

# INVITATION TO BID

## Certified Laboratory Testing for Wastewater and Stormwater

**Solicitation #2023-SWB-74**



**Bid Due Date: November 28, 2023**

**Bid Due Time: 11:00 AM CST**

**Sewerage and Water Board of New Orleans**  
**Invitation to Bid**  
**Certified Laboratory Testing for Wastewater and Stormwater**

The Sewerage and Water Board of New Orleans (Board) is soliciting bids from companies to supply Certified Laboratory Testing for Wastewater and Stormwater services.

Invitation to Bid (ITB) will be available **November 9, 2023** for download at the following websites:

Board: [https://www2.swbno.org/business\\_bidspecifications.asp](https://www2.swbno.org/business_bidspecifications.asp)

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

Fax and email submission will not be accepted.

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by **November 28, 2023 at 11:00am** (Central Time). For submission instructions, see bid documents.

Bids will be publicly opened on **November 28, 2023 at 12:00pm** (Central Time) in the Procurement Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165.

**LATE BIDS WILL NOT BE ACCEPTED.**

**Sewerage and Water Board of New Orleans**  
**Invitation to Bid**  
**Certified Laboratory Testing for Wastewater and Stormwater**

**Bidder's Information**

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

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

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to [Cmetcalf@swbno.org](mailto:Cmetcalf@swbno.org) no later than timeline stated in the **Anticipated Bid Timetable** below. Any request received after that time may not be reviewed for inclusion in this ITB. The request shall contain the requester's name, address, and telephone number.

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

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

**2. Submission Instructions:**

**Ways to submit a bid:**

**Hard Copy Submission:**

- (1) Signed hardcopy of the bid in a sealed envelope

Mark the front envelope with the following:  
Solicitation # 2023-SWB-74 – Certified Laboratory Testing for Wastewater and Stormwater

Company Name  
Company Address  
Company Contact Name, Phone Number, and Email Address

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

Fax and email submission will not be accepted.

**3. Mail or courier specifications:**

Bidder remains responsible for ensuring that the bid 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 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 in the Attention Line of the shipping label to ensure proper delivery.

**4. Bid Opening**

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

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

## Microsoft Teams meeting

Meeting ID: 225 488 628 019

Passcode: xzqDtJ

[+1 504-224-8698](tel:+15042248698),951616481# United States, New Orleans

Phone Conference ID: 951 616 481#

**5. Anticipated Bid Timetable**

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

Event	Date	Local
ITB Release	November 9, 2023	
Bidders' Written Questions Deadline	November 17, 2023	5:00pm
Responses to Questions	November 22, 2023	
Bid Due Date and Time	November 28, 2023	11:00am
Bid Opening	November 28, 2023	12:00pm
Award of Contract	TBA	

**6. Changes, Addenda, or Withdrawal of Bids Before Deadline:**

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

**7. Prohibition on Communication:**

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

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

**8. Economically Disadvantaged Business Program**

To ensure the full participation of DBE's in all phases of the Board's procurement activities, all Bidders at time of bid submission shall complete and submit an Economically

Disadvantaged Business Participation Summary Sheet along with signed correspondence from SLDBE(s) on their letterhead.

**For 0% SLDBE participation**

It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at [https://www.swbno.org/business\\_disadvantagedbusinessprogram.asp](https://www.swbno.org/business_disadvantagedbusinessprogram.asp).

9. Bidders must complete all required attachments. Failure to complete and submit the required documents and attachments shall result in your bid being deemed non-responsive.

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

10. All bids must be received by the Board on or before the Delivery Deadline. Bids delivered after the said deadline shall be rejected.
11. The naming of a certain brand, make, or manufacturer, or definite specifications is used only to denote the quality standard of product desired and that the bidder is not restricted to a specific brand, make, manufacturer or specification named but that the brand, make, manufacturer or definite specification is used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired and that equivalent products will be acceptable.

**NOTE: ITEMS WILL BE ORDERED ON AN AS NEEDED BASIS ONLY.**

12. Prices bid in the submission must be written or typed legibly. Erasures or other changes in the Bid Prices must be initialed by the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

13. Discrepancies between the indicated product of any row of figures on the Bid Form and the correct product will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
14. Submissions from any person, firm or corporation in default upon any contract with the Board will neither be received nor considered.
15. **Any bid which does not fully comply with all the provisions of the "Bidder's Instructions" and the "Specifications" will be deemed non-responsive.**

16. If a Bidder withdraws their bid after the bid due date and time and/or the bid opening time, the withdrawing Bidder will be prohibited from resubmitting for this ITB in accordance with La. R.S. 38:2214(D)(1).
17. The Contract may be awarded to a single bidder or to separate bidders whichever should appear to the best interest of the Board. If two or more bids are received, equal in amount and lower than any other bid, the Board reserves the right to evaluate the bids and to decide which bid will be accepted. All other conditions being equal, preference will be given in accordance with La. R.S. 38:2184.
18. The Board reserves the right to reject any and all bids or proposals for just cause.
19. All bid pricing shall remain firm for a period of ninety (90) days after the date of bid opening.

**20. Awards**

The Board specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, and to accept the bid which is in the best interest of the Board, and to reject all proposals if that is not in the best interest of the Board.

