

CITY OF NEW ORLEANS



REQUEST FOR PROPOSALS

FOR

Assisted Outpatient Treatment Services

RFP NO. 4746

RELEASE DATE: August 6, 2026

SUBMISSION DEADLINE: September 3, 2026

KEY REMINDERS TO PROSPECTIVE RESPONDENTS

- 1. READ THE SOLICITATION IN ITS ENTIRETY.**
- 2. CONTACT THE DESIGNATED PURCHASING OFFICIAL ONLY.**
- 3. CHECK THE SUPPLIER PORTAL PERIODICALLY.**
- 4. TAKE ADVANTAGE OF THE QUESTION-AND-ANSWER PERIOD.**
- 5. PROVIDE COMPLETE ANSWERS AND DESCRIPTIONS.**
- 6. REVIEW THE RFP AND YOUR RESPONSE BEFORE SUBMITTING.**
- 7. SUBMIT YOUR PROPOSAL ON TIME.**

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SECTION 1 – DEFINITIONS

BRASS- means Budget, Requisition, and Accounting Services System.

City- refers to the City of New Orleans.

Close Event- means the date and time at which BRASS prohibits Respondents from submitting a response to the solicitation.

DBE- means Disadvantage Business Enterprise.

Event- means the solicitation (RFQ, RFP, ITB, ITQ) that the Bureau of Purchasing created to release it on the Supplier Portal of BRASS.

OSD- means the City's Office of Supplier Diversity.

Open Event- means the date and time at which the Event is released to the public in the Supplier Portal of BRASS.

Purchasing Conference Room- applies to the room adjacent to the Bureau of Purchasing Suite 4W07, located on the 4th floor of City Hall at 1300 Perdido Street, New Orleans, Louisiana 70112.

Respondent, Respondents or a respondent- refers to a person or entity who responds to the RFP.

RFP- means Request For Proposals.

SBE- means Small Business Enterprise as defined by the U.S. Small Business Administration.

SLDBE- means State and Local Disadvantage Business Enterprise.

SECTION 2 – OVERVIEW

2.1 Introduction

The New Orleans Department of Health and Human Services' mission (NOHHS) is to promote, protect, and improve the health of all in our community through equitable policies, programs, and partnerships. NOHHS contributes to various mental health needs throughout the city of New Orleans in an effort to improve access to quality services.

2.2 Background

Assisted Outpatient Treatment (AOT) is a civil court procedure that ensures individuals living with severe mental illness receive quality, intensive outpatient treatment. Individuals served by AOT often cycle through hospital systems because of unmet mental health needs and a vast majority of them experience a housing crisis. State legislation was created through Louisiana's Assisted Outpatient Treatment law (Louisiana Revised Statute 28:66-76) to provide court-ordered psychiatric treatment for those who need it most.

2.3 Purpose

The New Orleans Department of Health and Human Services is seeking proposals from non-profit, advocacy, and community-based organizations to support the coordination of New Orleans' Assisted Outpatient Program (AOT)

2.4 Statement of Needs

You must refer to Attachment A.

2.5 Performance Evaluation

The City will memorialize performance evaluation criteria in the executed contract.

SECTION 3 – ANTICIPATED TIMETABLE

3.1 Dates

Release/Open Event (Cone of Silence Begins)	<i>August 6, 2026</i>
Pre-Submittal Conference	<i>August 17, 2026</i>
Deadline for Submitting Questions	<i>August 18, 2026</i>
Submission Deadline/Close Event	<i>September 3, 2026, at 9:00 A.M. CST</i>
Evaluation by Selection Committee	<i>On or about September 16, 2026</i>
Notification	<i>Within 1 to 2 business days from the date of the evaluation</i>

3.2 Meetings

The pre-submittal conference meeting and the selection committee meeting are public meetings. The Bureau of Purchasing encourages Respondents to attend said meetings. The pre-submittal conference will be held via teleconference call. The Designated Purchasing Official will post the dial in information via the Event in BRASS under "Meetings."

3.3 City Calendar

The Bureau of Purchasing posts the dates and times of the public meetings connected to the RFP on the calendar of the City.

The Bureau of Purchasing encourages Respondents to subscribe to the calendar.

The City calendar can be found at: [Services - Doing Business with the City - Bids, RFPs & RFQs - View bid opportunities - City of New Orleans](#)

3.4 Selection Committee Meeting

The Bureau of Purchasing makes every effort to maintain the above date of the selection committee meeting.

However, from time to time, the Bureau of Purchasing may need to reschedule the said meeting for reasons which include, but not limited to, request(s) from committee member(s) to have additional time for review, an unexpected calendar conflict of one or more committee member, an unforeseen emergency, etc.

3.5 Questions

You must submit substantive questions to the Designated Purchasing Official via the “Q & A Forum” in the Event no later than the deadline set forth in Section 3.1. Make sure that you check the box “Allow Supplier Q&A” when you create the event.

The Bureau of Purchasing does not guarantee that your question(s) submitted via email to the Designated Purchasing Official will be answered.

The Designated Purchasing Official will issue a response to questions by written addendum to the RFP.

Your question(s) submitted after the deadline may not be reviewed for inclusion in an addendum to the RFP.

The Designated Purchasing Official will not respond to substantive questions submitted verbally either by telephone or in person or both outside of the scheduled meetings.

The Respondent is responsible for ensuring their questions are submitted properly in BRASS.

3.6 Cone of Silence

From the release of the RFP until the award, there is a prohibition on communication by respondents (or anyone on their behalf) with the City’s staff, the mayor and staff, council members and staff, members of the selection committee members and elected officials.

The Bureau of Purchasing calls this prohibition the “Cone of Silence.”

This does not apply to oral communications at pre-submittal conferences, oral presentations before selection committees, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning this RFP.

In those instances, in which a Prospective Respondent is also an incumbent contractor, the City’s staff and the incumbent contractor may contact each other with respect to the existing contract only.

