

INVITATION TO BID
CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU
CITY HALL, 1300 PERDIDO ST., ROOM No. 4W07, NEW ORLEANS, LA 70112

THIS IS A FORMAL CITY BID SOLICITATION FOR MATERIALS, EQUIPMENT, SUPPLIES, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

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| BID TYPE: | <input type="checkbox"/> Materials, Equipment, Supplies <input checked="" type="checkbox"/> Non-professional Services | BID NO. 668 | ISSUE DATE: July 10, 2020 |
| SPONSORING CITY DEPT. OR AGENCY: Health Dept. | | | |

BID DESCRIPTION: Sign Language Services

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| BID CONFERENCE: | <input checked="" type="checkbox"/> None | <input type="checkbox"/> Optional | <input type="checkbox"/> Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list. |
| | <u>Date:</u> | <u>Time:</u> | <u>Place:</u> <input type="checkbox"/> Purchasing Conference Room, #4W05, 4 th Floor City Hall, 1300 Perdido St., New Orleans, LA 70112 followed by a site walk-through at or <input type="checkbox"/> |

Note: The City may prepare a conference report showing attendance, summarized Q&A, and matters discussed. The City will publish such report by issuing an Addendum to the Invitation to Bid. Said Addendum will be posted to the City's purchasing website at (nola.gov/purchasing).

BID INSTRUCTIONS:

Once a bid is submitted to the City, it becomes City property. A bidder should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. The treatment of all confidentiality designations will be governed by Louisiana Public Records Law, La. R.S. 44:1, *et seq.*

All bids remain valid for 90 calendar days after the Bid Deadline.

Specification references to certain brands, makes, or manufacturers state only the general style, type, character, and quality desired. Equivalent products are acceptable.

The City is not responsible for bid costs.

Procurements produce no exclusive right to City work or purchases.

Specifications under Attachment A may provide additional information for bidders.

Bidders should closely monitor the City's purchasing website for new or revised specifications, bid instructions, notices, etc. The City will change the invitation to bid ONLY by issuing formal addendum. In no case shall verbal communication override written communication.

Prospective bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 2-1120 (relative to the operations and authority of the City Inspector General).

The City adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, *et seq.* By submitting a bid, prospective bidders warrants that there are no "conflict of interest" related to this solicitation that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

The City's protest policy applies to this invitation to bid. The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/>.

Prospective bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinance will be deemed to be included in the contract, the same as though herein written in full.

DOCUMENTS: APPLIES? YES NO Bidding Documents may be obtained online through the City of New Orleans webpage www.nola.gov/purchasing, by selecting "Visit the Supplier Portal". Addenda will be transmitted to all bidders who login and acknowledge download of Bidding Documents online from the City Purchasing Portal, i.e. answer 'yes' when downloading Bidding Documents.

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|---------------------------|----------------------|----------------|--|
| A. SUBMISSION DUE: | Date: August 5, 2020 | Time: 11:00 AM | Location: Purchasing Bureau, City Hall, 1300 Perdido St., Room No. 4W07, New Orleans, LA 70112 |
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Note: The City will not accept bids delivered by fax, or by email address, or at any other location than the one above, or past the date and time of submission set forth above (the "Bid Deadline"). The purchasing date and time stamp clock will be the official and sole device for determining time of receipt for all mailed and hand delivered bids. Bids received after the Bid Deadline will be date

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| | <i>stamped and returned to the bidder unopened.</i> |
| B. BID OPENING: | The City will open the bids in public at <input checked="" type="checkbox"/> the Purchasing Bureau or <input type="checkbox"/> immediately following the Bid Deadline. |
| C. SUBMISSION OF BID PACKAGE: | The bidder can submit its bid package either via a sealed envelope or online (at nola.gov/purchasing). <i>Note: A bidder should submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.</i> |
| D. REQUIRED CONTENTS: | |
| 1. BID | The bidder can: Either <u>TYPED OR PRINTED BID</u> . Said bid must bear the original signature (IN BLUE INK) by the bidder, or an authorized representative, on the form provided under Attachment C ("Bid Form") with required attachments if any, and receipt of all addenda acknowledged. Or <u>SUBMIT BID ONLINE</u> at nola.gov/purchasing. The bidder must attach completed and signed digital copies of the Bid Form, the Bid Bond (if required), a signature authorization, and any other required bid submissions or attachments as required. |
| 2. SIGNATURE AUTHORIZATION | At the time of bidding, the bidder shall submit a corporate resolution or written evidence of the authority of the person signing the bid package. See Attachment G. |
| 3. BID BOND | REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO A bid bond or security in an amount not less than <input checked="" type="checkbox"/> \$100 or <input type="checkbox"/> five percent (5%) of total bid amount. <u>IF SUBMITTING A BID ONLINE</u> , electronic bid bond submission is enabled through two participating surety agencies or clearinghouses, <u>InSure Vision Technologies</u> and <u>Surety2000</u> . Bidder should contact its bonding agent for information about submitting an online Bid Bond. The City requires a Bid Bond Validation Number entered Online. <u>IF SUBMITTING A BID VIA SEALED ENVELOPE</u> , the City will accept a cashier's check, certified check or satisfactory bid bond payable to the City. <i>Note: The City will retain bid securities of the 3 lowest responsible bidders until the contract is executed or until final bid disposition.</i> <i>The City will return other bid securities after the bid canvass.</i> <i>The successful bidder, upon failure or refusal to execute a contract with the City and/or to deliver performance and/or payment bonds and any other required submittal upon written request by the City shall forfeit to the City, as liquidated damages for such failure or refusal, the bid bond or security deposited with the bid.</i> |
| E. POST-BID DEADLINE SUBMISSION: | The 2 apparent lowest bidders shall submit to the Purchasing Bureau the following document(s) within 3 business days of the Bid Deadline. <i>Note: In addition to the following items, the City may require the submission of other documents. The bidder shall review the Specifications.</i> |
| 1. DBE | REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Required by City Code Sec. 70-456 <i>et seq.</i> See Attachment D. |
| F. AWARD: | The City may require additional information from bidders, and it may conduct inquiries to determine the bidder's responsiveness, responsibility, and/or the accuracy of furnished information. Subject to merit-based cancellation and confirmed City funding, the City will award the solicitation to the lowest responsive and responsible bidder. The City reserves the right to reject any and all bids in whole or in part, to waive informalities, or to award as it may elect to the extend permitted by law. |