**21. Objection of Recommendation/Award**

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

**22. Tabulations**

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

[https://www2.swbno.org/business\\_bidtabulations.asp](https://www2.swbno.org/business_bidtabulations.asp)

**23. Ownership:**

All bids to this ITB are the property of the Board for all purposes. Bidders must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

**24. Effect:**

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

**25. Errors or Omissions:**

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

**26. Cost of Preparation:**

The Board is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering a Contract. Costs associated with developing the bid, and any other expenses incurred by the Bidder in responding to the ITB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the Board.

**28. Public Records Requests**

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



# General Specifications

## 1. Beginning Dates of Contract and Shipments

The initial contract period will begin on the date the contract is signed by the Board and will cover the requirements of the one (1) year. The contractor shall be prepared to begin shipments per the shipment delivery requirements in these specifications immediately upon execution of the contract.

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

## 2. Length of Contract Term

The unit prices shall cover the requirements of the Board for a period of one (1) year, with four (4) one-year renewal option. If requested by the Contractor and approved by the Board.

Upon the expiration of the initial contract term or any contract extension, the Contractor will continue to supply the product or services under the same terms and conditions on a month to month basis, for a maximum of three (3) months, until receiving a 30-day written notice of termination.

## 3. Contract Renewal Option

Between ninety (90) and one hundred twenty (120) days prior to the end of the initial contract period, the Contractor shall submit in writing to the Board (to the address specified in Paragraph 1, herein) stating their intent to renew (or not to renew) the contract with all terms, conditions, and prices of the original contract. Upon receiving and evaluating any proposals for contract renewal, the Board will have the option to accept this proposal for the additional renewal term(s), or to reject this proposal and open the contract for public bid if doing so would be in the best interest of the Board.

## 4. 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.

Price adjustments will be made in accordance with the percentage change in the U.S. Bureau of Labor Statistics Producer Price Index (PPI) for the commodity associated with the product or other industry recognized, mutually agreed upon index. The percentage difference between the PPI issued for the contract's effective month and year, and the PPI issued for the month prior to the request will determine the maximum allowable adjustment of original contract prices. Only final PPI data will be used to adjust contract pricing. No retroactive contract price adjustment will be allowed. The Board may request decrease of prices under the same terms and conditions.

# TECHNICAL SPECIFICATIONS

Sewerage and Water Board of New Orleans

Invitation to Bid

Solicitation # 2023-SWB-74

Certified Laboratory Testing for Wastewater and Stormwater

## 1. Scope of Work

Lab shall provide analytical services on an as-requested basis when authorized by receipt of samples with a properly completed chain of custody (COC) form from SWBNO or one of its representatives. Analyses and associated reports shall be provided for the parameters and methods shown on the COC form in accordance with the following specifications.

## 2. Lab Availability

Regular drop of time shall be 8:00 AM to 5:00 PM Monday through Friday and 8:00 AM to 12:00 PM on Saturdays. After-hours drop-off time shall be 5:01 PM to 7:59 AM Monday through Saturday and 12:01 PM on Saturday to 7:59 AM on the following Monday. Holidays are defined by SWBNO. List of holidays can be provided upon request. Lab shall be available upon request for services after-hours, weekends, and holidays upon the request of the SWBNO.

## 3. Provide All Necessary Supplies

Sample bottles, sample kits, COC form, and blank labels that may be completed by the SWBNO shall be provided by Lab at no additional charge.

## 4. Chain of Custody Procedures

All samples to be analyzed by Lab will be accompanied by a COC form. The SWBNO will specify sample site location, sample identification, analysis required, analytical method number, quality assurance/quality control (QA/QC) documentation (if different than standard), turnaround times (if different than specified herein), and/or other applicable instructions to facilitate analysis or reporting. In the event COC information is in error or there is a question or clarification required (for example, method number not specified), Lab shall contact the SWBNO immediately and prior to proceeding with the analyses.

The Lab will be notified in writing on the COC form if Tentatively Identified Compounds are required from a GC/MS analysis (i.e. 8260 + TIC).

A completed copy of the COC form, signed by Lab's sample custodian, shall accompany all reports of analysis and associated invoices. The COC shall document the conditions in which the samples were received.

## 5. Analytical Methods

Lab shall use the analytical methods and reporting limits listed in the text of this RFP. Some Volatile Organic Compound (VOC) samples may require dilution because of high concentration of one or more of the target compounds. If a VOC sample requires dilution, Lab shall make every effort to run the sample undiluted so that Lab can achieve reporting

limits required by US EPA., LDH, or other regulatory agency. If the Lab cannot run the sample undiluted City or its designated representatives will request multiple dilutions so that reporting limits are as close to those in undiluted samples as possible.

Lab shall analyze all samples within the allowable holding time appropriate to the method, matrix, and analysis.

## **6. Sample Volume, Preservation, and Disposal**

Every effort will be made to provide samples to Lab that are of sufficient volume necessary to conduct the requested analytical test(s). Lab shall notify the SWBNO Environmental Affairs immediately and before proceeding with the requested analysis if the volume of any sample is insufficient to perform the requested analysis. Then, upon instruction from SWBNO Environmental Affairs, Lab may proceed to undertake analysis of the small volume samples with appropriate increase in the method detection limit, or modification to the analytical method.

