

**CITY OF NEW ORLEANS  
NEW ORLEANS AVIATION BOARD  
LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT  
REQUEST FOR PROPOSALS**

**INSURANCE BROKERAGE SERVICES  
RFP #8910-02495**

**PROPOSED SCHEDULE**

A. RFP Release Date	2/6/2019
B. Last Day for Questions	2/21/2019
C. PROPOSAL SUBMISSION DEADLINE 4 PM CT	<b>3/06/2019</b>
D. Technical Review of Proposals	3/12/2019
E. Evaluation Committee Meeting	3/18/2019
F. Proposer Interviews (if requested)	TBD
G. Award Notification (approximate)	3/22/2019
H. Execution of Agreement (approximate)	6/30/2019

**Proposals should be addressed to:**

Department of Finance/Bureau of Purchasing  
Attention: Chief Procurement Officer  
New Orleans City Hall  
1300 Perdido Street  
Room 4W07  
New Orleans, Louisiana 70112

**Point of Contact:**

All correspondence and other communications regarding this RFP should be directed to the attention of the NOAB Procurement Manager at [procurement@flymsy.com](mailto:procurement@flymsy.com).

## **ATTACHMENTS**

Attachment A	Scope of Services
Attachment B	Draft Professional Services Agreement (Non-Negotiable)
Attachment C	Office of Inspector General
Attachment D	SLDBE Requirements, SLDBE Participation Plan, and SLDBE Compliance Forms
Attachment E	Initial Qualifying Questionnaire
Attachment F	Non-Collusion Affidavit
Attachment G	NOAB Conflict of Interest Disclosure Affidavit
Attachment H	Tax Clearance Certificate (Post Award Form)
Attachment I	List of Prior or Current Public Entity Accounts
Attachment J	Principal Markets with Greatest Volume Form
Attachment K	Direct Access to Standard Markets Form

## **SECTION I - INTRODUCTION**

### **A. Request for Proposals**

The City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”), is requesting proposals from persons, firms, and teams of firms (“Proposers”) to provide Insurance Brokerage Services. As provided below, and incident to City Charter Section 6-308(5) and Executive Order MJL 10-05, the NOAB requests proposals from experienced firms to provide the needed services.

It is imperative that all Proposers read, review, and understand this RFP and all attachments. Attention should be given to **Attachment B –Draft Professional Services Agreement**. Specific terms and conditions of the Agreement to be awarded under this RFP are contained herein.

The contract awarded to the Successful Proposer will be non-exclusive with a term of one (1) year with four (4) one-year renewal options at the sole discretion of the NOAB.

### **B. Needed Services**

The selected Proposer will be required to:

- See **Attachment A - Scope of Services**

### **C. Minimum Qualifications**

- Proposer must have a minimum of five (5) years’ experience providing the services described in **Attachment A - Scope of Services**.

## **SECTION II – DEFINED TERMS**

- A.** The **Agreement** refers to the Professional Services Agreement attached hereto as **Attachment B**.
- B.** The **Airport** shall mean the Louis Armstrong New Orleans International Airport.
- C.** The **Board and/or NOAB** shall mean the New Orleans Aviation Board.
- D.** The **City** shall mean the City of New Orleans.
- E.** The **Director** means the Director of Aviation of the Airport. All determinations regarding conflicts of interest will be made at the sole discretion of the Director, whose decision is final.
- F.** The **Evaluation Committee** shall mean that committee referenced in Section VI – Proposal Evaluation of this RFP and which shall be tasked with the review and scoring of the Proposals.
- G.** **Proposal(s)** shall mean any Proposal(s) submitted in response to this RFP.
- H.** **Proposer(s)** shall mean any entity that submits a Proposal in response to this RFP.

- I. The **RFP** shall mean this Request for Proposals.
- J. **Successful Proposer** shall mean the Proposer that is awarded the Agreement by the NOAB.

### **SECTION III – RFP PROCESS**

#### **A. Pre-Proposal Conference**

There will no Pre-Proposal meeting for this RFP.

#### **B. Addenda, Questions, Issues, and Discrepancies**

Any change to the RFP or related documents will be made by a written addendum and available on the City’s website: [www.purchasing.nola.gov](http://www.purchasing.nola.gov).

If discrepancies or omissions are found by any prospective Proposer or there is doubt as to the true meaning of any part of this RFP, including any of its attachments, a request for clarification or interpretation must be made in writing to the NOAB Procurement Manager at [procurement@flymsy.com](mailto:procurement@flymsy.com).

Any questions, issues or disagreement regarding the terms, requirements or form of this RFP must be raised in advance of submittal of Proposals and must be submitted in writing to the NOAB Procurement Manager at [procurement@flymsy.com](mailto:procurement@flymsy.com). The last day to submit questions is 4:00 p.m. Central Time on **February 21, 2019**. Any questions received after that time will not be considered, and shall not be a basis to thereafter challenge this RFP or the award of any Agreement resulting from this RFP.

The City/NOAB will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on the City’s website ([www.purchasing.nola.gov](http://www.purchasing.nola.gov)), and issued prior to the Proposal due date and time. The Proposer shall not rely on any representation, statement or explanation other than those made in this RFP document or in any addenda issued. The City/NOAB is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by addendum.

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

#### **C. Cone of Silence**

From the date the RFP is issued through the time the Agreement is finally awarded by the New Orleans Aviation Board, Proposers shall not contact any members of City or Airport staff, City Officials, Board Members, Elected Officials or their advisors or consultants with respect to this RFP or the RFP process other than to submit protests in accordance with City of New Orleans CAO policy number 130. This prohibition does not apply to questions or comments sent in writing to the NOAB Procurement Manager at [procurement@flymsy.com](mailto:procurement@flymsy.com) or oral communications made at pre-Proposal conferences, in presentations before evaluation committees, or during contract negotiations.

Proposers who violate this Cone of Silence may be deemed non-responsive and their Proposal may be rejected for cause.

**D. Office of Inspector General (“OIG”)**

The New Orleans Office of the Inspector General (“OIG”) reviews all solicitations issued and Proposals received by the Airport. The OIG will be actively monitoring all aspects of this solicitation process. There is no cone of silence for the OIG, and Proposers are encouraged to report any concerns to the OIG. Additional information about the OIG can be found in **Attachment C**.

**SECTION IV – BUSINESS TERMS**

**A. Term**

The initial contract term will be one (1) year with four (4) one-year renewal options at the sole discretion of the NOAB.

**B. SLDBE Participation**

The goal of the City of New Orleans and the New Orleans Aviation Board is to provide full and fair access to opportunities for State/Local Disadvantaged Business Enterprise (“SLDBE”) firms to provide advising services on policies and insurance coverage options to the NOAB.

As such, the NOAB has set a State/Local Disadvantaged Business Enterprise goal of **35.00%** for this RFP.

All Proposers must complete the SLDBE Participation Plan (**Attachment “D”**) and enclose it with their Proposal.

The successful proposers must complete the following SLDBE Compliance Forms and submit them within three business days of notice of intent to award:

1. SLDBE Compliance Form-1 (**Attachment “D”**), which is used to establish your SLDBE commitment on a City of New Orleans bid, RFP or solicitation response. The Proposer shall provide a list of all proposed SLDBE subcontractor(s). If the Proposer has attained the amount of SLDBE participation to meet the contract goal, submit only the SLDBE Compliance Form-1.
2. SLDBE Compliance Form-2 (**Attachment “D”**), which is used to document Good Faith Efforts when the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less than the Contract Goal. The Proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on SLDBE Compliance Form-2.

SLDBE firms eligible for participation in the SLDBE opportunities must be certified through the City of New Orleans State/Local Disadvantaged Business Enterprise (“SLDBE”) Program or the Louisiana Unified Certification Program (“LAUCP”).

A listing of SLDBE certified firms can be found at <http://www.nola.gov/economic-development/supplier-diversity/directory/>. Firms certified through the LAUCP can be found at <http://www8.dotd.la.gov/UCP/UCPSearch.aspx>.

## **SECTION V- PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

### **A. Proposal Delivery**

1. Proposers must submit in an appropriately sized and sealed box;
2. Two (2) bound and tabbed copies of the Proposal;
3. Two (2) digitally signed copies of the Proposal on a CD, DVD or flash drive in PDF format;
4. Proposers should ensure to notate clearly on the outside of all submissions (whether submitted via regular mail or via express delivery; on the envelope and the digital submission) the name of the proposer and the number and the title of the RFP. This information is critical to the Bureau of Purchasing to identify proposals.

Proposals should be addressed to:

Department of Finance/Bureau of Purchasing  
Attention: Chief Procurement Officer  
New Orleans City Hall  
1300 Perdido Street  
Room 4W07  
New Orleans, Louisiana 70112

Proposals must be received not later than **March 06, 2019** at 4:00 PM CT.

### **B. Proposal Contents**

The following components are to be considered as contents for a complete Proposal. The Evaluation Committee will evaluate and compare only those Proposals that substantially conform to the terms and conditions of the RFP. The Evaluation Committee and NOAB expressly reserve the right to reject any and all Proposals and to waive administrative or technical informalities. Proposals will remain valid for 180 calendar days after the deadline for submission of Proposals and may be extended beyond that time by mutual agreement. Proposers are encouraged to limit their Proposal to 100 pages.

Proposals should be:

- Printed on 8 ½" x 11" paper
- Sequentially numbered
- Spiral or Three-Ring Bound

Each of the following tabs are required for a complete Proposal. **Proposers are responsible for carefully reviewing this request for proposals and all of the attachments thereto for additional information that is requested in Proposals.** Each

tab shall contain every subheading described within this section, clearly marked and organized in the form described herein, with pertinent information detailed underneath each item that completely answers the request.

1. Letter of Interest: Provide a letter of interest on the company's letterhead including the company's name, address and primary contact for the proposal. The Letter of Interest should clearly demonstrate the applicant's interest in performing the needed services. The Letter of Interest shall be signed by an authorized representative of the company.

Acknowledge and include the following statements in the Letter of Interest:

**“By responding to this RFP, the Proposer agrees to the City’s Required Contract Provisions as provided in Attachment “B” of the RFP and therefore waives any future right to contest the required provisions.”**

**“The Proposer agrees to use its Good Faith Efforts as outlined in 49 CFR Part 26, App. “A” to fully comply with the SL/DBE Program, including all reporting requirements and any specific contract goals for SL/DBE participation.”**

2. Qualification Statement: Provide a brief response to each item outlined in the Evaluation Criteria set forth below in Section VI – Proposal Evaluation as well as the below items. Explain any other information that may assist the City and NOAB in making the selection. Qualification Statements should include detailed resumes or curricula vitae for the individuals identified to perform services.
  - a. Provide an overview of the history and structure of your company. Include a summary of the ownership and management of the company, its size, principal lines of business, number of employees, days/hours of operation and nearest office location to Orleans Parish.
  - b. Identify the key personnel from your firm who would be assigned to the NOAB's account.
  - c. Provide at least three (3) references from prior and/or current clients, preferably in the public sector for which your firm is now serving or has served as Producer of Record. Describe the services performed and include the name, title, address, telephone numbers, and email address of a contract person for each reference.
  - d. If your firm is a subsidiary or division of a parent firm, provide similar background information on the parent company as described in 2.a above and identify other affiliated companies.
  - e. Describe any unique services your firm provides which sets your firm apart from other similar firms.