| G. CONTRACT: | |
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| 1. TYPE | <input type="checkbox"/> None: Obtain specified good(s) or service(s) by purchase order. <input type="checkbox"/> Fixed Price: Obtain the specified good(s) or service(s) at the bid price. <input checked="" type="checkbox"/> Requirements/Price Protection: Commit to supply the good(s) or service(s) as requested, at bid price, during term of the contract. |
| 2. TERM | <input type="checkbox"/> _____ year[s] with City option to renew. <input checked="" type="checkbox"/> As provided in Contract Terms and Conditions under Attachment B.. |
| 3. ADDITIONAL PROVISIONS | The contract will contain additional terms and conditions shown in Contract Terms and Conditions under Attachment B. |
| 4. FEES | The successful bidder is responsible for any recordation, notary, and copy fees. |
| 5. ADDITIONAL NEEDS: THE SUCCESSFUL BIDDER MUST SATISFY INDICATED NEEDS BEFORE IT RECEIVES A CONTRACT. | <u>PERFORMANCE BOND</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply a performance bond acceptable to the City upon written request by the City, issued in the sum of: <input type="checkbox"/> _____% of bid amount. <input checked="" type="checkbox"/> \$100 <input type="checkbox"/> specified amount. |
| | <u>PAYMENT BOND</u> : REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Supply a payment bond acceptable to the City upon written request by the City, issued in the sum of: _____% of bid amount. <input type="checkbox"/> \$_ _ <input type="checkbox"/> Specified amount. |
| | <u>INSURANCE</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply insurance certificates upon written request by the City showing coverage required in the Specifications. |
| | <u>TAX CLEARANCE</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO City Code Sec. 2-8. Supply a tax clearance form upon written request by the City. See Attachment F. |
| | <u>NON-COLLUSION AFFIDAVIT</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply said affidavit upon written request by the City. See Attachment E. |
| | <u>LICENSES/PERMITS</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply copy to the City of all applicable and required license(s) and/or permit(s) upon written request by the City. |
| | <u>CITY'S HIRING REQUIREMENTS</u> : REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO City Code Sec. 2.8. Supply said affidavit upon written request by the City. See Attachment H. |
| H. ATTACHMENTS | Attachment A "Specifications" Attachment B "Contract Terms and Conditions" Attachment C "Bid Form" Attachment D "Disadvantaged Business Enterprise Requirements" Attachment E "Non-Collusion Affidavit" Attachment F "Tax Clearance" Attachment G "Proof of Authority to Sign Bid" Attachment H "Affidavit of Compliance with City's Hiring Requirements" |

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| I. POINTS OF CONTACT FOR INQUIRIES: | <p>Bidders and their representatives are prohibited from contacting City employees or officials about this invitation to bid prior to the Bid Deadline.</p> <p><u>If the bidder violates the established prohibition on communications, the City may disqualify its bid package.</u></p> <p>For Purchasing and DBE related inquires, the bidder shall submit its question(s) in writing to the appropriate point of contact no later than 7 business days prior to the Bid Deadline.</p> |
| 1. PURCHASING | <p>For all inquiries (except DBE), please direct them to the following Designated Purchasing Official: Name: Alvin Anderson, Address: 1300 Perdido Street, Rm 4W07, New Orleans, LA 70112, Telephone (504) 658-1503. E-mail: alvin.anderson@nola.gov .</p> <p><i>Note: If the bidder contacts the Designated Purchasing Official via email, please include in the email the following subject line: "Bid No. 668– question(s)".</i></p> |
| 2. DBE | <p>Please direct inquiries via email to supplierdiversity@nola.gov , or via mail to the City of New Orleans, Office of Supplier Diversity, 1340 Poydras Street, Suite 1000, New Orleans La, 70112, or by telephone at: (504) 658-4200.</p> <p><i>Note: If the bidder contacts the Office of Supplier Diversity via email, please include in the email the following subject line: "Bid No. 668 – DBE - question(s)".</i></p> |

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "A"

BID SPECIFICATIONS

1. General Specifications

The City of New Orleans ("City") solicits bids to provide Emergency sign language services within Orleans Parish as required in the event of hurricanes, natural or man-made disasters, and other non-emergency office related activities (special events, training, workshops, exercises, etcetera) as directed by the New Orleans Health Department and New Orleans Office of Homeland Security and Emergency Preparedness. This bid is also for use during normal city operations.

- 1) The Contractor must receive an approved Purchase Order from the City's Department of Finance - Bureau of Purchasing prior to providing goods and/or services. Only Purchasing Agent or authorized deputies have authority to place orders chargeable to City funds. The Contractor may contact City's department personnel listed on the purchase order to verify the authorization of the employee placing the call.
- 2) Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services have been delivered, installed (if required), and/or accepted as specified and upon receipt by the City of properly submitted invoice.
- 3) Invoice. Claims against the City are payable only on invoices, reference City of New Orleans purchase order number, rendered to Bureau of Accounting, Room 3W02, City Hall, 1300 Perdido St., New Orleans, LA 70112.
- 4) Purchase Order Number. The Purchase Order Number issued by the City shall be shown on all documents, including, but not limited to, invoices and correspondence.
- 5) Taxes. The City is exempt from state and local taxes.
- 6) Free On Board ("FOB"). Bid prices shall include delivery be based on FOB Destination.
- 7) Freight Charges. All freight charges shall be prepaid and included by vendor unless otherwise specified by the City.

