REQUEST FOR PROPOSAL

OWNER ADVISOR SERVICES FOR WATER QUALITY MASTER PLAN PHASE I

Solicitation # 2026-SWB-67

Proposal Due Date: December 11, 2026
Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
Owner Advisor Services for Water Quality Master Plan Phase I
2026-SWB-67

The Sewerage and Water Board of New Orleans (the "**Board**" or "**SWBNO**") seeks a registered professional engineering firm licensed to do business in Louisiana to provide Owner Advisor services to assist with delivery of the Board's Water Quality Master Plan Phase I project via the Construction Manager at Risk (CMAR) collaborative delivery method. The firm will be involved with the project from inception through completion and will assist with procurement, preconstruction and design phase coordination, and project management.

RFP will be available **November 2, 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 mandatory pre-proposal conference for this RFP will be held on **November 11, 2026,** at **10:00 a.m. CST** at the SWBNO Carrollton Water Plant, 8800 S. Claiborne Ave – Auditorium, 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/2322262979000576?p=Dy5SLzgQEwQ7sH9HSZ
Meeting ID: 232 226 297 900 057 6
Passcode: hm3nJ2aM
Dial in by phone
+1 504-224-8698,,434855512# United States, New Orleans
Phone conference ID: 434 855 512#

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

Attendees are required to be on time and stay throughout the meeting. Only vendors who attend this meeting will be allowed to submit a proposal. Any submission from any firm not represented at this meeting will be rejected.

Inquiries and/or Requests for Clarification are due to **Cash K. Moses, on November 13, 2026, no later than 5:00 pm CST** via in writing or email to cmoses@swbno.org. All responses will be posted on or before **November 18, 2026.**

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **December 11, 2026, at 11:00 a.m. CST**. For submission instructions, see proposal documents.

LATE PROPOSALS WILL NOT BE ACCEPTED.

Table of Contents

PART I. ADMINISTRATIVE INFORMATION 5
1.1 Request for Proposals 5
1.2 Proposal Preparation 5
1.3 Point of Contact/ Inquiries/ Requests for Information: 5
1.4 Questions and Answers 5
1.5 Submission of Proposals 5
1.6 Changes, Addendum, or Withdrawal of Proposals 6
1.7 Prohibition of Communication 7
1.8 Ownership 7
1.9 Effect 7
1.10 Errors or Omissions 7
1.11 Cost of Preparation 7
1.12 RFP Schedule Summary 7
1.13 Bid Protest Procedures 8
1.14 Public Records Request 8
PART II. GENERAL INFORMATION 9
2.1 Overview of the SWBNO 9
Introduction 9
Objectives 10
2.2 Scope of Work 11
All Tasks: Administrative and Project Management 11
Task 1.0: Delivery Method Analysis and Selection 11
Task 1.1: Procurement 12
Task 2: Preconstruction and Design Phase 12
Task 3: Construction Phase 13
2.3 Task Orders 14
2.4 Contract Terms and Compensation 15
2.5 Payment 15
2.6 Information 15
2.7 Non-Collusion Statement 15
2.8 Non-Solicitation Statement 15
2.9 Convicted Felon Statement 15
2.10 Insurance Requirements 15
2.11 Right to Audit 17
2.12 Confidential Information 17

2.13 Confidentiality Statement 18
2.14 Subcontractor 18
2.15 Living Wage 18
PART III. PROPOSAL EVALUATION AND SELECTION 19
3.1 Selection Committee 19
3.2 Technical Evaluation 19
3.3 Price Evaluation 20
3.4 Shortlist 20
3.5 Best and Final Offer (BAFO) 21
3.6 Notification 21
PART IV. PROPOSAL SUBMISSION REQUIREMENTS 22
4.1 TITLE PAGE 22
4.2 TABLE OF CONTENTS 22
4.3 INTRODUCTION 22
4.4 PROPOSER METHODOLOGY/APPROACH 22
4.4.1 Project Approach and Plan of Action: 22
4.4.2 Communication, Collaboration, and Stakeholder Engagement: 23
4.4.3 Project Risk Assessment: 23
4.5 PROPOSER EXPERIENCE/PROJECT TEAM 23
4.5.1 Team Composition: 23
4.5.2 Responsibilities: 24
4.5.3 Relevant Experience: 24
4.5.4 Availability: 24
4.6 PROJECT SAMPLES 24
4.6.1 Project Information: 24
4.6.2 Demonstration of Successful Outcomes: 24
4.6.3 Challenges and Solutions: 24
4.6.4 References: 24
4.7 ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE (DBE) 25
4.8 COST PROPOSAL - SUBMITTED SEPARATELY 26
REQUIRED ATTACHMENTS 27
ATTACHMENT 28
COVER SHEET 28