- f. Describe your access to standard and excess markets.
  - g. Describe any in-house staffed support services your firm provides. (e.g. loss control, loss prevention, risk management consulting, or any other related added value services)
- 3. Initial Qualifying Questionnaire: The Proposer and each subconsultant should submit a fully completed Initial Qualifying Questionnaire. Each firm participating as a joint venture should complete a separate form and indicate on the form that the firm is a joint venture partner. All items requested on the form are required; if an item is not applicable, Proposer should enter N/A. A copy of the required form is attached hereto as Attachment “E”
- 4. SL/DBE Requirements and Participation Plan: Complete the SLDBE Participation Plan (**Attachment “D1”**) and enclose it with the Proposal.

SLDBE firms eligible for participation in the SLDBE opportunities must be certified through the City of New Orleans SLDBE Program or the LAUCP.

A listing of SLDBE certified firms can be found at <http://www.nola.gov/economic-development/supplier-diversity/directory/>. Firms certified through the LAUCP can be found at <http://www8.dotd.la.gov/UCP/UCPSearch.aspx>.

- 5. Affidavits:
  - a. Non-Collusion Affidavit: Submit a completed and notarized Non-Collusion Affidavit testifying that Applicant in no way colluded with anyone. A copy of the Non-Collusion Affidavit is attached hereto as **Attachment “F.” Please make sure to select whether the Proposer signing the form is the (Owner)(Partner)(Officer)(Representative) or (Agent) of the firm.**
  - b. NOAB Conflict of Interest Disclosure Affidavit: Submit a completed and notarized NOAB Conflict of Interest Disclosure Affidavit attached as **Attachment “G.” Please make sure to select whether a conflict “exists/does not exist/may exist” where indicated on the form.**
- 6. Other Required Forms:
  - a. **Attachment I** - List of Prior or Current Public Entity Accounts Form
  - b. **Attachment J** - Principal Markets with Greatest Volume Form
  - c. **Attachment K** - Direct Access to Standard Markets Form



## C. Post Award Forms

Upon notification of a successful proposal, the Proposer will then be contact to submit the following required forms and information prior to obtaining a contract:

1. SLDBE Compliance Forms: Note that the successful Proposer will be required to submit the following documents within three (3) business days of notice of intent to award:
  - d. SLDBE Compliance Form-1 (Attachment “D2”), which is used to establish your SLDBE commitment on a City of New Orleans bid, RFP or solicitation response. The Proposer shall provide a list of all proposed SLDBE subcontractor(s). If the Proposer has attained the amount of SLDBE participation to meet the contract goal, submit only the SLDBE Compliance Form-1.
  - e. SLDBE Compliance Form-2 (Attachment “D3”) which is used to document Good Faith Efforts when the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less than the Contract Goal. The Proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on SLDBE Compliance Form-2.
2. Tax Clearance Certificate (Attachment “H”): After receiving written notice that the contract is intended to be awarded to the Proposer, the Proposer must complete a City Tax Clearance Authorization Form and receive an approved Tax Clearance Certificate prior to contract award.

## **SECTION VI – PROPOSAL EVALUATION**

### A. Evaluation and Selection Process

An Evaluation Committee will evaluate Proposals in accordance with the City of New Orleans Executive Order MJL 10-05 (<http://nola.gov/mayor/executive-orders/orders/mjl-10-05/>) to select the Proposal that has achieved the highest possible score using the Evaluation Criteria found herein.

The City/NOAB will make every effort to administer the RFP process in accordance with the terms and dates discussed in this solicitation. However, the City/NOAB reserves the right to modify the process and dates as deemed necessary at its sole discretion.

The City/NOAB will be seeking the Proposal which yields the greatest benefits to the public in the level of service and the financial return to the Airport.

During the review of the Proposals, the City/NOAB may:

- Conduct reference checks, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of Proposals;
- Seek clarification of a Proposal or additional information from any or all Proposers and consider same in the evaluation of Proposals;

- Waive any requests or requirements if such waiver is in the best interest of the City/NOAB;
- Request interviews/presentations with any, some or all Proposers to clarify any questions or considerations based on the information included in Proposals;
- Consider any supplementary information from interviews/presentations or other sources in the evaluation; and
- Verify and substantiate information presented in the Proposal during the course of the evaluation process. Proposers may be asked to clarify and/or provide additional information during the Proposal review process. These requests will require prompt action by Proposers.

**1. Evaluation**

City/NOAB will appoint an Evaluation Committee to evaluate all responsive Proposals and recommend the Proposer to be awarded the Agreement resulting from this RFP. The Evaluation Committee may interview all Proposers or create a short-list of Proposers to interview. A short-list of Proposals, when used, is a list of Proposals identified by the Evaluation Committee, based on the Evaluation Criteria in this RFP, as those that have a substantial chance of resulting in an award in comparison to all other responsive Proposals submitted.

**2. Recommendation by Evaluation Committee**

Proposals will be scored by the Evaluation Committee using the Evaluation Criteria. Based on the evaluation criteria and the weighted points assigned to each criterion, the Evaluation Committee will recommend award to the Board based on the total score of the Evaluation Committee.

**3. Approval by Board**

The Evaluation Committee will make its recommendation to the Board. The Board may take into consideration the recommendations of the Evaluation Committee and may make its decision to award, reject, or table the decision to award the Agreement.

**4. Presentation to the Board**

Prior to taking any action, the Board has the discretion to require any Proposer to provide additional information to the Board, make a presentation to the Board, and/or appear before the Board to answer questions.

**5. Award of Agreement**

Once the Board has approved awarding the Agreement, the NOAB will provide an Agreement to be executed by the successful Proposer. The Agreement will substantially conform to **Attachment “B,”** which contains the standard City

provisions, appropriate SLDBE provisions, and other provisions deemed appropriate by the NOAB. No modifications or adjustments will be made to the terms of the Agreement. If the Proposer fails to execute the attached Agreement by the deadline set by the NOAB, the NOAB may select and award to another Proposer.

## **8. Protest Procedure**

City of New Orleans, Policy Memorandum No. 130, dated September 24, 2014, outlines the procedures and standards for administrative protests of procurements and applies to this solicitation by the New Orleans Aviation Board.

A copy of Policy Memorandum No. 130 is available on the Airport's website at <http://www.flymsy.com/Business-Opportunities>.

## **B. Evaluation Criteria**

The City/NOAB will apply the following selection criteria and weighting factors to evaluate the proposals received:

**30 pts** Qualifications, staffing, specialized experience, available technology, or related tools/reference programs, and technical competence.

**30 pts** Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines.

**10 pts** Willingness to promote full and equal business opportunities in accordance with the NOAB's Disadvantaged Business Enterprise Program.

**20 pts** Pricing proposal. Pricing proposals must be submitted in a separate sealed envelope marked "**Fee Proposal**".

## **SECTION VII- GENERAL TERMS AND CONDITIONS**

### **A. Ownership of Proposals**

The provisions of the Louisiana Public Records Act (La. R.S. 44:1 et seq.) govern this solicitation. All Proposals, proceedings, records, contracts, and other public documents relating to this solicitation shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this solicitation may not be subject to public disclosure, protections should be claimed by the Proposer at the time of the submission. All submissions and all documentation submitted therewith are City/NOAB property for all purposes. Proposers must clearly mark documents or information claimed to be exempt from public records disclosure and specifically justify the exemption. Information deemed proprietary and/or confidential that is included in the Proposal should be printed on pink paper. The City/NOAB will not credit any blanket exemption claims lacking specific justification. The City/NOAB does not guarantee the confidentiality of submissions, and final determinations as to which information, if any, is exempt from disclosure rests with the City/NOAB.

## **B. Costs of Preparation**

All costs associated with preparing and delivering a Proposal in response to this RFP and costs associated with presentations that are part of this RFP will be borne entirely by the Proposer. NOAB will not compensate Proposers for any expenses incurred as a result of this RFP process.

## **C. Causes for Disqualification**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

1. Evidence of collusion among Proposers.
2. Incomplete submittal of "Proposal Contents" as outlined herein.
3. Lack of business skills or financial resources necessary to perform the Needed Services.
4. Proposer is in arrears or in default to the City on any debt or agreement or is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to faithfully perform any previous agreement with the City, in the City's sole determination.
5. Evidence of prohibited lobbying efforts towards members of the Evaluation Committee, any members of City or Airport staff, City Officials, Board Members, Elected Officials or their advisors or consultants.
6. Proposer does not meet the Minimum Qualifications.
7. Submission of more than one Proposal by any individual, firm, partnership or corporation under the same or different names.
8. Other causes as the City/NOAB deems appropriate in its sole and absolute discretion.

## **D. Effect**

This RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The City/NOAB may cancel or modify this RFP at any time at will, with or without notice. Anything to the contrary notwithstanding, the Agreement executed by the City/NOAB and the selected Proposer, if any, is the exclusive statement of rights and obligations resulting from this solicitation.

## **E. Conflicting Provisions**

In the event of any conflict between this Request for Proposals and Agreement hereto, the provisions of the Request for Proposals shall prevail unless otherwise instructed.

## **F. Cancellation and Rejection of Proposals**

The City/NOAB reserves the right to cancel this RFP, accept or reject any/all Proposal, waive requests or requirements as deemed in the best interest of the City/NOAB, and re-advertise for any reason deemed in the best interest of the City/NOAB.

Proposals that (i) contain incomplete required contents, (ii) do not follow the required format, or (iii) fail to include required contents, may be rejected without further evaluation.

#### **G. Proposers Risks and Liabilities**

Proposers assume all risk and liability associated with a delay or nonoccurrence of any of the events identified in the above RFP Schedule. The City/NOAB is not responsible for any direct and/or indirect and/or consequential damages resulting from the delay, occurrence or non-occurrence of any event identified in the RFP Schedule. Proposers should take such steps as it deems appropriate to cover any loss or impacts due to schedule or delay.

#### **H. Disputes**

By submitting a response to this request for proposals, Proposer agrees that (a) the law of the State of Louisiana and City of New Orleans shall govern this request and any subsequent agreement; (b) any disputes arising from or relating to this request or subsequent agreement must be resolved accordingly; and (c) exclusive venue for any lawsuits or disputes arising from or relating to this request or subsequent agreement shall be in the Civil District Court for the Parish of Orleans.

