

# REQUEST FOR PROPOSAL

## PROFESSIONAL WORKER'S COMPENSATION SECOND INJURY FUND CLAIMS SERVICES

**Solicitation # 2024-SWB-18**



**Proposal Due Date: July 1, 2024**  
**Proposal Due Time: 11:00 AM CST**

**Sewerage and Water Board of New Orleans**  
**Request for Proposal**  
**Solicitation # 2024-SWB-18**  
**Worker's Compensation Second Injury Fund Claims Services**

The Sewerage and Water Board of New Orleans (SWBNO or the "Board") is soliciting proposals for professional Workers' Compensation Second Injury Fund claims services. Therefore, the Risk Management Department seeks to engage a Professional Claims Service to assist in reviewing open Workers' Compensation claims for potential Second Injury Fund reimbursement, to file qualified claims with the Second Injury Fund, and to appeal denials of qualified claims with the Second Injury Fund.

RFP will be available **May 29, 2024**, for download at the following websites:

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

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

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

Inquiries and/or Requests for Clarification are due to **Kimberly Barnes on June 12, 2024, no later than 5:00 pm CST** via in writing or email to [kbarnes@swbno.org](mailto:kbarnes@swbno.org). All responses will be posted on or before **June 17, 2024, no later than 5:00 pm CST**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **July 1, 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**

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### **1.1 Request for Proposals**

The Risk Management Department is responsible for the analysis of all Workers' Compensation claims to identify potential claims to the State of Louisiana's Second Injury Fund, for making claims for reimbursement for qualified claims, and for submitting appeals on denials of qualified claims. Therefore, the Risk Management Department seeks to engage a Professional Claims Service to assist reviewing open Workers' Compensation claims for potential Second Injury Fund reimbursement, to file qualified claims with the Second Injury Fund, and to appeal denials of qualified claims with the Second Injury Fund.

### **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 **Kimberly Barnes, Purchasing Specialist** Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, **504-585-2368**, [kbarnes@swbno.org](mailto:kbarnes@swbno.org).

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

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

### **1.4 Questions and Answers**

Inquiries and/or Requests for Clarification are due to **Kimberly Barnes, on June 12, 2024, no later than 5:00 pm CST** via in writing or email to [kbarnes@swbno.org](mailto:kbarnes@swbno.org). All responses will be posted on or before, **June 17, 2024, no later than 5:00 pm CST**. Do not contact other SWBNO program personnel with questions regarding this RFP.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on SWBNO's website, and issued prior to the RFP's Delivery Deadline. The Proposers shall not rely on any representation, statement, nor 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-18** – Worker’s Compensation Second Injury Fund Claims Services

To:

The Sewerage & Water Board of New Orleans  
Attn: Kimberly Barnes - 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](mailto:bids@swbno.org)

Subject Line: **2024-SWB-18** – Worker’s Compensation Second Injury Fund Claims 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-18** – Worker’s Compensation Second Injury Fund Claims 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 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 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.

**Anticipated RFP Schedule Summary**

Event	Date	Local Time
RFP Release	May 29, 2024	
Deadline for Written Questions	June 12 ,2024	5:00 p.m.
Responses to questions/clarification	June 17, 2024	
Proposal due date and time	July 1, 2024	11:00 a.m.
Evaluation Committee Meeting	TBD	TBD
Award of Contract(s)	TBD	

### **1.13 Bid Protest Procedures**

Any formal protest the recommendation of award which is to be made by an aggrieved Proposer must be submitted in writing to the Procurement Director, Cashanna K Moses at [cmoses@swbno.org](mailto: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/>



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## PART II. GENERAL INFORMATION

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**Sewerage and Water Board of New Orleans  
Request for Proposals  
Solicitation # 2024-SWB-18  
Worker's Compensation Second Injury Fund Claims Services**

### **2.1 Overview of the SWBNO**

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

### **2.2 Scope of Work**

The scope of claim services will include these elements:

- **Obtain electronic or paper copies of all open and new Workers' Compensation claims**  
The claims service is expected to either accept hard copies or electronic versions of Workers' Compensation files for evaluation. Set up a claim file within 24 hours of receipt of the claim and send an acknowledgement letter of all new files opened. Set up current ongoing claims in the system.
- **Review all open Workers' Compensation claims for potential Second Injury Fund Claims** The claims service is expected to possess the knowledge, training, education, experience, and expertise to assess each file for potential for Second Injury Fund reimbursement in compliance with all applicable laws and regulations.
- **Investigate claims assigned to administrator for Second Injury Fund qualification and reimbursable expenses.**  
The claims service is expected to identify all reimbursable indemnity and medical payments made by the Sewerage and Water Board of New Orleans by reviewing all expenses in Second Injury Fund qualified claims.
- **File claims on behalf of Sewerage and Water Board of New Orleans with the Louisiana Second Injury Fund.**  
The claims service is expected to collect all necessary information, data, and documentation from existing file contents as well as to obtain any additional material as may be necessary and available for the submission of claims, for the preparation of files for submission of claims, and for the filing of all qualified Second Injury Fund claims on behalf of the Sewerage and Water Board of New Orleans.
- **File appeals on denied qualified Second Injury Fund claims on behalf of Sewerage and Water Board of New Orleans.**  
The claims service is expected to prepare any claims that are denied by the Second Injury Fund for appeal and to file appeals on behalf of the Sewerage and Water Board of New Orleans.

➤ **Make recommendations for proactively gathering information needed to support Second Injury Fund claims.**

The claims service is expected to provide the Sewerage and Water Board of New Orleans with expert advice and guidance on how to proactively prepare and collect documentation on active employees in preparation for potential future Second Injury Fund claims, in compliance with applicable laws and statutes.

➤ **Provide forms, questionnaires, or other documents for distribution to employees that would aid in the collection of necessary information to support Second Injury Fund claims.**

The claims service is expected to provide the Sewerage and Water Board of New Orleans with up to date, legally compliant forms, questionnaires, or other forms of documentation which can be distributed to employees for the collection of information necessary to support future claims to the Second Injury Fund.

➤ **Provide guidance on measures that would aid in supporting Second Injury Fund claims.**

The claims service is expected to use its expertise to provide advice and guidance on actions that would support the efforts of the Sewerage and Water Board of New Orleans in obtaining all reimbursements from the Second Injury Fund that it is entitled to.

### **2.3 Contract Terms and Compensation**

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

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

Sewerage and Water Board of New Orleans will pay Vendor a fee on all reimbursements on cases assigned to Vendor as follows:

- Percentage on all cases identified, investigated, and perfected by Vendor. This includes claims that are open at the time of execution of the Contract with Vendor, as well as claims that are opened thereafter.

- Percentage on cases previously filed with the Second Injury Fund by Sewerage and Water Board of New Orleans, but not accepted for reimbursement.

- Percentage on cases already accepted by the Second Injury Fund for reimbursement. In the case of lump-sum settlements, fees will be a percentage.

Vendor will bear all expenses it generates, including, but not limited to, costs incurred in investigating potential claim matters, medical opinion charges, private investigation fees and legal expenses, including appeal costs of claims denied by the Second Injury Fund incurred by Vendor in prosecuting Fund claims. If a claim is denied by the Second Injury Fund and Vendor chooses not to appeal the claim, Vendor relinquishes all rights to recover fees on the claim if Sewerage and Water Board of New Orleans pursues and prevails in an appeal against the Second Injury Fund.

All Fund payments will be payable solely to Sewerage and Water Board of New Orleans. Fund payments will be issued electronically directly to Sewerage and Water Board of New Orleans, at which time Vendor will submit invoices for contingency fees. Sewerage and Water Board of New Orleans will pay Vendor's invoices subject to review of the contingency fees charged.

## **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 regarding all claims filed with the Contractor and his insurance carriers relative to the contract, except for claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and

description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Contractor's compliance with these specifications.

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

### **2.10 Right to Audit**

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

### **2.11 Confidential Information**

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself as described below in the Louisiana Revised Statute 44:3.2. D. (1). SWBNO will be free to use all information in the Vendor's proposal for SWBNO's purposes. Vendor proposals shall remain confidential until SWBNO's Proposal Selection Committee makes its recommendation to SWBNO Board of Directors. The Vendor understands that any material supplied to SWBNO may be subject to public disclosure under SWBNO's confidential act.

**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 using 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.

## **2.16 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>

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## PART III. PROPOSAL EVALUATION AND SELECTION

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### **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 based on 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 according to the principles of the Sewerage and Water Board's Professional and Personal Services Procurement Policy Memorandum No. 95 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 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**

**(0-35 points)** Specialized experience and technical competence.

**(0-35 points)** Performance history, including competency, responsiveness, work quality and the ability to meet schedules and deadlines.