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Sewerage and Water Board of New Orleans (the "**Board**" or "**SWBNO**") seeks a registered professional engineering firm licensed to do business in Louisiana to provide Owner Advisor services to assist with delivery of the Board's Water Quality Master Plan Phase I project via the Construction Manager at Risk (CMAR) collaborative delivery method. The firm will be involved with the project from inception through completion and will assist with procurement, preconstruction and design phase coordination, and project management. The selected firm may also be requested to assist with Phases II and III of the Water Quality Master Plan, at the discretion of the Board. The successful firm will be expected to meet the requirements addressed in this RFP.

Submitted personnel with Professional Engineering (PE) licenses from another state will be allowed. However, reciprocity must be applied for and granted by the Louisiana Engineering and Professional Land Surveyors Board within six (6) months of contract execution.

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 **Cash K. Moses, Procurement Director**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, **504-585-2428, cmoses@swbno.org**.

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to cmoses@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 **Cashanna K. Moses, on November 13, 2026, no later than 5:00 pm CST** via in writing or email to cmoses@swbno.org. All responses will be posted on or before **November 18, 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.

Ways to submit 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-67 – Owner Advisor Services for Water Quality Master Plan Phase I** – [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-67** – **Owner Advisor Services for Water Quality Master Plan Phase I** – [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) will 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 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. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: 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 into 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	November 2, 2026	
Mandatory Pre-Proposal Meeting	November 11, 2026	10:00 a.m.
Written questions	November 13, 2026	5:00 p.m.
Responses to questions/clarification	November 18, 2026	
Proposal due date and time	December 11, 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/

Sewerage and Water Board of New Orleans
Request for Proposals
Owner Advisor Services for Water Quality Master Plan Phase I
2026-SWB-67

2.1 Overview of the SWBNO

The SWBNO operates and maintains infrastructure throughout 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.

Introduction

The Board is seeking an experienced Owner Advisor ("OA") to serve as an extension of the Board's staff to provide technical, procurement, scheduling, risk management, and project oversight services for implementation of the Water Quality Master Plan Phase I project utilizing the Construction Manager at Risk (CMAR) project delivery method. The work will be awarded through a series of task orders outlined in Section 2.2 – Scope of Work. Though only Task 1 services will be initially awarded under this RFP, the selected Owner Advisor may be asked to provide services from project initiation through final completion, including support during procurement of the CMAR, preconstruction, design coordination, Guaranteed Maximum Price (GMP) development, construction, commissioning, and warranty periods.

The Board recently finalized a Water Quality Master Plan (WQMP) outlining the next 30 years of improvements to the Board's water treatment infrastructure including a full rework of the Carrollton Water Plant (CWP). The CWP rework is to be completed in three phases, with Phase I comprising replacement of the pretreatment basins at CWP with new plate settler pretreatment basins (240-mgd total capacity) including all associated utilities and site work, process integration, startup, commissioning, and phased transition of operations while maintaining continuous water production throughout construction. Construction of the new pretreatment basins may require demolition and relocation of a number of ancillary buildings at CWP, and the selected Owner Advisor will be involved in the creation of phasing plans for the associated projects, including evaluation of potential sites for both the Phase I improvements and the relocated facilities. Continuous maintenance of water service during construction and transition to the new pretreatment basins will be critical as CWP provides service to the entire East Bank of the City of New Orleans. Project schedule will also be a critical factor as the existing pretreatment basins are rapidly nearing the end of their useful life. The OA may be asked to assist with coordination and design of smaller projects to maintain operation of the CWP and specifically the existing pretreatment basins while the Phase I work is in progress. The preliminary construction cost estimate for Phase I is approximately $400 million. Additional information on all three phases of the water plant rework can be found in Appendix O of the WQMP (attached).