Under no circumstances may the City’s staff and the incumbent contractor and/or its representative(s) discuss the RFP.

BREAKING THE CONE OF SILENCE, IF PROVEN, MAY RESULT IN A DISQUALIFICATION OF YOUR RESPONSE.

SECTION 4 – RESPONSIVENESS AND SELECTION COMMITTEE

4.1 Responsiveness

Following the submission deadline, the Designated Purchasing Official will IAW LRS 38:2212:

- Opens the timely submitted proposals, and then
- Reviews and determines if the respondent completed and submitted the required forms.

You are invited to read Section 7.7 for failure to comply with the deadline or the required documents.

If there are responsive respondents, the Designated Purchasing Official will provide a copy of the proposals to the selection committee.

4.2 Selection Committee – Composition

The Chief Procurement Officer must establish selection committees with relevant subject-matter expertise in reviewing and evaluating responses to the RFP.

As per the applicable executive order, the selection committee will consist of the following individuals:

- The Chief Administrative Officer, or designee,
- The Chief Financial Officer, or designee,
- The manager of the User Entity requesting the service, or designee,
- The employee who will manage and monitor the contract, and
- A professional from within local government who possesses expertise in the relevant field.

4.3 Selection Committee – Grading

The members on the selection committee shall either complete the numerical grading or use the wholly qualitative evaluation criteria.

4.4 Selection Committee – Non-Voting Member

The Selection Committee, through a majority vote, may add one non-voting member to the committee who has expertise in the relevant field.

SECTION 5 – EVALUATION

5.1 In General

The selection committee will evaluate responses based on the technical criteria established under this section.

You may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of your response, as judged by the selection committee in accordance with the technical criteria.

During the review of any submission at any time (including in the event of a shortlist), the selection committee may:

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

5.2 Technical Criteria for the RFP

The Selection Committee will use the following criteria to evaluate the proposals submitted by Respondents:

1. Intent to Apply: 0 – 10 Points

Describe your agency's interest in applying for this contract Reference this section in "Attachment A"

2. Agency Experience and Qualification: 0 – 30 Points

Describe your agency's experience with coordinating service. Reference this section in "Attachment A"

3. Program Implementation and Design: 0 – 40 Points

Describe your agency's plan for implementing this contract

Reference this section in "Attachment A"

4. Budget Narrative/Price Proposal: 0 – 20 Points

Budget Narrative Budget Proposal Reference this section in "Attachment A"

5.3 Budget Narrative/Price Proposal

The selection committee will then evaluate and rank responsive proposals on price.

You may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its price proposal, as judged by the selection committee in accordance with:

Budget Narrative/Pricing Proposal

The selection committee will evaluate and rank responsive proposals on price. Respondents may receive maximum points, a portion of the score, or no points at all, depending on the merit of its price proposal, as judged by the selection committee in accordance with:

- Budget Narrative Budget Proposal Reference this section in "Attachment A"

SECTION 6 – NOTIFICATION AND CONTRACT

6.1 Notification

Once the selection committee recommends a proposal, the Bureau of Purchasing notifies the selected firm with an intent to award letter. The unsuccessful firm(s) will be notified as well.

The Designated Purchasing Official will also award the Event in BRASS which only represents an administrative function.

The Intent to Award letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

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

6.2 Composite Scoring Sheet

In addition to the notification, the Designated Purchasing Official will post an electronic copy of the sheet on the website of the Bureau of Purchasing under “RFP/RFQ Composite Scoring Sheets.”

The Bureau of Purchasing keeps a sheet available for public view for 30 days from the date of the selection committee meeting.

You can find the composite scoring sheets on the following webpage:

- <https://nola.gov/view-rfp-rfq-composite-scoring-sheets/>

After 30 days, any interested party must submit a request for public records to the City’s Attorney Office to obtain a copy of the tabulation.

You can submit your request at <https://www.nola.gov/city-attorney/public-records-requests/>.

6.3 Negotiation and Execution of Contract

After the issuance of the intent to award letter, the City may negotiate the final contract with the selected respondent.

Irrespective of the occurrence of contractual negotiations or not, the selected respondent must provide the representative of the department responsible for administering the future contract with required documentation (examples: tax clearance form, proof of signing authority, proof of good standing with the State of Louisiana, etc.).

The City Attorney’s Office is responsible for presenting the successful respondent with a proposed written contract to execute.

Once executed by the City, the department responsible for the administration of the contract can authorize the beginning of the services.

The City will publish a copy of the fully executed contract on the City’s Supplier Portal.

6.4 Contract Administration

The executed contract with the selected firm identifies the department responsible for administering it.

Said department will be notably responsible for monitoring the performance of the contractor.

6.5 Contract Amendment and/or Time Extension

6.5.1 Performance Evaluation

Prior to amending and/or extending the contract for time with the contracted firm, said firm must perform in accordance with the scope of work set forth in the contract.

Failure to comply can constitute cause for termination of the contract.

SECTION 7– SUBMISSION

7.1 In General

You may respond to this RFP:

- By responding to the Event in BRASS (preferred method).
- Or by submitting a physical copy to the Bureau of Purchasing in person or by courier.

7.1.1 Submission In Person or by Courier

If you choose to submit a physical copy of your response, your envelope must:

- a. Be addressed to the Designated Purchasing Official (see Section 7.2 for the contact information)
- b. Be marked with “[name of respondent] – RFP [number of present RFP]”
- c. Contain:
 - i. One printed signed hardcopy of the technical proposal in a separate sealed envelope marked “[name of respondent] – RFP [number of present RFP] – Technical Proposal”, and
 - ii. One printed signed hardcopy of the price proposal in a separate sealed envelope marked “[name of respondent] – RFP [number of present RFP] – Price Proposal”
- d. Submissions will NOT be accepted unless properly sealed prior to issuing to Designated Purchasing Official.

