SEWERAGE AND WATER BOARD
OF NEW ORLEANS
2026-SWB-24 (1444)

West Power Complex Fuel Delivery System

PROPOSALS DUE ON

January 5, 2027, AT 11:00 A.M., CENTRAL TIME

SEWERAGE & WATER BOARD OF NEW ORLEANS

SOLICITATION NO. 2026-SWB-24 (1444)

WEST POWER COMPLEX FUEL DELIVERY SYSTEM

The Sewerage and Water Board of New Orleans is soliciting vendors for the **West Power Complex Fuel Delivery System New Orleans, LA.**

Bid Documents and proposal forms are available for download on **November 23, 2026**, on the following websites:
SWBNO: https://www2.swbno.org/business_bidspecifications.asp
LAPAC: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181

A **NON-MANDATORY** pre-bid conference will be held on **December 7, 2026,** at **10:30 a.m.** Central Time at the Sewerage and Water Board of New Orleans' Procurement Conference Room 131, New Orleans, Louisiana, 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/272099322637610?p=4OVrH2ET2wQQkcASzl
Meeting ID: 272 099 322 637 610
Passcode: sJ2mB2ju
Dial in by phone
+1 504-224-8698,,885578034# United States, New Orleans
Phone conference ID: 885 578 034#

All inquiries shall be directed to Kimberly Barnes, Procurement Specialist, at kbarnes@swbno.org. The deadline for inquiries is on **December 10, 2026, at 5:00 p.m.** Central Time**.**

Bids are due on **January 5, 2027, at 11:00 a.m.** Any Bids received after the specified time will be rejected.

Bids will then be publicly opened and read on **January 5, 2027, at 11:30 a.m.** at Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Purchasing Conference Room 131, New Orleans, Louisiana.

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/280598349901808?p=N8EmkUfMLxgaFQIuUk
Meeting ID: 280 598 349 901 808
Passcode: JU6cK7Np
Dial in by phone
+1 504-224-8698,,638056258# United States, New Orleans
Phone conference ID: 638 056 258#

LATE BIDS WILL NOT BE ACCEPTED.

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

1.1. Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

1.1.1. *Issuing Office*—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered: Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Procurement Department Room 133, New Orleans, Louisiana 70165.

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents are available in electronic form on the Sewerage & Water Board of New Orleans website:

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

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

2.2. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

2.3. Drawings included in the Bidding Documents are electronic .pdf files generated from electronic drawing files. Any reduction from actual size is indicated by a note or scale bar on Drawing.

2.4. Owner and Engineer, in making Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1. In order to perform public work, Bidder and its Subcontractors, prior to award of Contract or as otherwise required by the jurisdiction, shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

3.2. Bidder is advised to carefully review those portions of the Bid Form requiring representations and certifications.

4. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.1. Subsurface and Physical Conditions:

4.1.1. The Supplementary Conditions identify:

4.1.1.1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

4.1.1.2. Those drawings known to Owner of physical conditions relating to existing surface and subsurface structures at the Site.

4.1.2. Copies of reports and drawings referenced will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. Costs associated with making available copies of reports and drawings shall be borne by Bidder.

4.2. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others.

4.3. Hazardous Environmental Condition:

4.3.1. The Supplementary Conditions identify reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

4.3.2. Copies of reports and drawings referenced will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. Costs associated with making available copies of reports and drawings shall be borne by Bidder.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02 through 4.04 of the General Conditions. Conditions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental

Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.5. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Owner deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.6. Related Work at Site: Reference is made to the General Requirements for identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request Owner will provide to each Bidder for examination, access to Contract Documents (other than portions thereof related to price) for such other work.

4.7. Safety: Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.8. It is responsibility of each Bidder before submitting a Bid to:

4.8.1. Examine and carefully study the Bidding Documents, other related data identified in the Bidding Documents, and any Addenda.

4.8.2. Visit the Site to become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.8.3. Become familiar with to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

4.8.4. Carefully study all information provided and reference in plans and specifications.

4.8.5. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents.

4.8.6. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

4.8.7. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

4.8.8. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in Bidding Documents and confirm that written resolution thereof by Engineer is acceptable to Bidder.