The Board has not previously used collaborative delivery methods such as CMAR and will require support from the selected Owner Advisor to assist with education and outreach among Board staff, updating Board policies and procedures as necessary for the CMAR process, and assistance with management and execution of the project. This effort will include assisting with updates to the Board's

standard procurement documents and contracts to reflect the unique aspects of CMAR project delivery, in accordance with all relevant requirements of Louisiana public bid law. Close coordination with the Board's Procurement and Legal departments will be required for this effort.

Only Task 1 will be initially awarded under this RFP. Subject to the Task 1 Owner Advisor's performance, the need for services, and funding availability, the Board may, but shall not be obligated to, award services for the remaining tasks via an amendment to the contract from this RFP or through a new RFP process. Ideally, the Owner Advisor selected for Task 1 services would also be selected as the OA for Task 2 & 3 services; however, the Board does not guarantee any such award of subsequent services at this time.

To minimize the potential for a conflict of interest or an unfair competitive advantage, the selected Firm and all of its sub-consultants shall be prohibited from participating in the future design solicitations that will be issued in association with the Water Quality Master Plan Phase I project except in their capacity as provided in this RFP and associated documents. The Firm shall require each of its employees, agents, sub-consultants and suppliers to be bound by the requirements of this Section.

The Owner Advisor shall act solely in the interest of SWBNO and shall maintain independence from any CMAR firm, designer, equipment vendor, or construction subcontractor competing for or participating in the Project.

The following Scope of Work outlines the tasks and deliverables required of the Owner Advisor.

Objectives

- Assist with management of the Phase I project utilizing the CMAR project delivery method from procurement through project completion.
- Engage in education and outreach among various stakeholders within and outside of the Board to generate buy-in to the CMAR process.
- Work with Board staff to update Procurement methods and contract documents as needed to accommodate CMAR project delivery, in accordance with all relevant state statutes and funding requirements.
- Assist with development of procurement documents for the Phase I project and selection of the designer and CMAR.
- Offer guidance/expertise on major design challenges and decisions, including phasing and location of the proposed facilities.
- Successfully mediate disputes between the Owner, designer, and CMAR during the preconstruction phase through construction and project completion.
- Verify construction cost models and assist with development and validation of the GMP.
- Provide potential design work for 5-Year CIP Projects as requested by Owner to maintain operation of the existing water treatment plant through completion of the major rehabilitation/replacement work included in WQMP.

2.2 Scope of Work

The work to be performed by the Consultant will be authorized, at the sole discretion of the Board, through the issuance of Task Orders. The Board reserves the exclusive right to choose and subsequently control the nature, extent, and timing of each Consultant work assignment depending upon the overall project schedule, funding availability, Consultant qualifications, performance, and other factors as determined by the Board.

All Tasks: Administrative and Project Management

Owner Advisor's scope for project management for all phases is generally described below:

Project Schedule. Owner Advisor shall submit an initial master project schedule with the critical milestones for the major tasks involved in the project. The schedule shall include all elements through commissioning. The schedule shall be updated by coordinating with the collaborative delivery entities and submitted monthly.

Meetings. Owner Advisor and the Board shall meet to coordinate the work throughout the project. In addition to internal coordination meetings, the Owner Advisor shall perform a project kickoff meeting, meetings with outside stakeholders, and a workshop on the CMAR collaborative delivery process for Board staff. Owner Advisor shall prepare agenda and minutes.

Monthly Project Status Report. Owner Advisor shall submit a project status report to the Board with its invoice monthly to provide an accurate accounting of work effort rendered by Owner Advisor and continuous appraisal and monitoring of both work progress and budget conditions.

Submittals. Owner Advisor may perform routine and final check prior to sending any submittal to Board, to ensure accuracy, conformance, and integrity of all documents. Owner Advisor may perform quality assurance/quality control checks on all submittals made to Board.

