

REQUEST FOR PROPOSAL

Emergency Hotel Rooms during Declared Disaster

Solicitation # 2023-SWB-08



Proposal Due Date: November 27, 2023

Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
Emergency Hotel Rooms during Declared Disaster
2023-SWB-08

The Sewerage and Water Board of New Orleans (SWBNO) desires to contract vendor(s) to provide hotel rooms for essential employees during a declared disaster event. This contract is only activated in the event of an extended hurricane/declared disaster activation three (3) days beyond declaration. The vendor will need to provide hotel 250-300 rooms to the organization for a minimum of three (3) to seven (7) days if utility services are not readily and reasonably available.

RFP will be available **October 12, 2023**, for download at the following websites:

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

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

A non-**mandatory** pre-proposal conference for this RFP will be held on **October 20, 2023, 10:00 a.m. CST** at SWBNO Administration Building, 625 St. Joseph St. – Purchasing Conference Room (Rm 131), 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 on your computer, mobile app, or room device

[Click here to join the meeting](#)

Meeting ID: 295 244 821 782

Passcode: V2hoRr

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 504-224-8698](tel:+15042248698), [610170516#](tel:610170516) United States, New Orleans

Phone Conference ID: 610 170 516#

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

Inquiries and/or Requests for Clarification are due to **Paul Mitchell, on October 27, 2023, no later than 5:00 pm CST** via in writing or email to mitchell4@swbno.org. All responses will be posted on or before **November 3, 2023**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **November 27, 2023, at 11:00 a.m.** local time. For submission instructions, see proposal documents.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Sewerage and Water Board of New Orleans (hereinafter referred to as “SWBNO”) desires to contract a vendor to provide hotel rooms for essential employees during a declared disaster event. This contract is only activated in the event of an extended hurricane/declared disaster activation 3 days beyond declaration. The vendor will need to provide hotel 250-300 rooms to the organization for a minimum of seven (7) days if utility services are not readily and reasonably available.

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 **Paul Mitchell, Purchasing Agent**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, **504-585-2368**, lmitchell4@swbno.org.

Inquiries and/or Requests for Information are due to the Board’s Procurement Department via email to lmitchell4@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 Pre-Proposal Conference

A non-**mandatory** pre-proposal conference for this RFP will be held on **October 20, 2023, 10:00 a.m. CST** at SWBNO Administration Building, 625 St. Joseph St. – Purchasing Conference Room (Rm 131), 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 on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 228 000 017 540

Passcode: gFz2ei

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 504-224-8698,40818415#](tel:+1504224869840818415#) United States, New Orleans

Phone Conference ID: 408 184 15#

Representatives from the Board will be available for discussions at this meeting. The purpose of the pre-proposal conference is to assist interested contractors in the interpretation of the Request for Proposal (RFP), DBE requirements and other technical and contractual matters.

Nothing stated or discussed during this Pre-Proposal Conference shall be considered to modify, alter, or change the

requirements of the RFP, unless it shall be subsequently incorporated into an addendum to the RFP. All questions asked during the pre-proposal conference deemed to be pertinent by the Board will be addressed in an Addendum following the pre-proposal conference.

1.5 Questions and Answers

Inquiries and/or Requests for Clarification are due to **Paul Mitchell, on October 27, 2023, no later than 5:00 pm CST** via in writing or email limitchell4@swbno.org. All responses will be posted on **November 3, 2023, no later than 5:00 pm CST**. 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.

1.6 Submission of Proposals

Proposers who are interested in providing services requested under this RFP can submit a proposal either courier/mail service or via email.

Ways to submit a response:

Hard Copy Submission:

One (1) signed hardcopy of the bid with one (1) electronic version in searchable .pdf on a flash drive in a sealed envelope

and

One (1) Signed hardcopy of the cost proposal in a separate sealed envelope

Marked **2023-SWB-08 - Emergency Hotel Services during Declared Disaster**

To:

The Sewerage & Water Board of New Orleans

Attn: Cashanna K Moses - Procurement Department

625 St. Joseph Street, Room 133

New Orleans, LA 70165

Mail or courier: Proposer remain responsible for ensuring that the proposal is delivered prior to the submission deadline with a proof of delivery. Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

Electronic Submission:

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

Subject Line: **2023-SWB- - Emergency Hotel Rooms Services during Declared Disaster**

– [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 “**2023-SWB- - Emergency Hotel Rooms during Declared Disaster**– [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 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.