4.8.9. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

4.9. Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by Bidding Documents and applying specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and that Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the Work.

5. SPECIAL PRODUCT REQUIREMENTS

5.1. Bidder's attention is directed to the Supplementary Conditions, Paragraph 6.03.

6. PREBID CONFERENCE

A **NON-MANDATORY** pre-bid conference will be held on **December 7, 2026,** at **10:30 a.m.** Central Time at the Sewerage and Water Board of New Orleans' Procurement Conference Room 131, New Orleans, Louisiana, 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/272099322637610?p=4OVrH2ET2wQQkcASzl
Meeting ID: 272 099 322 637 610
Passcode: sJ2mB2ju
Dial in by phone
+1 504-224-8698,,885578034# United States, New Orleans
Phone conference ID: 885 578 034#

6.1. Representatives of Owner and Engineer will be present to discuss the Project. Procurement will transmit to prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

7. SITE AND OTHER AREAS

7.1. The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner, unless otherwise provided in the Bidding Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

8. INTERPRETATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Bidding Documents are to be submitted to the Sewerage & Water Board Procurement Department. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda sent to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received after **December 10, 2026,** at **5:00 p.m**. may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.2. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

8.3. Addenda issued in response to questions will be issued no later than 72 hours prior to bid opening.

9. BID SECURITY

9.1. Bid shall be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the attached form), issued by a surety meeting the requirements of Paragraph 5.01 and Paragraph 5.02 of the General Conditions.

9.2. Upon Notice of Award of the Contract, the Bid security of all bidders, other than the lowest two (2) formal bidders, will be returned upon request. The return of the Bid security to whom the Contract is awarded is conditioned upon the successful bidder furnishing the insurance required in the specifications and appearance before the Notary for the Sewerage and Water Board of New Orleans within ten (10) consecutive calendar days after notice by the Executive Director or designee of the award of the contract and executing the contract and furnishing bond for the faithful fulfillment thereof according to the attached specifications. The Bid security of the next lowest bidder will be returned as soon as the successful bidder has executed the Contract and furnished bond upon request. If all bid proposals are rejected, all Bid security will be returned immediately upon request.

9.3. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after Bid opening upon request.

10. CONTRACT TIMES

10.1. The number of days within which, or the dates by which, Milestones are to be achieved, and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

11. LIQUIDATED DAMAGES

11.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

12. SUBSTITUTE AND "OR-EQUAL" ITEMS

12.1. The Contract will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

13. WAGE RATES

13.1. The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the Secretary of the U.S. Department of Labor (see appended rate tables). Refer to Attachment #5 of the Supplementary Conditions for more information.

13.2. The successful bidder is to make available to the Board, complete records in connection with payment of employees during the term of the job in order to permit the Internal Audit Division to check as to adherence to the wage scale presently in effect in accordance with U.S. Government standards.

14. PREPARATION OF BID

14.1. Bidders shall prepare bid document to include Louisiana Uniform Public Work Bid Form, Bid Security or Bid Bond; Acknowledgment of Addenda; Base Bid; Alternates (if applicable); Signature of Bidder; Name, Title, and Address of Bidder; Name of Firm or Joint Venture; Corporate Resolution or written evidence of the authority of the person signing the bid; and Louisiana Contractors License Number.

14.2. All blanks on the Bid Form shall be completed by typing or printing with ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, unit price item, and alternate listed therein.

14.3. A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

14.4. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

14.5. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

14.6. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

14.7. All names shall be typed or printed in ink below the signatures.

14.8. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form.

14.9. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

14.10. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number and class, if applicable, shall also be shown on the Bid Form.

15. BASIS OF BID; COMPARISON OF BIDS

15.1. Total Base Bid:

15.1.1. Bidders shall submit on a lump sum basis as set forth on the Louisiana Uniform Public Work Bid Form.

15.1.2. Bidders shall include a separate price for each alternate described in the Bidding Documents as provided for in the Louisiana Uniform Public Work Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid Form.

15.2. Unit Price:

15.2.1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Unit Price Bid Table.