Lab shall maintain and preserve appropriate samples and specimens, sample extracts, or the residue thereof, for thirty (30) calendar days after submission of Lab's report to the SWBNO free of storage charges. After the initial thirty (30) calendar days, upon written request from the SWBNO, Lab shall retain test specimens or samples for a mutually acceptable storage charge and period of time. Unless requested by the SWBNO to hold sample(s) for greater than thirty (30) calendar days, the sample and any articles or substances made with the sample(s) shall be disposed of in a lawful manner. Lab assumes full responsibility for the proper disposal of all test samples, test residues, and sample containers, whether hazardous or non-hazardous, at Lab's expense. In all cases, whether the waste material is hazardous or non-hazardous, the Lab shall list itself as "Generator" on disposal manifests. Labels on all samples shall be removed or rendered unreadable prior to disposal.

## **7. Turnaround**

Accurate and complete analytical results and report shall be submitted to the SWBNO within the standard turnaround time, or within a shorter turnaround time when requested by the SWBNO or its representatives and accepted by the Lab. Standard turnaround time shall be 7 business days following the Lab's receipt of the samples. Expedited turnaround time shall be 5 business days from receipt at laboratory.

The Lab shall not submit any reports to any other agency without prior written authorization from the SWBNO.

## **8. Submission of Analytical Results**

Each group of samples delivered together on a single set of COC forms shall be reported together. Piecemeal reports, unless requested by the SWBNO or authorized in advance, are not acceptable. Lab shall notify the SWBNO Environmental Affairs immediately if any deviation from the required turnaround times is expected to occur.

Standard reports of analyses shall consist of a cover letter, results table(s), and COC, and be consistent with EPA Level 2 reporting requirements (for example, analytical report, COC, method blanks, matrix spike/matrix spike duplicates, surrogates, Lab control samples, detection limits, narrative, corrective action reports). Lab shall maintain complete client

confidentiality on all work. No results shall be released without express written consent from the SWBNO, although certain notifications via telephone, email, or facsimile may be authorized in advance.

## **9. *Contents of Reports Containing Analytical Data***

General information submitted in these reports shall include, but not be limited to:

- Cover letter with narrative, including information on any irregularities and problems, QA/QC limit exceedances, positive travel or method blanks, or any other noteworthy occurrences encountered during sample receipt, preparation, and analysis;
- Lab sample identification number;
- Sample location;
- Sample identification number and description as assigned by the SWBNO;
- List of sample analytical parameters and their results;
- Date sample was received at Lab;
- Signature of Lab personnel authorizing release of results;
- Sample preparation/extraction date;
- Sample analysis date;
- Units in which each parameter is reported;
- Laboratory qualifiers;
- Analytical method citation;
- Analytical detection limits, reporting limit, and quantitation limit as applicable; and
- Copy of COC form.

### ***Contents of Laboratory Project File***

The SWBNO project file shall include a printout of all raw analytical data, electronic copy, and other information not included in the analytical data report. The file shall be available for review by SWBNO upon seven (7) calendar days' notice and shall be sufficiently detailed to produce Level 4 reporting packages acceptable to EPA, Region VI, if requested. Information in the Lab project file (in addition to the material contained in the analytical data report) shall include, but not be limited to:

- Printout of all analytical QA/QC data;
- Standard logs, Lab notebooks, and instrument logs;
- Results of Lab blanks;
- Results of instrument calibration;
- Raw analytical data, charts, and chromatograms for samples, standards, and blanks; and
- Raw data calculation worksheets.

## **10. Quality Control and Quality Assurance**

The qualified firm must demonstrate Quality Control (QC) and Quality Assurance (QA) of all laboratory analyses. Lab shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, EPA guidance documents for the Quality Control and Assurance of laboratory handling of samples and methodological care in analyzing such samples, and professionally recognized standards relating to the furnishing

of laboratory services. The qualified firm must include QC and QA results when submitting results to the SWBNO.

**11. Re-work Due to Laboratory Error/Omission**

In the event of an analytical error or omission (exceeding holding time, Lab error, sample loss or breakage, etc.) or otherwise erroneous results, the Lab shall immediately contact the SWBNO. The SWBNO will provide estimated administrative, Lab, and fieldwork costs and notify Lab of the estimated and actual costs for this re-work. The Lab will be responsible for the cost of both the re-sampling and re-analysis of samples due to Lab error or omission. The re-work sample(s) shall be re-analyzed at no additional cost to the SWBNO, and the Lab will be invoiced for the costs of the re-sampling performed by City and/or its representatives.

**12. Certification, Permits, and Licenses**

Lab shall obtain and pay for any and all permits and licenses by virtue of this contract. Lab shall, as applicable, maintain and provide copies of certifications and permits to perform analytical services. Any renewed or modified certifications or permits shall be provided to SWBNO within thirty (30) calendar days of the renewal or certification.