#### **I. Public Trust**

Each Proposer, joint venture partner, subcontractor, and any other tier subcontractor, and their officers, directors and employees, hereinafter referred to as the "Interested Contract Persons," acknowledge that the NOAB and the City of New Orleans are government entities serving the public and charged with public trust. As such, the payments under any Agreement will be public funds, and certain types of actions including without limitation criminal activities and offenses involving moral turpitude by Interested Contract Persons may violate the public's trust. Accordingly, the City/NOAB reserves the right, to exercise in its sole discretion, to pursue termination of any Agreement or subcontract, seeking damages, and any other remedies available at law, in the event of a conviction of any one or more of the Interested Contract Persons or the rendition of a civil judgment against any one or more of the Interested Contract Persons, for any crime or offense involving moral turpitude.

#### **J. Title VI Solicitation Notice**

The City/NOAB, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**K. Fair Labor Standards Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Proposer has full responsibility to monitor compliance to the referenced statute or regulation. The Proposer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**L. Occupational Safety and Health Act of 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Successful Proposer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Successful Proposer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Successful Proposer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**GOOD FAITH EFFORTS HAVE BEEN MADE TO DESCRIBE ALL INFORMATION CONTAINED WITHIN THIS RFP. THE CITY/NOAB IS NOT LIABLE FOR ANY CHANGES OR MISINTERPRETATIONS. PROPOSERS ARE RESPONSIBLE FOR VERIFYING ALL INFORMATION WITHIN THIS RFP, INCLUDING THE TECHNICAL INFORMATION.**

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**Attachment A  
Scope of Services**

**RFP # 8910-02495**

**Airport Insurance Brokerage and Consulting Services**

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The selected firm will be expected to perform the following services:

**1. General Services**

- A. Advise on policies and coverage options to assist the Airport in mitigating risk;
- B. Negotiation and placement of all insurance coverage as required by the NOAB;
- C. Provide ongoing on-call coverage analysis, and critique of policy provisions;
- D. Issue such documentation as may be required including cover notes, binders and policies;
- E. Management of Premium Billings;
- F. Annual audits of claims and risk management initiatives;
- G. Administer surplus lines filings;
- H. Provide market security updates as available;
- I. Administer Certificates of Insurance to ensure continuity of coverages; and
- J. Provide general market intelligence.

**2. Design, Marketing, and Implementation of Policies**

- A. Develop policies and coverages to protect the Board's best interests in various insurance coverages which may include but may not be limited to: aviation liability, public officials, property, automobile, workers' compensation, crime fidelity, flood, fiduciary, cyber liability, general liability insurance, and excess policies;
- B. Development of criteria to identify qualified insurance carriers and, when appropriate, reinsurers, giving due consideration to all insurance markets throughout the world including but not limited to domestic stock and mutual companies, reciprocals, Lloyds, foreign companies and other markets;
- C. Solicit competitive proposals from multiple insurance companies, review and evaluate proposals submitted, and make recommendations and presentations to the Airport's Risk Management department and Board as to such proposals;
- D. Negotiate the terms of such insurance policies to ensure cost efficiency for the Board; and
- E. Review policies upon receipt to verify conformance to the negotiated specifications and negotiations and request and monitor required changes.

**3. Policy Administration and Maintenance**

- A. Review and approve all premium audit statements and invoices, including verification of all premiums, provide notice of changes in premiums or terms and conditions, cancellations, and all communications from insurers;
- B. Review and process riders, exceptions, and other changes to insurance policies including providing the Board explanations and recommendations, comparing commercial market options against self-insurance alternatives that may be in the best interest of the Board along with implementations of Board decisions; and
- C. Issue required policy binders and certificates of insurance.

#### **4. Claims Management Services**

- A. Schedule and facilitate claim review meetings on an as needed basis and at least one review meeting each quarter during each year of the contract;
- B. Evaluate policy language for coverage under existing or potential theories of coverage;
- C. Evaluate the reasonableness of reserves given the type of loss no less than twice annually, and no later than October of each policy year;
- D. Contribute as warranted to claim defense strategies;
- E. Process all Board claims with the Airport's insurance providers and third party insurance providers against whom the Airport may have a claim;
- F. Track and maintain accurate records of claims and provide analysis of claims histories as requested by the Board; and
- G. Assist the Board in the investigation of losses.

#### **5. Risk Management and Control Services**

- A. Provide to the Board an annual risk management program based on a collective assessment of all exposures, self-insured and insurance policy options;
- B. Periodically review Board's insurance policies with regard to risk and recommend improvements, changes, or additions;
- C. Periodically review the Board's insurance policies and procedures with regard to alternative risk management options, including self-insurance syndicated and cooperative alternatives designed to best manage the Boards entire risk management programs;
- D. Assist the Board in the review and development of provisions in contractual agreements relative to insurance, liability, and risk allocation;
- E. Periodically review the Board's tenant insurance requirements to ensure proper coverage requirements and the appropriate indemnification of potential claims by tenants;
- F. Periodically review changes in loss exposure;
- G. Provide casualty risk control support services; and
- H. Provide property risk control support services.

#### **6. Miscellaneous**

- A. Meet with the Board personnel no less than twice annually to discuss and review the items above.
- B. Prepare presentations, reports, and other services as may be requested by the Board's personnel.
- C. Review and comment on contract provisions relating to insurance coverage and advise NOAB employees on risks and impacts.
- D. Review third party insurance certificates and advise on compliance with contract provisions.



**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**BY AND THROUGH THE NEW ORLEANS AVIATION BOARD**  
**AND**  
**NAME OF CONSULTANT**  
**INSURANCE BROKERAGE SERVICES**

**RFP #8910-XXX**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), by and through the New Orleans Aviation Board, represented by Cheryl Teamer, Chairwoman (the “**Board**”) (collectively referred to as “**Airport**”), and **NAME OF CONSULTANT**, represented by **NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY** (the “**Consultant**”). The Airport and the Consultant may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, on **DATE OF RFP**, the Airport issued a request for proposals **RFP #8910-XXX** seeking qualified persons to provide professional services including insurance consulting, brokerage, and related services (the “**RFP**”); and

**WHEREAS**, the Consultant submitted a proposal dated **DATE OF PROPOSAL**, and the Airport has selected the Consultant to perform the professional services described in the RFP.

**NOW THEREFORE**, the Airport and the Consultant agree as follows:

**ARTICLE I - THE CONSULTANT’S OBLIGATIONS**

A. **Services**. The Consultant will, in accordance with the schedule approved by the Airport:

1. Consultant will provide the services identified in the Scope of Services attached as Exhibit B.
2. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP **#8910-XXX**; the Consultant’s proposal dated **DATE OF PROPOSAL**.
3. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Consultant as set forth in this Agreement;
4. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the Airport, at no additional compensation;

5. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

6. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the Airport within 30 days after the approval of the associated plan change or amendment; and

7. Cooperate with the Airport and any person performing work for the Airport.

The Airport's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

**B. Standards.** The Consultant, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the professional and legal standards governing the provision of insurance and risk management-related consulting and insurance brokerage services.

**C. Compliance with Laws.** The Consultant, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances, including, without limitation, all laws governing the provision of consulting services in the area of insurance and risk management and the provision of insurance brokerage services.

**D. Schedule.**

1. The Consultant will perform all work under this Agreement according to the following schedule:

**INSERT APPLICABLE SCHEDULE**

The Consultant will submit a proposed progress schedule to the Airport within 14 calendar days of receiving written authorization to proceed from the Airport. At a minimum, the proposed progress schedule must include the deadlines included in the Scope of Work.

2. The Airport has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement.

**E. Invoices.**

1. The Consultant will submit monthly invoices for work performed under this Agreement to the Airport 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 Airport is not liable. At a minimum, each invoice must include the following information and supporting documentation:

- a. Detailed and itemized description of the work and services performed during the immediately preceding calendar month;

- b. Rates and itemized hours (e.g., time sheets) for all persons associated with completion of the work and services during the invoice period;
- c. The amount that has been billed by Consultant to date;
- d. Monthly Disadvantaged Business Enterprise (“DBE”) reporting; and
- e. Copies of all supporting invoices in the required format as stated above for sub-consultants and vendors included in the amounts billed to the Airport by Consultant.

2. All invoices must be signed by an authorized representative of the Consultant under penalty of perjury attesting to the validity and accuracy of the invoice.

3. The Airport may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

4. The Airport will take a minimum of 45 days to process all invoices and pay applications. All payments will be made by check and no other form of payment will be issued. Payments will only be delivered by U.S. Mail; no other method of delivery will be permitted. Consultant consents to the foregoing payment schedule and will make adequate arrangements to accommodate the Airport’s pay schedule. Consultant shall not request payment before the expiration of this 45-day period and will not contact the Airport, its representatives, or Board Members to inquire about the status of payments or otherwise expedite the foregoing pay schedule.

**F. Prompt Payment.** Consultant must pay its Consultants and suppliers all amounts due no later than seven (7) days from receipt of each payment made to Consultant by Airport (unless Consultant has a bona fide dispute with either, less any undisputed portion of the invoice). Consultant shall submit with each invoice a certification that all Consultants and suppliers have been paid for accepted work and materials from previous progress payments received. During the term of the Agreement and upon completion of the Agreement, Airport may request documentation to verify payment to consultants, sub-consultants or suppliers. This provision in no way creates any relationship between any consultant, Consultant, or supplier and the Airport or any liability on the Airport for Consultant’s failure to make timely payment to same. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the Airport.

**G. Records and Reporting.**

1. The Consultant will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Consultant will deliver to the Airport all plans and records of work compiled through the date of termination.

2. The Consultant will identify any reporting requirements, including the frequency, method and contents.

3. The Consultant is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Airport.

**H. Audit and Inspection.**

1. The Consultant will submit to any Airport audit, inspection, and review and, at the Airport's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Consultant, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Consultant's office or place of business in Louisiana. If no such location is available, the Consultant will make the documents available at a time and location that is convenient for the Airport.

2. The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant 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 Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

**I. Insurance.**

1. Except as otherwise noted, Consultant shall, at its sole expense, maintain in full force and effect at all times during the duration of this Agreement, insurance coverage and limits (including endorsements) as described herein. The requirements contained herein, as well as the Airport's review or acceptance of insurance maintained by the Consultant, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Agreement. General liability, auto liability and professional liability insurers shall be rated A- or better in the latest update to the A.M. Best Rating Guide; and all other coverage's shall be from companies satisfactory to the Airport. The following insurance is required:

- a. Comprehensive General Liability. Consultant shall maintain comprehensive general liability insurance, with combined limits of liability for property damage, bodily injury and/or death of not less than \$1,000,000.00, for Consultant (and sub-consultants).
- b. Automobile Liability. Consultant shall maintain automobile liability at a limit of liability not less than \$1,000,000 for access to Landside, Airport Owned Property Access and \$5,000,000 for Airport Airside Access, for each occurrence for all owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, Consultant agrees to maintain hired and non-owned auto liability in the same amounts. The hired and non-owned auto liability coverage requirement may be satisfied by way of endorsement to the comprehensive general liability policy, or by a separate business auto coverage form. This coverage shall be primary.