15.2.2. The total of all prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

15.2.3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.3. Alternates:

15.3.1. Alternates requiring pricing in the Bid Form are described in Section 01 11 01, Summary of Work, and in the Bid Form, if applicable.

15.3.2. Indicate in Bid Form the amount to be added or subtracted from the base Bid for alternates described.

15.3.3. Include cost of all related work, including modifying surrounding work to integrate the Work of each alternate.

15.3.4. Alternates listed on Bid Form will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Agreement if applicable.

16. SUBMISSION OF BID

16.1. The Bidders are to complete and submit the following documents at bid submission:

16.1.1. Louisiana Uniform Public Work Bid Form is to be completed

16.1.2. Bid Security or Bid Bond.

16.1.3. Corporate Resolution or Written Evidence of Authority

16.2. The two (2) lowest bidders will have three (3) working days following the bid opening to submit the following:

16.2.1. Additional Requirements, Bidder Declaration, Guarantees, and Emergency Procedures Document

16.2.2. Attestation Affidavit Form

16.2.3. Voluntary Extension

16.2.4. Affidavit of Non-Collusion

16.2.5. Conflict of Interest Disclosure Affidavit

16.2.6. Convicted Felon Affidavit

16.2.7. Non-Solicitation Affidavit

16.2.8. Economically Disadvantaged Business Participation Summary Sheet

16.2.9. Economically Disadvantaged Business Participation Acknowledgement Form

16.3. A Bid shall be submitted no later than the date and time prescribed, and at the place indicated in the Invitation to Bid. Enclosed Bid in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of Bidder, and accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED.

Hard Copy Submission:
Signed hardcopy of the bid in a sealed envelope

Mark the front envelope with the following:
Solicitation # 2026-SWB-24 (1444)
Company Name
Company Address
Company Contact Name, Phone Number, and Email Address
Contractor's License Number

Address envelope to:
Sewerage and Water Board of New Orleans
Attn: Kimberly Barnes
625 St. Joseph St. Rm 133
New Orleans, LA 70165

Fax and email submission will not be accepted.

Mail or courier specifications:
The 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.

16.4. In accordance with LRS 37:2163, Bidders are required to certify they hold an active Contractor's license and indicate license number on Bid envelope. Bid envelopes received

with no Contractor license number will not be opened and will automatically be rejected and considered non-responsive.

17. OPENING OF BIDS

Bids will then be **publicly** opened and read on **January 5, 2027,** at **11:30 a.m**. at Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Purchasing Conference Room 131, New Orleans, Louisiana.

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/280598349901808?p=N8EmkUfMLxgaFQIuUk
Meeting ID: 280 598 349 901 808
Passcode: JU6cK7Np
Dial in by phone
+1 504-224-8698,638056258# **United States, New Orleans**
Phone conference ID: 638 056 258#

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

19. EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1. Pursuant to Louisiana Statute 38:2225, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.

19.2. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.3. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

20. NOTARIAL FEE.

20.1. The Contract and Bond shall be signed in the City of New Orleans, before the Notary for the Sewerage and Water Board of New Orleans, by the Contractor in person or

by a duly authorized representative. The notarial fee for the execution of the contract shall be paid by the Contractor in accordance with the Notarial Fee Schedule below. The Fee Schedule is subject to change, and Contractor is responsible for any deviations from this Fee Schedule. Contractor shall also be responsible for payment of all recordation costs and photocopying at the rate of $0.50 per page. All affidavits of acceptance or substantial completion are $70.00 plus actual recordation costs.

NOTARIAL FEE SCHEDULE

Notarial work for all Sewerage and Water Board of New Orleans construction contracts, requiring to be notarized:

Contract Value	**Fee**
Under $1,000.00	$227.00
$1,000.00 to $49,999.99	$423.00
$50,000.00 to $499,999.99	$1,073.00
$500,000.00 to $999,999.99	$2,304.00
$1,000,000.00 or over	$4,608.00

21. CONTRACT SECURITY AND INSURANCE

21.1. Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to bonds and insurance. When Successful Bidder delivers executed Agreement to Owner, it shall be accompanied by such bonds.