7.1.2 Submission In BRASS

This is the preferred method to submit your response.

If you choose to submit your proposal in response to the Event via BRASS, you must submit in PDF format the following 2 separate documents:

- Technical Proposal
 - Entitle the PDF as follows: “[name of respondent] - RFP [number of present RFP] – Technical Proposal”, and
- Price Proposal
 - Entitle the PDF as follows: “[name respondent] – RFP [insert number of present RFP] – Price Proposal”.

See Section 7.3 for their respective contents.

NOTE: If you encounter a problem submitting your response in person, by courier or in the BRASS system, you must notify the Designated Purchasing Official immediately and coordinate with said official for an alternative method of submission (by email).

You must obtain written approval from the said official prior to submitting your response via an alternative method.

The City will not accept qualifications submitted by fax.

7.2 Designated Purchasing Official

You must direct response, correspondence, and other communications regarding the RFP to the following Designated Purchasing Official:

- Title (Mr., Mrs., Ms.), First and Last Name: Ms. Malaysia Sinegal
- Email address: Malaysia.sinegal@nola.gov
- Office Telephone Number: (504) 658- 1526
- For in-person or mailing: Attn: Malaysia Sinegal
City of New Orleans
Bureau of Purchasing
1300 Perdido Street, Suite 4W07,
New Orleans, Louisiana 70112.

7.3 Contents

The City requires that the submission be organized in the manner specified below to achieve a uniform review process and obtain the maximum degree of comparability.

The table below will serve as the purpose of a checklist to ensure that you attach the necessary documents. You do not need to incorporate this checklist with your submission.

Tabs	Contents	Attach? Y or N
DOCUMENT NO. 1 - TECHNICAL PROPOSAL		
Cover Letter	Show the RFP number and subject, the name of your firm, address, email address, telephone number(s), name of contact person and date.	Yes ☐ No ☐
Table of Contents	Include a clear identification of the material by tab and by page number.	Yes ☐ No ☐
Consultant's Profile and Submittal Letter	Submittal Letter signed by and authorized agent of the respondent. A proposal statement setting forth in detail how the proposal meets the proposal requirements and evaluation factors. Organizational structure and locations of business with ownership interests.	Yes ☐ No ☐
Intent to Apply	Describe your agency's interest in applying for this contract. Reference this section in "Attachment A"	Yes ☐ No ☐
Agency Experience and Qualification	Describe your agency's experience with coordinating service. Reference this section in "Attachment A"	Yes ☐ No ☐
Program Implementation and Design	Describe your agency's plan for implementing this contract. Reference this section in "Attachment A"	Yes ☐ No ☐
Responsibility	Attach your response to the questionnaire provided under Attachment D to the RFP.	Yes ☐ No ☐
References	Provide at least 2 entity references (preferably governmental entity) for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact's name, entity, address, telephone number, e-mail address, and dollar amount and term of the contract. At least 2 letters of reference from previous clients are also required.	Yes ☐ No ☐
Insurance	Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.	Yes ☐ No ☐
Exceptions	Include any/all exceptions taken to the content of solicitation itself or any contract or legal	Yes ☐ No ☐

	agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by City for appropriateness and is only valid if accepted in writing by City.	
Litigation	Provide all judgments entered against the respondent by any Federal, State, or Local Courts within the past 10 years; any criminal conviction ever issued against the respondent or its owners or principals, and all civil, criminal, and administrative proceedings pending against the Prospective Consultant at this time.	Yes ☐ No ☐
Forms	Attach any other forms listed under Section 10.2.	Yes ☐ No ☐
DOCUMENT NO. 2 – PRICE PROPOSAL		
Budget Narrative/Price/Cost Sheet/Rate	Provide the information as requested under Attachment A.	Yes ☐ No ☐

7.4 Receipt

THE DESIGNATED PURCHASING OFFICIAL MUST RECEIVE YOUR RESPONSE BEFORE THE DEADLINE INDICATED UNDER SECTION 3.1.

The City will NOT accept submissions received/delivered after the deadline.

The City will NOT credit delivery claims not clearly documented by original receipt.

The City will NOT accept submissions that are not properly sealed.

7.5 Time Stamp in Person, by Courier or BRASS

If you intend to submit a response in BRASS, the time stamp of receipt is generated by BRASS.

Note that BRASS prohibits any submission on and after the date and time the RFP closes.

If you intend to submit a physical response, the date and time of receipt by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time of the delivery claimed by the courier does NOT constitute proof of receipt without documented proof of delivery.

IMPORTANT:

- The Bureau of Purchasing encourages Respondents submitting a response via BRASS to submit the response 1 or 2 business days before the deadline set forth in the RFP.
- The Bureau of Purchasing encourages Respondents submitting a physical copy via a courier to request proof of delivery from said courier.

- It is the responsibility of the respondent to ensure the submission was properly uploaded and received in BRASS (**Not in DRAFT Status**).

7.6 Alternative Method of Submission

An alternative method of submission can be approved by email to the Designated Purchasing Official.

If the Designated Purchasing Official approves an alternative method of submission, Respondent remains responsible for ensuring that the proposal is received prior to the submission deadline.

Note that the date and time the email is received by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time the email was sent by Respondent does NOT constitute proof of receipt.

Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

7.7 Failing to Comply

The Designated Purchasing Official will notify Respondent in writing that the proposal is non-responsive IAW LRS 38:2212 if:

- Respondent failed to submit it timely, or
- Respondent failed to complete and submit a form or document provided and required by the City.

The Designated Purchasing Official will not distribute a non-responsive proposal to the selection committee.

Respondent will have two (2) business days from the date of notification by the Designated Purchasing Official to appeal the decision of non-responsiveness.

Non-responsive respondents must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

7.8 Disclaimer

Respondents are hereby advised that due to the nature of the internet, the City cannot guarantee that access to BRASS 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 internet or any other means of submission chosen by Respondent or both.