***LPDES Municipal Separate Storm Sewer System (MS4) Compliance Testing***

The qualified laboratory (or its contract laboratory which must be identified in the bid) must be LELAP or NELAP certified for all tests listed in Attachment C. To document this requirement, the Annual Laboratory Accreditation issued by the LA Department of Environmental Quality for the qualified laboratory and all laboratories operated by the qualified laboratory at different locations shall be included in the ITB for Certified Laboratory Lab submittal. According to the Louisiana Administrative Code, Title 33, Part 1, Subpart , the State of Louisiana formally recognizes a laboratory is technically competent to perform the environmental analyses listed in the scope of accreditation detailed in the certificate and attachment. The qualified laboratory shall submit this document for all parameters listed in Attachment C. The qualified laboratory must identify in Attachment C, the laboratory/laboratories performing each test. If the laboratory is a contract laboratory, this must be indicated in the column next to lab name by using an “x”. The qualified firm and its contract laboratory shall meet MQL (Method Quantitation Limit) stated on Page 60 of SWBNO’s LPDES MS4 permit LAS000301, AI No. 90429

***LPDES Wastewater Treatment Plant Compliance Testing***

The qualified laboratory (or its contract laboratory which must be identified in the bid) must be LELAP or NELAP certified for all tests listed in Attachment C. To document this requirement, the Annual Laboratory Accreditation issued by the LA Department of Environmental Quality for the qualified laboratory and all laboratories operated by the qualified laboratory at different locations shall be included in the ITB for Certified Laboratory Lab submittal. According to the Louisiana Administrative Code, Title 33, Part 1, Subpart , the State of Louisiana formally recognizes a laboratory is technically competent to perform the environmental analyses listed in the scope of accreditation detailed in the certificate and attachment. The qualified laboratory shall submit this document for all parameters listed in Attachment C. The qualified laboratory must identify in Attachment C,

the laboratory/laboratories performing each test. If the laboratory is a contract laboratory, this must be indicated in the column next to lab name by using an “x”. The qualified firm and its contract laboratory shall meet MQL (Method Quantitation Limit) stated on Pages 8-9 of 34 SWBNO’s LPDES East Bank Sewer Treatment Plant Permit LA0038091, AI No 4859. and Pages 8-9 of 23 of West Bank Sewer Treatment Plant Permit LA0038105, AI No. 4688.

**13. Minimum Qualifications and Requirements**

Lab shall provide LDEQ Lab accreditation. Lab shall be within close proximity to Orleans Parish so sample bottles can be picked up and samples dropped off to laboratory. If this is not possible, the laboratory shall arrange for sample bottles to be shipped/dropped off to SWBNO facility and pick up samples from SWBNO facility or arrange for shipment of samples to laboratory at no additional charge.

The qualified laboratory must be LELAP or NELAP certified. In addition, the qualified laboratory (or its contract laboratory) must provide demonstrated competence to perform the specified test methods required under Sections 2.2 and 2.5.

The qualified lab must be able to provide services for the SWBNO during an emergency event such as a terrorist attack and natural calamities. The qualified firm must be able to provide a list of contact numbers for a 24-hour emergency event. The emergency contact list shall have the person’s latest home phone number and cellular number. The SWBNO also requests that the qualified firm be able to provide sample transport services for an emergency event.

**14. Subcontractor**

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or 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.

**15. Payment**

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

**16. Bid Form (Schedule of Prices)**

Each proposer must prepare their bid form using the SWBNO's bid form, Schedule of Prices (Attachment C), provided for this purpose. No other format is acceptable. Quotes not including this form, correctly completed, shall be disqualified. If the proposer identifies deficiencies or errors in this form, proposer is obligated to bring this information to the attention of the SWBNO. The SWBNO will review the information and issue any correction as an amendment to the solicitation.

To complete the Schedule of Prices, each proposer shall provide unit rates or lump sums for the tasks listed, hourly and daily proposed rates. All proposed rates shall be all-inclusive, and shall include all wages/salaries, equipment, materials, supplies, incidentals and expendables, duplication/copying, communications, postage and handling, air express, shipping and handling, all applicable taxes, premiums for all bonds and insurance, permits, licenses, contractor employee training costs, all costs for replacing any personnel, all overheads, general and administrative costs, and profit. The cost of all required insurance or other liability guarantees must be included within the proposer's proposal price as part of his unit rates and may not be separately proposed or billed.

Proposer is advised that this contract is not exclusive and that no minimum quantity of work is guaranteed.

ATTACHMENT A

**INVITATION TO BID REQUIREMENTS**

Certified Laboratory Testing for Wastewater and Stormwater  
Solicitation # 2023-SWB-74

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

\_\_\_\_\_ Attachment B Cover Sheet **(Required)**

\_\_\_\_\_ Attachment C Bid Forms **(Required)**

\_\_\_\_\_ Attachment D Required Documents **(Required)**

\_\_\_\_\_ Attachment F Bidder's Organization **(Required)**

\_\_\_\_\_ Attachment G Corporate Resolution **(Required)**

\_\_\_\_\_ LELAP And/Or NELAP Certification **(Required)**

\_\_\_\_\_ Annual Laboratory Accreditation Certificate **with Attachment Listing Parameters (Required)**

Attachment A Invitation to Bid Requirements **(Informational Purposes)**

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

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



**ATTACHMENT B**  
**COVER SHEET**

**Invitation to Bid:** 2023-SWB-74 – Certified Laboratory Testing for Stormwater and Wastewater

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

**Please provide the key contact person's information below:**

**Primary Contact Person:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**This ITB must be signed by an authorized Representative of the Company/Firm for bid to be valid. Signing indicates you have read and comply with the Instructions and Conditions.**