2. Insurance – Minimum Scope of Insurance

Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

Minimum Requirements:

Workers' Compensation & Employers Liability Insurance in compliance with the applicable Workers' Compensation Act(s) for the State of Louisiana. Statutory and Employers Liability Insurance, with limits of not less than \$500,000 per accident for bodily injury or disease.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

Automobile Liability Insurance with limits of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Professional (Errors & Omission) Liability Insurance appropriate to the Contractors profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

The policy shall be amended to include independent contractors and volunteers providing professional services on behalf of or at the direction of the Contractor. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed, to contain, the following provisions:

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, 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 insurance coverage can be provided in the form of an endorsement to the Contractors 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).

ISO Form Endorsement; Owners, Lessees or Contractors—Completed Operations (CG 20 37), or equivalent acceptable to the City, is to be used to provide additional coverage for injury or damage that occurs after the work is completed, within the "products-completed operations hazard." ISO Form Endorsement; Managers or Lessors of Premises (CG 20 11), or equivalent.

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.

Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, expire or altered except without prior notice to the City of no less than 60 days.

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 the City.

Notice: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request:

Copies of all policies of insurance, including all policies, forms, and endorsements:

Miscellaneous: Without notice from the City, the Contractor will:

Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;

Substitute insurance coverage acceptable to the City within 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.

3. Technical Specifications

- Must know fluent American Sign Language and be able to translate American Sign Language to spoken English and spoken English to American Sign Language.
- Must provide proof of ASL certification/education.
- Must be able to use appropriate vocabulary related to disability issues in both English and in American Sign Language.
- Responsible for providing sign language during press conferences, and other areas as needed, during City of New Orleans emergencies.
- Hourly rate, with minimum specified.
- Must provide own transportation, meals, and housing.

INVITATION TO BID
CITY OF NEW ORLEANS

ATTACHMENT “B”

CONTRACT TERMS AND CONDITIONS

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40. **TERMS BINDING.**
41. **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.**

1) **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.** The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

2) **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a) The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b) Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and
- c) The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

3) **ASSIGNABILITY.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

4) **AMENDMENT.** The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5) **AUDIT AND INSPECTION:**

- a) The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.
- b) The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6) **CHOICE OF LAWS.** This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7) **COMPLIANCE WITH THE CITY'S HIRING REQUIREMENTS - BAN THE BOX**

- a) The contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-88(d) and 2-13(a)-(f). Prior to executing this Contract, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
- b) Failure to maintain compliance with the City's hiring requirements throughout the term of the Contract, or to provide sufficient written reasons for deviation, is a material breach of this Contract. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor 30 days to come into compliance. If, after providing notice and 30 days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Contract, or take any such legal action permitted by law or this Contract.

- c) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Contract will remain in full force and effect.
- d) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

2) **CONFLICT OF INTEREST.** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

3) **CONSTRUCTION OF AGREEMENT.** Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

4) **CONVICTED FELON STATEMENT.** The Contractor complies with City Code § 2-8(c) and 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.

5) **DECLARED DISASTER.**

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the materials/equipment/supplies/services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of materials/equipment/supplies/services. Said materials/equipment/supplies/services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

B. Task Order. Notification and Personnel. Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for materials/equipment/supplies/services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

6) **DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM.**

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;

2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. Cooperation. The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Contract is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for 3 years after completion or closeout of this Contract. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Contract shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Contract will also apply to the substitution of DBE subcontractors during the performance of the Contract; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Contract.

7) **DURATION.** The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than 12 months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

8) **EMPLOYEE VERIFICATION.** The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Contract to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Contract or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Contract for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

9) **ENTIRE AGREEMENT.** This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

10) **NON-DISCRIMINATION**

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Contract, the Contractor 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 City working with the Contractor in any of Contractor'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 Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. The City may terminate this Contract for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Contract.

11) **EXCLUSIVE JURISDICTION AND VENUE.** For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

12) **EXTENSION.** This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for 4 additional one-year terms.

13) **INCORPORATION INTO SUBCONTRACTS.** The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

14) **INDEMNIFICATION.**

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

15) **INDEPENDENT CONTRACTOR STATUS.** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

16) **LIMITATIONS OF THE CITY'S OBLIGATIONS.** The City has no obligations not explicitly set forth in this Contract or any incorporated documents or expressly imposed by law.

17) **LIVING WAGES.** To the fullest extent permitted by law, 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 Contract, said failure may result in termination of the Contract or the pursuit of other remedies by the City.

18) **NO THIRD PARTY BENEFICIARIES.** The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

19) **NON-EXCLUSIVITY.** This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

20) **NON-SOLICITATION.** 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.

21) **NON-WAIVER.** The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or

constitute a waiver of the City's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

22) **OWNERSHIP INTEREST DISCLOSURE.** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

23) **PERFORMANCE MEASURES.**

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Contract; staff availability; staff training; staff professionalism; staff experience; customer service; staff turnover; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Contractor fails to perform according to the Contract, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Contract and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

24) **PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.** No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

25) **PROHIBITION ON POLITICAL ACTIVITY.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

26) **REMEDIES CUMULATIVE.** No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

27) **SEVERABILITY.** If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

28) **SUBCONTRACTOR REPORTING.** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

29) **SURVIVAL.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

30) **SUSPENSION.** The City may suspend this Contract at any time and for any reason by giving 2 business day's written notice to the Contractor. The Contractor will resume work upon 5 business day's written notice from the City.

31) **TERMINATION FOR CAUSE.** The City may terminate this Contract immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Contract, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

32) **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least 30 days before the date of termination.

