

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.

BID TYPE:	<input checked="" type="checkbox"/> Materials, Equipment, Supplies <input type="checkbox"/> Non-professional Services	BID NO. 4221	ISSUE DATE: 12-10-2024
		SPONSORING CITY DEPT. OR AGENCY: New Orleans Fire Department	

BID DESCRIPTION: Overhead Door Maintenance and Repair

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 checked="" 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 Supplier Portal at (<https://www.purchasing.nola.gov/>).

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 at <https://www.purchasing.nola.gov/> or through the City of New Orleans webpage www.nola.gov, by selecting "City Purchasing 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.

A. SUBMISSION DUE:	Date: 1 - 17 - 2025	Time: 10:00 AM CST	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

	<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:	<p>The bidder can submit its bid package either via a sealed envelope or online https://www.nola.gov/purchasing/.</p> <p>Note: Bidders are hereby advised that due to the nature of the internet, The City cannot guarantee that access to the BRASS System will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us. The City is not responsible for any delays caused by the bidder's chosen means of online bid delivery. Bidder is also responsible for ensuring that its courier service provider makes inside deliveries to our physical office location. The City will not credit delivery claims lacking a written proof of delivery. The bidder should submit bids according to means that produce a written proof of delivery. It is solely the bidder's responsibility to ensure the timely delivery of its bid. Failure to meet the bid opening date and time, irrespective of the mode of delivery, shall result in the rejection of the bid.</p>
D. REQUIRED CONTENTS:	
1. BID	<p>The bidder can:</p> <p>Either</p> <p><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.</p> <p>Or</p> <p><u>SUBMIT BID ONLINE</u> at http://purchasing.nola.gov. 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.</p>
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	<p>REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO A bid bond or security in an amount not less than <input type="checkbox"/> \$_____ or <input checked="" type="checkbox"/> five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services. Bidders shall provide bid security in the form of a bid bond, cashier's check or certified check (as per R.S. 38:2218) in the amount of (see above) of the bid price (Base Bid and any Alternates).</p> <p><u>IF SUBMITTING A BID ONLINE,</u> A bid bond submission is required by uploading the required paper bid bond online. The City requires a Bid Bond entered Online.</p> <p><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.</p> <p><i>Note: The City will retain bid securities of the three (3) lowest responsible bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeited for failure to execute a contract with the City.</i></p>
E. POST-BID DEADLINE SUBMISSION:	<p>The 2 apparent lowest bidders shall submit to the Purchasing Bureau the following document(s) within 3 business days of the Bid Deadline.</p> <p><i>Note: In addition to the following items, the City may require the submission of other documents. The bidder shall review the Specifications.</i></p>
1. DBE	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Required by City Code Sec. 70-456 <i>et seq.</i> See Attachment D.
F. AWARD:	<p>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.</p> <p>Subject to merit-based cancellation and confirmed City funding, the City will award the solicitation to the lowest responsive and responsible bidder.</p> <p>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 extent permitted by law.</p>

G. CONTRACT:	
1. TYPE	<input type="checkbox"/> None: Obtain specified good(s) or service(s) by purchase order. <input checked="" type="checkbox"/> Fixed Price: Obtain the specified good(s) or service(s) at the bid price. <input 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 ON OR 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"/> 5% of bid amount. <input type="checkbox"/> \$20,000.00 <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: <input type="checkbox"/> % 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"

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: Ryan Edwards, Address: 1300 Perdido Street, Rm 4W07, New Orleans, LA 70112, Telephone (504) 658-1503. E-mail:ryan.edwards@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. 79– 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.79 – DBE - question(s)".</i></p>

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT “A”

BID SPECIFICATIONS

1. General Specifications

A. The City of New Orleans (“City”) solicits bids to obtain a requirements contract for Overhead door installation and repairs.