- c. **Worker’s Compensation Insurance & Employers Liability.** Consultant shall maintain worker’s compensation and employer’s liability coverage for all employees in accordance with all applicable state laws and including without limitation employer’s liability including occupational disease, subject to a limit of liability of not less than \$100,000 limit each accident, \$100,000 limit disease aggregate, \$100,000 limit disease each employee. Workers’ Compensation limits shall be statutory. This coverage shall be primary.
  
- d. **Professional Liability.** Consultant shall maintain professional liability or equivalent errors and omissions coverage at not less than \$1,000,000 per claim. If applicable, when a self-insured retention (SIR) or deductible exceeds \$10,000, the Airport reserves the right to request and review Consultant’s most recent annual report or audited financial statement, and to consider Consultant in default of this Agreement if said information does not, in Airport’s sole discretion, reveal sufficient financial strength to protect the Airport. For policies written on a claims-made basis, Consultant shall maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an occurrence form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the duration of this Agreement, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years. This coverage shall be primary.
  
- e. **Umbrella or Excess Liability.** If necessary, Consultant may satisfy the minimum limits required above for commercial general liability, business auto liability, and professional liability coverage under umbrella or excess liability. The umbrella or excess liability coverage shall have an aggregate limit not less than the highest “Each Occurrence” limit for commercial general liability, business auto liability, or professional liability.

2. On the general liability policy and all other policies on which it is available, including any applicable umbrella or excess liability coverage, Consultant shall have the City of New Orleans and the New Orleans Aviation Board named as Additional Insured. The Additional Insured endorsement shall cover “The City of New Orleans, the New Orleans Aviation Board, their officers, employees, consultants and authorized agents.” Additional Insured endorsements shall provide coverage on a primary basis. Any insurance or self-insurance maintained by the Airport shall be non- contributing to the Consultant’s coverage.

3. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Consultant must purchase “extended reporting” coverage for minimum of 5 years after the termination of this agreement.

4. Consultant hereby waives any and all rights of subrogation against the City of New Orleans, the New Orleans Aviation Board, their officers, employees, consultants and authorized agents on all general liability, auto liability, and workers' compensation policies. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

5. No later than ten (10) business days after the Effective Date of this Agreement, Consultant shall deliver to the Airport certificates of insurance evidencing that all types and amounts of insurance coverage required above have been obtained and are in full force and effect. Such certificates shall include a minimum thirty (30) day notification to Airport due to cancellation or non-renewal of coverage.

6. Without notice from the Airport, the Consultant will:

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to the Airport 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; and
- c. Notify the Airport in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

7. The Airport reserves the right to reject or demand modification of any required policies of insurance, including limits, coverage, or endorsements, from time to time throughout the duration of this Agreement.

8. Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the Airport of no less than 60 days.

**J. Indemnity.**

1. To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold harmless the Airport, 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 Consultant, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any

and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of work under this Agreement.

2. Limitation. The Consultant'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 Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

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

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

## **ARTICLE II - REPRESENTATIONS AND WARRANTIES**

A. The Consultant represents and warrants to the Airport that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Consultant is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, its employees, or its subcontractors in the performance of this Agreement;

4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;

5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the Airport and incorporated into this Agreement;

6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;

8. The Consultant has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the

execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

**B. Convicted Felon Statement.** The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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

**D. Employee Verification.** The Consultant 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 Consultant 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 Consultant being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the Airport 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 Consultant will provide to the Airport a sworn affidavit attesting to the above provisions if requested by the Airport. The Airport may terminate this Agreement for cause if the Consultant fails to provide such the requested affidavit or violates any provision of this paragraph.

**E.** The Consultant acknowledges that the Airport is relying on these representations and warranties and Consultant's expertise, skill, and knowledge and that the Consultant's obligations and liabilities will not be diminished by reason of any approval by the Airport.

### **ARTICLE III - THE AIRPORT'S OBLIGATIONS**

**A. Administration.** The Airport will:

1. Administer this Agreement through the Board;
2. Provide the Consultant with any documents deemed necessary for the Consultant's performance of any work required under this Agreement;
3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Consultant; and

**B. Payment.** The Airport will make payments to the Consultant at the rate of compensation established in this Agreement based upon the Consultant's certified invoices, except:



1. The Airport's obligation to pay is contingent upon the Consultant's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;

2. The Airport, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The Airport may set off any amounts due to the Consultant against any amounts deemed by the Airport to be owed to the Airport by the Consultant pursuant this Agreement; and

4. All compensation owed to the Consultant under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the Airport.

5. The Airport is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the Airport, and no work has taken place; arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or the Airport is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the Airport will pay the Consultant only for the work requested by the Airport and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

#### **ARTICLE IV - COMPENSATION**

##### **A. Rate of Compensation.**

1. The Airport will pay the Consultant in accordance with the following rate:  
**INSERT RATE OF COMPENSATION.**

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the Airport in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Consultant's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The Airport will not consider or be obligated to pay or reimburse the Consultant any other charges or fees and the Consultant will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

4. The Consultant immediately will notify the Airport in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

**B. Maximum Amount.** The maximum aggregate amount payable by the Airport under this Agreement is \$**INSERT NUMERICAL MAXIMUM DOLLAR AMOUNT**.

#### **ARTICLE V - DURATION AND TERMINATION**

**A. Initial Term.** The term of this agreement shall be for 1 year, beginning the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

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

**C. Termination for Convenience.** The Airport may terminate this Agreement at any time during the term of the Agreement by giving the Consultant written notice of the termination at least 30 calendar days before the intended date of termination.

**D. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Airport will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

**E. Termination for Cause.** The Airport may terminate this Agreement immediately for cause by sending written notice to the Consultant. "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 Airport's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

**F. Suspension.** The Airport may suspend this Agreement at any time and for any reason by giving 2 business day's written notice to the Consultant. The Consultant will resume work upon 5 business day's written notice from the Airport.

#### **ARTICLE VI – omitted**

#### **ARTICLE VII - PERFORMANCE MEASURES**

**A. Factors.** The Airport will measure the performance of the Consultant 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; 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 Consultant fails to perform according to the Agreement, the Airport will notify the Consultant. If there is a continued lack of performance after notification, the Airport may declare the Consultant 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 Airport will invoice the defaulting Consultant for any increase in costs and other damages sustained by the Airport. Further, the Airport will seek full recovery from the defaulting Consultant.

### **ARTICLE VIII – LIVING WAGES**

To the fullest extent permitted by law, the Consultant agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If the Consultant fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the Airport.

### **ARTICLE IX - DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM**

**A. Overview.** The Board’s DBE Liaison Officer (“DBELO”) oversees the Airport’s State and Local Disadvantaged Enterprises (“SLDBE”) Program. The SLDBE Program, which complies with City Code sections 70-456, *et seq.*, strives to ensure that the following firms have the maximum opportunity to participate in the performance of agreements financed wholly with state and/or local funds:

- Firms that are certified SLDBE by the City, the New Orleans Aviation Board, Sewerage & Water Board, or the Jazz Casino Company, LLC d/b/a Harrah’s New Orleans Jazz Casino.
- Firms that are certified DBE by the Louisiana Unified Certification Program.

Consultant agrees to use its best efforts to carry out all applicable requirements of the SLDBE Program for the administration of this Agreement. Consultant’s failure to carry out these requirements, as determined by the DBELO, shall constitute a material breach of Agreement that may result in the termination of the Agreement and/or the pursuit of any other remedies available to the Airport under any applicable law, ordinance, or rule.

#### **B. Non-Discrimination.**

1. **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.

2. 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.

3. Incorporation into Subcontracts. The Consultant 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.

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

**C. Non-Compliance.** Consultant agrees that failure to carry out the SLDBE policy and SLDBE obligations, set forth herein, shall constitute a breach of the Agreement which may result in termination of the Agreement.

Consultant agrees to comply with the SLDBE program at the Airport as outlined in this solicitation. Consultant further agrees to provide the DBELO with periodic reports and records as are more fully discussed below. These reports and records shall provide documented evidence that the SLDBE participation goal is being achieved in accordance with the provisions of this contract.

Failure to maintain the level of SLDBE participation shall be deemed a material breach of this Contract, which shall result in such remedies as the Airport deems appropriate and may include:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the Consultant from future bidding as non-responsible; and
5. Termination of the contract.

**D. SLDBE Goals.** The Airport established an SLDBE goal for this Agreement. The goal is as stated in the Request for Qualifications; however, the final goal is as stated on SLDBE Compliance Form-1.

Consultant acknowledges that only work performed by SLDBEs (or DBEs, as the case may be) who meet the following requirements will be eligible to be counted toward the goal:

1. The firm is certified SLDBE by the City (including its affiliated agencies and boards) or as a DBE by the Louisiana Unified Certification Program;
2. The firm is certified SLDBE or DBE in the area in which the firm is to perform work under the Agreement;
3. The firm is listed as an SLDBE or DBE on Compliance Form-1 (unless the DBELO has approved its addition or substitution in writing);
4. The firm remains certified as SLDBE or DBE through the duration of the contract, except as said SLDBE or DBE firm is otherwise be eligible to be counted in accordance with SLDBE Plans or 49 CFR Part 26; and
5. The firm performs a commercially useful function as defined below.

Furthermore, each SLDBE or DBE must perform at least the percentage of work indicated on SLDBE Compliance Form-1 unless otherwise agreed in writing by the DBELO. Assuming the SLDBE or DBE meets the aforementioned criteria, participation shall be counted toward the SLDBE goal as follows:

1. Consultant may count only the total dollar value of the subcontract awarded to the certified SLDBE or DBE sub-consultant, subcontractor, or supplier;
2. Consultant can count 100% of the SLDBE's participation provided that the SLDBE or DBE has committed to performing at least 51% of the work with its own forces;
3. Consultant may count 100% of SLDBE or DBE manufacturer supplier's participation and 60% of SLDBE or DBE non-manufacturer supplier's participation toward its contract goal.
4. When Consultant is in a joint venture with one or more SLDBE or DBE business entities, the DBELO, after reviewing the joint venture agreement, shall determine the percentage of participation that will be counted toward the contract goal;

Consultant shall demonstrate compliance with meeting the SLDBE participation goals in performance of this contract. Compliance can be achieved in one of two ways:

1. Consultant can satisfy the SLDBE goal by selecting and documenting certified, qualified SLDBE or DBE business(es) at the targeted level of SLDBE participation.
2. If Consultant cannot meet the SLDBE goal, it must document its Good Faith Efforts to achieve the SLDBE goal by demonstrating that requisite activities were conducted to identify, recruit and select qualified and certified SLDBEs or DBEs.