Task 1.0: Delivery Method Analysis and Selection

The purposes of **Delivery Method Analysis and Selection Phase** are to evaluate a project's objectives and desired outcomes and then to align those objectives and outcomes to the best available delivery method. For the Board's purposes relative to this project, this will involve making a final determination of whether to use design-bid-build or CMAR to complete the Phase I project, evaluating location alternatives and creating phasing plans for construction of the new pretreatment basins, assisting with design and/or coordination of any other ancillary work required to maintain operation of the plant as the project progresses, and determining the best strategy to prosecute the work as work packages or by other means. In evaluating whether to use design-bid-build or CMAR, the Board's internal capabilities, procurement policies and applicable statutes must be considered. In addition, a preliminary risk assessment is essential to understand the potential benefits of equitable risk transfer should a design-build method be considered.

An informal or formal delivery method analysis process may be used. In any case, the Owner Advisor should provide some range of these services to identify the optimal procurement method for the project. These will include, but are not limited to, the following items for this task:

- Evaluate best delivery method and bid packaging
- Research market for potential bidders
- Evaluate operation and maintenance criteria
- Determine preliminary risk transfer and performance criteria
- Develop project risk assessment

- Determine required design documents for the procurement
- Coordinate design work already performed by others
- Coordinate pilot testing work by others
- Coordinate geotechnical and other site investigation work by others
- Identify project permitting requirements
- Develop preliminary cost estimates
- Provide a summary report documenting the delivery method selection methodology and recommended decision
- Develop design and procurement plan

Task 1.1: Procurement

The purposes of **Procurement Phase** are to: define and determine the Board's project goals and needs; prepare solicitation packages for selecting collaborative delivery entities with the capability to design, construct, and integrate the treatment processes into the existing treatment plant; and assist with selection of the collaborative delivery entities.

The Board will provide all available pertinent records to the Owner Advisor; it shall be the responsibility of the Owner Advisor to obtain by their own means any additional information that is necessary for the project but not possessed by the Board, in order to complete the solicitation packages for the project.

Owner Advisor scope shall include, but not be limited to:

- Assist in defining project objectives, priorities, constraints, and the creation of evaluation criteria.
- Confirm what is allowed under statute and/or other applicable policies.
- Develop necessary policy and procedure changes to accommodate CMAR Procurement, including updates to the Board's standard procurement documents and contract language.
- Review and become familiar with the site, review record drawings, and data collection.
- Develop requirements and/or criteria for design standards, construction performance, and treatment process performance; and develop an implementation process to ensure these requirements and/or criteria are met.
- Develop and prepare solicitation packages (RFQ/RFP) including specifications and plans to select the appropriate collaborative delivery entities.
- Assist with the procurement process and collaborative delivery entity selection process, including:
    - Coordinate and conduct meetings as needed
    - Conduct pre-proposal meetings
    - Coordinate all questions for the RFQ and RFP
    - Develop bid addendums
    - Review and facilitate the evaluation of RFQ and RFP
    - Support negotiations with selected collaborative delivery entities
- Assist with and provide a detailed project scope for any funding applications to the appropriate local, state, or federal funding authority, e.g. SRF or WIFIA.
- Provide contract negotiation support to optimize opportunity for the Board to select the best form of contract, and the collaborative delivery entity with the best proposal that is within budget.
- Develop project organizational structure that defines the roles of the Board, Owner Advisor, and the collaborative delivery entities.

Task 2: Preconstruction and Design Phase

The **Preconstruction and Design Phase** Owner Advisor scope shall include, but not be limited to, support for the full design, permit preparation, cost estimating, and planning for the construction and commissioning of the new facilities by the collaborative delivery entities. The Owner Advisor shall:

- Attend progress meetings.
- Coordinate and conduct additional meetings with the Board as needed.
- Coordinate and attend meetings with regulators and the collaborative delivery entities as needed.
- Provide third-party validation of the collaborative delivery firm's cost estimates and manage cost negotiations. Cost negotiations shall include providing independent engineering project cost estimates, evaluating and validating CMAR cost proposals, and assisting the Board in the negotiations of the Contract Price.
- Assist the Board with evaluation of different design options and risk.
- Provide resources to ensure completion of the design is on schedule and on budget.
- Facilitate updates to risk documentation and provide third-party confirmation of the collaborative delivery firm's risk identification, mitigation, and cost estimates.
- Support the Board in review of design deliverables and estimates at agreed-upon milestones and facilitate tracking of scope evolution so that the design and cost estimate are in sync.
- Develop and facilitate a process to assist the Board in obtaining a Contract Price implemented either as a Guaranteed Maximum Price ("GMP") or Lump Sum "LS" for the construction of the project at the earliest point feasible. Support the review and ultimate acceptance of the collaborative delivery firm's Contract Price proposal, including:
    - Review and validation of the cost estimate, including contingency
    - Review of the collaborative delivery firm's construction and related project execution plans
    - Review of final performance criteria and related commissioning, start-up, and Acceptance test plans

