

REQUEST FOR PROPOSAL

PROFESSIONAL FLEET LIABILITY CLAIM SERVICES

Solicitation # 2024-SWB-30



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

Sewerage and Water Board of New Orleans
Request for Proposal
PROFESSIONAL FLEET LIABILITY CLAIM SERVICES

The Sewerage and Water Board of New Orleans is soliciting Requests for Proposal for the purpose of performing automobile liability claims services.

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 Risk Management Department is responsible for fleet liability investigation and claims adjusting. Therefore, the Risk Management Department seeks to engage a Professional Claims Service to manage the Board's fleet incident liability claims.

The Board has a self-insured retention of \$1,000,000 each occurrence for fleet liability claims and carries a total of \$5,000,000 in commercial automobile liability coverage. The Board employs a Risk Manager, Claims Manager, and a Claims Investigator who, under the supervision of the Risk Manager, manage the day-to-day claims handling and will work closely with the Professional Claims Service managing the processing, settling, and litigation on all claims.

The Board assigns fleet liability cases in litigation to attorneys that are currently contracted with the Board. The Board will advise the Professional Claims Service of the attorney that has been selected to handle each case. The Professional Claims Service will be required to coordinate activities between the Risk Management Office and the selected outside legal counsel.

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 24, 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 29, 2024, no later than 5:00 pm CST**. Do not contact other SWBNO program personnel with questions regarding this RFP.

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 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-30 – PROFESSIONAL FLEET LIABILITY CLAIM 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-30 – PROFESSIONAL FLEET LIABILITY CLAIM 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-30 – PROFESSIONAL FLEET LIABILITY CLAIM 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 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	
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/>

1.15 FEMA Provisions

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

PART II. GENERAL INFORMATION

Sewerage and Water Board of New Orleans Request for Proposals PROFESSIONAL FLEET LIABILITY CLAIM 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 Professional Claims Service is expected to perform claim services including but not limited to the following:

- Investigation and adjusting of all fleet liability incidents
 - Onsite investigation
 - Have after-hours, on-call capabilities
 - Secure statements from parties and witnesses
 - Obtain police and accident reports
 - Photograph scene, vehicles, and property
 - Collect and compile documentation to support liability determinations and damages
 - Communicate with appropriate Board staff, insurer personnel, outside counsel, and other parties as necessary to determine liability and provide damage assessments.
 - Determination of liability in fleet accidents
 - Appraisal of vehicular and property damage
 - Arrange rental car services when appropriate
 - Prepare full and final report of accident to issue payment, subrogation claim, or denial
 - Make recommendations for third party recoveries
 - Request necessary payment from Risk Management in exchange for release to claimant or for services provided
 - Coordinate the provision of required Procurement documents to claimants, insurers, attorneys, or other payees and assist payees in returning completed documents to the Board through the Professional Claims Service
 - Provide semi-annual loss runs
 - Provide any auditing reports that may be requested
 - Submit subrogation claims for vehicle damages, Workers' Compensation expenses, and other costs; and
 - Verify that Board vehicles involved in liability incidents have a current brake tag, photograph the brake tag at all incident scenes, and report on the status of the brake tag in all liability reports.

The scope of claim services intended to be procured through Request for Proposals from the list of firms will include these elements:

a. Conduct onsite investigations of vehicular accident claims

The Professional Claims Service is expected to respond to each vehicular accident within one (1) hour and collect evidence to support a final report.

b. Set up file

Set up a claim file within 24 hours of receipt of the claim and send an acknowledgement letter of all new files opened.

c. Set reserves

Assign an initial reserve.

d. Investigation report

The Professional Claims Service is expected to submit a preliminary report, within seventy-two (72) hours, to the Risk Manager, Deputy Director and/or Legal Counsel of the Sewerage and Water Board. The report shall include contact with the claimant or attorney for additional claim details, responses to requests for information regarding the claim from the Board and field work, if appropriate, which will include photographs, descriptions and measurements of defects, nature and extent of any injuries, etc. The Professional Claims Service is expected to determine liability and submit a full and final report, within ninety (90) days, to the Risk Manager, Deputy Director and/or Legal Counsel of the Sewerage and Water Board for approval. If denial is appropriate, issue denial letter to claimant or claimant's attorney or representative, which will include an explanation of why the claim was denied. If claim is to be approved, gather damages documentation and with prior written approval on a per-claim basis from the Board, negotiate a reasonable settlement for final presentation to the Board for approval or ratification. The Professional Claims Service shall prepare a settlement request and forward that request to the Risk Manager or Legal Counsel for approval.

e. Appraisal Presentation

The Professional Claims Service is expected to have the ability and software to present a dependable appraisal of vehicle and/or property damage.

f. Rental Car Services

The Professional Claims Service is expected to have the ability to set the claimant up with a rental car while repairs are being made to vehicle or when a total loss has been declared.