**E. Commercially Useful Function.** SLDBE participation is only counted when the

SLDBE or DBE consultant, contractor, or vendor performs a commercially useful function.

An SLDBE or DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLDBE or DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

An SLDBE or DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLDBE participation. If an SLDBE or DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SLDBE or DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the firm is not performing a commercially useful function.

**F. Good Faith Efforts.** Good Faith Efforts are required by the Consultant when the SLDBE goals established for a contract are not met, or at any time during the contract when achievement of the SLDBE goal is in jeopardy. It is Consultant's responsibility to provide sufficient evidence for the Board to ascertain the efforts made. Consultant shall demonstrate Good Faith Efforts to maximize participation by SLDBEs or DBEs prior to award and during the life of the contract. Good Faith Efforts include personal contacts, follow-ups and earnest negotiations with SLDBEs and DBEs. The Board will consider, at a minimum, the following efforts as relevant, although this listing is not exclusive or exhaustive and other factors and types of efforts may be relevant:

1. Efforts made to select portions of the work to be performed by SLDBEs or DBEs in order to increase the likelihood of achieving the stated goal. It is the Consultant's responsibility to make a sufficient portion of the work available to sub-consultants, subcontractors, and suppliers and to select those portions of work or materials consistent with the availability of SLDBE or DBE sub-consultants, subcontractors and suppliers to assure meeting the goal for SLDBE participation. Selections of portions of work are required to at least equal the SLDBE goal in the contract.
2. Written notifications at least fourteen (14) calendar days prior to bid opening which solicits a reasonable number of SLDBEs or DBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer or sub-consultant for specific items of work. Consultant shall provide notice to a reasonable number of SLDBEs or DBEs that their interest in the contract is being solicited, with sufficient time to allow the SLDBE or DBE to participate effectively. Consultant shall seek SLDBEs or DBEs in the same geographic area from which it generally seeks subcontractors for a given project. If the contractor cannot meet the goal using SLDBEs or DBEs from the normal area, Consultant shall expand its search to a wider geographic area.

3. Demonstrated efforts made to negotiate in good faith with interested SLDBEs or DBEs for specific items of work include:
  - a. Attending pre-bid meetings that were scheduled to inform SLDBE or DBE firms of subcontracting opportunities and/or requested a copy of the DBE Directory.
  - b. Soliciting certified SLDBE participation through all reasonable and available means of communication (e.g., letters, telephone calls, face-to-face meetings, place notices in hardcopy and online publications, network with community organizations).
  - c. Providing potential SLDBE or DBE firms and vendors with adequate and timely information as to the plans and specifications of a project, as well as information necessary to provide a bid or quote.
  - d. Documenting that certified SLDBEs or DBEs for each potential vendor, subcontracting or supply category in the contract has been contacted. Documentation must include:
    - i. The names, addresses, and telephone numbers of SLDBEs or DBEs that were contacted, and the date(s) of contact.
    - ii. A description of the information provided to SLDBEs or DBEs regarding the plans and specifications for portions of the work to be performed.
    - iii. A statement explaining why additional agreements with SLDBEs or DBEs were not reached.
  - e. Selecting portions of the project to be performed by a certified SLDBE(s) or DBE(s) in order to increase the likelihood that the SLDBE goal will be achieved. Divide the contract into economically feasible segments.
  - f. For each SLDBE or DBE that is contacted but rejected, providing the firm with reasons for the rejection and providing the DBELO with a copy of the documentation.
  - g. Any additional information not included above which would aid the DBELO in evaluation of the Consultant's Good Faith Efforts.
4. The following are examples of actions that **will not** be accepted as justification by the Consultant for failure to meet SLDBE contract goals:
  - a. Failure to contract with a SLDBE or DBE solely because the SLDBE or DBE was unable to provide performance and/or payment bonds
  - b. Rejection of a SLDBE or DBE bid or quotation based on price alone.
  - c. Failure to contract with a SLDBE or DBE because the SLDBE or DBE will not agree to perform items of work at the unit price bid.
  - d. Failure to contract with a SLDBE or DBE because the Consultant normally would perform all or most of the work in the contract.
  - e. Rejection of a SLDBE or DBE as unqualified without sound reasons based on a thorough investigation of their capabilities.
  - f. Failure to make more than mail solicitations.

**G. Post-Award Modification.** Generally, the DBELO will only count toward fulfillment of Consultant's SLDBE goal work performed by SLDBEs or DBEs listed on SLDBE

Compliance Form-1 who meet the requirements listed under SLDBE Goals.

However, the DBELO may grant a post-award modification request if, for a reason beyond Consultant's control, Consultant is unable to use one of the certified SLDBEs or DBEs on SLDBE Compliance Form-1 to perform the specified work. Consultant is required to notify the DBELO immediately of the SLDBE's or DBE's inability or unwillingness to perform and to provide reasonable documentation. To the extent needed to meet the SLDBE goal, Consultant is required to use and document Good Faith Efforts to find a similarly qualified and certified SLDBE or DBE entity to perform the work of the SLDBE or DBE firm to be terminated or removed. Consultant acknowledges that before an SLDBE or DBE participant can be removed or substituted, the Consultant must submit a written request to the DBELO along with the reason for the request and the name(s) of the replacement SLDBE or DBE firm(s) including documentation of Good Faith Efforts if warranted. The DBELO will decide whether or not to grant the removal and substitution and issue a written decision within ten (10) days of receipt of the request. If the request is granted, Consultant must provide copies of new or amended subcontracts.

The DBELO may also grant a post-award modification request if Consultant reasonably believes that, due to a change of scope, execution of the work in accordance with directions from the Airport is unlikely to meet the established percentage of terms. In such case, Consultant shall notify the DBELO in writing immediately of the issue and potential modifications needed to the SLDBE goal, and use and document Good Faith Efforts to achieve a reasonable amount of SLDBE participation on the remaining work on the Agreement. The DBELO will decide whether to grant the modification and issue a written decision within ten (10) days of receipt of the request. If the request is granted, Consultant must provide copies of new or amended subcontracts.

If Consultant fails or refuses to comply with these requirements for post-award modifications, including replacing or substituting an SLDBE or DBE, Consultant shall be deemed in breach of the Agreement.

**H. Cooperation.** Consultant shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Consultant's SLDBE participation as well as document and maintain records of Good Faith Efforts with SLDBEs or DBEs.
2. Execute written contracts with SLDBEs or DBEs that meet the applicable SLDBE goals.
  - a. Consultant shall provide the DBELO with copies of said contracts within 30 days from the date this Agreement is fully executed between the Airport and Consultant.
  - b. Consultant shall agree to promptly pay subcontractors, including SLDBEs and DBEs, in accordance with law.



3. Establish and maintain the following records for review upon request by the DBELO:
  - a. Copies of written contracts with SLDBEs or DBEs and purchase orders;
  - b. Documentation of payments and other transactions with SLDBEs or DBEs;
  - c. Appropriate explanations of any changes or replacements of SLDBEs or DBEs, which may include a record of Post-Award Good Faith Efforts for each certified firm that Consultant does not use in accordance with the approved SLDBE participation submission;
  - d. Any other records required by the DBELO.

Consultant is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their SLDBE obligations.

4. Post monthly payments and submit regular reports to the DBELO as required via B2G Now or other means approved by the DBELO.
  - a. Consultant shall submit the initial report outlining SLDBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the Airport to Consultant. Thereafter, "SLDBE Utilization" reports shall be due on or before the fifteenth day of each month until all SLDBE subcontracting work is completed.
  - b. Reports are required even when no activity has occurred in a monthly period.
  - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in SLDBE participation.
  - d. Consultant may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the DBELO.
  - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
  - b. No changes to the established percentage and SLDBE or DBE Entities submitted on SLDBE Compliance Form-1 shall be allowed without approval by the DBELO.
  - c. The Airport will not adjust the contract for any increase in cost due to replacement of SL or DBE Entities.

**I. Monitoring.** To ensure compliance with SLDBE requirements during the term of this Agreement, the DBELO will monitor the Consultant's use of SLDBE and DBE sub-consultants, subcontractors, and suppliers through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System

- or other means as approved by the Board;
- 3. Routine audits of subcontract agreements and correspondence.
- 4. Routine audits of contract payments to all sub-consultants, subcontractors, and suppliers;
- 5. Reviewing of records and reports; and/or
- 6. Interviews of selected personnel.

The DBELO may schedule inspections and on-site visits with or without prior notice to Consultant or SLDBEs or DBEs.

Consultant agrees to cooperate with the DBELO and acknowledges that failure to supply requested documentation shall be deemed a breach of the contract.

**J. Prompt Payment.** Consultant shall ensure that each sub-consultant, subcontractor, and supplier under this contract, especially SLDBE and DBE firms, are paid no later than seven (7) business days from the receipt of each payment Consultant receives from the Board. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the Board.

**K. DBE Fraud.** Consultant acknowledges that DBE Fraud occurs when the Consultant or any sub-consultant, subcontractor or supplier to this this Agreement misrepresents who performed the work in order to increase job profit while appearing to be in compliance with goals for SLDBE participation.

The Board shall inform the City’s Office of the Inspector General of any false, fraudulent, or dishonest conduct in connection with the SLDBE program so that the Office of Inspector General may investigate and take any necessary legal action.

**ARTICLE X - NON-DISCRIMINATION**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant’s employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the Consultant 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 Airport working with the Consultant in any of Consultant’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 Consultant. The Consultant 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. Incorporation into Subcontracts.** The Consultant 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.

**D.** The Airport may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

### **ARTICLE XI - INDEPENDENT CONTRACTOR**

**A. Independent Contractor Status.** The Consultant is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the Airport and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Airport.

**B. Exclusion of Worker's Compensation Coverage.** The Airport will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the Airport for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The Consultant, as an independent contractor, is being hired by the Airport under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the Airport for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the Airport over the performance of the services covered by this contract; (b) the services to be performed by the Consultant are outside the normal course and scope of the Airport's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The Consultant, as an independent contractor, will not receive from the Airport any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the Airport under this Agreement.

### **ARTICLE XII - NOTICE**

**A. In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the Airport:

Michele Allen-Hart, Esq.  
General Counsel and Deputy Director of Aviation-Legal Affairs  
New Orleans Aviation Board  
Louis Armstrong New Orleans International Airport  
P.O. Box 20007  
New Orleans, LA 70141

&

Mr. Kevin Dolliole  
Director of Aviation  
New Orleans Aviation Board  
Louis Armstrong New Orleans International Airport  
P.O. Box 20007  
New Orleans, LA 70141

2. To the Consultant:

**NAME AND ADDRESS OF POINT OF CONTACT FOR CONSULTANT  
TO RECEIVE NOTICES**

**B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

**C. Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

**ARTICLE XIII - ADDITIONAL PROVISIONS**

**A. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**B. Assignment.** This Agreement and any part of the Consultant's interest in it are not assignable or transferable without the Airport's prior written consent.