Task 3: Construction Phase

The **Construction Phase** Owner Advisor scope shall include, but not be limited to, support for final permitting, construction, and commissioning of the project facilities, whereby the project shall be satisfactorily commissioned, tested, permitted, and operations staff trained prior to project closeout.

The Owner Advisor shall work closely with the Board and the collaborative delivery entities to ensure that the Board is getting the best value, to ensure that the final design, construction, and commissioning of the new facilities are completed in a timely manner, and to ensure that construction and commissioning sequencing are capable of keeping the existing facilities in operation at all times.

The Owner Advisor shall guide the Board through the Construction Phase using a collaborative approach between the Board and the collaborative delivery entities. The Owner Advisor shall provide advice and guidance to assist the Board in coordination and resolution of project, permitting, environmental, and technical issues to accomplish efficient delivery of this phase.

Construction Phase duties of the Owner Advisor shall include:

- Attend progress meetings.
- Coordinate and conduct additional meetings with the Board as needed.
- Coordinate and attend meetings with any regulatory agencies and the collaborative delivery entities as needed.
- Coordinate with the collaborative delivery entities on any required permit application that may be needed during this phase to ensure permit approval is granted in a timely manner.
- Coordinate with the collaborative delivery entities any public outreach as required for the permitting process.
- Review and evaluate the operational impacts to the existing plant operations throughout the design, construction, and commissioning process.

- Provide technical review and response to materials submitted by the collaborative delivery entities and prepare review summary reports. Technical review shall also include dispute resolution and change orders.
- Review and comment on the final commissioning plan, assist the Board during the acceptance testing activities, and provide monitoring for the acceptance testing activities.
- Evaluate integration/commissioning phase sequencing during integration/commissioning of new treatment process facilities into the existing treatment process to ensure minimal impact to operations.
- Assist in developing the best operational practices for the new facilities based on pilot studies, design, and construction.
- Assist and participate in pre-startup training, post-startup training, onsite operations, and scheduled maintenance program.
- Participate in project final inspection to verify that construction is in conformance with design and provide recommendations to the Board.
- Provide memorandum on satisfaction of required conditions for acceptance tests, substantial completion, and acceptance of the project.
- Review and provide recommendations to the Board for approval of collaborative delivery firms' progress reports and invoicing.
- Provide cost validation for all costs incurred and submitted by the collaborative delivery firm.

2.3 Task Orders

All work performed under the Agreement will be authorized by the Board through the issuance of Task Orders. The procedure for developing a Task Order and obtaining authorization to proceed with the work will comply with the following:

The Board will provide a general description of the scope of required services, including specific deliverables, along with the expected time of completion for each particular task and deliverable; Consultant shall respond by preparing and submitting a detailed proposal for each assignment which will include:

- A description by task and subtask of the work to be performed and the means and methods that will be used to achieve it;
- Milestones for completion of each deliverable;
- Consultant personnel assigned to each part of the work, along with a brief justification of why such personnel are qualified to perform the work, together with their prior experience in performing work of this nature; and
- A cost estimate for each task or subtask showing:
    - Breakdown of estimated hours and billable rate for each activity required to complete all tasks and subtasks; and
    - Estimated out-of-pocket expenses.

Consultant and Board will agree on the scope of services, staff assignments, deliverables, schedule requirements, and budget for all tasks and subtasks included in the Task Order, then Notice to Proceed will be issued to Consultant. Work under any given Task Order will begin only after it has been approved and a Notice to Proceed has been formally issued by the Board.

2.4 Contract Terms and Compensation

The contract period is five (5) years with five (5) one (1) year renewals 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 response shall include all shipping and delivery costs.

