

REQUEST FOR PROPOSAL

REAL ESTATE BROKER SERVICES

Solicitation # 2024-SWB-28



Proposal Due Date: August 7, 2024
Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
REAL ESTATE BROKER SERVICES

The Sewerage and Water Board of New Orleans is soliciting Requests for Proposal from qualified firms or individuals holding an active Louisiana license in Real Estate Brokerage

RFP will be available **July 8, 2024**, 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 **Prentice Mackyeon**, on **July 22, 2024, no later than 5:00 pm CST** via in writing or email to pmackyeon@swbno.org. All responses will be posted on or before **July 25, 2024, no later than 5:00 pm CST**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **August 7, 2024, at 11:00 am** local time. For submission instructions, see proposal documents.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Sewerage and Water Board of New Orleans is soliciting Requests for Proposal from qualified firms or individuals holding an active Louisiana license in Real Estate Brokerage. The successful Brokerage (Contractor) will have expertise and documented capability to perform commercial, industrial, residential, and unimproved property transactions of the nature and type needed by the Board, in accordance with the specifications provided herein. The selected Contractor will provide services as an independent contractor. All responses must address the services, requirements, terms, and conditions as set forth in this Request for Proposals.

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

1.4 Questions and Answers

Inquiries and/or Requests for Clarification are due to **Prentice Mackyeon, on July 22, 2024, no later than 5:00 pm CST** via in writing or email to pmackyeon@swbno.org. All responses will be posted on or before **July 25, 2024**. 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 **2024-SWB-28 – Real Estate Broker Services**

To:

Sewerage & Water Board of New Orleans
Attn: Prentice Mackyeon - 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 **2024-SWB-28 – Real Estate Broker 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 **2024-SWB-28 – Real Estate Broker 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	July 8, 2024	
Deadline for SWBNO receipt of written questions from prospective proposers	July 22, 2024	5:00pm
Responses to questions/clarification	July 25, 2024	
Proposal due date and time	August 7, 2024	11:00am
Evaluation Committee meeting, open to public	TBD	10:00 am
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 REAL ESTATE BROKER 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 selected Real Estate Broker Service is expected to perform real estate services including but not limited to the following:

Task 1: Leasing, Purchasing, and Sale

- Planning and implementation of real estate transactions from strategic planning and needs analysis through project management until closing and assisting with post-closing needs on residential, commercial, industrial, and undeveloped properties
- Work with the staff of the Board and designated representatives to ensure that all project proponents' site requests are included in market searches
- Evaluate market research and data to determine recommended sales, purchase, and lease prices of properties
- Conduct market research and site searches, to include creation of market reports that support the business case of strategic purchases, sales, and leases, including zoning considerations, cleanups, remediations, development or land use restrictions, and all other factors that would influence property suitability
- Perform market analyses
- Work with relevant governmental authorities regarding potential zoning change requests
- Identification of all suitable available properties that meet the needs of the Board
- Development of strategic options and associated business case, describing risks, costs, and benefits
- Develop strategies for sale of properties
- Work with the staff of the Board and designated representatives to negotiate the purchases, sales, and leases of properties with buyers, sellers, lessors, and lessees
- List properties for sale and lease
- Draft offers, addenda, sales agreements, purchase agreements, and leases
- Conduct or order title searches and abstracts
- Coordinate curing of title defects
- Coordinate real estate transaction closings

Task 2: Consulting Services

- Planning and implementation of real estate transactions from strategic planning and needs analysis through project management until closing and assisting with post-closing needs on residential, commercial, industrial, and undeveloped properties