22. SIGNING OF AGREEMENT

22.1. The final award of the contract will be made at the subsequent Board meeting. All prices bid must be held firm for 120 days or until final award of contract by the Board.

22.2. After submittal of required Insurance and Bonds, in form acceptable to the Sewerage and Water Board of New Orleans, the selected Bidder will be authorized by the Executive Director of the Board to appear before the Notary to sign the contract within ten (10) consecutive calendar days from the date of the notice.

23. SALES AND USE TAXES

23.1. Applicable state and local sales and use taxes for purchase of materials and supplies furnished under this contract shall be paid by the Contractor. Such taxes shall be included in the lump sum bid for the work of this contract. The board shall be relieved of any obligation to pay these taxes.

24. RETAINAGE

24.1. Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage, if applicable, are set forth in the Agreement.

25. BID PROTESTS

25.1. Any formal protest 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.

26. PUBLIC RECORDS REQUESTS

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

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **Sewerage and Water Board of New Orleans**
Purchasing Department, Room 133
625 St. Joseph St.
New Orleans, LA 70165
(Owner to provide name and address of owner)

BID FOR: **Contract 1444**
West Power Complex @ CWTP
Fuel Oil Delivery System
(*Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:_____ and dated: _____
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars ($ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars ($_____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

**** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: **Sewerage and Water Board of New Orleans**
Purchasing Department, Room 133
625 St. Joseph St.
New Orleans, LA 70165
(Owner to provide name and address of owner)

BID FOR: **Contract 1444**
West Power Complex @ CWTP
Fuel Oil Delivery System
(*Owner to provide name of project and other identifying information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___ Mobilization and Demobilization, Prepare and Submit Project Schedules, Construction Layout			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___ Fuel Oil Forwarding Pump Skid Supply and Installation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Fuel Oil Return Pump Skid Supply and Installation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Supply and Installation of Steel Platform for Fuel Oil Forwarding Pump Skid			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Single Wall Pipe, Valves, Fittings, Coatings, Supports, Trenching, Sleeve (Under Roadway), Tie-Ins			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Double Wall Pipe, Fittings, Coatings, Supports, Trenching, Tie-Ins			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
6	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Double Wall Pipe Leak Detection System and Integration			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
7	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Cathodic Protection			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Electrical Installation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Controls Installation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
10	1	LS		

DESCRIPTION:	☑ Base Bid or ❑ Alt.# ___Controls Integration			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
11	1	LS		

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

1-2 ADDITIONAL REQUIREMENTS

All blank spaces in this Proposal section shall be filled. A bid price shall be indicated for each bid item. Bids received without all such items completed will be considered non-responsive. The bid shall contain an acknowledgement of receipt of all Addenda in space provided. The Louisiana Uniform Public Work Bid Form & Unit Price Form (if applicable) and the amount of Deposit or Bid Bond five percent (5%) of the total amount of the proposal is REQUIRED to be submitted in a sealed envelope on bid opening date. The two (2) lowest numerical bidders have three (3) days after the bid opening (exclusive of Saturdays, Sundays and Holidays) to submit any additional information such as (Voluntary Extension Sheet, Affidavit, Economically Disadvantage Business Summary Sheet if applicable) as well as requirements of Sections 1-3 through 1-6 below. Failure to do so will render the bid non-responsive.

1-3 BIDDER DECLARATION

_____do hereby declare that _____the only person _____interested in this proposal and that no other person than the one _____herein named have any interest herein or in the contract proposed to be taken; that it is made without any connection with any other person or persons making proposal for the same work and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans or of the several boards thereof, who are by law excluded from participation herein, and directly or indirectly interested herein or in furnishing bond or in any portion of the profits hereof.

------- do hereby also declare that ------ have LOUISIANA CONTRACTOR'S LICENSE in the field of ..... with NUMBER ..... .

And _____do further declare that _____have carefully examined the annexed specifications and the drawings furnished, and personally inspected the ground and that _____will contract to provide the necessary tools, machinery and apparatus and other means of construction, and to furnish all labor and material specified in this contract or called for by the plans, necessary to complete the work in the manner specified and within the time mentioned in the specifications and according to the requirements of the Engineer, as herein set forth.