33) **TERMINATION FOR NON-APPROPRIATION.** This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

34) **TERMS BINDING.** The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

35) **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.** It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

[END OF ATTACHMENT "B"]

ATTACHMENT C
BID FORM

Bid No. 668 Sign Language Services

COMPLETE IN INK
Bidder Information:

Business Name: _____ **Business Tax ID No:** _____

Business Address: _____

Business Phone: _____ **Business Fax No:** _____

Business E-mail: _____

By: _____

Signature

Printed Name

Printed Title

Date

TOTAL HOURLY RATE \$ _____/HR

| By initialing below, | One (1) | Two (2) | Three (3) |
|---|---------|---------|-----------|
| Bidder acknowledges receipt of addenda issued | _____ | _____ | _____ |

Bid is valid for NINETY DAYS after the bid deadline.

Attach evidence of the signing person's authority to enter the bid according to La. R. S. 38:2212.A.(1)(c).

Attach written evidence of the authority of the person signing the bid. See Attachment G entitled "Guidelines on Proof of Authority to Sign Bid"

IMPORTANT NOTE: When completing your bid, do not alter City bid form or attach form(s) which may contain terms and conditions that conflict with those listed in the City's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these channels will be considered a counteroffer to the City's bid.

TOTAL HOURLY RATE _____/HR

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT “D”

DISAVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

I - DBE PROGRAM COMPLIANCE

The requirements of the City of New Orleans (“City”) Disadvantaged Business Enterprise (“DBE”) Program apply to this Contract. It is the policy of the City to practice nondiscrimination based on social and economic disadvantage, race, color, gender, disability and national origin in the award and performance of contracts.

In consideration of this policy and pursuant to Division 2 of Article IV of Chapter 70 of the Code of the City, the City enacted the DBE Program for all City contracts.

Contractor agree to use its best efforts to fully and completely carry out the applicable requirements of the City’s DBE Program in the award and administration of this Contract, including without limitation, all reporting requirements and established DBE participation percentage. The Contractor’s failure to carry out these requirements, as determined in good faith by the City’s Office of Supplier Diversity (“OSD”), shall be deemed a material breach of this Contract. This material breach may result in the termination of this Contract and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City’s Policy Memorandum for the DBE Program

II - DBE CONTRACT GOAL

The requested DBE Contract Goal is listed in the contract section of the invitation to bid.

NOTE: All non-public works contracts have a default goal of 35% DBE participation.

Participation shall be counted toward meeting the contract goal based on the following:

1. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract DBE participation goal.
2. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Bidder/Proposer can count 100 % of the DBE’s participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Bidder/Proposer may count 100 % of DBE Manufacturer Supplier’s participation and 60 % of DBE Non-Manufacturer supplier’s participation toward its contract goal.
5. When the Bidder/Proposer is in a joint venture with one or more DBE business entities, the OSD, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.
6. Bidder/Proposer may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

“DBE Commercially Useful Function means” a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including, but not limited to, the following shall be considered:

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;
- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.

- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

III - DBE DIRECTORY

Contractors may only utilize certified SLDBE and/or Louisiana Unified Certification Program (LAUCP) DBE firms from the following lists to meet the City's DBE Program goals.

- a. Contractors agree to utilize the City's SLDBE directory of certified firms as a first source when searching for certified DBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah's New Orleans. The SLDBE directory is available at www.nola.gov.
- b. The Louisiana Unified Certification Program ("LA UCP") directory is available at www.dotd.louisiana.gov.

Information on locating these directories may also be requested from the OSD at supplierdiversity@nola.gov.

IV - GOOD FAITH EFFORT POLICY

In accordance with Sec.70-461 of the City Code, the City shall reject any bid and shall not award, enter into or amend any contract that is not supported by documentation establishing that the Bidder/Proposer has met the applicable contract DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE participation goal or other requirements which, by their scope, intensity and usefulness demonstrate the Bidder's or Proposer's responsiveness to fulfilling the City's DBE Program goals prior to the award of a contract, as well as the Contractor's responsibility to put forth measures to meet or exceed the contract DBE participation goal throughout the duration of the contract.

The OSD shall be responsible for determining whether a Bidder/Proposer has made their best efforts to achieve the DBE Program contracting objectives. In making this determination, the DBE Compliance Officer shall consider the following factors:

- A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:**
 - i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
 - ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.
- B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:**
 - i. Bidder/Proposer contacted the OSD to request submission of subcontracting opportunities on the DBE Opportunities page.
 - ii. Bidder/Proposer included a copy of each announcement or notification.
- C. INITIAL SOLICITATION & FOLLOW-UP:**
 - i. Bidder/Proposer listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
 - ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.
- D. NEGOTIATE IN GOOD FAITH:**
 - i. Bidder/Proposer provided an explanation for any rejected DBE bid or price quotation.
 - ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected DBE firm.

If a Bidder/Proposer fails to submit documented Good Faith Efforts as outlined, the bid shall be considered non-responsive.

The OSD may take into account the performance of other Bidders/Proposers in meeting the contract DBE participation goal and may, if deemed advisable, request further information, explanation or justification from any

Bidder/Proposer. For example, Bidder's past performance on similar contracts with similar scopes and/or a Proposer's prior history utilizing DBEs will also be taken in consideration when determining Good Faith Efforts.

Good Faith Efforts shall be monitored throughout the life of the contract and evaluated on a case-by-case basis in making a determination whether a Bidder or Proposer is in compliance with the Good Faith Effort policy.

To obtain a copy of the Good Faith Effort Policy contact OSD at supplierdiversity@nola.gov.

V - REQUIRED DBE FORMS for BIDs/RFPs/RFPs

A. BIDs:

In accordance with Louisiana Public Bid Law, the two apparent lowest bidders on an invitation to bid shall complete and submit all required post bid documents within three (3) business days of the bid opening. If the required post bid documents are not received within three (3) business days of the bid opening it shall be determined that bidder was non-responsive.