B. Contractors must receive an approved purchase order from the City of New Orleans Department of Finance Purchasing Bureau prior to beginning all work or acceptance and processing of all orders. Only Purchasing Agent or authorized deputies have authority to place orders chargeable to city funds. Contractor may contact Department personnel listed on the purchase order to verify the authorization of the employee placing the call.

C. Claims against the City of New Orleans 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.

2. Insurance – Minimum Scope of Insurance

Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

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. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Insurance Requirements:

Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this coverage or be registered as a “Self- Insured” entity with the State.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, 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.

Business Automobile Insurance (Where applicable) with a combined single limit 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.

Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

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 failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any claims, liability and/or losses 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).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the

Contractor. 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 or e-mail to (User Department Mailing Address), with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked “Y” for 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 not be canceled, expire, or altered except without prior notice to the City of no less than 30 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: Upon request 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:

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

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.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances, based on any change in the Scope of Work and/or Contractor obligations.

3. Technical Specifications

MAINTENANCE AND REPAIR

A. Repairs are needed to doors, motors, tracks, springs and hardware of existing overhead doors.

B Contractor is responsible for all necessary electrical work to complete the door repair or installation. Electricians must be licensed and insured to the same coverages as the contractor.

C. If complete replacement is required, it is to be with updated doors to meet hurricane winds of 130 MPH with new tracks, springs, new motor operators and all new hardware.

D. All maintenance, repairs, and replacements shall be to industry standard.

E. Labor and parts on new-door installations must be warranted for a minimum of one year.

B. TIMELINESS

The selected Contractor will need to repair the current doors as needed and respond within 24 hours. If Contractor is unable to respond within 24 hours to repair and replace doors, then the City reserves the right to obtain services elsewhere

C. CONTRACT

Contract is to include, but shall not be limited to, maintaining, repairing, and replacing, with associated electrical work, New Orleans Fire Department overhead doors.

D. SUPPORT

Representation: Bidder must provide the name of the local sales representative that will be assigned the City contract. The bidder must also give contact information for dedicated customer service. Version: September 5, 2017 Rev BRW

E. DOCUMENTATION

I) The successful vendor is to maintain records of all service and repair orders issued against this contract during the contract period indicating by line item for three years, to include: item description, service or repair performed, quantity and location of service or repair.

II) Invoices are to be submitted by the Vendor to the using agency, and the invoice shall recite an invoice number, the work date, purchase order number, number of hours and hourly rate, parts required and their prices, and location of work.

F. WARRANTY

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and workmanship for a period of not less than 90 days from date of delivery or acceptance by the City. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above-stated warranty period, the awarded vendor shall repair or replace same at no cost to the City and immediately upon written notice from the City's authorized representative. The vendor shall be responsible for either repairing the equipment on site or transporting the equipment to vendor's repair facility at no cost to the City.

G. PERMITS

Vendor shall obtain at no additional charge to the City, with the assistance of the City, all permits and licenses necessary for installing, delivering, and setting up supplies and equipment.

H. PRICING

1. Pricing to determine lowest bidder will be based upon 1) the service-call rate (base charge for every service call), 2) the hourly rate, and 3) the after-hours rate.

2. The percentage discount from the manufacturer's list price on parts must be submitted, but does not determine the low bidder.

- 3.** The contractor shall provide all labor and other resources necessary to provide the supplies, equipment, repairs (including all necessary electrical work to complete the door repair or installation), and services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Proposal Form, including overhead, profit, and any other costs.
- 4.** Price(s) quoted must be for new and unused merchandise unless otherwise specified.
- 5.** The hourly rate will be the rate charged between 8:00 a.m. and 5:00 p.m. on non-holiday weekdays. Contractor shall provide an after-hours rate that shall be the same for service calls on weekends, holidays, before 8:00 a.m. on weekdays, and after 5:00 p.m. on weekdays

INVITATION TO BID
CITY OF NEW ORLEANS

ATTACHMENT “B”

CONTRACT TERMS AND CONDITIONS

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45. **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 CITY'S HIRING REQUIREMENTS - BAN THE BOX.**

- a. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(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.