**C. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**D. Conflicting Employment.** To ensure that the Consultant's efforts do not conflict with the Airport's interests, and in recognition of the Consultant's obligations to the Airport, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the Airport in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The Airport will make the final determination whether the Consultant may accept the other employment.

**E. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall 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 this Agreement shall be construed or resolved in favor of or against the Airport or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**F. 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.

**G. Exhibits.** The following exhibits will be and are incorporated into this Agreement:

Exhibit A- Required Federal Contract Provisions

Exhibit B- Scope of Services

**H. Jurisdiction.** The Consultant consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Consultant.

**I. Limitations of the Airport's Obligations.** The Airport has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**J. No Third Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**K. Non-Exclusivity.** This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the Airport's approval of any potential conflicts with the performance of this Agreement and the Airport may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**L. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party 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 either party'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.

**M. Order of Documents.** In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; RFP; Consultant's Proposal

**N. Ownership Interest Disclosure.** The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant 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 Consultant fails to submit the required affidavits, the Airport may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**O. Ownership of Records.** Upon final payment, all data collected and all products of work prepared, created or modified by Consultant in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Consultant's personnel and administrative records and any tools, systems, and information used by the Consultant to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of Airport and the Airport will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Airport's name. No Work Product may be reproduced in any form without the Airport's express written consent. The Airport may use and distribute any Work Product for any purpose the Airport deems appropriate without the Consultant's consent and for no additional consideration to the Consultant.

**P. Prohibition of Financial Interest in Agreement.** No elected official or employee of the Airport shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the Airport shall be deemed to be a financial interest of such elected official or employee of the Airport. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the Airport and shall entitle the Airport to recover, in addition to any other rights and remedies available to the Airport, all monies paid by the Airport to Consultant pursuant to this Agreement without regard to Consultant's otherwise satisfactory performance of the Agreement.

**Q. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**R. Remedies Cumulative.** No remedy set forth in the Agreement 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.

**S. Severability.** Should a court of competent jurisdiction find any provision of this Agreement 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 shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

T. *omitted.*

U. *Survival of Certain Provisions.* All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

V. *Terms Binding.* The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

#### **ARTICLE XIV – REQUIRED FEDERAL CONTRACT PROVISIONS**

The Consultant agrees to comply with the Required Federal Contract Provisions attached hereto as Exhibit A.

#### **ARTICLE XV – COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

#### **ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[The remainder of this page is intentionally left blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

IN WITNESS WHEREOF, the Airport and the Consultant, through their duly authorized representatives, execute this Agreement.

**CITY OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**LATOYA CANTRELL, MAYOR**

**Executed on this \_\_\_\_\_ of \_\_\_\_\_, 201\_\_**

**FORM AND LEGALITY APPROVED:**  
**Law Department**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_





**NAME OF CONSULTANT**

**BY:** \_\_\_\_\_

**NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF  
SIGNING AUTHORITY**

\_\_\_\_\_  
**FEDERAL TAX I.D.**

**[EXHIBIT(S) ARE CONTAINED ON NEXT PAGE(S)]**

**EXHIBIT A**  
**TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**BY AND THROUGH THE NEW ORLEANS AVIATION BOARD**  
**AND**  
**NAME OF CONSULTANT**

The Consultant (referred to as “Contractor” in this Exhibit) agrees to comply with the following required federal contract provisions:

**A. General Civil Rights Provisions.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**B. Title VI – Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal

Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**D. Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**E. Occupational Safety and Health Act of 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**[The remainder of this page is intentionally left blank]**

**Exhibit B**  
**Scope of Services**

***[insert the Scope of Services from the RFP]***

**[The remainder of this page is intentionally left blank]**

## ATTACHMENT “C”

### OFFICE OF INSPECTOR GENERAL



**Office of Inspector General (“OIG”).** The New Orleans Office of the Inspector General (OIG) reviews all solicitations and proposals issued by the Airport. The OIG will be actively monitoring all aspects of the design, construction, and operation of the Airport Services.

The Office of Inspector General, Construction Fraud Division (OIG-CFD) provides full time program oversight to prevent and detect fraud, waste and abuse, and to promote efficiency and effectiveness leading to the realization of the New Orleans Aviation Board (NOAB) Long Term Strategic Infrastructure Plan or North Airport Terminal. These services include the development and implementation of a full fraud detection and prevention program related to NOAB implementation of the Strategic Plan.

The OIG maintains permanent offices on site for 3 professional CFD representatives housed at the New Orleans Airport. These officers include:

- Assistant Inspector General – Construction Fraud Division
- Deputy Assistant Inspector General – Construction Fraud Division
- Program Officer – Construction Fraud Division

**Proposers may contact the Office of Inspector General at any time before, during, or after the solicitation process.** Any questions or concerns regarding the function of the Construction Fraud Division should be brought to the attention of Robert Wilson, Assistant Inspector General for Construction Fraud @ 504-301-7553 or [rjwilson@nolaoig.gov](mailto:rjwilson@nolaoig.gov).

For more information regarding the Construction Fraud Division please visit the Office of Inspector General website: <http://www.nolaoig.gov>.





## **ATTACHMENT D**

### **CITY OF NEW ORLEANS STATE/LOCAL DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

#### **I - SLDBE PROGRAM COMPLIANCE**

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

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

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

#### **II - SLDBE CONTRACT GOAL**

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

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

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

- a.** Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract SLDBE participation goal.
- b.** The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified SLDBE subcontractor/supplier(s) toward the contract goal.
- c.** A Bidder/Proposer can count 100 % of the SLDBE’s participation provided that the SLDBE has committed to performing at least 51% of the work with its own forces.
- d.** Bidder/Proposer may count 100 % of SLDBE Manufacturer Supplier’s participation and 60 % of SLDBE Non-Manufacturer supplier’s participation toward its contract goal.

*City of New Orleans State/Local Disadvantaged Business Enterprise Requirements*

e. When the Bidder/Proposer is in a joint venture with one or more SLDBE business entities, the DBELO, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.

f. Bidder/Proposer may count toward its contract goal only those SLDBE subcontractors/suppliers performing a Commercially Useful Function.

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

i. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;

ii. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;

iii. Whether the SLDBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.

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

### **III - SLDBE DIRECTORY**

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

Contractors agree to utilize the City’s SLDBE directory of certified firms as a first source when searching for certified SLDBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah’s New Orleans. The SLDBE directory is available at [www.nola.gov](http://www.nola.gov).

The Louisiana Unified Certification Program (“LA UCP”) directory is available at [www.dotd.louisiana.gov](http://www.dotd.louisiana.gov).

Information on locating these directories may also be requested from the OSD at [supplierdiversity@nola.gov](mailto:supplierdiversity@nola.gov).

*City of New Orleans State/Local Disadvantaged Business Enterprise Requirements*

#### **IV - GOOD FAITH EFFORT POLICY**

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

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

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

**a. Specific Portions of Work Identified for SLDBE Subcontractor:**

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by SLDBEs in order to increase the likelihood of meeting the contract goal for the project
- ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

**b. Notifying Certified SL/DBEs of Contracting Opportunities:**

- i. Bidder/Proposer contacted the DBELO to request submission of subcontracting opportunities on the City's SLDBE Opportunities page.
- ii. Bidder/Proposer included a copy of each announcement or notification.

**c. Initial solicitation and follow-up:**

- i. Bidder/Proposer listed all certified SLDBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
- ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.

**c. Negotiate in Good Faith:**

- i. Bidder/Proposer provided an explanation for any rejected SLDBE bid or price quotation.
- ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected SLDBE firm.

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

The DBELO may take into account the performance of other Bidders/Proposers in meeting the contract SLDBE participation goal and may, if deemed advisable, request further information, explanation or justification from any Bidder/Proposer. For example, Bidder's past performance on similar contracts with similar scopes and/or a Proposer's prior history utilizing SLDBEs will also be taken in consideration when determining Good Faith Efforts.

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

To obtain a copy of the Good Faith Effort Policy contact DBELO at philisti@flymsy.com.

## **V - REQUIRED SLDBE FORMS for BIDs/RFPs/RFQs**

### **A. BIDs:**

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

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

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

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

**2. SLDBE Compliance Form-2:** This form is used to document Good Faith Efforts when the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less

than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on SLDBE Compliance Form-2.

After receipt and review of the required post-bid documents, the DBELO will determine if the Bidder has provided valid SLDBE Compliance Forms and (if applicable) evidence of demonstrated Good Faith Efforts.

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

**B. Request for Proposals (“RFP”) / Request for Qualifications (“RFQs”):**

**1. SLDBE Participation Plan:** To ensure the full participation of SLDBE’s in all phases of the City’s procurement activities, all Proposers at time of proposal submission shall complete and submit a SLDBE Participation Plan.

A completed SLDBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract SLDBE participation goal if awarded the project.

If a SLDBE Participation Plan is not submitted, it shall be determined that the Respondent was non-responsive to the SLDBE provisions and the proposal will not be evaluated by the selection committee.

**2. SLDBE Compliance Forms 1 and 2:** Within ten (10) days of the City’s issuance of the Notice to Award letter, the selected Proposer shall complete and submit a SLDBE Compliance Form-1; this form is used to establish your SLDBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed SLDBE subcontractor(s).

If the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete SLDBE Compliance Form-2. Form-2 is used to document Good Faith Efforts when the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less than the contract SLDBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on SLDBE Compliance Form-2.

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

## **VI - CONTRACTOR COOPERATION**

The Contractor shall:

- 1.** Designate an individual as the “SLDBE Liaison” who will monitor the Contractor’s SLDBE participation as well as document and maintain records of “Good Faith Efforts” with SLDBE subcontractors/suppliers (“SLDBE Entities”).
- 2.** Execute written contracts with SLDBE Entities that meet the applicable SLDBE goals.
- 3.** The Contractor shall provide the DBELO with copies of all subcontracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.
- 4.** The Contractor shall agree to promptly pay subcontractors, including SLDBE Entities, in accordance with law.
- 5.** Establish and maintain the following records for review upon request by the DBELO:
  - a.** Copies of written contracts with SLDBE Entities and Non-SLDBE entities and purchase orders;
  - b.** Documentation of payments and other transactions with SLDBE Entities and Non-SLDBE entities;
  - c.** Provide any other records required by the DBELO.
  - d.** The Contractor is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their SLDBE obligations.
- 6.** Provide appropriate explanations of any changes or replacements of SLDBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved SLDBE participation submission;
- 7.** Post monthly payments and submit regular reports to the DBELO as required via the online “Contract Compliance Monitoring System” or other means approved by the DBELO.
  - a.** The Contractor shall submit the initial report outlining SLDBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the

City to the Contractor. Thereafter, “SLDBE Utilization” reports shall be due on or before the fifteenth (15th) day of each month until all SLDBE subcontracting work is completed.