Name of Person Authorized to Sign: \_\_\_\_\_

Title of Person Authorized to Sign: \_\_\_\_\_

Signature of Person Authorized to Sign: \_\_\_\_\_

Email Address of Person Authorized to Sign: \_\_\_\_\_

Date: \_\_\_\_\_

# Attachment C

## Certified Laboratory Testing for Wastewater And Stormwater (ITEM NOS. 1 THROUGH 176)

Vendor:					
Item No.	Quantity	Method	Description	Price Per Unit	Total Price
Item No. 1	5	GS/MS	Acenaphthene	\$	\$
Item No. 2	5	GS/MS	Acrolein	\$	\$
Item No. 3	5	GS/MS	Acrylonitrile	\$	\$
Item No. 4	5	GS/MS	Benzene	\$	\$
Item No. 5	5	GS/MS	Benzidine	\$	\$
Item No. 6	5	GS/MS	Carbon tetrachloride	\$	\$
Item No. 7	5	GS/MS	Chlorobenzene	\$	\$
Item No. 8	5	GS/MS	1,2,4-trichlorobenzene	\$	\$
Item No. 9	5	GS/MS	Hexachlorobenzene	\$	\$
Item No. 10	5	GS/MS	1,2-dichloroethane	\$	\$
Item No. 11	5	GS/MS	1,1,1-trichloroethane	\$	\$
Item No. 12	5	GS/MS	Hexachloroethane	\$	\$
Item No. 13	5	GS/MS	1,1-dichloroethane	\$	\$
Item No. 14	5	GS/MS	1,1,2-trichloroethane	\$	\$
Item No. 15	5	GS/MS	1,1,2,2-tetrachloroethane	\$	\$
Item No. 16	5	GS/MS	Chloroethane	\$	\$
Item No. 17	5	GS/MS	Bis(2-chloroethyl) ether	\$	\$
Item No. 18	5	GS/MS	2-chloroethyl vinyl ethers	\$	\$
Item No. 19	5	GS/MS	2-chloronaphthalene	\$	\$
Item No. 20	5	GS/MS	2,4,6-trichlorophenol	\$	\$
Item No. 21	5	GS/MS	Parachlorometa cresol	\$	\$
Item No. 22	5	GS/MS	Chloroform	\$	\$
Item No. 23	5	GS/MS	2-chlorophenol	\$	\$
Item No. 24	5	GS/MS	1,2-dichlorobenzene	\$	\$
Item No. 25	5	GS/MS	1,3-dichlorobenzene	\$	\$
Item No. 26	5	GS/MS	1,4-dichlorobenzene	\$	\$
Item No. 27	5	GS/MS	3,3-dichlorobenzidine	\$	\$
Item No. 28	5	GS/MS	1,1-dichloroethylene	\$	\$
Item No. 29	5	GS/MS	1,2-trans-dichloroethylene	\$	\$

# Attachment C

## Certified Laboratory Testing for Wastewater And Stormwater (ITEM NOS. 1 THROUGH 176)

Vendor:					
Item No.	Quantity	Method	Description	Price Per Unit	Total Price
Item No. 30	5	GS/MS	2,4-dichlorophenol	\$	\$
Item No. 31	5	GS/MS	1,2-dichloropropane	\$	\$
Item No. 32	5	GS/MS	1,3-dichloropropylene	\$	\$
Item No. 33	5	GS/MS	2,4-dimethylphenol	\$	\$
Item No. 34	5	GS/MS	2,4-dinitrotoluene	\$	\$
Item No. 35	5	GS/MS	2,6-dinitrotoluene	\$	\$
Item No. 36	5	GS/MS	1,2-diphenylhydrazine	\$	\$
Item No. 37	5	GS/MS	Ethylbenzene	\$	\$
Item No. 38	5	GS/MS	Fluoranthene	\$	\$
Item No. 39	5	GS/MS	4-chlorophenyl phenyl ether	\$	\$
Item No. 40	5	GS/MS	4-bromophenyl phenyl ether	\$	\$
Item No. 41	5	GS/MS	Bis(2-chloroisopropyl) ether	\$	\$
Item No. 42		GS/MS	Bis(2-chloroethoxy) methane	\$	\$
Item No. 43	5	GS/MS	Methylene chloride	\$	\$
Item No. 44	5	GS/MS	Methyl chloride	\$	\$
Item No. 45	5	GS/MS	Methyl bromide	\$	\$
Item No. 46	5	GS/MS	Bromoform	\$	\$
Item No. 47	5	GS/MS	Dichlorobromomethane	\$	\$
Item No. 48	5	GS/MS	Chlorodibromomethane	\$	\$
Item No. 49	5	GS/MS	Hexachlorobutadiene	\$	\$
Item No. 50	5	GS/MS	Hexachlorocyclopentadiene	\$	\$
Item No. 51	5	GS/MS	Isophorone	\$	\$
Item No. 52	5	GS/MS	Naphthalene	\$	\$
Item No. 53	5	GS/MS	Nitrobenzene	\$	\$
Item No. 54	5	GS/MS	2-nitrophenol	\$	\$
Item No. 55	5	GS/MS	4-nitrophenol	\$	\$
Item No. 56	5	GS/MS	2,4-dinitrophenol	\$	\$
Item No. 57	5	GS/MS	4,6-dinitro-o-cresol	\$	\$
Item No. 58	5	GS/MS	N-nitrosodimethylamine	\$	\$