1-4 In accordance with Louisiana Revised Statute 38:2227 the following affidavit shown on the next page must be submitted with the bid, or no later than 3 days after the bid opening (excluding Saturdays, Sundays, and Holidays). Failure to do so will render the bid non-responsive. **Please note, THE AFFIDAVIT MUST BE NOTARIZED.**

1-5 GUARANTEES

_____guarantee that the whole of the work under this contract will be substantially completed within **[300]** calendar days after the date of the "Commencement of Contract Times."

In case of delay in the completion of the contract beyond the contract time of completion as determined by the Board hereby agree to pay, as liquidated damages, the sum of **Five Thousand Dollars ($5,000.00)** for each calendar day of such delay, which liquidated damages shall become due by the mere elapsing of the delay without the necessity of putting _____in default.

1-6 EMERGENCY PROCEDURES

Contractor must furnish telephone numbers for routine or emergency telephone calls.

NAME TITLE

TELEPHONE NO.:
NORMAL CALLS _____

EMERGENCY _____

STATE OF LOUISIANA

PARISH OF ORLEANS

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified and sworn in and for the State and Parish aforesaid, personally came and appeared _____ who after being duly sworn, did depose and say as follows:

1) He/she is the _____ (title) of _____ (company);

2) He/she has not been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.

3) The contracting entity, person or corporation whose principal(s), member(s), and /or Officer(s) have, within the preceding 5 years, not been convicted or plead guilty to, a felony under state or federal statutes, for embezzlement, theft of public funds, bribery, falsification or destruction of public records; (City Code Section 2-8)

4) The following is a list of individual partners, incorporators, directors, managers, officers, organizers, or members who have a minimum ten percent interest ownership interest in the bidding entity:

_____(name) _____(name)

_____(name) _____(name)

_____(name) _____(name)

5) No other persons hold an ownership interest in the bidding entity via a counter letter.

6) None of the above named individual partners, incorporators, directors, managers, officers, organizers, or members, who has a minimum ten percent interest ownership in the bidding entity, been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.

7) He/she is not delinquent on any taxes owed the City of New Orleans or fees/charges to the Sewerage and Water Board. (City Code Section 2-8)

The following sections apply only to Public Works Contracts:

8) In accord with LA Revised Statute 38:2212.10 the entity represented herein is registered and participates in the "Status verification system" of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), known as the "E-Verify" program to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.

9) The entity represented herein shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

10) The entity represented herein shall require all subcontractors to submit to the contractor a sworn affidavit verifying compliance with the Status verification system.

WITNESSES:

_____ _____

AFFIANT

_____

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

_____ DAY OF _____, 20_____.

_____ _____

NOTARY PUBLIC **Notary Id. No. or Bar Roll No.**

_____

PLEASE PRINT NAME OF NOTARY

CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared_____,

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

1. He/She is the_____and authorized representative of

_____, hereafter called "Contractor."

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

3. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

_____
Proposer Representative (Signature)

_____
(Print or type name) (Address)

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

This ____day of (MONTH) _____, 20 ____.

_____
Notary Public

_____
Notary Identification No./Bar Roll No.

NON-SOLICITATION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared_____,

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

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

_____
Contractor Representative (Signature)

_____
(Print or type name) (Address)

_____

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

this ___day of _____, 20 _____.

_____
Notary Public

_____
Notary Identification No./Bar Roll No.

NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

_____

the Proposer that has submitted the attached Proposal:

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

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

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

_____ _____

Proposer Representative (Signature) Title

_____

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

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

_____ _____

NOTARY PUBLIC (Signature) NOTARY PUBLIC (Print Name)

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

He/She is _____ and authorized representative of _____,
Hereafter called "Bidder."

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

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

_____
Respondent Representative (Signature)

_____
(Print or type name)

_____
(Address)

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

_____ _____
NOTARY PUBLIC (Signature) NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll# _____

BIDDERS'S ORGANIZATION

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

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

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

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

CORPORATE RESOLUTION

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

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

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

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

I,_____, hereby certify that I am the Secretary of_____, a corporation created under the laws of the State of _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