

REQUEST FOR PROPOSAL

Classification and Compensation Study Services

Solicitation # 2026-SWB-01



Proposal Due Date: May 29, 2026
Proposal Due Time: 11:00 AM CST

**Sewerage and Water Board of New Orleans
Request for Proposal
Classification and Compensation Study Services
2026-SWB-01**

The Sewerage and Water Board of New Orleans (SWBNO) seeks to engage a qualified consulting firm to conduct a comprehensive review of its classification, compensation, and benefits structures.

RFP will be available **May 6, 2026**, for download at the following websites:

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

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

A **non-mandatory** pre-proposal conference for this RFP will be held on **May 14, 2026, at 11:30 A.M. (CDT)** at the SWBNO Administration Building, 625 St. Joseph St. – Executive Boardroom, New Orleans, LA 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/280090261991766?p=tzJX7F4179o7rEZNI3>

Meeting ID: 280 090 261 991 766

Passcode: zP6HQ76j

Dial in by phone

[+1 504-224-8698,809961015#](tel:+15042248698809961015) United States, New Orleans

Phone conference ID: 809 961 015#

At this meeting, staff will discuss the scope of work, proposal requirements and respond to questions from the attendees.

Inquiries and/or Requests for Clarification are due to **Prentice Mackyeon, on May 18, 2026, no later than 5:00 pm CST** via in writing or email to pmackyeon@swbno.org. All responses will be posted on or before **May 21, 2026**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department **May 29, 2026, at 11:00 am** local time. For submission instructions, see proposal documents.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Sewerage and Water Board of New Orleans (SWBNO) seeks to engage a qualified consulting firm to conduct a comprehensive review of its classification, compensation, and benefits structures. The objective of this engagement is to ensure that SWBNO's workforce framework reflects best practices, supports transparent career planning and performance management, provides flexibility in organizational structuring, and enables SWBNO to attract and retain qualified employees.

1.2 Proposal Preparation

Proposals submitted for consideration should follow the format and order of presentation provided in Part IV - Proposal Submission Requirements.

1.3 Point of Contact/ Inquiries/ Requests for Information:

All correspondence and other communications regarding this RFP shall be directed to **Prentice Mackyeon, Purchasing Agent, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, 504-585-2368, pmackyeon@swbno.org**.

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to pmackyeon@swbno.org no later than timeline stated in the **Anticipated Proposal Timetable**. Any request received after that time may not be reviewed for inclusion in this RFP. 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 RFP, posted on Board's website, and issued prior to the RFP's Delivery Deadline. The Respondents shall not rely on any representation, statement or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.4 Questions and Answers

Inquiries and/or Requests for Clarification are due to **Prentice Mackyeon, on May 18, 2026**, via in writing or email to pmackyeon@swbno.org. All responses will be posted on or before **May 21, 2026**. Do not contact other SWBNO program personnel with questions regarding this RFP.

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

1.5 Submission of Proposals

Proposers who are interested in providing services requested under this RFP can submit a proposal via email.

Submitting a response:

Electronic Submission:

(1) Digitally signed technical proposal and (1) digitally signed cost proposal in searchable PDF format to bids@swbno.org

Subject Line: **2026-SWB-01 Classification and Compensation Study**

– [Proposer Name]”. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with “Part 1 of #” included at the end of each original Subject Line (e.g. RFP# marked “**2026-SWB-01 Classification and Compensation Study**– [Proposer Name] – Part 1 of 3)”.

Email: If the Proposer intends to submit the response by email, the date and time of the email received by the Procurement Dept. constitutes the time stamp of receipt. The date and time of the email sent by Vendor does NOT constitute a proof of receipt. The Procurement Dept. encourages Vendors to confirm that the response was received timely.

Board assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) may not be considered.

Fax submission will not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

Proposers must complete all required attachments and submit along with proposal submission. Failure to complete and submit the required documents and attachments may result in your proposal being deemed non-responsive.

Proposals should clearly demonstrate the Proposer’s qualifications to perform the needed services and attend all factors applicable in a professional relationship.

All proposals must be received by Board on or before the Delivery Deadline. Proposals delivered after the said deadline will not be accepted.

1.6 Changes, Addendum, or Withdrawal of Proposals

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

The Board reserves the right to reject any and all responses to the RFP (with reasonable explanation) and/or to waive any informalities in evaluating the RFP responses if it deems this to be in the best interest of the Board, its customers, and the general public. The Board reserves the right to qualify Proposers as it deems in its best interest.

