

GREATER NEW ORLEANS EXPRESSWAY COMMISSION



REQUEST FOR PROPOSALS:

Messaging Alert System

R.F.P. No. 2021-050-1

Proposal Due Date: April 12, 2021 at 12:00 PM, CST

**GREATER NEW ORLEANS EXPRESSWAY COMMISSION
3939 N Causeway Blvd #400, Metairie, LA 70002
(504) 835-3118
www.thecauseway.us**

TABLE OF CONTENTS

PART I ADMINISTRATION AND GENERAL INFORMATION

PART II SCOPE OF WORK/SERVICES

PART III EVALUATION

APPENDIX

**REQUEST FOR PROPOSALS
TO PROVIDE MESSAGING ALERT SYSTEM
TO THE GNOEC**

PART I ADMINISTRATION AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals for the purchase of a messaging alert system that will provide emails and text messages to the employees and commuters of the bridges with alerts related to various issues, including, but not limited to, accidents, incidents, weather, construction, and closures.

1.2 Goals and Objectives

The GNOEC desires to provide alert messages using a messaging alert system that comports with the RFP Scope contained in Section II.

1.3 Schedule of Events

	<u>Time (CST)</u>
1. RFP Published	March 10, 2021
2. Deadline to receive written inquiries	March 17, 2021
3. Deadline to answer written inquiries	March 24, 2021
4. Proposal Due Date	April 12, 2021 12:00 PM CST
5. Selection	TBA, May 2021 GNOEC Commission Meeting
6. Contract Execution	14 days after selection
7. System in Place	Pursuant to Contract terms; anticipated implementation date: June 2021.

NOTE: The GNOEC, at its sole discretion, reserves the right to deviate from this schedule.

1.4 Proposal Submittal

All proposals shall be received by the GNOEC no later than 12:00 p.m. (CST) on April 12, 2021.

Important - Clearly mark outside of envelop, box, or package with the following information and format:

- Proposal Name: Messaging Alert System
- R.F.P. No: 2021-050-1
- Proposal Opening Date: April 12, 2021, 12:00 PM CST

Proposals will be received at:

Greater New Orleans Express Commission
3939 North Causeway Blvd., Suite 400
Metairie, LA 70002

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. GNOEC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing a summary of the Proposer's ability to provide the system and services described in the RFP and confirms that the Proposer is willing to perform those services and enter into a contract with the GNOEC. The letter shall be signed by a person having authority to commit the Proposer to a contract. If the Proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.

- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength, and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Project Schedule: A detailed schedule of the plan for procuring, programming, and testing (if applicable) through delivery. Proposers must submit a schedule to include actions, timelines, responsible parties, etc.
- F. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposers wish to have considered in the contractual arrangement with the GNOEC. Financial Proposals are to be submitted in a separated sealed envelope and should include the estimated annual pricing with a detailed description of how the pricing is structured – whether by each individual user, by credits allotted to each message type, by volume of users, or by volume of messages. The estimated pricing should be based off an estimated 15,000 users and 13 million messages annually. The financial proposal shall also include whether there are overage fees should the GNOEC exceed the estimated users and/or messages.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with three (3) copies of the proposal and one (1) digital copy. The digital copy shall contain a single printable .pdf file which consists of the entire submitted package.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer(s) ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidentiality

All documents submitted to the GNOEC are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of

law, the Proposer shall clearly mark the documents as "Confidential" prior to delivering or making them available to the GNOEC.

- (1) If the GNOEC receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;
- (2) Provided, however, that if any action is commenced against the GNOEC under the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives harmless from any costs, damages, penalties or other consequences of the GNOEC's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the GNOEC to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The GNOEC assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential" or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
- (4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the GNOEC shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the GNOEC's right to use or disclose data obtained from any source, including the Proposer, without restrictions." Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL**."

The Proposer shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the GNOEC shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the GNOEC from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other agency, person or organization for the sole purpose of assisting the GNOEC in its evaluation of the proposal. The GNOEC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events in Section 1.3. Initial inquiries shall not be entertained thereafter.

The GNOEC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The GNOEC reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the GNOEC's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period may be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed as a result of any oral discussions with any GNOEC employee or GNOEC consultant. The GNOEC shall only consider written and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the GNOEC. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this solicitation must be in writing and may be delivered by mail, express courier, e-mail, or hand delivery to:

Greater New Orleans Expressway Commission
3939 North Causeway Blvd, Suite 400
Metairie, Louisiana 70002
504-835-3118
melissa@gnoec.org

1.8 Performance Bond – See the Bond and Insurance Requirements in the Appendix herein.

1.9 Changes, Addenda, Withdrawals

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the Proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.11 Non-negotiable Contract Terms

Non-negotiable contract terms include, but are not limited to: taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.13 Proposal Validity

All proposals shall be considered valid for acceptance until such a time an award is made, unless the Proposer provides for a different time and period within its proposal response. However, the GNOEC reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The GNOEC shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all changes resulting from the contract.