2.5 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.

2.6 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.

2.7 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 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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 Proposer 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.

2.15 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

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

The Selection Committee will first evaluate the proposals based on qualitative criteria rather than quantitative price. The members on the Selection Committee will complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria.

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.

The Selection Committee will review each qualified technical proposal then score by consensus. The members on the Selection Committee will complete the numerical grading (0-5) with the criteria weighted as shown below and provide a written explanation stating the reasons for the rating for each criteria.

The Selection Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Committee shall utilize consensus scoring and discuss each proposal to complete the numerical grading.

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:

Scoring Criteria

(0-30%) Proposer Methodology/Approach – Points will be awarded based on the quality and comprehensiveness of the proposer's project approach, plan for communication and collaboration among various stakeholders, and risk assessment and proposed mitigation strategies.

(0-35%) Proposer Experience/Project Team – Points will be awarded for the relevance of the project team's experience to the work at hand. Particular focus will be placed on the team's experience acting in the role of Owner Advisor on complex collaborative delivery projects in the water sector. Experience, work location and availability of team members identified as "Key Personnel" will also be a major consideration.

(0-25%) Project Samples – Points will be awarded based on the complexity and relevance of the project samples. Additional weight will be given to particularly challenging projects which were navigated successfully by the proposer and for projects of a similar scale to the proposed work. Projects referenced in the proposal should ideally include key members of the project team for the WQMP Phase I work.

(0-10%) Proposal complies with contract DBE participation goal of 35% and is willing to promote full and equal business opportunities in accordance with the Board's State-Local Disadvantaged Business Enterprise Program.

3.3 Price Evaluation

Cost Proposals must be submitted in a separate envelope or file (if emailed) 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 for Task 1.

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:

- 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;
- Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals;
- Waive any requests or requirements if such waiver is in the best interest of the SWBNO; and
- 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 11inch paper and must be limited to a maximum of 20 pages, not including resumes. Proposals which fail to adhere to the page limit requirement will be rejected. Proposals must be separated into 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 INTRODUCTION

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

- Abilities
- Capacity
- Skill
- Strengths
- Number of years in business
- Number of employees

4.4 PROPOSER METHODOLOGY/APPROACH

The proposal should include a description of the proposer's methodology/approach. This section should address the following items:

4.4.1 Project Approach and Plan of Action:

- Identify how the OA team will approach the assignments given under this contract, with particular focus on the Procurement, Preconstruction and Design Phases. Identify items of work that the lead firm will self-perform. Identify where the work will be performed, the location of the Project Manager, and the location where the contract will be administered. Indicate the team's ability to coordinate all portions of the work. Indicate how the geographical setup of the team will achieve successful delivery of the work. Proposal should demonstrate that the proposer has read and understands the goals of Water Quality Master Plan.

4.4.2 Communication, Collaboration, and Stakeholder Engagement:

- Describe the Proposer's approach to facilitating effective communication, collaboration, and decision-making among SWBNO, the designer, CMAR, regulators, and other stakeholders. The response should address education of SWBNO staff and other stakeholders on CMAR processes, assessment of organizational CMAR readiness, meeting and reporting protocols, issue escalation procedures, and methods for building consensus, resolving disputes, and maintaining alignment on project scope, schedule, budget, risk, and operational objectives throughout all phases of the Project.

4.4.3 Project Risk Assessment:

- Identify and discuss the critical risks for this work, focusing on what the Proposer's team considers the most relevant and critical to the success of the work. Provide a narrative for each risk that describes why the risk is critical, indicates the impact the risk will have on the work and discusses the mitigation strategies the Proposer's team may implement to address the risk. Describe the role that the Proposer expects the Board or other entities to have in addressing these risks.

