

REQUEST FOR PROPOSAL

Debt Collection Agency Services

Solicitation # 2023-SWB-78



Proposal Due Date: December 4, 2023
Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
Debt Collection Agency Services
2023-SWB-78

The Sewerage and Water Board New Orleans (SWBNO) is seeking debt collection services to assist in the collection of its delinquent customer accounts. The Proposer must be experienced with the collection of past-due accounts, and their services should maximize recovery and minimize SWBNO's out-of-pocket expenditures.

RFP will be available **November 15, 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>

Inquiries and/or Requests for Clarification are due to **Cash K. Moses, on November 27, 2023, no later than 5:00 pm CST** via in writing or email to cmoses@swbno.org. All responses will be posted on or before **November 29, 2023, no later than 5:00 p.m. (Central)**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **December 4, 2023, at 11:00 a.m. (Central)** 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 New Orleans (SWBNO) is seeking debt collection services to assist in the collection of its delinquent customer accounts. The Proposer must be experienced with the collection of past-due accounts, and their services should maximize recovery and minimize SWBNO's out-of-pocket expenditures.

1.2 Proposal Preparation

Proposals submitted for consideration should follow the format and order of presentation provided in Part IV - Proposal Submission Requirements.

1.3 Point of Contact/ Inquiries/ Requests for Information:

All correspondence and other communications regarding this RFP shall be directed to **Cash K. Moses, Procurement Director**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, **504-585-2428**, cmoses@swbno.org.

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

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

1.4 Questions and Answers

Inquiries and/or Requests for Clarification are due to **Cash K. Moses, on November 23, 2023, no later than 5:00 pm CST** via in writing or email to cmoses@swbno.org. All responses will be posted on or before **November 29, 2023, no later than 5:00 p.m. (Central)**. Do not contact other SWBNO program personnel with questions regarding this RFP.

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

1.5 Submission of Proposals

Proposers who are interested in providing services requested under this RFP can submit a proposal 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-78 – Debt Collection Agency Services**

To:

Sewerage & Water Board of New Orleans
Attn: Cash 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) Digitally signed technical proposal and (1) digitally signed cost proposal in searchable PDF format to bids@swbno.org

Subject Line: **2023-SWB-78 – Debt Collection Agency Services**

– [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-78 – Debt Collection Agency Services – [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.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by SWBNO prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to SWBNO prior to the proposal due date and time.

The Board reserves the right to reject any and all responses to the RFP (with reasonable explanation) and/or to waive any informalities in evaluating the RFP responses if it deems this to be in the best interest of the Board, its customers, and the general public. The Board reserves the right to qualify Proposers as it deems in its best interest.

1.7 Prohibition of Communication

From the time of advertising, and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with Board's staff, Selection Committee members and elected officials. This does not apply to oral presentations before selection committees, contract negotiations, or communications at any time with any Board employee or elected official regarding matters not concerning this RFP. Breaking the established prohibition on communication may result in a disqualification of the proposal.

1.8 Ownership

All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

1.9 Effect

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

1.10 Errors or Omissions

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

1.11 Cost of Preparation

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

1.12 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in SWBNO’s RFP process; however, SWBNO reserves the right to deviate from this schedule.

Table 1. Anticipated RFP Schedule Summary

Event	Date	Local Time
RFP Release	November 15, 2023	
Deadline for Written Questions	November 27,2023	5:00pm
Responses to questions/clarification	November 29,2023	
Proposal due date and time	December 4, 2023	11:00am
Evaluation Committee Meeting	December 2023	
Award of Contract(s)	TBD	

1.13 Bid Protest Procedures

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

1.14 Public Records Request

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

PART II. GENERAL INFORMATION

Sewerage and Water Board of New Orleans Request for Proposals Debt Collection Agency Services

2.1 Overview of the SWBNO

The 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

The awarded Proposer must be prepared to devote substantial personnel time and resources to this undertaking to assure a major, aggressive effort is made to collect the delinquent accounts without undue delay and to report promptly, completely, and accurately all collection activities.

Proposer agrees to undertake the collection of such accounts as the Sewerage and Water Board of New Orleans decides to place with the Proposer for the purpose of collection and to use due diligence and employ such lawful means, methods and procedures as in its judgment, discretion and experience it believes will best affect the collection of such accounts. The Proposer also agrees to modify its procedures, when in the judgment of the administrative staff of the Sewerage and Water Board, such modification(s) will improve the public image and/or public relations of the Sewerage and Water Board.

All collections must be made in accordance with the Fair Debt Collection Practices Act, Equal Opportunity Credit Act, the Fair Credit Billing Act, and all other applicable federal, state, and local laws.

Proposer must be authorized to collect nationally and be licensed, registered and bonded in all states where required.

Proposer agrees that Sewerage and Water Board of New Orleans will not be liable for any expense incurred by the Proposer incidental to the settlement, or the realization of the accounts placed with the Proposer for collection, except as herein provided. No compromise settlements will be accepted, or suits instituted without written consent of the Sewerage and Water Board of New Orleans.