SECTION 8– GENERAL INFORMATION

8.1 Legal Authority

City Charter Section 6-308(5)(b) and Executive Order LC 20-01 authorize the City to issue a request for proposals to interested and qualified firms.

8.2 Ownership

Your response and/or documentation submitted therewith are city property for all purposes.

8.3 Effect

The RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever.

The City is not responsible for submissions and/or presentation costs.

The City may cancel or modify this solicitation at any time at will, with or without notice.

All proposals remain valid for 90 calendar days after the submission deadline.

Anything to the contrary notwithstanding, the contract executed by the City and a qualified firm, if any, is the exclusive statement of rights and obligations extending from the RFP and the request for proposal connected with the contract.

8.4 Addendum

The Designated Purchasing Official posts addendum on the supplier portal of BRASS under the RFP. A copy of the addendum is saved in the “Attachment” tab of the event for the RFP.

Respondents shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addendums issued.

Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

8.5 Agree to Contract Terms and Conditions

By responding to this RFP, you agree to the City’s required Contract Terms and Conditions set forth in this solicitation and therefore waives any future right to contest the required provisions.

8.6 Protest

The City’s protest policy applies to this solicitation.

The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/> .

8.7 Debriefing

Respondents who were not qualified can request a post-award debriefing.

The debriefing shall not include point-by-point comparisons of the debriefed respondent’s submission with the awarded or selected respondent(s).

The unsuccessful respondent must submit a request in writing to the Designated Purchasing Official within 15 calendar days from the date of the notification issued by the Bureau of Purchasing.

The Bureau of Purchasing will ensure that the debriefing is conducted within a reasonable time.

8.8 Code of Ethics

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 qualification submission, prospective respondents warrant that there is 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.

8.9 BRASS

The City launched BRASS in July 2019. BRASS replaces the legacy databases and is used by all City departments.

BRASS enables suppliers to register and to maintain information about their organization for the purpose of doing business with the City and receiving notifications of business opportunities.

Registration is free. The City invites prospective suppliers to learn more at <https://nola.gov/purchasing/brass/>.

8.10 Direct Deposit Electronic Payment Program

The City will require that the successful firm enrolls in its direct deposit electronic payment program.

Instead of receiving paper checks, payments will be made electronically via Automated Clearing House (“ACH”) and deposited directly into an account designated by the qualified respondent at its financial institution.

Enrolling in direct deposit payments supports the City’s ongoing efforts to become a more efficient and effective government, deliver enhanced services and timely payments, and provide for a sustainable environment.

ACH payment will apply to the invoice that you submit through the City’s Supplier Portal **AFTER** the Bureaus of Purchasing AND Treasury have completed the ACH activation. The activation process may take 4 to 10 calendar days.

8.11 Waiver of Administrative Informalities

The City shall reserve the right, at its sole discretion, to waive administrative informalities contained in any submission.

8.12 Errors and Omissions in Submission

The City reserves the right to seek clarification of any submission for the purpose of identifying and eliminating irregularities or informalities.

8.13 Familiarity with Laws

You shall familiarize yourself 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.

8.14 Sample Agreement

The City supplies a sample professional services agreement on the website of the Bureau of Purchasing at: [Microsoft Word - RFP for C&P](#)

The selected respondent(s) shall be expected to execute a contract that is substantially the same as the sample agreement.

You shall not submit your own standard contract terms and conditions as a response to this RFP.

8.15 Federal Contract Provisions

If the City uses or intends to use federal funds (for example: ARPA, FEMA, HUD, etc.) to pay for the services rendered by the selected respondent, you will be required to comply with the federal contract provisions attached to the RFP and/or the signed contract.

8.16 Organizational Conflicts of Interest

As per Section 9.8, the City is required to comply with all state and local laws that govern conflict of interest.

[Conflict of Interest Disclosure Form for Professional Services Selection Committee Members](#)

When a project is partly funded by grants administered by a Federal agency, the City must also comply with Federal procurement standards codified in 2 C.F.R. Part 200 (Uniform Rules) for that portion of the project utilizing Federal Funds.

2 C.F.R. § 200.318 requires the non-Federal entity (the City) to maintain written standards of conduct covering conflict of interest, including Organizational Conflict Of Interest (OCOI).

An OCOI means that because of other activities or relationships with other people or entities, a person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to the City;
or
2. Is or might be otherwise impaired in its objectivity in performing the contract work;
or
3. Has an unfair competitive advantage.

Disclosure, evaluation, neutralization, and management of these conflicts and of the appearance of conflicts, is in the interests of the public, the City, and the business community.

You are therefore encouraged to investigate and manage any potential OCOI well in advance of forming teams or considering participation with or as a prospective respondent on a solicitation.

For this RFP, you are required to:

1. EITHER certify that you conducted an internal review prior to submitting a proposal and that you do not have any organizational conflict of interest (you must then complete and submit Attachment C-1);
2. OR disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships which may present an organizational conflict of interest (you must then complete and submit Attachment C-2).

If you submit an Organizational Conflict of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan (Attachment C-2), the Designated Purchasing Official will ask the sponsoring department to review and make a recommendation on whether the identified conflict precludes your proposal from being submitted to the selection committee.

The City reserves the right to require revisions to the avoidance/neutralization/mitigation plan that you submitted.

If the sponsoring department recommends disqualifying your proposal, the Designated Purchasing Official will notify you in writing that you are disqualified from further participation.

You will have 2 business days from the date of notification by the Designated Purchasing Official to appeal the decision of disqualification.

You must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

You shall also refer to Section 8.7 when a prospective respondent fails to comply with the requirements of this section.