1.7 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 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 public. The Board reserves the right to qualify Proposers as it deems in its best interest.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 Cost of Preparation

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

1.13 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	10/12/2023	
Non-Mandatory Pre-Proposal Meeting	10/20/2023	10:00 a.m.
Deadline for Questions	10/27/2023	5:00 p.m.
Responses to questions/clarification	11/03/2023	TBD
Proposal due date and time	11/27/2023	11:00 a.m.
Scoring	10/08/2023	

1.14 Bid Protest Procedures

Any formal protest 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.

1.15 Public Records Request

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

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

1.16 FEMA Provisions

Notwithstanding any provision of the contract to the contrary during the performance of the contract, qualified respondents shall be required to comply with the Special Compliance Conditions for FEMA – Funded Contracts in Attachment K.

PART II. GENERAL INFORMATION

Sewerage and Water Board of New Orleans Request for Proposals Emergency Hotel Rooms during Declared Disaster

2.1 Overview of the SWBNO

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

2.2 Scope of Work

SWBNO is seeking proposals for obtaining hotel rooms during a declared disaster on the following terms:

Living Space:

Single and double occupancy room shall contain adequate net living and sleeping areas. No more than one person shall be assigned to a room.

Rooms shall be constructed and finished to provide good light and sound attenuation.

Sufficient electrical outlets shall be available and in good working condition.

All entrance doors to rooms shall have interior security locks, either deadbolt or double locking locks. Each room occupant shall be provided with a room key.

Bathrooms must be constructed to provide convenient sanitary facilities. Bathrooms must contain a shower and/or tub combination with a wash basin, a properly functioning toilet, and a mirror. Additionally, bathrooms should have adequate lighting and grounded electrical outlets for use of electrical razors, hair dryers etc. The shower or shower/tub combination shall have shower doors or curtains.

A telephone in the room is desirable, if not available due to location, have telecommunication devices in the immediate area.

A television in the room is desirable, if not available due to location, have information as to where television is available to patrons.

Rooms shall have adequate heating and cooling capabilities.

Furnishing and Equipment:

Must be clean and in good repair. The following minimum furnishings are required:

- a. Lamp 1 per desk or writing table
- b. Adequate clothes storage drawers and closet space
- c. Desk or writing table with chair
- d. Trash container

Additional desirable amenities:

- a. Refrigerators each room
- b. Alarm clock
- c. Microwave each room
- d. Washer/Dryer facilities

Services: The contractor shall provide the following services:

Assignment of Quarters/Rooms: SWBNO employees should not be billed under this contract arrangement.

The contractor must be adequately manned to provide a 24 hour check in and check out service, 7 days a week.

Individuals should be assigned to one room, no more than one individual per room.

Custodial/Sanitation Services:

Daily custodial services shall include, but is not limited to, room cleaning, bed making, linen change (as required), adequate quantities of soap, bath towels, hand towels, sanitized drinking glasses, facial tissues, and a cloth bathmat.

Linen Service:

Linen service shall be provided on an as-needed basis. Additional blankets shall be made available if requested by occupant. All linen and blankets shall be clean, freshly laundered, without any objectionable odors, and in good repair, free from tears, rips, holes, stains, and extensive wear.

Common Use Areas:

The contractor shall keep all hallways, corridors, grounds, and other adjacent areas under the contractor's control in a clean, neat, and safe condition.

"DO NOT DISTURB" Signs: All rooms shall have such signs available. Hotel employees shall respect them when displayed.

Information Services:

Customer service representatives shall be able to explain occupant's miscellaneous charges not covered by this statement of work, i.e., telephone charges.

Additional Rooms:

For a period of the contract SWBNO will have the option to reduce or increase the number of rooms needed without penalty.

SWBNO will only pay for nights used and any applicable penalties due to late cancellations. An SWBNO employee list will be provided to the hotel representative prior to arrival of guests covered under the contract.