**b.** Reports are required even when no activity has occurred in a monthly period.

**c.** If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in SLDBE participation.

**d.** The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.

**8.** Conform to the established percentage as approved by the DBELO.

**a.** The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

**b.** No changes to the established percentage and SLDBE Entities submitted on SLDBE Compliance Form-1 shall be allowed without approval by the DBELO.

**e.** The City will not adjust the contract for any increase in cost due to replacement of SLDBE Entities.

## **VII - POST-AWARD MODIFICATION**

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

**a.** for a reason beyond the Contractor’s control, the Contractor is unable to use the certified SLDBE entity submitted on SLDBE Compliance Form-1 to perform the specified work. The Contractor must notify the DBELO of the intent for removal and substitution of a certified SLDBE immediately upon determination of that the SLDBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document “Good Faith Efforts” to find a similarly qualified and certified SLDBE entity to perform such specified work. The same criteria used for establishing “Good Faith Efforts” in maximizing the participation of SLDBE Entities prior to awarding the Agreement will also apply to the substitution of SLDBE subcontractors during the performance of the Agreement; or

**b.** the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document “Good Faith

Efforts” to achieve a reasonable amount of SLDBE participation on the remaining work on the Agreement.

### **VIII - MONITORING SLDBE PARTICIPATION**

To ensure compliance with SLDBE requirements during the term of the Agreement, the DBELO will monitor the Contractor’ use of SLDBE subcontractors/suppliers (“**SLDBE Entities**”) through the following actions:

- a.** Job site visits;
- b.** Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the DBELO;
- c.** Routine audits of contract payments to all subcontractors;
- d.** Reviewing of records and reports; and/or
- e.** Interviews of selected personnel.

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

### **IX - FAILURE TO COMPLY**

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

**All SLDBE Compliance forms are maintained by the DBELO and are subject to change.**

**Please contact the DBELO at [philisti@flymsy.com](mailto:philisti@flymsy.com) to request a copy of all SLDBE referenced documents.**

END OF DOCUMENT





## DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICE NEW ORLEANS AVIATION BOARD (NOAB)

Contact Procurement for questions, comments, concerns or help with completing this form: [procurement@flymsy.com](mailto:procurement@flymsy.com).

### SL/DBE PARTICIPATION PLAN

**(TO BE COMPLETED AND SUBMITTED, WITH BID OR PROPOSAL, AT BID DUE DATE AND TIME.)**

#### OVERVIEW

All Respondents (including SL/DBE Respondents), at time of proposal submission, shall complete and submit an **SL/DBE Participation Plan**. The SL/DBE Participation Plan shall be considered a methodology as to how the Respondent plans to meet the SLDBE contract goal if awarded the project.

If an SL/DBE Participation Plan is not submitted, it shall be determined that the Respondent was non-responsive to the New Orleans Aviation Board's SL/DBE Program provisions. The DBE Office shall submit such determination to the RFP/RFQ Selection Committee at the time of the Selection Committee meeting with a recommendation of rejecting the proposal from consideration.

Upon receipt of a completed SL/DBE Participation Plan, the DBE Office shall evaluate and make a determination as to whether the SL/DBE Participation Plan is a responsive plan that provides a methodology on how the Respondent plans to meet the NOAB's SLDBE participation goals.

The factors prescribed herein are not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive, but a guide to improving the use of SL/DBE and to growing successful SL/DBE businesses for the long-term.

The DBE Office may consider other factors or types of efforts that may be relevant in appropriate cases. For further guidance, please, see the Good Faith Efforts Guidelines and Documentation of Good Faith Efforts Form on our website, [www.flymsy.com/dbe-program](http://www.flymsy.com/dbe-program).

All questions, comments or concerns should be directed to [procurement@flymsy.com](mailto:procurement@flymsy.com).

#### NOTIFICATION OF FINALIST(S)

Within three (3) business days (5:00 PM) of notification by NOAB that Respondent / Bidder is a finalist, successful proposer(s) shall complete and submit SL/DBE Compliance Form-1, Documentation of Contract Participation. This form is used to list your primary SL/DBE subcontractor(s) on a NOAB Bid, RFP or solicitation response. If the amount of participation is less than the Contract Goal, along with the SL/DBE Compliance Form-1, the Respondent / Bidder shall complete and submit a SL/DBE Compliance Form-2, Documentation of Good Faith Efforts Form, along with all required, supporting documentation. The Good Faith Efforts Guidelines and all SL/DBE Compliance forms are available at [www.flymsy.com/dbe-program](http://www.flymsy.com/dbe-program).



**DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICE  
NEW ORLEANS AVIATION BOARD (NOAB)  
SL/DBE PARTICIPATION PLAN FORM**

RFP/RFQ Solicitation Number: \_\_\_\_\_ Total Contract Amount: \$ \_\_\_\_\_ SL/DBE Goal: \_\_\_\_\_ %

Project Description: \_\_\_\_\_

**SECTION I. RESPONDENT**

Company: \_\_\_\_\_ Certified SL/DBE?  Yes  No

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**SL/DBE PARTICIPATION PLAN SUBMITTED BY:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

The following employee will be designated as the **SL/DBE Liaison** for all communication regarding SL/DBE participation, including documentation for SL/DBE participation and maintenance of records of Good Faith Efforts for this contract award.

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

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_



**SECTION II. SL/DBE PARTICIPATION PLAN METHOD**

The following method was used to develop the DBE Participation Plan. Please, explain:

1. Has your firm worked with SL/DBE firms in the past? If yes, describe the results of that working relationship.

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2. Based on the scope of services requested by the NOAB, what SL/DBE subcontracting opportunities were identified to increase the likelihood of meeting the contract goal.

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3. Describe the outreach methods that your firm will use to encourage and incorporate SL/DBE firms in this project.

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4. If no SL/DBE subcontract opportunities were identified, please, explain:

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SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK

If you have identified any SL/DBEs, please, provide the name of the firm and the services, products and/or scope of work to be provided. Attach additional pages, if necessary.

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP



SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)

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Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP



SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP



SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP



SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP

---

Name of Firm: \_\_\_\_\_ Firm Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe, below, or attach the work to be performed by the SL/DBE firm.

---

Estimated Dollar Value for Scope of Work: \$ \_\_\_\_\_ Source of Certification:  SLDBE  LAUCP





**DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICE  
NEW ORLEANS AVIATION BOARD (NOAB)**

Contact Procurement for questions, comments, concerns or help with completing this form:  
[procurement@flymsy.com](mailto:procurement@flymsy.com).

**SL/DBE COMPLIANCE FORM-1  
DOCUMENTATION OF CONTRACT PARTICIPATION**

**(SUCCESSFUL PROPOSER(S) MUST SUBMIT BY 5:00 PM THREE BUSINESS DAYS AFTER NOAB NOTIFICATION AS FINALIST.)**

Prior to award of a New Orleans Aviation Board contract, Good Faith Efforts (GFE) are required to be made and demonstrated on all applicable NOAB contracts. Complete and submit this SL/DBE Compliance Form-1, Documentation of Contract Participation. If you have not attained the amount of SL/DBE participation needed to meet the contract goal, you are also required to complete and submit the SL/DBE Compliance Form-2, Documentation of Good Faith Efforts, along with all required supporting GFE documentation. The GFE Guidelines, along with all other compliance forms, are available via [www.flymsy.com](http://www.flymsy.com) -> Business Opportunities -> DBE Program.

**BIDDERS / RESPONDENTS:** *Should the bidder fail to comply with the above request, the bid / proposal shall be considered non-responsive.*

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

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

\_\_\_\_\_ has satisfied the requirements of the bid/proposal specifications for the above  
*Name of Bidder/Respondent Firm*

BID / RFP / RFQ or solicitation by the NOAB in the following manner: *(Please, check the appropriate box.)*

- The Bidder / Respondent is committed to meet or exceed the contract goal of \_\_\_\_\_% SL/DBE utilization on this contract.
- The Bidder / Respondent is unable to meet the SLDBE contract goal, however is committed to a minimum of \_\_\_\_\_% SL/DBE utilization on this contract and has completed and submitted SL/DBE Compliance Form-2, Documentation of Good Faith Efforts, along with all required supporting GFE documentation.

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

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_, TITLE \_\_\_\_\_

**SL/DBE COMMITMENT TO CONTRACT GOAL** *(Attach additional pages, if necessary):*

Tier 1 refers to a firm acting as a Prime. Tier 2 refers to a 1st-level subcontractor. Tier 3 refers to a 2nd-level subcontractor, a sub of a sub.

SL/DBE FIRM NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	SOURCE OF CERTIFICATION (SLDBE or LAUCP)	SCOPE OF WORK	Tier: 1, 2 or 3	Regular Dealer / Supplier	PROPOSED CONTRACT VALUE	
						\$	%
1.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
2.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%



**DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICE  
NEW ORLEANS AVIATION BOARD (NOAB)**

**SL/DBE COMPLIANCE FORM-1  
DOCUMENTATION OF CONTRACT PARTICIPATION**

SL/DBE FIRM NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	SOURCE OF CERTIFICATION (SLDBE or LAUCP)	SCOPE OF WORK	Tier: 1, 2 or 3	Regular Dealer / Supplier	PROPOSED CONTRACT VALUE	
						\$	%
3.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
4.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
5.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
6.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
7.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
8.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
9.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
10.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
11.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
12.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
13.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
14.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
15.		<input type="checkbox"/> SLDBE <input type="checkbox"/> LAUCP			<input type="checkbox"/>	\$	%
<b>TOTALS</b>						\$	%
Toward Goal (If a firm is marked as Regular Dealer / Supplier, only 60% of their participation may be counted towards the goal.)							%



PRIME AND ALL OTHER, NON-SL/DBE SUBCONTRACTORS

	NON-SL/DBE FIRM NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	SCOPE OF WORK	PROPOSED CONTRACT VALUE	
				\$	%
1.				\$	%
2.				\$	%
3.				\$	%
4.				\$	%
5.				\$	%
6.				\$	%
7.				\$	%
8.				\$	%
9.				\$	%
10.				\$	%
11.				\$	%
12.				\$	%
13.				\$	%
14.				\$	%
15.				\$	%
16.				\$	%
17.				\$	%



**DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICE  
NEW ORLEANS AVIATION BOARD (NOAB)**

**SL/DBE COMPLIANCE FORM-1  
DOCUMENTATION OF CONTRACT PARTICIPATION**

	NON-SL/DBE FIRM NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	SCOPE OF WORK	PROPOSED CONTRACT VALUE	
				\$	%
18.				\$	%
19.				\$	%
20.				\$	%
21.				\$	%
22.				\$	%
23.				\$	%
24.				\$	%
25.				\$	%
26.				\$	%
27.				\$	%
28.				\$	%
29.				\$	%
30.				\$	%
31.				\$	%
32.				\$	%
33.				\$	%
34.				\$	%



**DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICE  
NEW ORLEANS AVIATION BOARD (NOAB)**

**SL/DBE COMPLIANCE FORM-1  
DOCUMENTATION OF CONTRACT PARTICIPATION**

	NON-SL/DBE FIRM NAME & ADDRESS	CONTACT PERSON & PHONE NUMBER	SCOPE OF WORK	PROPOSED CONTRACT VALUE	
				\$	%
35.				\$	%
36.				\$	%
37.				\$	%
38.				\$	%
39.				\$	%
40.				\$	%
41.				\$	%
42.				\$	%
43.				\$	%
44.				\$	%
45.				\$	%
46.				\$	%
47.				\$	%
48.				\$	%
49.				\$	%
50.				\$	%
<b>TOTALS</b>				\$	%



DISADVANTAGED BUSINESS ENTERPRISE (DBE) OFFICE
NEW ORLEANS AVIATION BOARD (NOAB)

Contact Procurement for questions, comments, concerns or help with completing this form: procurement@flymsy.com.