8.17 Determination of Responsibility

The City seeks to select a responsible respondent who IAW LRS 38:2212:

- Has adequate financial resources for performance or can obtain such resources as required during performance.
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or can obtain them.
- Can comply with the proposed or required time of delivery or performance schedule.
- Has a satisfactory record of integrity, judgment, and performance.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

You must ensure that your proposal contains sufficient information for the City to make its determination by presenting acceptable evidence of the above to perform the contracted services.

8.18 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.

You are reminded that while trade secrets and other proprietary information you submit in conjunction with this procurement may not be subject to public disclosure, you must claim such protections at the time of submission of your technical proposal. You should refer to the Louisiana Public Records Act for further clarification.

The City will not credit any blanket exemption claims lacking specific justification.

You shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” to claim protection, if any, from disclosure.

You shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, the City of New Orleans shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of New Orleans’s right to use or disclose data obtained from any source, including the Respondent, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

You must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, you agree to indemnify and defend (including attorney’s fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.

The City reserves the right to make any proposal, including proprietary information contained therein, available to city personnel for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

SECTION 9 – STATEMENT OF NO RESPONSE

If you elect not to respond to the RFP, the Bureau of Purchasing is interested in learning the reason(s) for non-response.

Your response to the questionnaire below will help the City understanding potential challenges and/or barriers with the RFP.

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUMjZBN05YS1U0UVY4N0tXOFdEMEVHQTFXNi4u>

SECTION 10 – ATTACHMENTS

10.1. Document to Review

- Attachment A – Statement of Needs and Price Proposal

10.2. Required to Submit with Proposal In Response to RFP

- Attachment C – Conflict of Interest
 - C1 - Organizational Conflict of Interest Disclosure Certification or
 - C2 - Organizational Conflict of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan
- Attachment D – Responsibility Questionnaire
- Attachment E – Acknowledgement of Addenda Form

10.3. Contract Terms and Conditions and Insurance

- Attachment F - Insurance Requirements
- Attachment G – City Contract Terms and Conditions

10.4. Guidance For Respondents

- Respondent's Checklist
- Sample C1 - Organizational Conflict of Interest Disclosure Certification

[ATTACHMENTS A THRU F ON FOLLOWING PAGES]

SECTION 10.1.

**THE FOLLOWING DOCUMENT IS FOR REVIEW
ONLY**

**ATTACHMENT NO. A
CITY OF NEW ORLEANS
STATEMENT OF NEEDS AND PRICE PROPOSAL**

Part 1- Statement of Needs

Index

- Introduction
- AOT Process Overview
- Request for Services
- Budget
- Proposal Narrative

Introduction

Assisted Outpatient Treatment (AOT) is a civil court-ordered program that mandates community-based mental health treatment in an effort to stabilize individuals suffering from severe mental illness. The program aims to assist individuals who struggle with voluntary psychiatric treatment adherence by providing mandatory treatment with the ultimate goal of reducing psychiatric hospitalization, criminalization, and other negative outcomes related to unmet mental health needs.

The AOT program is governed by the Louisiana Law (Statue 28:66-76) and basic eligibility requirements include the following:

- The individual must be at least 18 years old
- They are suffering from a mental illness
- They are unlikely to survive safely in the community without supervision
- The individual has a history of lack of compliance with treatment for mental illness
- As a result of their mental illness, the individual is unlikely to voluntarily participate in treatment
- In view of the treatment history and current behavior of the individual, the individual is in need of AOT to prevent relapses or deterioration
- The person would likely benefit from AOT

Should a judge determine an individual qualifies for AOT services, a treatment plan is developed with psychiatric team, and a court-order is issued mandating the individual receive AOT services and comply with their treatment plan. Once enrolled, the individual is required to participate in Assertive Community Treatment (ACT) services. ACT is a model of care that brings psychiatric and social services directly to individuals in the community. Treatment is provided in the client's home, apartment, or other community-based spaces. It is intended for individuals who struggle to receive care within a traditional outpatient clinic setting. If an individual fails to comply with their treatment plan, a court hearing is scheduled to address the issue. The court may recommend the person receives involuntary inpatient treatment. Successful completion of AOT is ultimately determined by the judge but is based on adherence to the treatment plan and the likelihood that the individual is able to sustain their treatment going forward.

In New Orleans, AOT is operated out of Orleans Parish Civil District Court and supported by a number of ACT teams that are managed by several different mental health organizations. Those ACT teams provide treatment to individuals under active AOT judgements.

AOT process overview:

AOT is unlike nearly all other outpatient mental health treatment services in Louisiana in that it mandates treatment through a civil court order rather than employing a consent-based approach to care. Because AOT clients don't have the ability to refuse care, there are strict processes for how individuals enroll in AOT. The key components of that process are outlined below.

- **Psychiatric Evaluation** - A psychiatric evaluation must be completed by a physician, psychiatric mental health nurse practitioner, psychologist, or medical psychologist. This evaluation is necessary to determine the psychiatric need for mandated treatment.
- **Petition** – The petition begins the AOT enrollment process and outlines the main reasons for the request for AOT services. Any person of legal age who is concerned about the individual's welfare can file a petition for AOT services. The petition may be filed in the judicial district of the parish in which the respondent is present or reasonably believed to be present by legal representation. The petition shall contain facts relating to the petitioners' claim, under the criteria of R.S. 28:66.
- **Hearing** - A civil court judge conducts a hearing to determine whether the individual meets the legal requirements for enrollment in AOT services. This hearing is conducted no more than 30 days after the petition is filed. The respondent is notified and allowed appropriate counsel. The judge is presented with evidence by the petitioner which includes a recent psychiatric evaluation and any other additional evidence such

as testimonies from licensed practitioners, family members, or others who have significant contact with the individual.