SWBNO will not pay for telephone calls, mini bar, bottled water, room service, cell phones, and hotel charges other than those specifically provided for in this contract. SWBNO will not pay taxes in accordance with Louisiana Tax Exempt document.

Quality Standards for Rooms:

All rooms shall include a high standard of hygiene, private bath with full toilet and shower facilities, hot and cold running water, clean linen (as needed), working electricity, color television with cable service, clock, and telephone. The room shall also be appropriately furnished.

Amenities:

All hotel guest facilities and amenities, to include the business center, swimming pool, spa, wireless internet and exercise facilities will be made available for conference participants free of charge as long as they are registered in the hotel.

Hotel Representative:

The contractor shall provide a representative as a liaison. The hotel representative (HR) must be vested with the authority to resolve issues and payment as they arise. The HR shall be available throughout the time period the hotel is in use by SWBNO. The hotel will provide a list of on-call hotel points-of-contact who have the authority to resolve issues affecting their areas of support, (for example: room maintenance, security, banquets, payment, etc.)

1. Provide up to 300 standards, double, king, and/or extended stay rooms (according to availability)
2. Rooms should include full suite of hotel products
3. Rooms should be cleaned daily or as conditions allow

Unoccupied rooms:

If the hotel holds a room and a participant does not occupy that room prior to the end of check-in time on the date of scheduled occupancy, SWBNO will be charged a no-show fee for that day and remaining days will be cancelled. SWBNO will not be charged by the contractor for the remaining days of that reservation.

Quantities of rooms reserved are generally based on preliminary estimates, which are subject to change as SWBNO's requirement changes or becomes more certain. Initial reservations will be made at least 48 hours prior to check in. Any adjustments to accommodation arrangements will be communicated no later than 24 hours prior to the designated check in time. Changes may include cancellation, decreases, or increases to rooms required.

Hotel shall meet all local and State public health standards and regulations. Rooms shall be free of Insects, rodents, and other pests. Hotel shall provide current pest management contract information along with the latest report. Rooms shall be properly sanitized with clean linen, and free of dirt, debris, and mold. Rooms shall be cleaned daily OR cleaned based on the current local or state COVID-19 regulations.

- A. SWBNO employee who report pests or unclean rooms, or linens shall be immediately moved to another room.
- B. In the event a room is infested by insects, rodents, or other pests, the hotel shall follow local and state guidelines on proper quarantine and treatment of affected rooms and guest's belongings. Hotel shall provide proof of room treatment from a licensed pest management company before the hotel will be used again.

All facilities and courtesies customarily extended to occupants without charge (i.e., pools, lounges, parking areas, etc.) shall also be made available without additional charge to SWBNO.

Hotel shall require each SWBNO employee to show work ID upon check-in and compare the name on the ID to the rooming list provided by Emergency Management or Procurement Director.

Building/Property Infrastructure Assessment:

The following is a series of questions to evaluate the property's emergency preparedness in response to a declared disaster. The preparedness assessment includes, but is not limited to, mandatory requirements.

1. Does your property have sufficient backup generator power in the event of a declared disaster? If so, how is the backup power designated regarding critical services (i.e., elevators, servers, boilers) and guest services?
2. In the event of reduced services, will there be adequate security on site?
3. Does your property have an updated Emergency Preparedness Plan in place? If so, has your staff received training in emergency response protocols for your property?
4. Does your property have conference rooms to accommodate large groups of employees for daily crew meetings?
5. Please specify payment expectation as it pertains to emergency accommodations outlined in this request.
6. Does your property have a functioning restaurant or food service capability?