**(0-30 points)** Reimbursement percentages.

### **3.3 Reimbursement Percentages Evaluation**

The proposer with the lowest percentage shall receive 30 points.

### **Pricing proposals must be submitted in a separate envelope or file (if emailed) marked “Pricing Proposal”.**

A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Price Proposal:

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

### **3.4 Shortlist**

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

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

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

### **3.5 Best and Final Offer (BAFO)**

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

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

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



### **3.6 Notification**

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

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

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## **PART IV. PROPOSAL SUBMISSION REQUIREMENTS**

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

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

### **4.1 TITLE PAGE**

Title Page should contain the following information:

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

### **4.2 TABLE OF CONTENTS**

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

### **4.3 INTRODUCTION**

Proposer should provide 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

### **4.4 PROPOSER METHODOLOGY/APPROACH**

Proposer shall thoroughly describe its capability to perform/facilitate the services required, to include methodology, approach, and available resources, and a detailed plan on how it would meet SWBNO requirements for the scope of work.

Provide a detailed Plan of Approach to include but not limited to:

- The ability to provide the services requested
- Staffing dedicated to this effort
- Any software, applications, or other technological resources required for this service
- Provide a schedule of estimated turnaround times for the filing of initial claims to the Second Injury Fund for existing Workers' Compensation claims after receipt of file.
- Initial claims to the Second Injury Fund for new incoming Workers' Compensation claims after receipt of file
- Appeals on denied claims to the Second Injury Fund after notice of denial

### **4.5 PERFORMANCE HISTORY**

1. List the name, business address, and telephone number of the individual that will act as the Program Manager for this contract.
  - Provide a brief resume of the individual's background and skills in managing similar projects.
    - Years of experience within the area of specialty

- Length of and type of service with the firm
  - Knowledge of local government debt collection
  - Education and formal training
2. Names, qualifications, and experience of those persons who will be assigned to work both directly and indirectly with or consult with SWBNO.
    - Individuals' resumes should include:
      - Years of experience within the area of specialty
      - Length of and type of service with the firm
      - Knowledge of local government debt collection
      - Education and formal training
  3. Experience of the firm and staff with municipal and local government debt collection issues.
    - Experience in public debt collection within the State of Louisiana
    - Knowledge of federal, state, and local laws, rules, and regulations

**4.6 REIMBURSEMENT PERCENTAGES**

Sewerage and Water Board of New Orleans will pay Vendor a fee on all reimbursements on cases assigned to Vendor as follows:

- \_\_\_% on all cases identified, investigated, and perfected by Vendor. This includes claims that are open at the time of execution of the Contract with Vendor, as well as claims that are opened thereafter.
- \_\_\_% on cases previously filed with the Second Injury Fund by Sewerage and Water Board of New Orleans, but not accepted for reimbursement.
- \_\_\_% on cases already accepted by the Second Injury Fund for reimbursement. In the case of lump-sum settlements, fees will be \_\_\_%.

Vendor will bear all expenses it generates, including, but not limited to, costs incurred in investigating potential claim matters, medical opinion charges, private investigation fees and legal expenses, including appeal costs of claims denied by the Second Injury Fund incurred by Vendor in prosecuting Fund claims. If a claim is denied by the Second Injury Fund and Vendor chooses not to appeal the claim, Vendor relinquishes all rights to recover fees on the claim if Sewerage and Water Board of New Orleans pursues and prevails in an appeal against the Second Injury Fund.

All Fund payments will be payable solely to Sewerage and Water Board of New Orleans. Fund payments will be issued electronically directly to Sewerage and Water Board of New Orleans, at which time Vendor will submit invoices for contingency fees. Sewerage and Water Board of New Orleans will pay Vendor’s invoices subject to review of the contingency fees charged.

**4.7 REQUIRED ATTACHMENTS**

- ATTACHMENT A – COVER SHEET
- ATTACHMENT B – PRICING FORM
- ATTACHMENT C – REQUIRED AFFIDAVITS

**RFP Submittal Document Checklist**

- \_\_\_ Technical Proposal with required tabs
- \_\_\_ Pricing Proposal (separate envelope or separate file)
- \_\_\_ Affidavit Attachments (Completed and Signed)

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

**ATTACHMENT A  
COVER SHEET**

**Request for Proposal:** 2024-SWB-18 – WORKER’S COMPENSATION SECOND INJURY FUND CLAIMS SERVICES

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**

- \_\_\_% on all cases identified, investigated, and perfected by Vendor. This includes claims that are open at the time of execution of the Contract with Vendor, as well as claims that are opened thereafter.
- \_\_\_% on cases previously filed with the Second Injury Fund by Sewerage and Water Board of New Orleans, but not accepted for reimbursement.
- \_\_\_% on cases already accepted by the Second Injury Fund for reimbursement. In the case of lump-sum settlements, fees will be \_\_\_\_%.