- **Court order** - If the judge concludes that the individual has met the threshold for AOT, a civil court judgement to AOT is issued. That judgement includes a treatment plan that is developed by mental health professionals and approved by the court. The length of the order is determined by the judge but is typically active for one year.
- **Written Treatment Plan**- An examining physician, psychiatric mental health nurse practitioner, or psychologist develops and provides the court with a written treatment plan. New Orleans AOT clients will be connected to an ACT team which provides community-based psychiatric care, medication management and oversee the court ordered treatment plan.
- **Noncompliance** - Failure to comply with the treatment will result in a judicial review hearing. The court may recommend measures to address the noncompliance of the treatment plan which could include a recommendation for inpatient hospitalization in a psychiatric facility. Upon release, the individual is required to return to court to address the issues leading to noncompliance and reconnect with their treatment team.
- **Graduation, Renewal, and Expiration** - Prior to the expiration of the court order, an application can be filed to extend the period of AOT if needed. The court determines whether the individual graduates from AOT or whether the order is extended for another year.

Request for Services:

The City of New Orleans is seeking a contractor to act as AOT's primary project coordinator. This agency will be responsible for coordinating AOT efforts among its key stakeholders including: Civil District Court, local ACT teams, hospital systems, and potential petitioners. Petitioners will likely include family members and/or caregivers of those with severe mental illness. This role will help petitioners navigate the AOT process, ensure ACT teams have capacity to serve AOT clients, ensure all stakeholders understand AOT rules and expectations, and all parties are aware of future court appearances. The selected agency will be responsible for increasing awareness of AOT locally. This includes increasing awareness among healthcare practitioners and throughout the community, particularly among those who are caregivers to those with severe mental illness. The selected agency will also be responsible for record keeping which includes tracking client outcomes for AOT services.

Additionally, the selected agency will be tasked to:

- Coordinate between courts, legal stakeholders, and petitioners

- Develop processes and procedures to standardize AOT enrollment, follow-up, discharge, and tracking needs
- Schedule and obtain psychiatric evaluations for potential enrollment
- Coordinate needs for AOT hearings—ensuring all needed documents are finalized for the hearing and all parties are aware of upcoming court dates
- Collaborate with local ACT teams to ensure potential AOT clients have placement in treatment
- Monitor AOT client progress with ACT teams
- Coordinate judicial review hearings for AOT clients who are non-compliant with their treatment plans
- Coordinate between emergency psychiatric teams, inpatient psychiatric hospitals, and ACT teams to ensure active and potential AOT clients have a seamless transition to care
- Maintain copies of court records for all AOT clients and petitioners
- Track client progress and outcomes
- Report on aggregate level data for the AOT program
- Create an annual report for the AOT program
- Provide outreach and engagement across the community to increase knowledge and awareness of the AOT program

Part 2- Price Proposal/Budget Narrative

The City of New Orleans will provide funding for up to \$100,000 each year for three years (\$300,000 total) to support the necessary functions of coordinating the AOT program. The budget should include all costs needed to adequately fulfill duties outlined above including but not limited to:

- Psychiatric Evaluations Costs
- Personnel (contracted or permanent) Expenses
- Supplies and Equipment Costs
- Software Subscription Needs
- Any other forecasted expenses

Proposal Narrative

Intent to Apply

In one to two paragraphs, please describe your agency's interest in applying to provide Assisted Outpatient Treatment coordination to individuals suffering from severe mental illness.

Agency Experience and Qualifications

Please provide an overview of your agency's body of work including: the history and development of your agency and your agency's organizational structure. Outline any efforts your agency has done to coordinate services between different psychiatric systems of care—inpatient, outpatient, emergency departments, social service providers, and legal system stakeholders

Describe the relationships your organization has built with other medical, behavioral health, legal and social service groups across the New Orleans community. How do those partnerships support your current work?

Program Implementation & Design

Outline your proposal for implementing this program. Please include:

- Your plan for coordination and follow-up with potential petitioners
- Your plan for coordinating, scheduling, and obtaining psychiatric evaluations

- The frequency with which you plan on holding AOT hearings. Be sure to include a plan for all AOT court hearings: enrollment, follow-up, non-compliance, and graduations
- An outline of your plan for collaborating with AOT legal partners outside of court hearings
- Your plan for coordinating with ACT teams supporting AOT clients
- How you plan to coordinate with hospital systems to support the needs of active and potential AOT clients
- Your plan for data collection and reporting
 - The metrics you will use to determine whether the initiative is successful
- A description of how you intend to staff this project
 - Outline the roles and responsibilities of the staff supporting this initiative
 - Include resumes for any existing staff that would work on this program
- A timeline for project implementation in the first year

Budget and Budget Narrative/Price Proposal

Proposals must include an itemized budget for the project. Be sure to indicate which costs, if any, are one-time, start-up expenses and which are recurring. Be sure to also include a line-item specifically for psychiatric evaluations as this is a required expense for entry into AOT.

In addition to an itemized budget, include a budget narrative detailing the costs listed within the budget.

[ATTACHMENTS C THRU F ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

ATTACHMENT C CONFLICT OF INTEREST

INSTRUCTIONS:

- **You are required to submit ONLY ONE FORM: either C1 or C2 with your response.**
- **DO NOT COMPLETE AND SUBMIT BOTH.**
- **If you did not identify a conflict, you must complete and submit Attachment C1.**
- **If you identified a conflict, you must complete and submit Attachment C2.**

Instructions sheet may be omitted when submitting the affidavit

**ATTACHMENT C1
CITY OF NEW ORLEANS
ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION**

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority came and appeared (*first and last name*) _____
_____, who, being first duly sworn, deposed, and said that:

1. He/She is the (*title*) _____ and
authorized representative of (*name of respondent*) _____
_____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.
3. The Respondent certifies that, prior to submitting the attached proposal, the Respondent
conducted an internal review of its team, including the sub-contractor(s) listed in the
proposal, for potential, real, or perceived Organizational Conflicts of Interest.
4. The Respondent further certifies that, to the best of its knowledge and belief except as
otherwise disclosed, it does not have any organizational conflict of interest.