1.15 Written and Oral Discussions/Presentations

Written or oral discussions may be conducted with the Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for an award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may be formally recorded in the final contract.

1.16 Cancellation of RFP or Rejection of Proposals

GNOEC reserves the right, in its sole discretion, to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of GNOEC to do so.

1.17 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the GNOEC for the purpose of selecting the Proposer with whom the GNOEC shall contract.

A committee whose members have expertise in various areas will evaluate all proposals. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendations for award shall be made to the GNOEC for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the GNOEC, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the GNOEC.

1.18 Award

Award shall be made to the Proposer(s) whose proposal, conforming to the RFP, is the most advantageous to the GNOEC, considering price and other factors.

The award may be made on the basis of the initial offer or as noted in Part 1.16.

1.19 Notice of Intent to Award

After selection, the GNOEC will notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.20 Acceptance of Proposal Content

The mandatory RFP requirements shall be contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.21 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the GNOEC's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the GNOEC may negotiate with another responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The GNOEC must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.22 Insurance Requirements

Proposer shall have the coverage(s) required as stated in the Appendix, and shall furnish the GNOEC with certificates of insurance for affecting the required coverage(s).

1.23 Subcontractor Insurance

The Proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance for each subcontractor. All coverage for subcontractors shall be subject to all of the applicable requirements stated in the Appendix herein for the Proposer.

1.24 Indemnification

Notwithstanding the above, the successful Proposer shall protect, defend, including the payment of attorney's fees and costs, indemnify, save and hold harmless the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives from and against any and all claims, expense and liability, arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful Proposer, its agents, servants, and employees, and any and all costs, expense and/or attorney's fees incurred by the successful Proposer as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the GNOEC, its commissioners, employees, consultants, agents, engineers, and all other representatives. The successful Proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false, or fraudulent.

1.25 Payment for Services

Contractor shall invoice the GNOEC in accordance with the contracts terms.

1.26 Termination

1.27.1 The GNOEC may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the GNOEC shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the GNOEC may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the GNOEC to comply with the terms and conditions of this contract; provided that the Contractor shall give the GNOEC written notice specifying the GNOEC's failure.

1.27.2 The GNOEC may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the GNOEC. If the GNOEC fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced to prevent total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.28 Assignment

Assignment of any contract, or any payment under a contract, requires the advanced written approval of GNOEC in accordance with the contract terms.

1.29 No Guarantee of Quantities

The GNOEC does not guaranty that the items or amounts listed in this RFP will provide a complete system. The GNOEC, at its sole discretion, reserves the right to amend the items or amounts. Additionally, the Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

1.30 Audit of Records

The monitoring and auditing of the selected Proposer's records shall be allowed to the GNOEC and any of its employees and/or representatives.

1.31 EEOC and ADA Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

The Contractor shall keep informed of and comply with all federal, state, and local laws, ordinances, and regulations, which affect his employees or prospective employees.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Contractor shall maintain all records in relation to the RFP and contract for a period of at least three (3) years following the termination of the contract.

1.33 Record Ownership

All records, reports, documents, or other materials related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services described for herein shall become the property of GNOEC, and shall, upon request, be returned to GNOEC, at the Contractor's expense, upon termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposals (RFP) and addenda (if any); and 3) the Contractor's proposal.

1.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the GNOEC.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.36 Substitution of Personnel

The GNOEC intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the GNOEC for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every responsible attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.37 Force Majeure

The Contractor or the GNOEC shall be exempted from performance under the contract for any period that the Contractor or the GNOEC is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or the GNOEC has prudently and promptly acted to take any and all corrective steps that the Contractor or the GNOEC can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination of the contract.

1.38 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; the purchasing rules and regulations when applicable; the GNOEC's Articles of Incorporation and Bylaws; and the standard terms and conditions, including the specifications listed in this RFP.

1.39 Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with the GNOEC, agree that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to the contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II SCOPE OF WORK/SERVICES

2.1 Compliance with the Specifications and Technical Requirements

The Proposer shall certify and document that the proposal complies with all the specifications and technical requirements detailed herein.

2.2 General Messaging Capabilities

The system should have the capability to transmit both email and SMS text messages to the designated users.

2.3 Messaging Environment

The system shall have two separate environments, one for internal messaging (like a paging system) for employees, and one for external messaging to commuters.

2.4 Messaging Configuration and Templates

The system shall allow the GNOEC to draft free form messages.

The system shall also allow the GNOEC to build message templates for individual scenarios such that when the message template is used, the drafter only needs to select and input a few fields of information from pre-set options to complete or fill in the message template. For example, a template for an accident with lane closure message, where the GNOEC will only need to select the date, time, direction, and lane at issue into the template before sending the message.