# Attachment C

## Certified Laboratory Testing for Wastewater And Stormwater (ITEM NOS. 1 THROUGH 176)

Vendor:					
Item No.	Quantity	Method	Description	Price Per Unit	Total Price
Item No. 59	5	GS/MS	N-nitrosodiphenylamine	\$	\$
Item No. 60	5	GS/MS	N-nitrosodi-n-propylamine	\$	\$
Item No. 61	5	GS/MS	Pentachlorophenol	\$	\$
Item No. 62	5	GS/MS	Phenol	\$	\$
Item No. 63	5	GS/MS	Bis(2-ethylhexyl) phthalate	\$	\$
Item No. 64	5	GS/MS	Butyl benzyl phthalate	\$	\$
Item No. 65	5	GS/MS	Di-N-Butyl Phthalate	\$	\$
Item No. 66	5	GS/MS	Di-n-octyl phthalate	\$	\$
Item No. 67	5	GS/MS	Diethyl Phthalate	\$	\$
Item No. 68	5	GS/MS	Dimethyl phthalate	\$	\$
Item No. 69	5	GS/MS	1,2 Benzo(a) anthracene	\$	\$
Item No. 70	5	GS/MS	Benzo(a) pyrene	\$	\$
Item No. 71	5	GS/MS	3,4 Benzo(b) fluoranthene	\$	\$
Item No. 72	5	GS/MS	11,12 Benzo(b) fluoranthene	\$	\$
Item No. 73	5	GS/MS	Chrysene	\$	\$
Item No. 74	5	GS/MS	Acenaphthylene	\$	\$
Item No. 75	5	GS/MS	Anthracene	\$	\$
Item No. 76	5	GS/MS	1,12 Benzo(ghi) perylene	\$	\$
Item No. 77	5	GS/MS	Fluorene	\$	\$
Item No. 78	5	GS/MS	Phenanthrene	\$	\$
Item No. 79	5	GS/MS	1,2,5,6 Dibenzo(h) anthracene	\$	\$
Item No. 80	5	GS/MS	Indeno (1,2,3-cd) pyrene	\$	\$
Item No. 81	5	GS/MS	Pyrene	\$	\$
Item No. 82	5	GS/MS	Tetrachloroethylene	\$	\$
Item No. 83	5	GS/MS	Toluene	\$	\$
Item No. 84	5	GS/MS	Trichloroethylene	\$	\$
Item No. 85	5	GS/MS	Vinyl chloride	\$	\$
Item No. 86	5	GS/MS	Aldrin	\$	\$
Item No. 87	5	GS/MS	Dieldrin	\$	\$

# Attachment C

## Certified Laboratory Testing for Wastewater And Stormwater (ITEM NOS. 1 THROUGH 176)

Vendor:					
Item No.	Quantity	Method	Description	Price Per Unit	Total Price
Item No. 88	5	GS/MS	Chlordane	\$	\$
Item No. 89	5	GS/MS	4,4-DDT	\$	\$
Item No. 90	5	GS/MS	4,4-DDE	\$	\$
Item No. 91	5	GS/MS	Alpha-endosulfan	\$	\$
Item No. 92	5	GS/MS	Beta-endosulfan	\$	\$
Item No. 93	5	GS/MS	Endosulfan sulfate	\$	\$
Item No. 94	5	GS/MS	Endrin	\$	\$
Item No. 95	5	GS/MS	Endrin aldehyde	\$	\$
Item No. 96	5	GS/MS	Heptachlor	\$	\$
Item No. 97	5	GS/MS	Heptachlor epoxide	\$	\$
Item No. 98	5	GS/MS	Alpha-BHC	\$	\$
Item No. 99	5	GS/MS	Beta-BHC	\$	\$
Item No. 100	5	GS/MS	Gamma-BHC	\$	\$
Item No. 101	5	GS/MS	Delta-BHC	\$	\$
Item No. 102	5	GS/MS	PCB-1242 (Arochlor 1242)	\$	\$
Item No. 103	5	GS/MS	PCB-1254 (Arochlor 1254)	\$	\$
Item No. 104	5	GS/MS	PCB-1221 (Arochlor 1221)	\$	\$
Item No. 105	5	GS/MS	PCB-1232 (Arochlor 1232)	\$	\$
Item No. 106	5	GS/MS	PCB-1248 (Arochlor 1248)	\$	\$
Item No. 107	5	GS/MS	PCB-1260 (Arochlor 1260)	\$	\$
Item No. 108	5	GS/MS	Toxaphene	\$	\$
Item No. 109	5	GS/MS	Antimony	\$	\$
Item No. 110	5	GS/MS	Silver	\$	\$
Item No. 111	5	GS/MS	Thallium	\$	\$
Item No. 112	5	GS/MS	2,3,7,8-TCDD	\$	\$
Item No. 113	24	SM 9222D/Colilert 18	Fecal Coliform	\$	\$
Item No. 114	24	EPA-1694	Caffeine	\$	\$