Respondent Representative Signature

Print or Type Name

Address

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

Notary Public (signature)

Notary Public Name

Notary ID#/Bar Roll#: _____

[ATTACHMENTS C2 THRU F ON FOLLOWING PAGES]

ATTACHMENT C2
CITY OF NEW ORLEANS
ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE AND
AVOIDANCE/NEUTRALIZATION/MITIGATION PLAN

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority came and appeared (first and last name) _____
_____, who, being first duly sworn, deposed, and said that:

1. He/She is the (*title*) _____ and
authorized representative of (*name of respondent*) _____
_____, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.

3. The Respondent hereby confirms the following organizational conflict of interest:

a. Description of the OCOI

i. Name of Person or Firm Conflicted: _____

ii. Past/Current/Future Project Name and Scope of Work: _____

iii. Description of the Conflict of Interest: _____

b. Avoidance/Neutralization/Mitigation Plan

**ATTACHMENT D
CITY OF NEW ORLEANS
RESPONSIBILITY QUESTIONNAIRE**

If you choose to circle "N/A", you must provide a written explanation on a separate document and submit it with this questionnaire in your response.

ATTACHMENT D - CITY OF NEW ORLEANS RESPONSIBILITY QUESTIONNAIRE

No.	Questions	Circle Answer
1.	Is your firm in good standing with the Louisiana Secretary of State or other state of incorporation (if your firm is incorporated in another state) at the time of submission of your response?	YES ☐ NO ☐ N/A ☐
2.	Have you or your firm's incorporation been cancelled, revoked, suspended, forfeited by the state of incorporation in the last 5 years?	YES ☐ NO ☐ N/A ☐
3.	Do you or your firm owe tax to the City of New Orleans?	YES ☐ NO ☐ N/A ☐
4.	Do you or your firm have adequate staffing resources to perform the work described in this RFP?	YES ☐ NO ☐ N/A ☐
5.	Do you or your firm possess adequate insurance for the work described in this RFP?	YES ☐ NO ☐ N/A ☐
6.	Have you or your firm been denied insurance coverage in the last 5 years?	YES ☐ NO ☐ N/A ☐
7.	Have you or your firm been terminated for cause from a contract with a public agency in the last 5 years?	YES ☐ NO ☐ N/A ☐
8.	Have you or your firm been declared non-responsible to or prevented from bidding or performing work or subcontract in the last 5 years?	YES ☐ NO ☐ N/A ☐
9.	Have you or your firm been debarred or suspended by the Federal Government or the State of Louisiana or the state where your firm is incorporated?	YES ☐ NO ☐ N/A ☐
10.	Is there a proceeding pending relating to your firm's responsibility, debarment, suspension, or qualification to receive a public contract?	YES ☐ NO ☐ N/A ☐
11.	Did you or someone from your firm colluded, conspired, connived, or agreed, directly, or indirectly with any other respondent, firm or person to submit a collusive or sham bid in connection with this RFP?	YES ☐ NO ☐ N/A ☐
12.	Do you or your firm comply with the City's hiring requirements contained in the city code?	YES ☐ NO ☐ N/A ☐

This questionnaire was completed by:

First and Last Name Title _____

Signature Date _____

[ATTACHMENTS E THRU F ON FOLLOWING PAGES]

ATTACHMENT E
ACKNOWLEDGEMENT OF ADDENDA

Proposer: _____

DIRECTION: COMPLETE PART I, OR PART II, WHICH EVER IS APPLICABLE

Part I- Listed below are the dates of issuance for each addendum received in connection with this RFP:

ADDENDUM #1 ☐

ADDENDUM #2 ☐

ADDENDUM #3 ☐

ADDENDUM #4 ☐

ADDENDUM #5 ☐

ADDENDUM #6 ☐

ADDENDUM #7 ☐

ADDENDUM #8 ☐

Part II- ☐ No addendum was received in connection with this RFP.

Bidder Name (Print Name):

Bidder's (Signature):

Date: _____

SECTION 10.2.

CONTRACT TERMS AND CONDITIONS AND INSURANCE

ATTACHMENT F

CITY OF NEW ORLEANS

INSURANCE REQUIREMENTS

ARTICLE D – Minimum Insurance Requirements

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.

Minimum 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 insurance or be registered as a "Self-Insured" entity within 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.

Professional Liability Insurance - As professional services are required under the contract, insurance is appropriate to the contractor's 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.

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.

Automobile Liability Insurance 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 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.

Additional Insured coverage should be provided in the form of an endorsement to the Contractors/Subcontractors insurance at least as broad as ISO Form CG 20 26 or CG 20 10 (11 85).

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 to **(User Department Mailing Address)**.

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, expired, 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: 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 insurance policies, 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.

[ATTACHMENT F ON FOLLOWING PAGES AND END OF SOLICITATION]

[The remainder of the page is intentionally left blank]

**ATTACHMENT G
CITY OF NEW ORLEANS
CITY CONTRACT TERMS AND CONDITIONS**

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3. ASSIGNABILITY.	24. INVOICING.
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44. TERMINATION FOR NON-APPROPRIATION.

45. TERMS BINDING.

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

46. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.

- 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 to 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 Agreement, 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 Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to

Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

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 Agreement 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 the 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 five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

11. COST RECOVERY. In accordance with Section 1-8.1 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. 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 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 services. Said 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 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.

13. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (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.

14. 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 Agreement, 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 Agreement 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 Agreement 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 Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

15. ENTIRE AGREEMENT. This Agreement, 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 Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

16. FAMILIARITY WITH LAWS

The Contractor shall be familiarized 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 Agreement.

These laws and/or ordinance will be deemed to be included in the Agreement, the same as though herein written in full.

17. NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, 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 Agreement, 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 Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

18. 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.

19. 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 four (4) additional one-year terms.

20. FORCE MAJEURE

A. Event An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or

incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

B. Notice To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance

when so instructed by the City; or

- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

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 Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement 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: invoice number, 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 support documentation to be submitted with invoices.