2.2A PROPOSER RESPONSIBILITIES

The proposer will meet the following needs outlined for the Sewerage and Water Board of New Orleans:

1. Upon notification by Emergency Management or Procurement Director of the activation of this contract, the proposer shall be prepared to provide hotel rooms needed.
2. SWBNO shall only be responsible for payment to proposer based on the number of rooms occupied.
3. Terms and conditions for early check-in and late check-out to be provided in technical quote of proposal.
4. Proposer shall be able to respond and provide service within twenty-four (24) to forty-eight (48) hours of telephone or electronic activation (email) as directed by Emergency Management or Procurement Director.
5. **PRICING INCREASES/DECREASES:** The proposal price shall be based on a per room per night offered by proposer. SWBNO desires firm prices for the full contract period.
6. The Proposer's invoice shall reference the issued Purchase Order.
7. The Proposer shall provide emergency contact telephone numbers that will allow twenty-four (24) hours, seven (7) days per week contact.
8. The Proposer shall appoint one of its employees as the primary liaison and key contact during the active event period.

2.2B SWBNO RESPONSIBILITIES

1. Notifying the Proposer via telephone or in-writing (email) as far in advance of a disaster of its need for services as is practicable depending on the type of disaster so as to provide the proposer to properly and adequately respond to SWBNO's requirements.

2. Provide deposit for rooms at the locations specified in the contract to enable the Proposer space to accommodate vehicles and equipment used.
3. Provide written notification of its need for extension of the Proposer's services no less than twenty-four (24) hours prior to termination of the initial specified period.

2.3 Contract Terms and Compensation

The contract period is one (1) year with two (2) one (1) year renewal and is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors (Board) and issuance of Notice to Proceed.

Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening.

2.3A Price Adjustments

Contract prices are to remain firm through the effective dates of the contract. The Contractor may request a price adjustment, in writing, between ninety (90) and one hundred twenty (120) days prior to the contract renewal date with the Contractor's proposal stating his intent to renew the contract. If the Contractor does not request a price adjustment between 90 and 120 days prior to the contract renewal date with the Contractor's proposal to renew the contract, no price adjustment will be made. All price adjustments must be approved by the Board's Procurement Department prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the Board.

2.4 Payment

The Board shall pay Proposer in accordance with the contracted prices. The Proposer will invoice the agency at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) calendar days after receipt of a properly executed invoice, and approval by the Department or designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

2.5 Information

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

2.6 Non-Collusion Statement

The Contractor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

2.7 Non-Solicitation Statement

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona

vide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

2.8 Convicted Felon Statement

The Contractor confirms that no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

2.9 Insurance Requirements

Contractor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Contractor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

a) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily

injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

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

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

d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, **without** any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Contractor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

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

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

2.10 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times 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 all records at a reasonable

time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.11 Confidential Information

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

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

2.12 Confidentiality Statement

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

2.13 Subcontractor

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

2.14 Cooperative Agreement

Per Louisiana Revised Statute 38:321.1 and 39:1702(A)(1), Louisiana State public procurement units may be authorized (potential) users of the contract, subject to the pricing and terms set forth in the contract. All purchases by governmental agencies, other than SWBNO, will be billed directly to and paid by that governmental agency. SWBNO will not be responsible for another governmental entity's debts. Each governmental agency will place their own orders with the successful proposer(s) and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental agencies placing orders, SWBNO will notify the successful proposer of their intent.

Please indicate on the Cover Sheet – Attachment A if you will permit other governmental entities to purchase from your agreement with SWBNO.

2.15 Non-Exclusivity Clause

This contract is non-exclusive and shall not in any way preclude governmental agencies from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

2.16 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.

Current Living Wage. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

- \$11.19 per hour for any work performed on or before December 31, 2021;
- \$13.25 per hour for any work performed on or before December 31, 2022;
- \$15.00 per hour for any work performed on or before December 31, 2023; and
- \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economicdevelopment/workforce-development>

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 members on the Selection Committee will complete the numerical grading and provide a written explanation stating the reasons for the rating for each criterion.

3.2 Technical Evaluation

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

A composite scoring approach will be utilized, in which scores from each Committee member will be averaged in each category in order to score the proposals out of the possible **85 out of 100 points**. A minimum score of 85 points for Total Score must be obtained for a Proposal to be considered acceptable for contract award. Any Proposal failing to receive the minimum score of 85 points at the end of the Technical and Cost scoring, proposals will not be evaluated further and will be ineligible for award.