1.7 Prohibition of Communication

From the time of advertising, and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with Board’s staff, Selection Committee members and elected officials. This does not apply to oral presentations before selection committees, contract negotiations, or communications at any time

with any Board employee or elected official regarding matters not concerning this RFP. Breaking the established prohibition on communication may result in a disqualification of the proposal.

1.8 Ownership

All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents 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.

1.9 Effect

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

1.10 Errors or Omissions

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

1.11 Cost of Preparation

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

1.12 RFP Schedule Summary

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

Table 1. Anticipated RFP Schedule Summary

Event	Date	Local Time
RFP Release	May 6, 2026	
Non-Mandatory Pre-Proposal Meeting	May 14, 2026	11:30 a.m.
Deadline for written questions	May 18, 2026	5:00 p.m.
Responses to questions/clarification	May 21, 2026	
Proposal due date and time	May 29, 2026	11:00 a.m.

1.13 Bid Protest Procedures

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

1.14 Public Records Request

To request a public record for the proposal documents, please submit to the following website:

<https://swbno.nextrequest.com/>

PART II. GENERAL INFORMATION

Sewerage and Water Board of New Orleans Request for Proposal Classification and Compensation Study Services

2.1 Overview of the SWBNO

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

2.2 Scope of Work

The Sewerage and Water Board of New Orleans seeks to engage a qualified consulting firm to conduct a comprehensive review of its classification, compensation, and benefits structures. The objective of this engagement is to ensure that SWBNO's workforce framework reflects best practices, supports transparent career planning and performance management, provides flexibility in organizational structuring, and enables SWBNO to attract and retain qualified employees.

2.2A Classification and Compensation Analysis

(a) Classified Positions

The Proposer shall conduct a comprehensive compensation and classification analysis for all classified positions currently in use by SWBNO, including both utility-specific and city-wide classifications. The analysis shall:

- i. Evaluate internal equity, external market competitiveness, and pay structure alignment.
- ii. Consider SWBNO's unique utility environment, including technical complexity, operational risk, and regulatory requirements; and
- iii. Pay particular attention to city-wide classifications to assess whether compensation appropriately reflects the "utility" nature of work performed.

(b) Unclassified Positions and Executive and Other Positions

- i. A compensation analysis of SWBNO's unclassified positions, executive and otherwise, that considers SWBNO's organizational construct, employee population, status as both a quasi-government agency under civil service, and that of an operational water utility in the water utility industry, conducting water production/distribution, sewerage service, and critical emergency services level drainage for the City of New Orleans.
- ii. The Proposer shall analyze compensation for unclassified positions, including executive roles, considering organizational structure, employee population, span of control, and market competitiveness.

2.2B Classification Structure Review

The Proposer shall validate duties, qualifications, and mission alignment for each classification. For each classification (utility and city-wide), the Proposer shall:

- i. Validate duties and minimum qualifications.

- ii. Determine whether the classification is current, accurate, and necessary to SWBNO's mission.
- iii. Identify classifications requiring updates and provide recommended revisions; and
- iv. Identify gaps in the current structure and recommend new utility-specific classifications, including proposed duties and minimum requirements.

2.2C Career Progression Framework

The Proposer shall develop career progression frameworks and visual charts organized by job family or classification series. These frameworks shall:

- i. Illustrate logical advancement paths.
- ii. Support workforce planning, development, and retention; and
- iii. Align with recommended classification and compensation structures.

2.2D Civil Service Proposal Analysis

The Proposer shall provide a comprehensive analysis of SWBNO's ongoing and proposed classification series submissions to Civil Service. The Proposer's role is advisory only unless otherwise authorized in writing. Provide a comprehensive analysis of the following ongoing proposals to Civil Service:

- i. Utility HR Series
- ii. Procurement Series
- iii. IT
- iv. Accounting
- v. Risk Management
- vi. Internal Audit
- vii. Legal
- viii. Communications

2.2E Benefits and Total Compensation Analysis

An analysis of SWBNO employee benefits that provides data to support, in combination with standard compensation (pay), production of total compensation information for each employee and position.

2.2F Deliverables

The Proposer shall produce written reports, presentations, and supporting materials, including a draft report, final report, and presentations to Executive Leadership and the Board in person. The Proposer shall work closely with the Chief Administrative Officer and the Human Resources Director.