25. LIMITATIONS OF THE CITY'S OBLIGATIONS.

The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

26. LIVING WAGES.

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 the amount that is listed at the time. 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 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.

H. 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 45 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), or rendered, and approved by the City after 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 Agreement; 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 Agreement, 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 Agreement 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 thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (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 two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

41. TAX CLEARANCE. (NEW PROVISION AS OF MARCH 2024) On or about March 1st of each calendar year that the contract is effect, the Contractor must complete a tax clearance form with the information from the contractor, sign it, and submit it to the department, board, or commission that manages the contract (Department). "Please supply a copy of a valid City of New Orleans Occupational License if the vendor is domiciled within Orleans Parish or Registration Certificate if the vendor is located outside of Orleans Parish. To get a copy of your documents visit: (<https://salestax.nola.gov>)

42. The Department will then use the tax clearance form to verify with the Departments of Revenue, Treasury, and Finance whether the Contractor is delinquent with city taxes or not. If found delinquent, the Contractor must cure it, after being notified by the Department, or the contract could be terminated for cause. "Please supply a copy of a valid City of New Orleans Occupational License if the vendor is domiciled within Orleans Parish or Registration Certificate if the vendor is located outside of Orleans Parish. To get a copy of your documents visit: (<https://salestax.nola.gov>)

43. TERMINATION FOR CAUSE. The City may terminate this Agreement 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 Agreement, 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 thirty (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.

44. 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 thirty (30) days before the date of termination.

45. 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.

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

47. 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.

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SECTION 10.3. GUIDANCE FOR RESPONDENTS

**THE FOLLOWING DOCUMENTS ARE SOLELY
PROVIDED TO AID RESPONDENTS IN
COMPILING THEIR RESPONSE**

(The following documents do not need to be submitted with the proposal submission.)

**REQUEST FOR PROPOSAL
CITY OF NEW ORLEANS**

**RESPONDENT'S CHECKLIST
(Professional Services for
\$15,000.01 or Greater)**

The Bureau of Purchasing developed the following checklists to aid prospective respondents in properly completing and submitting their proposals to a Request for Proposal (RFP).

FOR SUBMISSION DEADLINE

The respondents must include the forms/documents in the table below within their proposal to be responsive to the solicitation. Only responsive submissions will be considered for award.

- All the required forms within the checklist can be found within the solicitation itself, which can be located/accessed under the attachment's tab/section, of the solicitation, on the BRASS Supplier Portal.
- Be sure to review the Request for Proposal in its entirety, as well as any addendums that have been posted.
- All addendums must be acknowledged for the submission to be considered responsive to the solicitation. (**Note:** *Addendums may be posted up until the submission deadline.*)

Please use the checklist below to aid in verifying that all of the required forms/documents have been submitted.

Did you complete and submit the following forms/documents?

NUMBER	DESCRIPTION	CHECK
1	Technical Proposal – contents of proposal MUST be organized as specified in the RFP solicitation	☐
2	Price Proposal – contents of proposal MUST be organized as specified in the RFP solicitation	☐
3	Attachment C – Conflict of Interest C1 – Organizational Conflict of Interest Disclosure Certification C2 – Organizational Conflict of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan <i>{only one (1) document is needed C1 or C2}</i>	☐
4	Attachment D – Responsibility Questionnaire	☐
5	Attachment E – Acknowledgement of Addenda Form	☐
6	Attachment E – Section 3 Plan (if applicable)	☐

If Submitting a Proposal Online:

- Respondents must be registered on the BRASS Supplier Portal to respond to an Event/Solicitation via the BRASS Supplier Portal.
- With regards to the Conflict of Interest – if using the sample form provided under Attachment C (C1 or C2), the form must be **NOTARIZED**. *Please be sure to sign and/or notarized all documents that require a signature and/or notary.*
- Section 3 Plan (if applicable) – this is for HUD funded projects only.
- All posted addendums must be acknowledged.

If Submitting a Paper Proposal via a Sealed Envelope or Submitting via Email:

- Be sure to notify the Designated Purchasing Official if you are having technical difficulties submitting a proposal online, to receive permission to use an alternative method of submission.
- Proposals MUST be submitted on or before the due date and time. *Proposals received after the deadline will not be accepted.*
- With regards to the Conflict of Interest – if using the sample form provided under Attachment C (C1 or C2), the form must be **NOTARIZED**. *Please be sure to sign and/or notarized all documents that require a signature and/or notary.*
- Section 3 Plan (if applicable) – this is for HUD funded projects only.
- All posted addendums must be acknowledged.

[END OF RESPONDENT'S CHECKLIST]

Fill out all lines as needed. See Example

ATTACHMENT C1
CITY OF NEW ORLEANS
SAMPLE ORGANIZATIONAL CONFLICTS OF INTEREST
CERTIFICATION

STATE OF **Example: Louisiana**

COUNTY/PARISH OF **Example: Orleans**

Before me, the undersigned authority, came and appeared (*first and last name*)

Example: Ray Johnson, who, being first duly sworn, deposed, and said that:

1. He/She is the (*title*) **Example: President** and authorized representative of (*name of respondent*) **Example: XYZ, INC**, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to City of New Orleans Solicitation No. **1234**.
3. The Respondent certifies that, prior to submitting the attached proposal, the Respondent conducted an internal review of its team, including the sub-contractor(s) listed in the proposal, for potential, real, or perceived Organizational Conflicts of Interest.
4. The Respondent further certifies that, to the best of its knowledge and belief except as otherwise disclosed, it does not have any organizational conflict of interest.

Signed by the representative. Print name and add address.


Respondent Representative Signature
Print or Type Name
Address

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

Notary Public (signature)

Notary Public Name

Notary ID#/Bar Roll#:

Please get Notarized

[END OF SOLICITATION]

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