The following DBE documents must be received within three (3) business days of the bid opening:

1. DBE Compliance Form-1: This form is used to establish your DBE commitment on a City of New Orleans bid, RFP or solicitation response. The Bidder shall provide a list of all proposed DBE subcontractor(s).

If the Bidder has attained the amount of DBE participation to meet the contract goal, only submit DBE Compliance Form-1.

2. DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.
3. After receipt and review of the required post-bid documents, the OSD will determine if the Bidder has provided valid DBE Compliance Forms and (if applicable) evidence of demonstrated Good Faith Efforts.

Thereafter, the Bidder/Contractor shall be bound by the established percentage, as approved by the OSD.

B. Request for Proposals ("RFP") / Request for Qualifications ("RFQs"):

To ensure the full participation of DBE's in all phases of the City's procurement activities, all Proposers at time of proposal submission shall complete and submit a DBE Participation Plan.

1. **DBE Participation Plan:** A completed DBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract DBE participation goal if awarded the project.
 - a. If a DBE Participation Plan is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.
2. Within ten (10) days of the City's issuance of the Notice to Award letter, the selected Proposer shall complete and submit a DBE Compliance Form-1: This form is used to establish your DBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed DBE subcontractor(s).
 - a. If the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the contract DBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

The OSD shall review the contents of all required DBE Compliance Forms and may, if deemed advisable, request further information, explanation or justification from any Bidder/Respondent. Thereafter, the Contractor shall be bound by the established percentage, as approved by the OSD.

VI - CONTRACTOR COOPERATION

The Contractor shall:

6. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE subcontractors/suppliers (“DBE Entities”).
7. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - c. The Contractor shall provide the DBE Compliance Officer (“DBECO”) with copies of said contracts within thirty (30) days from the date the Contract is fully executed between the City and the Contractor.
 - d. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
8. Establish and maintain the following records for review upon request by the OSD:
 - e. Copies of written contracts with DBE Entities and purchase orders;
 - f. Documentation of payments and other transactions with DBE Entities;
 - g. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - h. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of the Contract. Such records are necessary to determine compliance with their DBE obligations.

9. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - e. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
 - f. Reports are required even when no activity has occurred in a monthly period.
 - g. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - h. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
10. Conform to the established percentage as approved by the OSD.
 - d. The total dollar amount of the Contract shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - e. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - f. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

VII - POST-AWARD MODIFICATION

The OSD may grant a post-award modification request if:

- c. for a reason beyond the Contractor’s control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document “Good Faith Efforts” to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing “Good Faith Efforts” in maximizing

the participation of DBE Entities prior to awarding the Contract will also apply to the substitution of DBE subcontractors during the performance of the Contract; or

- d. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Contract.

VIII - MONITORING DBE PARTICIPATION

To ensure compliance with DBE requirements during the term of the Contract, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

6. Job site visits;
7. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
8. Routine audits of contract payments to all subcontractors;
9. Reviewing of records and reports; and/or
10. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

IX - FAILURE TO COMPLY

If the DBECO determines in good faith that the Contractor failed to carry out the requirements of the DBE Program, such failure shall be deemed a material breach of this Contract. This material breach may result in the termination of the Contract and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program.

All DBE Compliance forms are maintained by the OSD and are subject to change.

Please contact the OSD at supplierdiversity@nola.gov to request a copy of all DBE referenced documents.

[END OF ATTACHMENT C]

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT “D”Continue

**DBE Compliance Form-1
DBE Compliance Form-2 Documentation of Good Faith Efforts**

(Attached)

[END OF ATTACHMENT D]



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-1
DBE RESPONSIVENESS

Contact Office of Supplier Diversity for questions on completing this form.
Via email: supplierdiversity@nola.gov
OR
1340 Poydras Street, 18th Floor
New Orleans, LA 70112

Instructions: Prior to award of a city contract, please complete and submit DBE Compliance Form-1. List all DBE and Non-DBE firms that will be utilized, and list scopes of work/services or goods they will perform or provide. Please ensure that all authorized signatories of each DBE firm listed signs this form. If you have not attained the amount of DBE participation to meet the contract goal, you are required to complete and submit DBE Compliance Form-2 along with all required supporting GFE documentation. Please reference the GFE Policy for further guidance. The GFE Policy is available via www.nola.gov or by request at supplierdiversity@nola.gov.

BIDDERS: *This completed form along with all required supporting documentation must be furnished to the Bureau of Purchasing by the two (2) apparent lowest bidders within three (3) days of the bid opening. Should the bidder fail to comply with this request, the bid shall be considered non-responsive.*

- The bidder is requested to provide a list of "All Non-DBE Subcontractors and Suppliers" (See page 3)*

RESPONDENTS: *This completed form must be furnished to the Bureau of Purchasing within ten (10) days upon notice of award.*

RFP/RFQ/Bid/Solicitation/Other #: _____ Bid/Proposal Amount \$ _____ Date: ____/____/____

Description: _____

Name of Bidder/Proposer: _____ has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFP/RFQ or solicitation by the City of New Orleans in the following manner:

(Please check the appropriate space)

- The bidder/proposer is committed to the contract goal of _____ % DBE utilization on this contract.**
- The bidder/proposer, is unable to meet the DBE contract goal, however is committed to a minimum of _____ % DBE utilization on this contract and will submit documentation demonstrating good faith efforts. (Please complete and submit DBE Compliance Form-2 along with all required supporting documentation)**

DBE COMMITTEMENT TO CONTRACT GOAL: (Attach additional pages if necessary)

| NAME of DBE FIRM | PHONE | SOURCE OF CERTIFICATION (SLDBE or LAUCP) | Scope of Work to be performed by the DBE | VALUE of PROPOSED CONTRACT with DBE | % OF TOTAL CONTRACT | OFFICE VERIFICATION ONLY |
|------------------|-------|--|--|-------------------------------------|---------------------|--------------------------|
| 1. | | | | \$ | % | |
| 2. | | | | \$ | % | |
| 3. | | | | \$ | % | |
| 4. | | | | \$ | % | |
| 5. | | | | \$ | % | |



**OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS**

**DBE Compliance Form-1
DBE RESPONSIVENESS**

**Contact Office of Supplier Diversity for
questions on completing this form.**
Via email: supplierdiversity@nola.gov
OR
1340 Poydras Street, 18th Floor
New Orleans, LA 70112

| | | | | | | | |
|---------------|--|--|--|----|--|---|--|
| 6. | | | | \$ | | % | |
| TOTALS | | | | \$ | | % | |

RFP/RFQ/Bid/Solicitation/Other #: _____ Bid/Proposal Amount \$ _____

Date: ____/____/____

Description: _____

Name of Bidder/Proposer: _____ has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFQ/RFQ or solicitation by the City of New Orleans in the following manner:

(Please check the appropriate space)

- The bidder/proposer is committed to the contract goal of _____ % DBE utilization on this contract.**
- The bidder/proposer, is unable to meet the DBE contract goal, however is committed to a minimum of _____ % DBE utilization on this contract and will submit documentation demonstrating good faith efforts. *(Please complete and submit DBE Compliance Form-2 along with all required supporting documentation)***

DBE AFFIRMATION: (Attach additional pages if necessary)

The listed DBE firm(s) below affirm(s) that it will perform the Scope of Work for the estimated dollar value as stated in the DBE Commitment to Contract Goal section on page 1 of the DBE Compliance Form-1.

| NAME of DBE FIRM | PRINT NAME of DBE FIRM'S AUTHORIZED SIGNATORY | SIGNATURE of DBE FIRM'S AUTHORIZED SIGNATORY | DATE |
|------------------|---|--|------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

(Bidder/Proposer)



**OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS**
DBE Compliance Form-1
DBE RESPONSIVENESS

**Contact Office of Supplier Diversity for
questions on completing this form.**
Via email: supplierdiversity@nola.gov
OR
1340 Poydras Street, 18th Floor
New Orleans, LA 70112

RFP/RFQ/Bid/Solicitation/Other #: _____ Bid/Proposal Amount \$ _____

Date: ____/____/____

Description: _____

Name of Bidder/Proposer: _____ has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFP/RFQ or solicitation by the City of New Orleans in the following manner:

NON-DBE SUBCONTRACTORS AND SUPPLIERS: (Attach additional pages if necessary)

| NAME of FIRM | PHONE | Scope of Work to be performed by the Subcontractor | VALUE of PROPOSED CONTRACT | % OF TOTAL CONTRACT |
|--------------|-------|--|----------------------------|---------------------|
| 1. | | | \$ | % |
| 2. | | | \$ | % |
| 3. | | | \$ | % |
| 4. | | | \$ | % |
| 5. | | | \$ | % |
| 6. | | | \$ | % |

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT NAME: _____ SIGNATURE: _____ TITLE: _____ DATE: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2
DOCUMENTATION OF GOOD FAITH EFFORTS

Contact Office of Supplier Diversity for questions on completing this form.

Via email: supplierdiversity@nola.gov

OR

1340 Poydras Street, 18th Floor
New Orleans, LA 70112

Prior to award of a city contract, Good Faith Efforts (GFE) are required to be made and demonstrated on all applicable City of New Orleans contracts. If you have not attained the amount of DBE participation to meet the contract goal you are required to complete and submit DBE Compliance Form-2 along with all required supporting GFE documentation. Please reference the GFE Policy for further guidance. The GFE Policy is available via www.nola.gov or by request at supplierdiversity@nola.gov.

BIDDERS: *This completed form along with all required supporting documentation must be furnished to the Bureau of Purchasing by the two (2) apparent lowest bidders within three (3) days of the bid opening. Should the bidder fail to comply with this request, the bid shall be considered non-responsive.*

RESPONDENTS: *This completed form must be furnished to the Bureau of Purchasing with your proposal.*

RFP/RFQ/Bid/Solicitation/Other #: _____ Bid/Proposal Amount \$ _____ Date: ____/____/____

Description: _____

Name of Bidder/Respondent: _____ has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFP/RFQ or solicitation by the City of New Orleans in the following manner: *(Please check the appropriate space)*

- The Bidder/Respondent is unable to meet the DBE contract goal and has completed and submitted DBE Compliance Form-2 along with all required supporting GFE documentation.**
- The Bidder/Respondent is unable to meet the DBE contract goal, however is committed to a minimum of _____% DBE utilization on this contract and has completed and submitted DBE Compliance Form-2 along with all required supporting GFE documentation.**

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT NAME: _____ SIGNATURE: _____, TITLE: _____

Instructions: Please complete sections A through D and include all specific supporting documentation as outlined below. All sections of this form must be completed or your response will be deemed non-responsive. If you feel that any section of this form is not applicable, do not respond/write not applicable or NA. You must provide a written statement as to why section is not applicable to your response. Attach additional pages if necessary.

- SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:** Complete section A.
- NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:** Please attach a copy of the announcement and written notices distributed to DBE(s). Example: Newspaper, email, mail correspondence, and community outreach notices, etc.
- INITIAL SOLICITATION & FOLLOW-UP OF INITIAL SOLICITATION:** Bidders/Respondents may only solicit from the State and Local Disadvantaged Business Enterprise (SLDBE) or Louisiana Unified Certification Program (LAUCP) directories located on the City's website.