Proposer agrees not to commingle with their own accounts the checks or money orders presented as payment of delinquent accounts due to the Sewerage and Water Board of New Orleans. The agency will not deposit these checks or money orders in their own bank account.

Proposer agrees that any checks or money orders which are received by the Proposer shall be made out to the Sewerage and Water Board of New Orleans. Additionally, the Proposer shall restrictively endorse these checks to the Sewerage and Water Board of New Orleans and mail or deposit these payments that same day to SWBNO's bank account.

Proposer agrees to discourage cash collections. However, if the Proposer should receive cash, the Proposer shall keep the cash and mail a company check with the customer's name, account number, account address and the amount received to the bank.

Proposer shall not deduct Commission from any collections received in its office from Sewerage and Water Board customers.

The Sewerage and Water Board agrees to send reports to the Proposer of payments received on accounts which were referred to the Proposer. The report may consist of the customer's name, account address, and customer account number, amount owed to Sewerage and Water Board and to the City for sanitation, delinquent due date, and deposit applied amount.

Proposer agrees to Sewerage and Water Board a duplicate receipt for all cash collections.

Proposer shall forward to the Sewerage and Water Board a copy of the contract agreements made between the Proposer and the customer within three (3) day of the customer signing the contract.

Proposer agrees to maintain a separate set of books for Sewerage and Water Board accounts.

The Board, after approximately three weeks for processing, agrees to remit monthly to the collection agency the agreed upon commissions earned by the agency on amounts collected.

Proposer agrees upon the termination of this agreement, the Proposer, may except elsewhere provided herein, retain for the collection in accordance with the terms hereof, any account upon which a partial payment has been made within six (6) months prior to termination and any account that has been placed within collections ninety (90) days prior to the termination of the contract in accordance with the terms hereof. The Sewerage and Water Board reserves the right remove at any time any accounts previously placed with the vendor. Upon termination of the contract, the proposer agrees to forward all uncollected accounts, including but not limited to accounts placed by the proposer with any Credit Bureau with ninety (90) calendar days.

Proposer agrees to forego any commission on the aforementioned accounts, even if payments are made to the Sewerage and Water Board or through some third party.

Proposer agrees nothing herein contained shall be construed as obligating the Sewerage and Water Board to place accounts with the vendor for collection.

Proposer shall suspend action either temporarily or permanently on any account upon receipt of notification from the Board. If such instruction are issued subsequent to the filing of judicial action taken at the request of the Board.

In the event that correspondence from any attorney become necessary, the Board authorizes the Proposer to use any attorney of its selection and its expense to affect the same. However, the Proposer must obtain approval from the Board prior to the issuance of the correspondence by an attorney.

Lawsuits shall be filed as a last resort. Written authority to the institute a lawsuit shall be obtained on each account from the Board's Legal Department before instituting a lawsuit.

Proposer agrees to notify customers, in writing, that any cash payments should be made in the main office of the Sewerage and Water Board, and that payments made by check or money order should be made out to the Sewerage and Water Board.

Louisiana Revised Statute 9:3534.1 (B) states Any collection agency or debt collector doing business in this state must register with the Secretary of State. The secretary of state shall promulgate rules and regulations necessary to provide for the registration required by this Section.

2.3 Contract Terms and Compensation

The contract period is three (3) 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 and Purchase Order.

Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening. Any attempt by the proposer to amend proposal prices shall constitute default as outlined in this specification.

Prices quoted in the proposal response shall include all shipping and delivery costs.

2.4 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 forty-five (45) calendar days after receipt of a properly executed invoice, and approval by the Department or designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

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

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

2.10 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times any and all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.11 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 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>

2.15 Economically Disadvantaged Business Program

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.

PART III. PROPOSAL EVALUATION AND SELECTION

3.1 Selection Committee

Pursuant to Policy Memorandum No. 95, SWBNO must establish a Selection Committee with relevant subject-matter expertise in reviewing and evaluating proposals to the RFP. Each proposal to the RFP must be evaluated by a committee of five individuals consisting of:

- General Superintendent, or designee
- Deputy Director, or designee
- Department Head requestor, or designee
- Employee who will manage and monitor the contract
- An Expert (Employee or Non-Employee) in the field as determined by the Executive Director

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

3.2 Technical Evaluation

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

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 a possible 100 points. The Proposer with the highest score will be recommended for award of contract.

The Board reserves the right to reject any and all proposals. As part of the evaluation process, the Selection Committee will interview Proposer references and other parties to confirm Proposer's performance on previous projects. The Board reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the Board to contract for the proposed project. The Board will negotiate its agreement with the highest evaluated proposer, as determined by the Selection Committee.

Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be requested after submissions and before award of the Contract.

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

Technical Criteria

(0-5 points) Responsiveness and completeness of the proposal

(0-30 points) Proposer Methodology/Approach

(0-30 points) Proposer Experience

(0-20 points) Proposer References

(0-15 points) Proposer percentage for the proposed services. (This shall be considered in the proposal evaluations, but it shall not be the sole determining factor).

3.3 Percentage Evaluation

Pricing proposals must be submitted in a separate envelope or file (if emailed) marked “Pricing 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 percentage shall receive 20 points.

