

INVITATION TO BID

Solicitation # 2026-SWB-34 (6290)

Jahncke Drainage Station Motor #3 Rewind



Bid Due Date: September 9, 2026

Bid Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Invitation to Bid
2026-SWB-34 (6290)
Jahncke Drainage Station Motor #3 Rewind

The Sewerage and Water Board of New Orleans (Board) is soliciting bids for the Jahncke Drainage Station Motor #3 Rewind.

Invitation to Bid (ITB) will be available August 19, 2026, for download at the following websites:

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

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

Fax and email submission will not be accepted.

A pre-bid site visit is set for visual inspection on August 25, 2026, at 10:00 am. The motor is located at the Claiborne Water Plant, Electric Shop Department, 8800 South Claiborne Avenue, New Orleans, LA 70118.

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by September 9, 2026, at 11:00 a.m. (CST). For submission instructions, see bid documents.

Bids will be publicly opened on September 9, 2026, at 11:30 a.m. (Central Time) in the Procurement conference Room, Rm 131, Located at 625 St. Joseph St., New Orleans, Louisiana 70165.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/251030877391680?p=3jGmvWIVK1idVfCJYw>

Meeting ID: 251 030 877 391 680

Passcode: LX6fN9ei

Dial in by phone

[+1 504-224-8698](tel:+15042248698),,585365801# United States, New Orleans

Phone conference ID: 585 365 801#

LATE BIDS WILL NOT BE ACCEPTED.

Sewerage and Water Board of New Orleans
Invitation to Bid
2026-SWB-90 (6290)
Jahncke Drainage Station Motor #3 Rewind
Bidder's Information

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

The point of contact for this ITB is Kevin Smith. All correspondence and other communications regarding this ITB shall be directed to Kevin Smith Procurement Specialist at 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 ksmith6@swbno.org no later than timeline stated in the **Anticipated Bid Timetable** below. Any request received after that time may not be reviewed for inclusion in this ITB. The request shall contain the requester's name, address, and telephone number.

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

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

2. Submission Instructions:

Ways to submit a bid:

Hard Copy Submission:

Signed hardcopy of the bid in a sealed envelope

Mark the front envelope with the following:

Solicitation # 2026-SWB-34 (6290)

Company Name

Company Address

Company Contact Name, Phone Number, and Email Address

Address envelope to:

Sewerage and Water Board of New Orleans

Attn: Kevin Smith

625 St. Joseph St. Rm 133

New Orleans, LA 70165

Fax and email submission will not be accepted.

Mail or courier specifications:

Bidder remains responsible for ensuring that the bid is delivered prior to the submission deadline with 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 to the Attention Line of the shipping label to ensure proper delivery.

3. Bid Opening

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

Bids will be publicly opened in the Procurement Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

4. Anticipated Bid Timetable

The Board will make every effort to administer the ITB process in accordance with the terms and dates discussed in this solicitation. However, the Board reserves the right to modify the ITB process and dates as deemed necessary at its sole discretion. The Procurement Department will have a written addendum to the ITB should there be any changes.

Event	Date	Local
ITB Release	August 19, 2026	
Bidders' Written Questions Deadline	August 25, 2026	5:00 pm
Responses to Questions	August 26, 2026	
Bid Due Date and Time	September 9, 2026	11:00 am
Bid Opening	September 9, 2026	11:30 am

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

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

6. Prohibition on Communication:

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

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

7. 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.

8. All bids must be received by the Board on or before the Delivery Deadline. Bids delivered after the said deadline shall be rejected.
9. 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.
10. 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.

11. 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.
12. Submissions from any person, firm or corporation in default upon any contract with the Board will neither be received nor considered.
13. **Any bid which does not fully comply with all the provisions of the “Bidder’s Instructions”, and the “Specifications” will be deemed non-responsive.**
14. 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).
15. 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.
16. The Board reserves the right to reject all bids or proposals for just cause.
17. All bid pricing shall remain firm for a period of ninety (90) days after the date of bid-opening.

18. 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.

19. 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.

20. Tabulations

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

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

21. 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.

22. 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 with the exclusive statement of rights and obligations extending from this solicitation.

23. 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 request clarification or additional information from the Bidder.

24. Cost of Preparation:

The Board is not liable for any costs incurred by prospective Bidders or Bidder 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.

Public Records Requests

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

General Specifications

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

The initial contract period will begin on the date the "Purchase Order" has been issued to the bidder and will cover the requirements of the one-time repair.

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

2. **Length of Contract Term**

The unit price(s) covers the requirements of the Board for a one-time repair with no renewal option. Work shall begin immediately upon receipt of the "Purchase Order" and shall run for 30 consecutive calendar days.