Analysis Summary:

- Current Overview: Regional overview of competitors with similar business models.
- Market/Competitive Factors: Recent quantitative market data and peer-reviewed analysis of

SWBNO's competitive position (data less than five years old).

- Opportunity Identified: SWBNO business plan for improved market positioning, including key findings and recommendations
- Need deliverables within 120 days including presentations timeline

2.3 Contract Terms and Compensation

The contract period is for four (4) months and is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors (Board) and issuance of Notice to Proceed and Purchase Order.

Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening. Any attempt by the proposer to amend proposal prices shall constitute default as outlined in this specification. Prices quoted in the proposal's response shall include all shipping and delivery costs.

2.4 Payment

The Board shall pay Proposer in accordance with the contracted prices. The Proposer will invoice the agency at the billing address designated by the agency. Payments will be made by the Agency within approximately forty-five (45) calendar days after receipt of a properly executed invoice, and approval by the Department or designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

2.5 Information

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

2.6 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.

2.7 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.

2.8 Convicted Felon Statement

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.

2.9 Insurance Requirements

Contractor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Contractor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to

the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

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

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

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 Contractor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor’s negligent performance of work described herein.

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

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

2.10 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times any and all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.11 Confidential Information

Information contained in the Vendor’s proposal that it deems proprietary or trade secret must be clearly identified in the proposal as described below in the Louisiana Revised Statute 44:3.2.D.(1). The Board will be free to use all information in the Vendor's proposal for the Board’s purposes. Vendor proposals shall remain confidential until the Board’s Proposal Selection Committee makes its recommendation to SWBNO Board of Directors. The Vendor understands that any material supplied to the Board may be subject to public disclosure pursuant to the Louisiana Public Records Law (LA R.S. 44:1, et seq.).

Louisiana Revised Statute 44:3.2 D.(1) All records containing proprietary or trade secret information submitted by a developer, owner, or manufacturer to a public body pursuant to Subsection A, B, or C of this Section shall contain a cover sheet that provides in bold type "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION". The developer, owner, or manufacturer shall clearly mark each instance of information which is, in his opinion, proprietary or trade secret information.

2.12 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than SWBNO.

2.13 Subcontractor

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. The proposer will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of SWBNO. Failure to request consent shall be grounds for default under this contract. The Proposer further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Proposer from its full obligations under this contract.

2.14 Living Wage

The Contractor agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the Sewerage and Water Board.

Under the city’s new [Living Wage Ordinance](#), covered employees are required to receive a living wage and receive compensated leave. To comply with the ordinance, Covered Employers are required to:

1. Pay living wage of \$16.01 an hour to its covered employees
2. Permit covered employees to take at least seven days per year of compensated leave
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which covered employees are working that is within the employer’s custody and control.

[Living Wage Ordinance Rules and Regulations](#)

In accordance with the Living Wage Ordinance, the current living wage per the Consumer Price Index data is \$16.01 per hour.

PART III. PROPOSAL EVALUATION AND SELECTION

Sewerage and Water Board of New Orleans Request for Proposals 2026-SWB-01 Classification and Compensation Study

3.1 Selection Committee

Pursuant to Policy Memorandum No. 95, SWBNO must establish a Selection Committee with relevant subject-matter expertise in reviewing and evaluating proposals to the RFP. Each proposal to the RFP must be evaluated by a committee of five individuals consisting of:

- General Superintendent, or designee
- Deputy Director, or designee
- Department Head requestor, or designee
- Employee who will manage and monitor the contract
- An Expert (Employee or Non-Employee) in the field as determined by the Executive Director

3.2 Technical Evaluation

SWBNO will select a Proposer generally according to the procedures described in Policy Memorandum No: 95. The Selection Committee will first evaluate and score responsive RFP Responses on the criteria listed below and provide an assessment of that score.

A composite scoring approach will be utilized, in which scores from each Committee member will be averaged in each category to score the proposals out of a possible 100 points. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the Selection Committee in accordance with the qualitative criteria below:

The Board reserves the right to reject any and all proposals. As part of the evaluation process, the Selection Committee will interview Proposer references and other parties to confirm Proposer's performance on previous projects. The Board reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the Board to contract for the proposed project. The Board will negotiate its agreement with the highest evaluated proposer, as determined by the Selection Committee.

Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be requested after submissions and before award of the Contract.

A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the Selection Committee in accordance with the qualitative criteria below:

Technical Criteria

(0-20 points) Proposer Methodology and Approach

(0-25 points) Proposer Experience

(0-25 points) Proposer Staffing and Qualifications

(0-20 points) Proposer References

(0-10 points) Proposal complies with DBE participation goal of 5%

3.3 Price Evaluation

Cost proposals must be submitted in a separate file marked “Cost Proposal”.

The Cost Proposal will not be opened during the technical evaluation process. The Cost Proposal will only be opened after the technical evaluation process and will serve as the basis for negotiations with the Board.

3.4 Shortlist

SWBNO at its sole discretion may recommend a selection of Proposers for a short list based on the overall ranking by the Selection Committee.

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

- i. Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of proposals;
- ii. Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals;
- iii. Waive any requests or requirements if such waiver is in the best interest of the SWBNO; and
- iv. Request interviews/presentations with any, some or all proposers to clarify any questions or considerations based on the information included in proposals, Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation

3.5 Best and Final Offer (BAFO)

Selection Committee, at its request, may ask for a Best and Final Offer from the top proposers.

Written notification is sent to the selected proposers that will include a list of the specific items to be addressed, instructions and deadline for submittal, and the evaluation criteria and scoring methodology, if different from the RFP.

If requested, when evaluating BAFO responses, if BAFO cost is requested, this will replace the original cost and the technical proposal may be re-evaluated.

3.6 Notification

Once the Selection Committee recommends a proposal, the Procurement Department notifies the selected firm by a Recommendation of Award letter. The unsuccessful proposer(s) will be notified as well. The Award Letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

IMPORTANT: The Recommendation of Award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following sections in the following order:

4.1 TITLE PAGE

Title Page should contain the following information:

- RFP Number and Name
- Proposer's Name and Address
- Proposer's Contact Person and Information (email address, telephone number(s), etc.)

4.2 TABLE OF CONTENTS

Clearly identify the materials by section, page number, and tabs.

4.3 PROPOSER INTRODUCTION

Proposer should provide a description of your company's experience, and underlying philosophy in providing the services described. Description should include details such as the following:

- Purpose, activities, and services of your organization.
- Mission and vision
- Indicate the number of years your organization has been in business
- Size of business (number of employees)

4.4 PROPOSER METHODOLOGY AND APPROACH

Proposer should describe the following:

- The approach to the requested criteria in the scope of work shall be of such detail to demonstrate the Proposer's ability to accomplish the tasks required.
- Outline sequentially the activities that would be undertaken in completing the services and specify who would perform them, and the hours anticipated for each member of the project staff.
- Identify methods that Proposer will use to ensure quality control, as well as budget and schedule control for the project.
- Identify any special issues or problems that are likely to be encountered in this project and how the Proposer would address them.

4.5 PROPOSER EXPERIENCE

Proposer shall describe the relevant experience and level of expertise according to the Scope of Work and how the Board can potentially benefit from the Proposer's experience.

- Provide descriptions for at least three (3) similar compensation/classification study projects that the Proposer or its team members have performed within the last ten (10) to fifteen (15) years.
- At least one (1) of the projects should be indicative of a study completed for a government utility, quasi-agency, or Civil Service.
- Each project description should include the client's name and scope of services. Please include project start date, original completion date, and the actual completion date, with justification for any change in the original and actual completion date.

Each project description should be no more than two (2) pages.

4.6 PROPOSER STAFFING AND QUALIFICATIONS

Proposer should describe the qualifications of key staff within your firm, listing the abilities and experience of all persons who will be assigned to this project and their experience on similar projects. Proposer should provide resume for the Key Project Manager that has a minimum of 5-7 years of experience in the field.

Proposer should include the following:

- Resumes of Key Staff for the contract and their roles on the project
- Brief overview of their professional background

4.8 PROPOSER REFERENCES

Proposer shall provide at least three (3) references and request each reference to complete the Attachment-Reference Check Request Form and have the **reference return the completed form to bids@swbno.org**.

Proposer should have at least **one (1)** of those references from a government utility, quasi-agency, or Civil Service similar to the product and services included in the Proposer's RFP response.