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2
DOCUMENTATION OF GOOD FAITH EFFORTS

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OR

1340 Poydras Street, 18th Floor
 New Orleans, LA 70112

- A. **SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:** You must list all selected scopes or portions of work to be performed by DBE(s) in order to increase the likelihood of meeting the contract goal for this project and the estimated value of each scope or portions of work identified. Use additional pages if warranted.

| Scope or Portions of Work Identified for DBE Participation | Estimated Value | % of Contract Value |
|--|-----------------|---------------------|
| 1. | \$ | |
| 2. | \$ | |
| 3. | \$ | |
| 4. | \$ | |
| 5. | \$ | |
| 6. | \$ | |
| 7. | \$ | |
| 8. | \$ | |
| 9. | \$ | |
| 10. | \$ | |
| 11. | \$ | |
| 12. | \$ | |
| TOTAL | \$ | |

- B. **NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:** Please complete all fields below, list all sources of advertisement and outreach to DBE subs.

- I. Did you attend all pre-bid and/or outreach meetings scheduled by the City to inform DBEs of subcontracting opportunities?

| YES | NO | Date of Meeting |
|-----|----|-----------------|
| | | |

- II. Did you contact the City of New Orleans Office of Supplier Diversity to request submission of your subcontracting opportunities on the DBE Opportunities page?

| YES | NO | Date of Submission |
|-----|----|--------------------|
| | | |



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2
DOCUMENTATION OF GOOD FAITH EFFORTS

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OR

1340 Poydras Street, 18th Floor
 New Orleans, LA 70112

III. **ADVERTISING SUBCONTRACTING OPPORTUNITIES:** You must identify publications in which announcements or notifications were placed and published. Include a copy of each announcement or notification.

| Source of Advertising/Outreach | What subcontracting areas of work were advertised? | Date of Ad | Due Date & Time for Sub Bids | | OSD VERIFICATION |
|--------------------------------|--|------------|------------------------------|------|------------------|
| | | | Date | Time | |
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

C. **INITIAL SOLICITATION & FOLLOW-UP:** You must complete all fields below, list all certified DBE firms that received telephone or e-mail notification of work items to be subcontracted. If no response was received to the initial solicitation, you must indicate when firms received subsequent telephone or email solicitations (list delivery date, or read receipt date, and certified firm's response). You must include copies of the physical and/or electronic notice(s) sent to certified firms. Use additional pages as warranted.

| DBE FIRM & CONTACT | PHONE | Scope of Work Solicited | Date of Written Notification | Result of Initial Communication | Date of Follow-up and Method of Contact (Phone, Fax, Email) | Result of Follow-up Communication |
|------------------------------------|-----------------------|-------------------------|------------------------------|---------------------------------|---|-----------------------------------|
| <i>Ex. ABC Company /Jane Smith</i> | <i>(504) 123-4567</i> | <i>Legal services</i> | <i>01/01/14</i> | <i>Will submit a quote</i> | <i>01/10/14</i> <i>email</i> | <i>Quote received</i> |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2
DOCUMENTATION OF GOOD FAITH EFFORTS

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 New Orleans, LA 70112

| DBE FIRM & CONTACT | PHONE | Scope of Work Solicited | Date of Written Notification | Result of Initial Communication | Date of Follow-up and Method of Contact (Phone, Fax, Email) | Result of Follow-up Communication |
|------------------------------------|-----------------------|-------------------------|------------------------------|---------------------------------|---|-----------------------------------|
| <i>Ex. ABC Company /Jane Smith</i> | <i>(504) 123-4567</i> | <i>Legal services</i> | <i>01/01/14</i> | <i>Will submit a quote</i> | <i>01/10/14</i> <i>email</i> | <i>Quote received</i> |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |
| 16. | | | | | | |
| 17. | | | | | | |
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| 20. | | | | | | |
| 21. | | | | | | |
| 22. | | | | | | |
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| 24. | | | | | | |
| 25. | | | | | | |
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| 29. | | | | | | |
| 30. | | | | | | |
| 31. | | | | | | |
| 32. | | | | | | |
| 33. | | | | | | |
| 34. | | | | | | |
| 35. | | | | | | |
| 36. | | | | | | |
| 37. | | | | | | |
| 38. | | | | | | |
| 39. | | | | | | |
| 40. | | | | | | |



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS
DBE Compliance Form-2
DOCUMENTATION OF GOOD FAITH EFFORTS

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Via email: supplierdiversity@nola.gov

OR

1340 Poydras Street, 18th Floor
New Orleans, LA 70112

IV. **OTHER:** Please provide narrative details of any other efforts your firm conducted to attain the DBE goal. Use additional pages as warranted.

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "E"

NON-COLLUSION AFFIDAVIT

STATE OF _____ PARISH OF _____

_____, being first duly sworn, deposes and says that:

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

_____,
the Bidder that has submitted the attached Bid:

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

(3) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any advantage against the City of New Orleans of any person interested in the proposed contract; and

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

Signature of (Owner) (Partner) (Office) (Representative) or (Agent)

Subscribed and sworn to, this _____ day of _____, 20 _____

[END OF ATTACHMENT E]

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "F"**

**CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

According to Section 2-8 of the Code of the City of New Orleans, the City cannot enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on next page

BUSINESS NAME:

OWNER'S NAME:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

REAL ESTATE TAX NUMBER:

PERSONAL PROPERTY TAX NUMBER:

SALES TAX/OCCUPATIONAL LICENSE
NUMBER:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____. The above clearance may be revoked for failure to pay sales tax.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____.

**COLLECTOR OF REVENUE – PRINT NAME
DATE**

TREASURY CHIEF – PRINT NAME

DATE

I attest that the taxpayer named above **is not** delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE – PRINT NAME

DATE

**CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

INSTRUCTIONS

This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.

It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

1. Complete this form by providing all of the information requested. Failure to fill in ALL information requested will delay processing.
2. Sign and date the authorization form and submit to the Department with whom you are contracting. If the form is not signed and dated, the form will not be processed.
3. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans.

Real Estate/Personal Property Tax

- Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- A business can visit the City of New Orleans' website, www.nola.gov at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W38, New Orleans, La. 70112.