2.5 Messaging Rules

The system shall allow the GNOEC to set rules with parameters for which users or user groups are sent which specific messages kept automatically up to date with the user preferences.

2.6 Text Messages exceeding maximum amount of characters

When a message exceeds the maximum allowable characters for SMS messaging, the GNOEC prefers that multiple text messages not be sent. In an effort to reduce the number of messages, the GNOEC prefers the first part of the message to be sent with a link for the user to access the remaining portion of the message that exceeds the maximum amount of characters.

2.7 User Data

The system should house all of the data of the users, both employees and commuters, including, but not limited to, their name, phone number, email address, address, and message preferences. Both the individual users and the GNOEC administration must be able to access and amend this data. The GNOEC is the ultimate owner of this data.

The system must be able to upload or import the data of the current GNOEC users from a CSV format list.

2.8 Messaging Preferences

The system should allow the commuters to sign up (opt in) to messaging, log into access, manage and update their account, and specifically, allow the users (commuters) to set their preferences as to what messages they receive. For example, the specific bridge, time of day, and subject or type of alerts they wish to receive.

The GNOEC must be able to post a link to the system on its website for users to sign up and access their accounts.

2.9 Message Sharing

The system shall have the capability and connectivity to simultaneously share each alert message issued to the GNOEC's website through API access, and social media sites, including Facebook and Twitter.

2.10 Price schedule

The proposer shall submit a financial proposal in a separate sealed envelope and include the estimated annual pricing with a detailed description of how the pricing is structured, whether by each individual user, by credits allotted to each message type, by volume of users, or by volume of messages. The estimated pricing should be based off an estimated 15,000 users and 13 million messages annually. The financial proposal shall also include whether there are overage fees should the GNOEC exceed the estimated users and/or messages.

2.11 Security and Compliance

The system shall be secure and comply with applicable federal and local laws regarding maintaining the confidentiality of the users data and personal information.

2.12 Reports and Notifications

The system must be capable of producing reports indicating the usage and charges both regularly and upon request by the GNOEC. The system also shall issue notifications to the GNOEC when the usage is near the maximum parameters based on the pricing scale selected. The system must be capable of allowing the GNOEC to generate custom message reports.

2.13 Period of Agreement

The anticipated term of the contract is five (5) years. The term of any contract shall be provided within the contract agreement by negotiation of the parties.

2.14 Proposal Elements

2.14.1 Financial

The financial proposal should be provided in a separate sealed envelope and include the estimated annual pricing with a detailed description of how the pricing is structured, whether by each individual user, by credits allotted to each message type, by volume of users, or by volume of messages. The estimated pricing should be based off an estimated 15,000 users and 13 million messages annually. The financial proposal shall also include whether there are overage fees should the GNOEC exceed the estimated users and/or messages.

2.14.2 Technical

Each Proposer should address how he will meet all of the requirements of this RFP, with particular attention to:

- Plans and/or schedule for procuring, programming, delivering, etc. (whichever is relevant to the RFP requirements).
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the GNOEC to consider.

2.14.3 Qualifications

The Proposer should provide his history and background, financial strength, and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

PART III EVALUATION

The proposal will be evaluated in light of the material and the substantiating evidence presented to the GNOEC, not on the basis of what may be inferred. The following criteria will be evaluated when reviewing the proposals:

3.1 Financial Proposal

The Proposer must submit an itemized list of all costs, expenses, and fees that are expected to be paid by the GNOEC in completion of the scope of services that are being offered by the Proposer. It is important to note which items are to be provided by the GNOEC and which are to be provided by the Proposer as described in the scope of work/services.

The financial proposal must be submitted in a separate sealed envelope and include the estimated annual pricing with a detailed description of how the pricing is structured, whether by each individual user, by credits allotted to each message type, by volume of users, or by volume of messages. The estimated pricing should be based off an estimated 15,000 users and 13 million messages annually. The financial proposal shall also include whether there are overage fees should the GNOEC exceed the estimated users and/or messages.

3.2 Proposal Criteria

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include, but are not limited to:

1. TECHNICAL APPROACH

- a. Scope of Services;
- b. Innovative Concepts; and
- c. Project Schedule.

2. FINANCIAL PROPOSAL

3. QUALIFICATIONS AND EXPERIENCE

- a. Specific experience – similar or larger scope of services currently being provided;
- b. Personnel – experience of management staff, experience in similar projects, etc.; and
- c. Financial profile of the Proposer.

APPENDIX

Table of Contents

- I. PUBLIC NOTICE
- II. BOND AND INSURANCE REQUIREMENTS
- III. AFFIDAVIT OF NO SOLICITATION

Publication
Jefferson, Louisiana

PUBLIC NOTICE

The Greater New Orleans Expressway Commission (GNOEC) is requesting competitive proposals for a messaging alert system to provide emails and text messages to the employees and commuters of the bridges with alerts related to various issues, including, but not limited to, accidents, incidents, weather, construction, and closures.