4.9 PROPOSER DBE PARTICIPATION

The Sewerage and Water Board of New Orleans established the Economically Disadvantaged Business Program to offer Disadvantaged Business Enterprises (DBEs) the maximum allowable opportunity to compete for the award of and participation in Board contracts and subcontracts.

All solicitations for bids for contracts where DBE percentage goals have been established and recommended by the Staff Contract Review Committee (SCRC) and approved by the Board, shall inform all Bidders the DBE requirements that must be submitted to the Board as part of the bid. The award of the contract will depend on the DBE requirements set below.

DBE Contract Percentage Goal **5%**.

See Attachment Section for DBE Forms

Each Bidder must submit the following forms in completion:

1. EDBP Participation Summary Sheet Form
 - Name, address, and phone number of each DBE Firm
 - Scope of Work
 - Dollar Value for each DBE
 - Signature of Prime on Form
2. EDBP Acknowledgement of Negotiated Terms Form
 - Name, address, and phone number of DBE Firm
 - Scope of Work
 - Dollar Value
 - Signatures of Prime and DBE subcontractor on Form

An Acknowledgement Form must be completed for each DBE Firm.

Please note: if you are a DBE bidding as a prime contractor, you cannot count yourself toward the DBE participation requirement. You must select another certified DBE from the SWBNO-approved vendor list to fulfill this requirement.

Failure to complete and submit the DBE forms according to the above instructions will render your bid non-responsive. Additional criteria taken into consideration during the evaluation of DBE forms submitted

include:

- The selected DBE firms must be SLDBE or LaUCP certified in the required work areas. To identify certified DBEs, visit <https://www.swbno.org/Business/DisadvantagedBusinesses>.
- The work to be performed by the selected DBE firms must be commercially useful and directly related to the project.
- The Board expects Proposers to use their best efforts to meet the DBE goals. If Proposers are unable to meet the goal, Documentation of Good Faith Effort must be submitted for the bid to be considered responsive. Instructions and documents needed to prepare an acceptable good faith effort are available at <https://www.swbno.org/Business/DisadvantagedBusinesses>.

4.10 PROPOSER COST PROPOSAL

Please submit a proposed annual billing structure and estimated budget for the project contract reflective of the scope of work requested in the RFP to include:

- Hourly rates for all proposed team members by position
- Estimated number of hours of work
- Proposer manpower
- Estimated Expenses
- Any expenses or fees necessary to accomplish the requested services

REQUIRED ATTACHMENTS

RFP Technical and Cost Proposal Submittal Checklist

Technical Proposal – In Sections

Cost Proposal (separate file in Excel format), complete Attachments

Redacted RFP Technical and Cost Proposal Submittal

Proposers may submit a separate redacted copy of their technical and cost proposal to provide in response to a public records request. This is not a requirement of the proposal submission documents, and it can be submitted anytime with the proposal submission or after.

Signed Documents and Forms (not included in page total)

Attachments Checklist-REQUIRED FOR PROPOSAL SUBMISSION:

ATTACHMENT – COVER SHEET

ATTACHMENT – ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

SUBMITTED AS A SEPARATE ATTACHMENT

ATTACHMENT - ECONOMICALLY DISADVANTAGED BUSINESS ACKNOWLEDGEMENT FORM
SUBMITTED AS A SEPARATE ATTACHMENT

ATTACHMENT – REFERENCE FORM

EMAILED DIRECTLY TO SWBNO BY THE PROPOSER'S REFERENCE

Attachments Checklist-FOR INFORMATION:

ATTACHMENT - ECONOMICALLY DISADVANTAGED BUSINESS PROGRAM POLICY

Attachments Checklist-REQUIRED FOR CONTRACT:

ATTACHMENT – AFFIDAVITS (REQUIRED FOR AWARDED PROPOSER)

1. Conflict of Interest Disclosure Affidavit
2. Corporate Resolution or Proposer Organization
3. Convicted Felon Affidavit
4. Non-Solicitation Affidavit
5. Non-Collusion Affidavit

Proposers not submitting the required documents and attachments will result in your response being deemed non-responsive.