# Attachment C

## Certified Laboratory Testing for Wastewater And Stormwater (ITEM NOS. 1 THROUGH 176)

Vendor:					
Item No.	Quantity	Method	Description	Price Per Unit	Total Price
Item No. 115	24	40 CFR 136	Enterococcus	\$	\$
Item No. 116	24	40 CFR 136	Fecal Streptococcus	\$	\$
Item No. 117	200		pH (Field)	\$	\$
Item No. 118	170		WATER – TEMPERATURE (Field)	\$	\$
Item No. 119	60	SM 5210-B	BOD	\$	\$
Item No. 120	25	EPA 410.4/SM 5220	COD	\$	\$
Item No. 121	75	EPA 1664	OIL & GREASE	\$	\$
Item No. 122	55	SM 2540D	SUSPENDED SOLIDS	\$	\$
Item No. 123	20	SM 2540C	DISSOLVED SOLIDS	\$	\$
Item No. 124	100	EPA 351.2	KJELDAHL NITROGEN	\$	\$
Item No. 125	100	EPA 300.0	NITRATE	\$	\$
Item No. 126	100	EPA 300.0	NITRITE	\$	\$
Item No. 127	100	EPA 350.1	AMMONIA NITROGEN	\$	\$
Item No. 128	105	EPA 365.4	PHOSPHOROUS, TOTAL	\$	\$
Item No. 129	100	EPA-365.1 Revision 2.0	PHOSPHOROUS, ORTHO	\$	\$
Item No. 130	100	EPA 300.0	PHOSPHATE	\$	\$
Item No. 131	15	EPA 200.7	CADMIUM	\$	\$
Item No. 132	20	EPA 200.7	COPPER	\$	\$
Item No. 133	15	EPA 200.7	NICKEL	\$	\$
Item No. 134	20	EPA 200.7	LEAD	\$	\$
Item No. 135	20	EPA 200.7	ZINC	\$	\$
Item No. 136	20	EPA- Approved Method	METALS DIGESTION	\$	\$
Item No. 137	110	Colilert 18	FECAL COLIFORM	\$	\$
Item No. 138	10	/Colilert 18	E COLI	\$	\$
Item No. 139	95	/Colilert 18	ENTEROCOCCUS	\$	\$

# Attachment C

## Certified Laboratory Testing for Wastewater And Stormwater (ITEM NOS. 1 THROUGH 176)

Vendor:					
Item No.	Quantity	Method	Description	Price Per Unit	Total Price
Item No. 140	10	SM 2340C	HARDNESS AS CaCO3	\$	\$
Item No. 141	10	EPA- Approved Method	TURBIDITY	\$	\$
Item No. 142	10	EPA- Approved Method	IRON	\$	\$
Item No. 143	10	SW-846-1311	TCLP	\$	\$
Item No. 144	10	EPA-200.8	MANGANESE	\$	\$
Item No. 145	10	GC/MS	VOC VOLATILE ORGANICS	\$	\$
Item No. 146	10	EPA 1311	TOTAL RECOVERABLE PHENOLICS	\$	\$
Item No. 147	10	EPA 200.7	ALUMINUM	\$	\$
Item No. 148	5	EPA 200.7	CHROMIUM	\$	\$
Item No. 149	5	EPA 200.7	COBALT	\$	\$
Item No. 150	5	EPA 200.8	TIN	\$	\$
Item No. 151	5	EPA625	SEMIVOLATILE ORGANICS	\$	\$
Item No. 152	5	EPA 624	BTEX PACKAGE	\$	\$
Item No. 153	5	EPA 245.1	MERCURY	\$	\$
Item No. 154	10	EPA 1664A SGT	NON-POLOR MATERIAL	\$	\$
Item No. 155	10	EPA 420.4	PHENOLS,TOTAL	\$	\$
Item No. 156	10	SM 4500 CNE	CYANIDE,TOTAL	\$	\$
Item No. 157	10	EPA 600	SELENIUM	\$	\$
Item No. 158	5	EPA 200.7	PCB'S	\$	\$
Item No. 159	10	EPA 200.7/245.1	METALS, TOTAL (PP LIST)	\$	\$
Item No. 160	35	EPA- 415.1	TOTAL ORGANIC CARBON (TOC)	\$	\$

# Attachment C

## Certified Laboratory Testing for Wastewater And Stormwater (ITEM NOS. 1 THROUGH 176)

Vendor:					
Item No.	Quantity	Method	Description	Price Per Unit	Total Price
Item No. 162	10	EPA -SW-846- Method 7063	ARSENIC	\$	\$
Item No. 163	105		DISSOLVED OXYGEN (Field)	\$	\$
Item No. 164	5		FLOW MEASUREMENT (Field)	\$	\$
Item No. 165	10	EPA- 418.1 W	SGT HEM (TPH)	\$	\$
Item No. 166	10	8270C GC/MS Fingerprint TIC's	8270C GC/MS Fingerprint TIC's plus Chromatogram	\$	\$
Item No. 168	10	plus Chromatogram	TANNINS	\$	\$
Item No. 169	20	EPA- Approved Method	RCI	\$	\$
Item No. 170	10	EPA- Approved Method	TCLP Extraction Method 1311	\$	\$
Item No. 171	10	EPA 1311	TCLP Herbicides (Herbs)	\$	\$
Item No. 172	10	EPA 1311	TCLP Metals (8 RCRA Metals)	\$	\$
Item No. 173	10	EPA 1311	TCLP Pesticides (Pest)	\$	\$
Item No. 174	10	EPA 1311	TCLP SVOCs (BNAs)	\$	\$
Item No. 175	10	EPA 1311	TCLP VOCs (Volatiles)	\$	\$
Item No. 176	5	Friday 5:00PM to Monday 8:00AM	WEEKEND CALLOUT FEE	\$	\$
<b>TOTAL FOR ITEM NOS. 1-1 THROUGH 1-176</b>					\$



**ATTACHMENT D**  
**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 D**  
**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.