Technical Specifications

1. GENERAL

- A. The motor to be rewound is identified as follows:

Fairbanks Morse Induction Motor
800 HP, 2300 Volts, 3 Phase, 60 Hertz, 1785 RPM,
173 Amperes, 1.15 S.F., Frame 809S, Type KZKL

- B. Successful bidder shall be responsible for picking up motor from SWBNO Electric Shop Warehouse, electrically and mechanically repair and return motor back to SWBNO Electric Shop Warehouse.
- C. Replacement of motor bearings is required under these specifications. Successful bidder shall return the original motor bearings to the Sewerage Water Board.

2. COMPLETION TIME

- A. All motor repair work, assembly and testing shall be completed and returned to the Board after 30 calendar days of receipt of the Purchase Order issued by the Board to the Bidder.
- B. Work shall begin immediately upon receipt of the "Purchase Order" and shall run for 30 consecutive calendar days.
- C. Bidders' attention is hereby called to the fact that the loss of pumping capacity caused by outage of these motors is a critical situation and the successful bidder is expected to direct the full force of its effort toward prompt completion of the work in accordance with the required completion time.

3. STATOR REWIND – TYPICAL

- A. Bidder shall completely disassemble motor in his shop and investigate condition of windings, bearings, core, etc. Investigation shall be conducted to identify the cause and nature of the winding failure and to uncover any unknown defects which require remedial action. Conduct motor evaluation meeting in-shop with the Board Engineer to go over the findings of the investigations.
- B. Bidder shall burn out and strip all existing stator coils from the machine. Old coils shall become the property of the Bidder. Stator core, frame, fans, etc. shall be thoroughly cleaned and preserved against corrosion.
- C. A completely new stator winding shall be fabricated and installed. Each coil shall be form wound, composed of all new copper conductors, sized in accordance with the existing and insulated with Class "H" rated materials designed to operate at 130 degrees C Hot Spot Temperature. No reduction in copper size, number of turns. Conductor area, etc. shall be allowed.

- D. Insulated coils shall be slot size with sufficient buildup of Mica Tape and ground wall tape on coil core area to provide snug side-to-side fit, with varnish binding, in stator slots without use of slot fillers. Finished coils shall be the manufacturer's standard medium voltage offering for VPI treated 2400-volt form wound coils.
- E. Coil turn-to-turn insulation shall be high quality Class "H" Mica based insulation.
- F. All spacers, wedges and fillers shall be replaced with new inorganic, Class "H", materials equal to or exceeding specifications of the existing.
- G. All insulation shall be removed from the surge rings and replaced with new Class "H" insulation. Rewind Bidder may add additional surge rings of cured, varnish impregnated roving if desired, but shall not replace existing steel surge rings with roving type rings.
- H. All stator coils shall be lashed with Class "H" heat shrinkable lashing material. Coils shall be lashed to the surge rings and to one another. Coil to coil lashings shall be supplied in at least two places along each face of coil arms, exclusively lashings to surge rings, in order to closely approximate the existing. Bidder is cautioned that the machine is subject to severe operational conditions and lashing system shall be designed accordingly. Provide additional micarta coil blocking as necessary to accommodate all coil-to-coil lashings.
- I. New stator leads shall be brought out of the stator housing in the location presently used. Each lead shall be high temperature 5 KV rated flexible tinned copper motor lead wire with sufficient length allowed per lead for proper racking and reconnection to the surge arresters, current transformers, and motor feeder conductors. Each lead shall be affixed with a permanent metal tag identifying said lead in accordance with the existing numbering scheme which shall be verified to match the connection diagrams. Each lead shall be fitted with compression type crimp lugs suitable for bolted connection to the feeder conductors.
- J. All stator frame laminations shall be thoroughly cleaned, polished, and treated against corrosion.
- K. All stator coil connections and jumpers shall be silver soldered in place; soft soldering will not be accepted.
- L. Complete winding shall be VPI treated with high quality Class H, or better, varnish and shall be baked and cured.

4. ROTOR

- A. Rotors should be thoroughly cleaned and treated against corrosion.
- B. Protect all shaft and bearing areas from damage during handling and rewinding.
- C. Take micrometer readings of shaft and bearing journals to evaluate conditions of wear and out-of-round. Report all findings to Board Engineer. Polish all shaft and bearing journals prior to reassembly.
- D. Dynamically Balance Rotor, with rotating unit suspended and turning on shaft centers, to within 1 mil

maximum amplitude of vibration, in accordance with the requirements of the S&WB Mechanical maintenance representative, who shall witness the balance tests.