**ATTACHMENT
COVER SHEET**

Request for Proposal: _____

Company Name: _____

Company Address: _____

Please provide the key contact person's information who will be responsible during the active event:

Primary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

Secondary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

This RFP must be signed by an authorized Representative of the Company/Firm for proposal 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: _____

**Sewerage and Water Board of New Orleans
Reference Check Request Form
RFP-Classification and Compensation Study Services**

Company Name:	
Referee Name:	
Referee Position:	
Referee Email Address:	
Phone Number:	

On a scale of 1-4 indicate by circling a number whether you agree or disagree with the following statements:	1 Unsatisfactory	2 Satisfactory	3 Good	4 Excellent
How well has the vendor met your expectations and requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How is your relationship with the vendor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does this vendor communicate well with your clients?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the vendor submit reports in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How would you rate your project manager?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall, how would you rate this vendor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Given the above, would you recommend this candidate for employment (please enter yes or no comment)	
Highly Recommend	
Recommend	
Recommend with Reservation	
Do not Recommend	

Any further comments:

Please complete this form and return it to Procurement at bids@swbno.org by 5/29/26

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.

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.

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)

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# _____

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.

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

ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is ____%

Contract Name and Number # _____

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Dollar Amount of work to be performed	Percentage of Dollar Amount to Total Bid Price

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

Prime Representative Name: _____

Prime Company's Name: _____

Prime Address: _____

Prime Signature: _____

Date: _____

E-mail: _____

Telephone Number: _____

Revised October 30, 2024

**ACKNOWLEDGEMENT
OF NEGOTIATED TERMS BETWEEN
PRIME CONTRACTOR AND DBE SUBCONTRACTOR**

Solicitation: _____

This form acknowledges that the

Prime _____

and

DBE Subcontractor _____ Certification: _____ SLDBE or _____ LAUCP

have agreed to the following terms of service:

Scope of Work:

Please note: Scope of work should describe the agreed upon terms between the Prime and DBE.

DBE Percentage of Total Contract: _____

Dollar Amount of DBE Work: \$ _____

By signing this acknowledgement, the Prime Contractor and DBE Subcontractor affirm that it will perform the Scope of Work for the estimated total dollar value stated. Both parties hereby certify that the information contained herein is true and correct.

PRIME CONTRACTOR:

Printed Name: _____

Signature: _____

Date: _____

DBE SUBCONTRACTOR:

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT

ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Sewerage and Water Board of New Orleans has authorized the Economically Disadvantaged Business Program (EDBP) and Staff Contract Review Committee (SCRC) to establish a **(5%)** DBE goal for this project. Bidders are required to utilize the race and gender-neutral SLDBE and/or LA-UCP directory of certified Disadvantaged Business Enterprise vendors. The awarded bidder must illustrate a plan to meet the established goal by listing certified DBEs that they have engaged to participate as subcontractors.

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 project. The Board and its contractors shall not discriminate based on race, color, national origin, or sex in the award and performance of the Board's publicly bid projects.

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. The LA-UCP Certified Listing is considered an acceptable alternative. Bidders are required to utilize DBEs as subcontractors or suppliers only in the areas for which they are certified and performing commercial useful functions which are consistent with the work required on this contract. 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 are required to contact DBEs and obtain a firm price before listing the DBEs on the Participation Summary Sheet. As confirmation of established contact, bidder will submit the Acknowledgement of Negotiated Terms Between Prime Contractor and DBE Subcontractor Form that reaffirms agreement of scope of work and monetary compensation. These forms, included in this bid specification, are to be submitted no later than stipulated in bid/proposal specifications to submit other additional information.

5. Setting Minimum Participation Goals:

The stated minimum percentage DBE participation goal established by SCRC and approved by the Board applies to the work of this contract. All bidders must complete and submit a DBE Participation Summary Sheet, and other required documents, as stipulated in bid specifications. The DBE Participation Summary Sheet should be completed properly, showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBE's. The Board's DBE Officer may, if deemed advisable, request further information, explanation or justification from any bidder. Should the bidder fail to comply with these requirements, the bid shall be considered non-responsive, 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.

6. 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.

7. Good Faith Efforts:

The Board expects bidders to meet the established DBE participation goal or demonstrate a good faith effort to meet the goal. If proposers are unable to meet the goal, Documentation of Good Faith Effort must be submitted along with all required bid documents. The policy and required forms can be found on the SWBNO website at <https://www.swbno.org/Business/DisadvantagedBusinesses>.

8. 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.

9. 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.

10. Contract Monitoring:

The Board's DBE Office will monitor contractor during the operation of the contract to ensure 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.

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

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.

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 monitoring reports 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.

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.

Contract Award

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

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.

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. Failure to Carry Out DBE Policy:

All bidders, 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.