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

Technical Criteria

(0-10 points) Responsiveness and completeness of the proposal

(0-20 points) Proposer Methodology/Approach - Proposer's ability to respond when services are requested. Proposer's quality of work.

(0-30 points) Proposer Hotel Amenities – Proposer able to provide the basic accommodations along with desirable amenities for hotel rooms.

(0-30 points) Proposer Service Capabilities – Resources and personnel available to perform the required services.

(0-10 points) Net overall cost for the proposed services. (Cost shall be considered in proposal evaluations but shall not be the sole determining factor).

3.3 Price Evaluation

Cost proposals must be submitted in a separate envelope or file (if emailed) marked “Cost Proposal”. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Price Proposal:

The proposer with the lowest cost shall receive the highest cost evaluation score.
Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*10)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer’s cost

X = 10 of the total number of points assigned

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 Recommendation of Award letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

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

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

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

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

4.1 TITLE PAGE

Title Page should contain the following information:

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

4.2 TABLE OF CONTENTS

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

4.3 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:

4.4 PROPOSER METHODOLOGY/APPROACH

4.4A PROPOSER METHODOLOGY

Proposer shall thoroughly describe its capability to perform/facilitate the services required, to include methodology, approach, available operational facilities and/or number of locations, etc. and a detailed plan on how it would meet SWBNO requirements during a disaster event.

4.5 COST PROPOSAL

Cost will be scored and evaluated on the standard room pricing for 300 rooms per night. Please provide the pricing in the Bid Form on Attachment B. If accommodation for the 300 rooms have to be split amongst multiple properties and room types, please list those properties, the type of room, the number of rooms that can be provided and the price per room on the Bid Form. Please add all information for the Standard Rooms to Price Schedule A. Be sure to calculate the total number of rooms and the cost for a final total.

The cost for a double, king, or extended stay room will not be scored for evaluation. However, please provide the property, room type, number of rooms, and pricing per night. during the declared emergency and these rooms are what are available, please provide the pricing per night. If there are multiple properties, please provide a cost proposal for each property and multiply by the number.

4.5 REQUIRED ATTACHMENTS

ATTACHMENT A – COVER SHEET

ATTACHMENT B – PROPOSER SERVICE CAPABILITIES QUESTIONNAIRE

ATTACHMENT C – PRICING FORM CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

ATTACHMENT D – CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

ATTACHMENT E – CORPORATE RESOLUTION

ATTACHMENT F – PROPOSER ORGANIZATION

ATTACHMENT G – CONVICTED FELON AFFIDAVIT

ATTACHMENT H – NON-SOLICITATION AFFIDAVIT

ATTACHMENT I - NON-COLLUSION AFFIDAVIT

ATTACHMENT J - SPECIAL CONDITIONS FOR FEMA COMPLIANCE (10.7.2021)

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

**ATTACHMENT A
COVER SHEET**

Request for Proposal: 2023-SWB- Emergency Hotel Rooms During Declared Disaster

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: _____

Secondary Emergency Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

Please respond to statement below by circling Yes or No:

You will permit other governmental entities to purchase from your agreement with SWBNO.

Circle: Yes or No

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: _____

ATTACHMENT B
PROPOSER SERVICE CAPABILITIES QUESTIONNAIRE

Proposer shall provide a timeline showing how your company will do the following within twenty-four (24) hours after notice of activation:

1. Does your property have sufficient backup generator power in the event of a declared disaster?
 - a. If so, how is the backup power designated regarding critical services (i.e., elevators, servers, boilers) and guest services?
2. In the event of reduced services, will there be adequate security on site?
3. Does your property have an updated Emergency Preparedness Plan in place?
 - a. If so, has your staff received training in emergency response protocols for your property?
4. Does your property have conference rooms to accommodate large groups of employees for daily crew meetings?
5. Please specify payment expectation as it pertains to emergency accommodations outlined in this request.
 - a. Do you accept credit card only or can you accept a check?
 - b. Do you require a deposit?
 - c. If so, when is the deposit due?
 - d. When do you expect final payment?
6. Does your property have a functioning restaurant or food service capability?
7. Do you have staff to accommodate twenty-four (24) hours check-in?