**ATTACHMENT**  
**CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

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

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

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

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

The Respondent hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with the Board officials or employees.

*(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

\_\_\_\_\_  
Respondent Representative (Signature)

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

\_\_\_\_\_  
(Address)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

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

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

Notary ID#/Bar Roll # \_\_\_\_\_

**ATTACHMENT**  
**CONVICTED FELON AFFIDAVIT**

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

PARISH OF \_\_\_\_\_

Before me, the undersigned authority, came and appeared \_\_\_\_\_,

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

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

\_\_\_\_\_  
Contractor Representative (Signature)

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

\_\_\_\_\_  
(Address)

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

this \_\_\_\_ day of (MONTH) \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Identification No./Bar Roll No.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

SWORN TO AND SUBSCRIBED BEFORE ME

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

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

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



**ATTACHMENT**  
**NON-SOLICITATION AFFIDAVIT**

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

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

Before me, the undersigned authority, came and appeared \_\_\_\_\_,

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

1. He/She is the \_\_\_\_\_ and  
authorized representative of \_\_\_\_\_ hereafter called "Contractor."
2. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

\_\_\_\_\_  
Contractor Representative (Signature)

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

\_\_\_\_\_  
(Address)

Sworn to and subscribed before me, in \_\_\_\_\_, Louisiana,

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Identification No./Bar Roll No.

**ATTACHMENT**  
**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Sewerage and Water Board of New Orleans (“SWBNO”).

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of SWBNO, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**SECRETARY**

**ATTACHMENT  
BIDDER'S ORGANIZATION**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

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

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Corporation Name: \_\_\_\_\_

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

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**A CORPORATION**

**IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.**

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

**ACT 318 OF 1958**

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

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

**JURIDICTION & CHOICE OF LAWS**

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

**RIGHT TO AUDIT**

The Board has the right to audit by its personnel or its authorized representative at all reasonable times, all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence, and subcontract files (hard copies as well as computer readable data, if it can be made available).

Records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, inspect all records at a reasonable time for a minimum of five (5) years after completion of the project or formal acceptance by the Board of the contract. Contractors shall be required to retain such files of the project as

described herein for a minimum of five (5) years after completion of the project or formal acceptance of the contract by the Board.

### **INDEPENDENT VENDOR STATUS**

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

### **NON-DISCRIMINATION**

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

### **NON-DISCRIMINATION IN EMPLOYMENT**

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

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

## **NON-COLLUSION STATEMENT**

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

## **NON-SOLICITATION STATEMENT**

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

## **CONVICTED FELON STATEMENT**

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

## **INSURANCE**

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

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

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

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

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

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

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

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

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect it from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The

Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.
- d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, **without** any restrictive “negligent act, negligent error, or negligent omission” clause and sufficient to protect the Consultant, SWBNO, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant’s negligent performance of work described herein.

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

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

- B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - i. Additional Insured Status. **The Consultant will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with**



respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the Sewerage and Water Board of New Orleans Risk Manager and the City of New Orleans Risk Manager as Certificate holders and be delivered via U.S. Mail to 625 St. Joseph St., Room 119, New Orleans, LA 70165 and 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112, respectively.

ii. Primary Coverage. For any claims related to this contract, **the Consultant's insurance coverage shall be primary** insurance as respects SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SWBNO shall be non-contributing to the Consultant's coverage.

iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work.

If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this agreement

iv. Waiver of Subrogation. **The Consultant and its insurers agree to waive any right of subrogation** which any insurer may acquire against SWBNO by virtue of the payment of any loss under insurance required by this contract.

v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to SWBNO of no less than 60 days**.

vi. Acceptability of Insurers. Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII**, unless otherwise acceptable to SWBNO's Risk Manager.

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

- a. Proof of coverage for each policy of insurance required by this Agreement.
- b. Copy of the fully executed Agreement.
- c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
- d. Statements disclosing any policy aggregate limit.

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

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

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

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

#### **INDEMNIFICATION**

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

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

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

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

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

**EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

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