5. BEARINGS

- A. Replace all existing bearings with new bearings equal in all respects to the existing. Records indicate both bearings to be SKF# 6321 which shall be verified by the Bidder at time of motor disassembly and inspection.
- B. Existing bearings shall be removed from the motor and delivered to SWBNO Machine Shop, as previously specified.

6. MOTOR FRAME

- A. Motor frame shall be cleaned of all flaking paint and rust. Scratches shall be removed or sanded, and all exposed steel shall be primed.
- B. Paint motor frame to match existing finish. Protect nameplates from paint contamination.

7. REWIND NAMEPLATE

- A. Furnish and install a 3"x5" Engraved Brass nameplate adjacent to the existing nameplate which shall remain in place.
- B. Nameplate shall bear the following information:
 - Rewind Bidder Name
 - Purchase Order Number and Date
 - Description of Work (i.e. Rewind Stator)
- C. Nameplates shall be professionally fabricated with engraved lettering. Hand stampings on flat brass sheeting will not be accepted. Mount to stator frames with machine screws into drilled and tapped holes. Phenolic nameplates will not be accepted as a substitute to engraved brass.

8. TESTING

Bidder shall provide all labor and equipment necessary to perform the following tests in the presence of the Board Representative.

- A. High Potential Proof Test of completed Stator Winding. Tests shall be conducted using 9.0 KV output of a DC High Pot Tester with ammeter to show leakage current.
- B. Polarization Index Test of the completed stator winding conducted at 2500 DC volts with motor operated Megger.
- C. Dynamic balance test on finished rotor as previously specified.

All tests shall be performed in the presence of the Board Representative. A copy of all tests results shall be submitted to the Board Representative prior to final payment of funds due under this contract.

9. INSPECTIONS

- A. Bidder shall provide for inspections by the Board Personnel throughout all phases of the work. Prior notification of all required inspections shall be rendered by giving twenty-four-hour advance notice to the Board Engineer.
- B. Inspections will be required as follows:

- 1. Inspection of motor upon disassembly in Bidder Shop.
- 2. Inspection and witnessing of Rotor Balance.
- 3. Inspection and witnessing of High Potential and PI Tests.

10. WARRANTY

Bidders warrant to the SWBNO that the work performed shall be free of defects in workmanship, materials, or title, and shall have been performed to the kind and quality as described in these specifications. Any defect appearing within one (1) year of delivery of the motor shall be corrected by the Bidder at no cost to the SWBNO.

ATTACHMENT
INVITATION TO BID REQUIREMENTS

2026-SWB-34 (6290)
Jahncke Drainage Station Motor #3 Rewind

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

_____ Attachment Cover Sheet **(Required)**

_____ Attachment Bid Forms **(Required)**

_____ Attachment Affidavits (Submitted by Winning Bidder)

Attachment **(Informational Purposes)**

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

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

**ATTACHMENT
COVER SHEET**

2026-SWB-34 (6290)

Invitation to Bid: Jahncke Drainage Station Motor #3 Rewind

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: _____

**This form must be completed in its entirety. Deviations and failure to complete and sign this form will
deem your proposal non-responsive.**

ATTACHMENT C
BID FORM

2026-SWB-34 (6290)
Jahncke Drainage Station Motor #3 Rewind

Item No.	Quantity	Description	Unit Price
1	Lump	Fairbanks Morse Induction Motor Rewind	\$

ATTACHMENT
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 authorized representative of

_____, hereafter called "Bidder."

2. The Bidder complies with City Code Section 2-8 (c) for the City of New Orleans.

3. No Bidder 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
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 "Bidder."
2. The bidder has not employed or retained any company or person, other than a bona fide employee working solely for Bidder, to solicit or secure the subject contract. The Bidder has not paid or agreed to pay any person, other than a bona fide employee working for Bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Bidder 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
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

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 bidder, including its records of any sub bidder(s) employed on the contract. Such records shall be made and kept by the bidder 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. Bidder 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, sub bidder, 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-bidder to comply with the requirements of this article.

NON-COLLUSION STATEMENT

The Bidder 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 Bidder 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 Bidder 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 Bidder confirms that no principal, member, or officer of the Bidder 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) 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 related 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 signing 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 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.

WORKERS' COMPENSATION

Vendor herein expressly agrees and acknowledges that it is an "independent bidder" 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 bidder" 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
BIDDERS' 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: _____

CORPORATION

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

ATTACHMENT
CORPORATE RESOLUTION

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

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

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

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 furnished a copy of said resolution, duly certified.

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

This _____ day of _____, 20____

SECRETARY