ATTACHMENT C
PRICING FORM

Vendor: _____

PRICE SCHEDULE A			
Property Name	Room Type	Number of Rooms	Cost per Night
	Standard		
TOTAL:			

PRICE SCHEDULE B		
Property Name	Room Type	Cost per Night

ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

He/She is the _____ and authorized representative of _____
_____, hereafter called "Proposer."

The Proposer hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Proposer's ability to perform if awarded the contract, including any familial or business relationships that the Proposer, the proposed sub-vendors, 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).*

Proposer Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20_____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll # _____

ATTACHMENT E
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 (“SWBNO”).

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 Purchasing Director of SWBNO, 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

ATTACHMENT F
PROPOSER ORGANIZATION

PROPOSER IS:

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

Corporation 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.

IF RESPONSE IS BY A JOINT VENTURE, ALL PARTIES TO THE PROPOSAL MUST COMPLETE THIS FORM.

ATTACHMENT G
CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____,

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

1. He/She is the _____ and authorized representative of _____, hereafter called "Contractor."
2. The Contractor complies with City Code Section 2-8 (c) for the City of New Orleans.
3. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

Proposer Representative (Signature)

(Print or type name) (Address)

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

This ____ day of (MONTH) _____, 20 ____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT H
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 him, 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 him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Contractor Representative (Signature)

(Print or type name) (Address)

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

this ___ day of _____, 20 _____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT I
NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

the Proposer that has submitted the attached Proposal:

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

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

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

Proposer Representative (Signature)

Title

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

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

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

ATTACHMENT J
SPECIAL CONDITIONS FOR FEMA COMPLIANCE (10.7.2021)

The Consultant/Contractor (whether referred to by either term) is advised that this project is to be funded by FEMA. This is an acknowledgement that FEMA financial assistance will be used to fund all or any portion of the contract to which these Special Conditions are appended. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions are applicable to this Agreement.

TERMINATION FOR CAUSE. The Board and the Consultant/Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

TERMINATION FOR CONVENIENCE. The Board shall have the right to terminate this Agreement without cause by giving the Consultant/Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the Board elects to terminate for convenience, the Board shall be obligated to pay the Consultant/Contractor only for those Services performed up to and through the date of termination.

REMEDIES AND SANCTIONS AGAINST CONSULTANT'S DEFAULT. The Sewerage and Water Board of New Orleans retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any Consultant/Contractor breach or violation hereof.

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS BACON ACT (applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.)

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of (29 CFR Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

COPELAND ANTI-KICKBACK ACT (not applicable to Public Assistance Grant Program, but otherwise applicable to all construction or repair work above \$2,000 where the Davis-Bacon Act also applies)

- a. Contractor. The contractor shall comply with 18 U.S.C. Section 874, 40 U.S.C. Section 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. Section. 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Board shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable – this requirement applies to “funding agreements” but DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, or other programs where FEMA awards do not meet the definition of “funding agreements”.) For any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, or other “funding agreement” under 37 C.F.R. sec. 401.2(a), where the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations.

CLEAN AIR ACT.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Sewerage and Water Board of New Orleans and GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT.

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT.

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Sewerage and Water Board of New Orleans and GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT. The Consultant/Contractor represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the Sewerage and Water Board of New Orleans. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Sewerage and Water Board of New Orleans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT.

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS.

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the Contract performance schedule.
2. Meeting Contract performance requirements; or
3. At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS AND RETENTION OF RECORDS.

- (1) The Consultant/Contractor shall grant and agrees to provide the Board, the City of New Orleans, the State of Louisiana, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Consultant/Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Board and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (5) The Consultant/Contractor shall retain, and shall require all subcontractors to retain, all records pertaining in any respect to this contract, for five (5) years from the date of termination or other completion of this contract, or until such

time as the State of Louisiana or the Board makes final payments and all other pending matters related to the Agreement are closed, whichever is later.

DHS SEAL, LOGO, AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS. This is an acknowledgment that FEMA financial assistance will be used to fund this Contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Consultant/Contractor certifies, to the best of his/her/its knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant/Contractor's Authorized Official

Date

Name and Title of Consultant/Contractor's Authorized Official