Sales Tax/Occupational License

- Businesses located within Orleans Parish are required to obtain an annual Occupational License. A City of New Orleans Sales Tax number will also be issued at the same time.
- If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Certificate of Registration and a City of New Orleans Sales Tax number.
- If a business is not registered, a New Business Application must be completed.
- Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application.
- Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees. Please be prepared to provide 501(c) documentation and/or Louisiana Secretary of State Status.
- All applications can be found on the City of New Orleans' website, www.nola.gov, at the One Stop Shop webpage.
- Any questions may be forwarded to the One Stop Shop at (504)658-7100.

[END OF ATTACHMENT F]

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT “G”**

**PROOF OF SIGNING AUTHORITY
ATTACHMENT “G”**

**PROOF OF AUTHORITY TO SIGN BID
MATERIALS/SUPPLIES/EQUIPMENT AND NON-PROFESSIONAL SERVICES**

A. In General

At the time of the Bid Deadline (as defined in the invitation to bid), the bidder shall submit a written proof of the authority of the person signing the bid package. The name mentioned in said proof must match the name of the person signing the bid package. If a bidder fails to provide said document and/or the name on the bid package does not match the proof, the City of New Orleans (the “City”) may then consider the bid non-responsive.

B. In Particular

To assist bidders with this requirement of submitting a proof of authority, the City prepared samples which the City would deem sufficient and acceptable, provided the document is completed correctly.

Those samples are intended to be guidelines. A bidder is allowed to use a similar but different document.

C. Samples

1. If the bidder is a corporation, the bidder may submit a certified corporation resolution similar to the attached sample. This document is entitled “Sample 1 - Certified Corporate Resolution.” It contains 14 items to complete and must be notarized.

2. If the bidder is NOT a corporation but another legal entity (such as a partnership, a limited liability company, a limited liability partnership, or another legal entity), the bidder may submit a certified resolution similar to the attached sample. This document is entitled “Sample 2 - Certified Resolution.” It contains 11 items to complete and must be notarized.

3. If the bidder is a sole proprietor, the bidder may submit a certified certificate similar to the attached sample. This document is entitled “Sample 3 – Certified Certificate of Authority.” It contains 8 items to complete and must be notarized.

SAMPLE 1 - CERTIFIED CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of _____
_____ (1. name of corporation), a corporation organized and existing under the laws of the State of ____
_____ (2. state), in a meeting duly assembled that _____
_____ (3. full name of authorized official), _____
_____ (4. title of authorized official) of said corporation, is hereby authorized and empowered to execute on
behalf of the said corporation the proposal and/or the contract (including amendment(s)) which this corporation
might enter into in connection with Bid No. _____ (5. number
showing on the invitation to bid).

I, _____ (6. full name of official certifying this resolution), the
_____ (7. title of official certifying this
resolution) of _____ (8. name of corporation - same
as item no. 1), do hereby certify this to be a true copy of the resolution duly adopted at a _____
_____ (9. type of meeting: regular, special, else) meeting of the Board of Directors of said
corporation held on the _____ (10. day) of _____ (11. month), 201_____
(12. year), and that it has not been rescinded, amended or altered in any way, and that it remains in full force and in
effect.

(13. signature)

(14. title of official certifying this resolution- same as item no. 7)

State of _____

Parish/County of _____

Personally appeared before me this ____st/th day of _____, 201____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the above is a true copy from the
records of the corporation.

Notary Public
My commission expires on: _____

SAMPLE 2 - CERTIFIED RESOLUTION

On this _____ (1. day) of _____ (2. month), 201_____(3. year), I, _____

_____ (4. full name of official signing this certificate),
the _____ (5. title of official signing this
certificate) of _____ (6. name of corporation) (the
"Entity") hereby certify that _____ (7. full name of
authorized official), _____ (8. title of authorized official) of said
Entity, is hereby authorized and empowered to execute on behalf of the said entity the proposal and/or the
contract (including amendment(s)) which this Entity might enter into in connection with Bid No. _____
_____ (9. number showing on the invitation to bid).

(10. signature)

(11. title of official signing this certificate– same as item no. 5)

State of _____

Parish/County of _____

Personally appeared before me this _____st/th day of _____, 201____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the above is a true copy from the

records of the corporation.

Notary Public

My commission expires on: _____

SAMPLE 3 - SOLE PROPRIETOR AUTHORITY

On this _____ (1. day) of _____ (2. month), 201_____(3. year), I, _____
_____ (4. full name), do hereby certify that I am doing
business under the name of _____
(5. name of business) which said business is neither a corporation, nor a limited liability company, nor a
partnership, and I am the sole owner and proprietor of said business.

I will sign and deliver the proposal and/or the contract (including amendment(s)) which I might enter into in
connection with Bid No. _____ (6. number showing on
the invitation to bid).

(7. signature)

State of _____

Parish/County of _____

Personally appeared before me this ____st/th day of _____, 201____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the above is a true copy from the
records of the corporation.

Notary Public

My commission expires on: _____

[END OF ATTACHMENT G]

**INVITATION TO BID
CITY OF NEW ORLEANS
ATTACHMENT "H"**

AFFIDAVIT OF COMPLIANCE WITH CITY'S HIRING REQUIREMENTS

STATE OF _____

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, after being duly sworn, deposed and said that:

1. He/She is the _____ (*title*) and authorized representative of _____ (*entity*), the "Bidder."
2. The Bidder submits the attached proposal in response to City of New Orleans Invitation to Bid # _____.
3. The Bidder hereby confirms that _____ (*entity*) is
 - compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.
 - unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

_____.

Bidder Representative (Signature)

(Print or type name)(Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____, 20____.

Notary Public (Signature)

Notary Public (print)
Notary ID#/Bar Roll # _____

[END OF ATTACHMENT H]

[END OF INVITATION TO BID]