4.5 PROPOSER EXPERIENCE/PROJECT TEAM

The proposal should include a description of the proposed project team. This section should address the following four items:

4.5.1 Team Composition:

- Provide the names, roles, and qualifications of the key members of the team.
- Include resumes for key team members.
- Team members will be expected to have technical expertise specific to the water sector as well as management experience in collaborative delivery methods such as CMAR. DBIA certification of key team members is preferred but not required.
- The Program Manager and Project Manager for the project are identified as Key Personnel. Requirements for Key Personnel are as follows:
    - Program Manager - The Program Manager shall be a Louisiana licensed professional engineer with a minimum of five (5) years (and preferred ten (10) years) of progressive experience and expertise in managing large-scale and complex water and wastewater treatment facility projects, be in charge of and responsible for all aspects of the Program, and be a full-time employee of the Prime Consultant Firm.
    - Project Manager – The Project Manager shall have a minimum of five (5) years (and preferred ten (10) years) of progressive experience and expertise in managing large-scale and complex water and wastewater treatment facility projects and be a full-time employee of the Prime Consultant Firm.
    - All Key Personnel shall work within the New Orleans Metropolitan area for the duration of the project.
- Provide an organizational chart showing the flow and "chain of command" with lines identifying participants who are responsible for major functions to be performed and their reporting relationships. The chart must show the functional structure of the organization and must identify Key Individuals by name. Provide a brief, written description of significant functional relationships among participants and how the proposed organization will function as an integrated conceptual design team.

4.5.2 Responsibilities:

- Clearly define the specific roles and responsibilities of each team member within the project.

4.5.3 Relevant Experience:

- Detail the experience of each team member in conducting similar projects. Include any experience in providing Owner Advisor services on CMAR projects in the water sector and any experience providing Owner Advisor services on design-build projects for major water plant improvements similar to this project.
- Highlight any specific experience working with clients new to collaborative delivery and CMAR in particular.
- Note experience with construction cost estimation as it pertains to cost estimate validation and GMP development.

4.5.4 Availability:

- Provide information on the availability of each team member.
- Indicate any potential risks associated with team member availability and how they will be mitigated.

4.6 PROJECT SAMPLES

Provide at least 3 project samples comparable to the requested services performed by your firm within the last 10 years. This section should address the following four items:

4.6.1 Project Information:

- For each project, include the project title, location, client name, scope of work, and specific role the Proposer played in the project.
- Identify which members of the project team for this proposal were involved in the project samples and their role, if applicable. Projects referenced in the proposal should ideally include key members of the project team for the WQMP Phase I work.

4.6.2 Demonstration of Successful Outcomes:

- For each project, describe the successful outcomes and results achieved. This might include specific examples of successes on projects of a comparable scale as this one or successful mediation of complex disputes between various stakeholders on a comparable project. Highlight successful outcomes that relate to the work outlined in this RFP.

4.6.3 Challenges and Solutions:

- For each project, highlight any challenges that were encountered and how they were addressed.

4.6.4 References:

- For each project, provide client references with contact information (phone number and email) to verify the success and quality of the work performed.
- Include any client feedback that describes the quality and reliability of the Proposer's work.

4.7 ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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 Proposers of 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 __35%____

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
    - Percentage 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
    - Percentage of DBE
    - 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.

4.8 COST PROPOSAL - SUBMITTED SEPARATELY

In a separate file, provide a detailed summary of tasks and fees, including the classification of personnel assigned to tasks, anticipated hours spent on each task, and the hourly rate of each classification. For the purposes of this solicitation, cost proposal should only address the scope of Tasks 1.0 and 1.1.

The Board reserves the right to negotiate any and all parts to this Proposal with the selected Proposer prior to formalization of an Agreement for Services.

REQUIRED ATTACHMENTS

RFP Technical and Cost Proposal Submittal Checklist
Technical Proposal – In Sections
Cost Proposal (separate file)
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)
This section shall include the forms required for proposal submission and those required for the awarded proposer.

Attachments Checklist (REQUIRED AT PROPOSAL SUBMISSION):
ATTACHMENT – COVER SHEET
ATTACHMENT – ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET
ATTACHMENT – ECONOMICALLY DISADVANTAGED BUSINESS ACKNOWLEDGEMENT SHEET

Attachments Checklist as Separate Files (REQUIRED AT PROPOSAL SUBMISSION):
ATTACHMENT – COST PROPOSAL

REQUIRED FOR AWARDED PROPOSER AT CONTRACT:
ATTACHMENT – AFFIDAVITS
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 Emergency 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: _____

This form must be completed in its entirety and submitted with proposal documents. Deviations and failure to complete, sign, and submit this form will deem your proposal non-responsive.