Other proposers will receive a score on the difference the percentage is from the lowest percentage.

3.4 Shortlist

SWBNO at its sole discretion may recommend a selection of Proposers for a short list based on the overall ranking by the Selection Committee.

During the review of any proposal, the Selection Committee may:

- Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of proposals;
- Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals;
- Waive any requests or requirements if such waiver is in the best interest of the SWBNO; and
- Request interviews/presentations with any, some or all proposers to clarify any questions or considerations based on the information included in proposals, Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.

3.5 Best and Final Offer (BAFO)

Selection Committee, at its request, may ask for a Best and Final Offer from the top proposers.

Written notification is sent to the selected proposers that will include a list of the specific items to be addressed, instructions and deadline for submittal, and the evaluation criteria and scoring methodology, if different from the RFP.

If requested, when evaluating BAFO responses, if BAFO cost is requested, this will replace the original cost and the technical proposal may be re-evaluated.

3.6 Notification

Once the Selection Committee recommends a proposal, the Procurement Department notifies the selected firm by a Recommendation of Award letter. The unsuccessful proposer(s) will be notified as well. The Award Letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

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

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

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

Proposals must be prepared in English on 8 ½ x 11inch paper 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 an executive summary highlighting the qualifications of your company. Describe your company's experience, and underlying philosophy in providing the services as described. Description should include details such as the following:

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

4.4 PROPOSER METHODOLOGY/APPROACH

A work plan must be submitted, detailing your specific plans for effective collection of payments.

The work plan should include:

- Identification of the key elements of the plan
- Identification of the services provided under the plan.
- Describe the specific steps to be followed in seeking arrangements for payment of collection items without the need to levy execution or proceed with foreclosure. This should include steps relative to both secured and non-secured debt and any specialized actions relevant to the needs of SWBNO.
- Describe the type of auditable financial records that will be maintained.
- Describe the remittance procedure.
- Describe any electronic communication capabilities including receipt of payments from delinquent accounts via the Internet.
- Describe method of transfer of collections to SWBNO.

4.5 PROPOSER EXPERIENCE

1. List the name, business address, and telephone number of the individual that will act as the Program Manager for this contract.
 - Provide a brief resume of the individual's background and skills in managing similar projects.
 - Years of experience within the area of specialty
 - Length of and type of service with the firm
 - Knowledge of local government debt collection
 - Education and formal training
2. Names, qualifications, and experience of those persons who will be assigned to work both directly and indirectly with or consult with SWBNO.
 - Individuals' resumes should include:
 - Years of experience within the area of specialty
 - Length of and type of service with the firm
 - Knowledge of local government debt collection
 - Education and formal training
3. Experience of the firm and staff with municipal and local government debt collection issues.
 - Experience in public debt collection within the State of Louisiana
 - Knowledge of federal, state, and local laws, rules, and regulations

4.6 PROPOSER REFERENCES

Each Proposer shall provide at least three (3) references of local or municipal government accounts for which the Proposer has provided the same or similar services during the past three (3) years limited to three (3) pages.

Each reference shall include, at a minimum:

- Name and full address of organization
- Contact person for contract
- Contact person of the procurement authority
- Telephone number(s)
- Date of initiation of contract

SWBNO may contact any or all references listed or any other references known by SWBNO to have conducted business with the Proposer. Failure to provide references will deem your proposal non-responsive.

4.7 PRICING AND PAYMENT

Fees shall be proposed as percentages of gross collections of payments. Such percentages may vary depending on the amount of payment to be collected and on the expected amount of work involved in effective collection.

Fees shall be charged only as a percentage of the gross amount of collection items actually collected. Such fees shall be paid only with respect to the amounts of collections actually remitted to SWBNO. SWBNO will not award a fixed fee account.

The full or partial payment amount of the delinquent account will be remitted to the SWBNO upon collection. SWBNO shall not be responsible for fees for checks returned for non-sufficient funds. Discussion of fees should include any distinction in fees regarding those accounts requiring legal action versus those not requiring legal action.

4.7 REQUIRED ATTACHMENTS

ATTACHMENT A – COVER SHEET

ATTACHMENT B – PRICING FORM

ATTACHMENT C – REQUIRED AFFIDAVITS

RFP Submittal Document Checklist

___ Technical Proposal with required tabs

___ Pricing Proposal (separate envelope or separate file)

___ Affidavit Attachments (Completed and Signed)

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

ATTACHMENT A
COVER SHEET

Request for Proposal: _____

Company Name: _____

Company Address: _____

Please provide the key contact person's information who will be responsible during the active event:

Primary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

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

Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

ATTACHMENT B
PRICING FORM

Compensation Fee Schedule:

If collected within the first 30 days of placement _____%

If collected after 30 days of placement _____%

Accounts requiring legal/lawsuit filing _____%

Any other charges (please specify) _____
(provide backup to explain)

ATTACHMENT
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 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
CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH 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.

Contractor Representative (Signature)

(Print or type name)

(Address)

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

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

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT
NON-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
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
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
BIDDER'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

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.