- Work with the staff of the Board and designated representatives to ensure that all project proponents' site requests are included in market searches
- Perform market analyses
- Coordinate real estate appraisals with the Board's retained Real Estate Appraisal service provider
- Handle all other customary activities and services associated with real estate transactions, including, but not limited to, showing of properties, participation and assistance with drafting of documents, and coordination of inspections and surveys
- Attend meetings with the staff of the Board and designated representatives to make presentations on potential or pending transactions as needed
- Attend public meetings as needed
- Represent the Board on purchases, sales, and leases of property
- Conduct marketing, advertising, networking, and signage at Consultant's expense, to include online medium
- Prepare and present offers and counteroffers and addenda, and secure document signatures and earnest monies as appropriate
- Consult on related matters such as viability of prospective purchasers, tenants, etc.
- Provide information and documents necessary for escrow during due diligence periods and in preparation for closing
- Advise the Board and its staff in matters regarding the purchase, offers, claims, counteroffers, discussions, and issues pertaining to the purchase/sale/lease of the assigned property(ies).
- Attend closings scheduled on purchases and sales by the Board, at the request of the Board.
- Assist the Board with efforts to obtain plans, right-of-way maps, title searches, title commitments, owner's title policies, appraisals, acquisition and/or eminent domain
- Provide the Board with the original and/or copy of all documents produced by the Contractor as a result of the work assigned, if requested
- Attend closings scheduled on purchases and sales by the Board, at the request of the Board.
- Assist the Board with efforts to obtain plans, right-of-way maps, title searches, title commitments, owner's title policies, appraisals, acquisition and/or eminent domain
- Provide the Board with the original and/or copy of all documents produced by the Contractor as a result of the work assigned, if requested
- Other related tasks as needed.

2.3 Contract Terms and Compensation

The contract period is for five (5) years 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

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 criterion.

3.2 Technical Evaluation

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

A composite scoring approach will be utilized, in which scores from each Committee member will be averaged in each category to score the proposals out of a possible 100 points.

The Board reserves the right to reject all proposals. 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 the 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

(0-30 points) Demonstrated Knowledge and Relevant Experience

(0-30 points) Staffing and Qualifications

(0-30 points) Methodology/Approach

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

3.3 Price Evaluation

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

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

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

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer’s cost

X = 10 of the total number of points assigned

3.4 Shortlist

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

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

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

3.5 Best and Final Offer (BAFO)

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

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

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

3.6 Notification

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

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

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

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

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

4.1 TITLE PAGE

Title Page should contain the following information:

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

4.2 TABLE OF CONTENTS

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

4.3 PROPOSER DEMONSTRATED KNOWLEDGE AND RELEVANT EXPERIENCE

Provide the organizations knowledge and experience in real estate including but not limited to consulting, sales, purchases, leasing, zoning, development or land use restrictions, project management, and reporting.

Description should include details such as the following:

- Abilities
- Capacity
- Skill
- Strengths
- Number of years in business
- Number of employees
- Demonstrated knowledge of the local real estate market and zoning ordinances (and be able to assist with potential requests for zoning changes when needed)

4.4 PROPOSER METHODOLOGY AND APPROACH

- Describe the organization's approach to the planning and implementation of real estate transactions from strategic planning and needs analysis through project management until closing and assisting with post-closing needs on commercial, industrial, residential, and undeveloped properties.
- Describe the organization's approach to the provision of consultant services to the Board as needed

4.5 PROPOSER STAFFING AND QUALIFICATIONS

- Must be licensed and in good standing with the State of Louisiana.
- Must submit resumes of key personnel
- Must be knowledgeable of local real estate market and have experience with residential properties.

- Must possess an excellent reputation, to be verified by at least three (3) independent references.
- At least ten (10) years of experience with commercial real estate sales and acquisition transactions.
- At least five (5) years of experience with commercial leasing and lease documents.
- At least (7) years of combined experience with both public and private sector.

4.6 COST PROPOSAL (SUBMITTED SEPARATELY)

Firms or individuals must provide their broker fees and an hourly fee schedule by position for all personnel. Respondents are to include a fee schedule as described below. No other fees shall apply except those included in the fee schedule.

The fee schedule shall include the following:

- State your commission rate for purchasing, selling, and leasing properties, representing both lessor and lessee
- State any other costs the Board may anticipate relating to real estate services described in the Scope of Work
- Please include any additional fee items your firm believes should be added per the Scope of Work

4.7 REQUIRED ATTACHMENTS

ATTACHMENT A – COVER SHEET

ATTACHMENT B – PRICING FORM

ATTACHMENT C – AFFIDAVITS (NEEDED FOR CONTRACT)

RFP Submittal Document Checklist

_____ Technical Proposal with required tabs

_____ Cost Proposal (separate envelope or separate file)

_____ Attachments A

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

Real Estate Broker Fee Schedule	
	Commission %
Purchasing Transactions (per transaction)	
Sales Transactions (per transaction)	
Lessor Broker Fee	
Lessee Broker Fee	
Provide Fee Schedule for additional services	

ATTACHMENT C
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 C
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 C
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 C
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 C
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 C
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 _____; 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