g. Subrogation

The Professional Claims Service will be expected to request needed information from the Sewerage and Water Board Workers' Compensation Unit. This information will be used along with any vehicle or property damage appraisals to support subrogation against the adverse party.

h. Litigation

In the event that the Board is served with a summons or complaint, the Claims Investigator will mail or email a copy of the summons or complaint to the Professional Claims Service provider. Upon receipt, the Professional Claims Service will immediately acknowledge receipt of summons or complaints from the Board and verify routing to the appropriate defense counsel selected by the Board's Counsel. The Professional Claims Service is to transmit a complete copy of the claims file to the defense counsel once chosen by the Board so that a timely response to the complaint can be filed. The Professional Claims Service may also be required to attend settlement conferences, mediations, and/or court trial hearings.

i. Claims Management System Reporting

The Professional Claims Service shall provide monthly and statistical reporting that shall include, but not limited to, claims opened and closed each month; the current open claims; all claims by date, all claims by payment type and all litigated claims divided by defense counsel. Also, there shall be a separate report that only lists those claims reserved at \$50,000 or more. These statistical reports shall be supplied to the Board no later than the 5th day of each month. The Professional Claims Service shall also provide a semi-annual loss run to be provided to the Board no later than February 15 each calendar year to include the previous year's total reported incidents, total number of claims paid out, total amount paid out in claims, as well as other statistical and audit data requested by the Board

2.3 Contract Terms and Compensation

The contract period is 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 Cooperative Agreement

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

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

2.15 Non-Exclusivity Clause

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

2.16 Living Wage

The Contractor agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the Sewerage and Water Board.

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

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

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

2.17 Economically Disadvantaged Business Program

To ensure the full participation of DBE's in all phases of SWBNO's procurement activities, all Proposers at time of proposal submission shall complete and submit an Economically Disadvantaged Business Participation Summary Sheet along with signed correspondence from SLDBE(s) on their letterhead. If the DBE Participation Summary Sheet and signed correspondence are not submitted, it shall be determined that the proposer is non-responsive and the proposal will not be evaluated by the Selection Committee.

A DBE goal of **five percent (5%)** has been established for this RFP. The Proposer shall agree to use its best efforts to assure that all Proposers comply with the factors set forth in the DBE Program, to meet the goal for DBE participation in the performance of this solicitation.

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 the possible 100 points. A minimum score of 85 points for Total Score must be obtained for a Proposal to be considered acceptable for contract award. Any Proposal failing to receive the minimum score of 85 points at the end of the Technical and Cost scoring, proposals will not be evaluated further and will be ineligible for award.

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

Technical Criteria

(0-25 points) Specialized experience and technical competence

(0-35 points) Proposer Methodology and approach

(0-25 points) Proposer qualifications

(0-10 points) DBE Compliance

(0-5 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:

$$CS = (LPC/PC*5)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer’s cost

X = 5 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 INTRODUCTION AND EXPERIENCE

Proposer should provide a description of your company's experience, and underlying philosophy in providing the services as described. Description should include details such as the following:

- Abilities
- Capacity
- Skill
- Strengths
- Number of years in business
- Number of employees
- Resumes of key staff

4.4 PROPOSER METHODOLOGY AND APPROACH

Proposer should communicate its interpretation and understanding of the functions and services required within the scope of work and how its proposal will meet the needs of the Board. This section should describe proposer's business practices, procedures, standards, and methods in relation to the SOW. This section should address Proposer's understanding of the Board's statutory authority, duties, and responsibilities and how Proposer's experience and business practices will support the execution of those duties and responsibilities.

4.5 PROPOSER QUALIFICATIONS

1. Must be licensed and in good standing with the State of Louisiana.
2. Must possess knowledge of the local and state liability claims laws and statutes and possess experience with the investigating, administration of, and closing out all liability claims.
3. Must be familiar with workers compensation and employers' liability insurance.
4. Must possess an excellent reputation, to be verified by at least three (3) independent references.
5. At least three (3) years of experience with public liability claims service.
6. At least (7) years of combined experience with both public and private sector liability claims services.

4.6 COST PROPOSAL (TO BE SUBMITTED SEPARATELY)

Proposers should submit a fee schedule that details a file setup fee that covers all one-time startup costs required to begin providing services for each claim to be processed.

On a separate form, Proposers must also detail any hourly rates or service fees for additional services not covered within the file setup fee. These fees apply to handling of new claims, open claims, closed claims that reopen until final closure, loss prevention, and underwriting services. This form should also state any other costs the Board may anticipate relating to fleet liability claims services as described in the Scope of Work. Please include any additional fee items your firm believes should be added per the Scope of Work.

No other fees shall apply except those included in the fee schedule.

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 – j (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 Emergency 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

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