8. 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.

9. 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.

10. 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.

11. COST RECOVERY. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. PIGGYBACK/COOPERATIVE PROCUREMENT. To the extent permitted by law, the City through the Bureau of Purchasing may permit piggybacks to this contract from other city, county/parish, local authority, agency, or public agency if the Contractor will extend the same prices, terms, and conditions to the City. This provision shall not apply to any contract where otherwise prohibited or mandated by state law

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **INVOICING.** The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Contract) to the City electronically, via its supplier portal, for goods or services provided under this Contract no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

25. **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.

26. **LIVING WAGES (applicable to non-professional services solicitation).** 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.

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$15.00. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.\

32. PAYMENT. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Contract have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

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

45. 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"]

A. TERMINATION FOR CAUSE:

The City and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective 30 days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

B. TERMINATION FOR CONVENIENCE:

The City shall have the right to terminate this Contract without cause by giving the Contractor written notice of its intent to terminate at least 30 days prior to the date of termination. In the event that the City elects to terminate for convenience, the City shall be obligated to pay the Contractor only for those Services performed up to and through the date of termination.

C. RECORDS RETENTION AND ACCESS:

The Contractor shall grant the City, the State of Louisiana, the Federal Emergency Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract for the purpose of making audit, examination, excerpts.

The Contractor shall retain all required records for 5 years or until such time as the State of Louisiana or the City make final payments and all other pending matters related to the Contract are closed.

D. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:

As applicable, the Contractor shall comply with each of the following, all of which are incorporated herein by reference.

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60);
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871)
- Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)
- Any and all applicable requirements as required by Federal Uniform Administrative Requirements (Appendix II to 2 CFR Part 200).

E. DEBARMENT, SUSPENSION, AND INELIGIBILITY:

The Contractor represents and warrants that it and its sub-contractors are not debarred, suspended, or placed in ineligibility status in the System for Award Management ("SAM") in accordance with the applicable OMB guidelines relating to government debarment and suspension regulations.

F. REMEDIES AND SANCTIONS AGAINST CONTRACTOR'S DEFAULT:

The City retains all rights and recourse under Louisiana law to enforce this Contract or recover damages in connection with any Contractor breach or violation hereof.

[END OF ATTACHMENT "B"]

**INVITATION TO BID
CITY OF NEW ORLEANS**

**ATTACHMENT "C"
BID FORM**

COMPLETE IN INK
Bidder Information:

BID NUMBER: _____

Business Name: _____

**Business Tax ID
No:** _____

**Business
Address:** _____

**Business
Phone:** _____

**Business Fax
No:** _____

Business E-mail: _____

By: _____
Signature

Printed Name

Printed Title

Date

TOTAL : \$ _____

BIDDERS MUST ACKNOWLEDGE ALL ADDENDA. THE BIDDER ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA (write an "X" in the space corresponding to the addendum you acknowledge receiving)	1	2	3	4	5	6	7

Bid is valid for 90 calendar days after the bid deadline.

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.

**INVITATION TO BID
CITY OF NEW ORLEANS**

**ATTACHMENT "C"
BID FORM CONTINUED**

.(Description	Rates	Weighted Rate
A. Service Call Rate	\$ _____	_____
B. Hourly Rate (8:00am - 5:00pm)	\$ _____	X.9= _____
C. Weekend/Hourly Rate (After Hours)	\$ _____	X.1= _____
Total Bid Price = A+ Weighted Rate B + Weighted Rate C:		\$ _____

“Extended Price” means “Quantity” times “Unit Price”.

“TOTAL” means the sum of extended prices.

ATTENTION: the total number must be reported on the first page of Attachment "C" & both forms must be turned in with bid submission.

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "D"

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 “D”**

**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]

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

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

**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 E]

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

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 F]

[END OF INVITATION TO BID]