**ATTACHMENT D**  
**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

\_\_\_\_\_  
the Proposer that has submitted the attached Proposal:

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

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

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

\_\_\_\_\_  
Proposer Representative (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_. Notary ID#/Bar Roll # \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (Signature)

\_\_\_\_\_  
NOTARY PUBLIC (Print Name)

**ATTACHMENT 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 \_\_\_\_\_ 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# \_\_\_\_\_

**ATTACHMENT E**  
**TERMS AND CONDITIONS**

**ACT 318 OF 1958**

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced, grown, or manufactured in the State.

Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions including franchise taxes, privilege taxes, sales taxed and all other taxes for which it is liable to the State and its political subdivisions.

**JURIDICTION & CHOICE OF LAWS**

The law of the State of Louisiana shall govern this contract. Exclusive venue for any lawsuits of disputes arising from or related to this solicitation or an agreement negotiated pursuant thereto shall be in the Civil District Court for the Parish of Orleans. This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of law provisions.

**RIGHT TO AUDIT**

The Board has the right to audit by its personnel or its authorized representative at all reasonable times, all records pertaining to the administration of this contract by the 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, inspect all records at a reasonable time for a minimum of five (5) years after completion of the project or formal acceptance by the Board of the contract. Contractors shall be required to retain such files of the project as described herein for a minimum of five (5) years after completion of the project or formal acceptance of the contract by the Board.

**INDEPENDENT VENDOR STATUS**

The Vendor is an independent Vendor and will not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the Board.

## **NON-DISCRIMINATION**

In the performance of this Agreement, the Vendor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS – or HIV status against (1) any employee of the Board working with the Vendor in any of Vendor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations operated by the Vendor. The Vendor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

## **NON-DISCRIMINATION IN EMPLOYMENT**

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure the Vendor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, orientation, creed, culture, or ancestry. The Vendor will require all sub-contractors to comply with the requirements of this article.

## **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.

## **NON-SOLICITATION STATEMENT**

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

## **CONVICTED FELON STATEMENT**

By submitting a bid, 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.

## **INSURANCE**

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Consultant will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

### **A. Minimum Requirements:**

- i. Consultant shall maintain at its own expense, and in good standing, such insurance as will protect the SWBNO, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Consultant itself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the SWBNO or the City. Both the SWBNO and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the SWBNO and the City, their officers, officials, employees, boards and commissions, and volunteers.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect it from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.
- d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause and sufficient to protect the Consultant, SWBNO, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant's negligent performance of work described herein.

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

The furnishing of insurance as provided above shall not relieve Consultant of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to SWBNO shall be filed with the Risk Manager of SWBNO. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of SWBNO. Consultant and/or its insurer shall notify the Risk Manager of



SWBNO at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Consultant shall simultaneously furnish the SWBNO evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Consultant fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, SWBNO will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Consultant and any expenditure incurred by SWBNO of this coverage will be deducted from any balance due to Consultant.

**B. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status.** **The Consultant will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds”** on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the Sewerage and Water Board of New Orleans Risk Manager and the City of New Orleans Risk Manager as Certificate holders and be delivered via U.S. Mail to 625 St. Joseph St., Room 119, New Orleans, LA 70165 and 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112, respectively.
- ii. **Primary Coverage.** For any claims related to this contract, **the Consultant’s insurance coverage shall be primary** insurance as respects SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SWBNO shall be non-contributing to the Consultant’s coverage.
- iii. **Claims Made Policies.** If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work.  
  
If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Consultant must purchase “extended reporting” coverage for minimum of 5 years after the termination of this agreement
- iv. **Waiver of Subrogation.** **The Consultant and its insurers agree to waive any right of subrogation** which any insurer may acquire against SWBNO by virtue of the payment of any loss under insurance required by this contract.
- v. **Notice of Cancellation.** Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to SWBNO of no less than 60 days.**
- vi. **Acceptability of Insurers.** Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII**, unless otherwise acceptable to SWBNO’s Risk Manager.

2. The Consultant will provide SWBNO’s Risk Manager (at Attn: Risk Manager, 625 St. Joseph St., Room 119, New Orleans Louisiana 70165) and the City of New Orleans Risk Manager (at Attn: Risk Manager, 1300 Perdido Street, 9E06 City Hall, New Orleans, LA 70112) within ten (10) calendar days of the Effective Date and at any other time at the SWBNO’s request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement.
  - b. Copy of the fully executed Agreement.
  - c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
  - d. Statements disclosing any policy aggregate limit.
3. Without notice from the SWBNO, the Consultant will:
1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.
  2. Substitute insurance coverage acceptable to SWBNO within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement: and
  3. Notify SWBNO's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement and provide proof of reinstatement or acceptable substitution prior to such non-renewal, cancellation, or reduction in coverage or limits.

Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees' representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, their agents or employees.

The Vendor shall further indemnify and hold the Board harmless from all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to Worker's Compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees' representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, his agents or employees.

The Vendor shall further indemnify and hold the Board harmless from all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to workers' compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

#### **WORKER'S COMPENSATION**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1021 (6). That its' employees shall not be considered employees of the Board for workers compensation coverage and that the Board shall not be liable to the Vendor or its employees for any workers compensation benefits or coverage.

#### **EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1472 (E), that neither the vendor nor anyone employed by the vendor shall be considered an employee or the Board for the purpose of unemployment compensation coverage.

ATTACHMENT F

**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.**

**ATTACHMENT G**  
**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\_\_\_\_

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**SECRETARY**