The proposal selected will meet the specifications and technical requirements established in the Request for Proposals (RFP), and be in the best interest of and the most advantageous to the GNOEC.

The Request for Proposals (RFP) may be examined without charge at the administrative offices of the GNOEC. Copies of the RFP may be obtained from the GNOEC at 3939 N. Causeway Blvd, Ste. 400, Metairie, Louisiana 70002, or electronically from the GNOEC's website (thecauseway.us). Any questions related to the RFP should be submitted in writing to Melissa Phillipott at melissa@gnoec.org.

All proposals shall be received by the GNOEC no later than 12:00 p.m. (CST) on April 12, 2021.

Proposals will be received at:

Greater New Orleans Expressway Commission
ATTN: Melissa Phillipott
3939 N Causeway Blvd #400
Metairie, LA 70002

BOND AND INSURANCE REQUIREMENTS

The following requirements are mandatory and non-compliance may result in rejection of a proposal or refusal to award a Contract at the sole discretion of GNOEC.

A. QUALIFICATIONS OF SURETIES AND INSURERS.

All required bonds and insurance policies shall be written with Sureties and Insurance Companies that are authorized to conduct business in the State of Louisiana; and shall be placed through and countersigned by an Insurance Agent duly licensed in the State of Louisiana. Such Insurance Companies and Sureties shall have an A.M. Best rating of not less than A-VI.

B. BONDS

<u>Type:</u>	<u>Amount:</u>
Performance Bond:	Total Contract Price

C. BASIC INSURANCE SPECIFICATIONS:

1. Minimum Types and Limits of Insurance Required:
 - a. Commercial General Liability covering bodily injury and property damage, personal and advertising injury, and products and completed operations with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - b. Automobile Liability covering "Any Auto" or "All Owned, Non-owned, or Hired Autos" with a minimum combined single limit of \$1,000,000.
 - c. Workers' Compensation with Statutory limits and meeting Louisiana statutory requirements; with Employer's Liability limits of \$1,000,000 per accident/disease/employee.

2. Deductible and/or Self Insured Retentions, Any and all deductibles and/or self-insured retentions in the required insurance policies shall be assumed by and be at the sole risk of the Contractor; and subject to approval by the GNOEC and its legal counsel.

3. "Claims Made" policies are not acceptable except with respect to Professional Liability and Cyber Liability.

4. Notice of Cancellation: Thirty (30) day prior written Notice of Cancellation, non-renewal or adverse material change must be provided to GNOEC, except ten (10) day notice for non-payment of premium.

5. Additional Insured: Commercial General Liability and Auto Liability policies shall name GNOEC, its Commissioners, employees, consultants, agents and engineers as Additional Insured, which said insurance shall be primary and non-contributory.

Coverage for “Completed Operations” must extend to all Additional Insureds. The Contractor acknowledges that the cost of this insurance shall be included in their proposed Contract Price.

6. Waiver of Subrogation: Workers’ Compensation and Employer’s Liability must provide a Waiver of Subrogation to cover both oral and written contracts in favor of GNOEC, its Commissioners, employees, consultants, agents and engineers.

7. Certificate of Insurance: The Contractor shall deliver to GNOEC within ten (10) days after award notification of the contract Certificates of Insurance (COI) evidencing insurance as required by this Contract. A Notice to Proceed will not be issued and/or no work under the contract may be performed until after the COI has been provided, reviewed, and accepted by GNOEC and its legal counsel. The Additional Insured and Waiver of Subrogation requirements shall be demonstrated on the COI, or evidenced by providing copies of Endorsements or other applicable forms or documentation.

AFFIDAVIT OF NO SOLICITATION

STATE OF LOUISIANA
PARISH OF _____

Before the Undersigned Notary Public, came and appeared:

(Name of Affiant)

who, after having been duly sworn by the Undersigned Notary Public, did depose and say that:

I.

I am the _____ (title or office) of _____ (name of the Proposer), and I am authorized by the Proposer to make this Affidavit on its behalf:

II.

The Proposer employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the Contract with the GNOEC for this RFP for Transponders other than persons regularly employed by the Proposer whose services in connection with this RFP or in securing the Contract were in the regular course of their duties for Proposer;

III.

No part of the Contract Price received by Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the RFP and/or Transponders were in the regular course of their duties for Proposer;

IV.

Under penalty of perjury, the foregoing is true and to the best of my, and the Proposer's knowledge, information and belief.

SWORN & SUBSCRIBED BEFORE ME
ON THE ____ DAY OF _____ 2021.

Affiant

NOTARY PUBLIC SIGNATURE

PRINTED NAME

BAR ROLL NO. OR LICENSE NO.

MY COMMISSION EXPIRES