SL/DBE COMPLIANCE FORM-2
DOCUMENTATION OF GOOD FAITH EFFORTS

(SUCCESSFUL PROPOSER(S) MUST SUBMIT ALONG WITH SL/DBE COMPLIANCE FORM-1, IF SLDBE GOAL HAS NOT BEEN MET.)

Prior to award of a New Orleans Aviation Board (NOAB) contract, Good Faith Efforts (GFE) are required to be made and demonstrated on all applicable NOAB contracts. If you have not attained the amount of DBE participation to meet the contract goal, you are required to complete and submit this SL/DBE Compliance Form-2, Documentation of Good Faith Efforts, along with all required supporting GFE documentation, in conjunction with the SL/DBE Compliance Form-1, Documentation of Contract Participation. The GFE Guidelines are available via www.flymsy.com -> Business Opportunities -> DBE Program.

BIDDERS / RESPONDENTS: This completed form, along with all required supporting documentation, must be submitted along with the SL/DBE Compliance Form-1 by the successful proposer(s). Should the bidder / respondent fail to comply with this request, the bid / proposal shall be considered non-responsive.

RFP / RFQ / Bid / Solicitation / Other # Bid / Proposal Amount: \$ Date: / /
Project Title:

Name of Bidder/Respondent Firm has satisfied the requirements of the bid/proposal specifications for the above

BID / RFP / RFQ or solicitation by the NOAB in the following manner: (Please, check the appropriate box.)

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

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

PRINTED NAME: SIGNATURE: TITLE

Instructions: Please, complete sections A through D, and include all specific supporting documentation, as outlined below. Attach additional pages, if necessary.

- SPECIFIC PORTIONS OF WORK IDENTIFIED FOR SL/DBE SUBCONTRACTOR: Complete section A.
NOTIFYING CERTIFIED SL/DBEs OF CONTRACTING OPPORTUNITIES: Please, attach a copy of the announcement and written notices distributed to SL/DBEs. Example: Newspaper, e-mail, mail correspondence, and community outreach notices, etc.
INITIAL SOLICITATION & FOLLOW-UP OF INITIAL SOLICITATION: Bidders / Respondents may only solicit from the LAUCP DBE directory located at www.LAUCP.org OR the City of New Orleans' Office of Supplier Diversity directory located at www.nola.gov/economic-development/supplier-diversity/directory/.
NEGOTIATE IN GOOD FAITH: Please, provide a copy of all correspondence documenting negotiation efforts including written rejection notices and copies of SL/DBE and non-DBE quotes.



A. **SPECIFIC PORTIONS OF WORK IDENTIFIED FOR SL/DBE SUBCONTRACTOR:** Please list all selected scopes or portions of work to be performed by SL/DBEs in order to increase the likelihood of meeting the contract goal for this project and the estimated value of each scope or portions of work identified.

Scope or Portions of Work Identified for SL/DBE Participation		Estimated Value	% of Contract Value
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
6		\$	
7		\$	
8		\$	
9		\$	
10		\$	
11		\$	
12		\$	
13		\$	
14		\$	
15		\$	
<b>TOTALS</b>		\$	

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

I. Did you contact the NOAB-DBE OFFICE to request submission of your subcontracting opportunities on the DBE Opportunities page?

YES	NO	Date of Submission
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	



II. Identify publications in which announcements or notifications were placed and published. Include a copy of each announcement or notification.

Source of Advertising/Outreach	What subcontracting areas of work were advertised?	Date of Ad	Due Date & Time for Sub Bids		NOAB VERIFICATION
			Date	Time	
1					
2					
3					
4					
5					

C. **INITIAL SOLICITATION & FOLLOW-UP:** Please complete all fields below. List all certified SL/DBE firms that received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone, or email (with delivery, read receipts and certified firm's response) solicitations. Include copies of the written notice(s) sent to certified firms.

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





SL/DBE FIRM & CONTACT	PHONE	Scope of Work Solicited	Date of Written Notification	Result of Initial Communication	Date of Follow-up and Method of Contact (Phone, Fax, E-mail)		Result of Follow-up Communication
<i>Ex. ABC Company /Jane Smith</i>	<i>(504) 123-4567</i>	<i>Legal services</i>	<i>01/01/14</i>	<i>Will submit a quote</i>	<i>01/10/14</i>	<i>e-mail</i>	<i>Quote received</i>
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							



D. **NEGOTIATE IN GOOD FAITH:** Provide an explanation for any rejected SL/DBE bid or price quotation, unless another SL/DBE is accepted for the same work, as follows:

I. Where price competitiveness is not the reason for rejection, complete all fields below and provide a copy of the written rejection notice including the reason for rejection to the rejected SL/DBE firm. A meeting may be held with the rejected SL/DBEs, if requested, to discuss the rejection.

	SL/DBE Subcontractor	Scope	Date rejection notice sent	Reason	Met with SL/DBE Sub?		
					Yes	No	Not requested
1					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

II. Where price competitiveness is the reason for rejection, complete all fields below, and attach copies of all SL/DBE and non-SL/DBE bid quotes.

	SL/DBE Subcontractor	Scope	Quote	Non-SL/DBE Subcontractor	Scope	Quote	Price Variance (+/-)
1			\$	1		\$	%
2			\$	2		\$	%
3			\$	3		\$	%
4			\$	4		\$	%
5			\$	5		\$	%
6			\$	6		\$	%
7			\$	7		\$	%
8			\$	8		\$	%

**ATTACHMENT "E"**  
**INITIAL QUALIFYING QUESTIONNAIRE**

**Please note, if applicable, all sub-contractors that will be used to provide any of the needed services described herein must complete this form.**

**Identifying Information:**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Principal of Company: \_\_\_\_\_

**Firm Qualifications:**

Date Established: \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_ Employees in Louisiana \_\_\_\_\_

Location of office from which this account will be serviced: \_\_\_\_\_

\_\_\_\_\_

Describe the ownership of your Firm. \_\_\_\_\_

Licensed in the State of Louisiana: \_\_\_\_\_ YES \_\_\_\_\_ NO

Corporate Resolution and/or other documentation authorizing a representative of their business to execute a contract with CNO: \_\_\_\_\_ YES \_\_\_\_\_ NO

Louisiana Producer Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name of licensed Principal(s): \_\_\_\_\_

Have you handled an account with a total cost of risk in excess of \$1,000,000?

\_\_\_\_\_

Do you have experience in providing producer services similar to those outlined in the RFP?

\_\_\_\_\_

Does your firm foresee or anticipate any organizational changes in the next twelve (12) months?

Yes \_\_\_\_\_ No \_\_\_\_\_

Number of Louisiana Public Entity clients you currently provide or have provided Producer of Record Services to: \_\_\_\_\_

Provide an organizational chart indicating the positions and names of the key personnel.

Provide the location of any branch offices/affiliates that will assist in servicing this contract:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**PLEASE NOTE: City/NOAB reserves the right to verify any information provided herein.**

**ATTACHMENT "F"**  
**INVITATION TO PROPOSE**  
**CITY OF NEW ORLEANS**  
**NON-COLLUSION**  
**AFFIDAVIT**

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

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

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

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

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

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

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

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

Subscribed and sworn to, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**ATTACHMENT "G"**

**NOAB CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

**STATE OF LOUISIANA**

**Parish of** \_\_\_\_\_

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

He/she is the \_\_\_\_\_ and authorized representative  
of \_\_\_\_\_, hereafter called "Respondent."

The Respondent submits the attached in response to the solicitation # 8910-\_\_\_\_\_

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

If any owner, officer, or employee of Respondent or any of Respondent's subcontractors (whether identified in response or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state (attach extra sheets if necessary):

A. Name or names of said owner, officer or employee (N/A if none): \_\_\_\_\_  
\_\_\_\_\_

B. Relationship to respondent and/or respondent's subcontractor(s): \_\_\_\_\_  
\_\_\_\_\_

C. Describe relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation: \_\_\_\_\_

D. If respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not (attach letter of explanation).

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

\_\_\_\_\_  
Title

SWORN AND SUBSCRIBED, before me, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(Seal)

My commission expires \_\_\_\_\_

ATTACHMENT H

CITY OF NEW ORLEANS  
TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

REAL ESTATE TAX NUMBER:

PERSONAL PROPERTY TAX NUMBER:

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

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

BUREAU OF REVENUE (Room 1W15)

BUREAU OF TREASURY (Room 1W40)

This clearance covers Occupational License and Sales/Use taxes.

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

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

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

COLLECTOR OF REVENUE DATE

TREASURY CHIEF DATE

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

DIRECTOR OF FINANCE DATE



**CITY OF NEW ORLEANS  
TAX CLEARANCE AUTHORIZATION**

**INSTRUCTIONS**

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1. To complete this form, provide all of the information requested. Failure to fill in ALL information requested will delay processing. If the form is not signed and dated, the form will not be processed.
2. Complete, sign and date the authorization form and submit to the Department with whom you are contracting.
3. This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information.
4. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.
5. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans. It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

**Real Estate/Personal Property Tax**

- Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- A business can visit the City of New Orleans' website, [www.nola.gov](http://www.nola.gov) at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W40, New Orleans, LA. 70112.

**Sales Tax/Occupational License**

- All businesses are required to have a City of New Orleans Sales Tax number.
- If the business is located within Orleans Parish, an Occupational License is also required. If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Revenue account number.
- If a business is not registered, a New Business Application must be completed. The application can be found on the City of New Orleans' website, [www.nola.gov](http://www.nola.gov), at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application. The application can be found on the City of New Orleans' website, [www.nola.gov](http://www.nola.gov), at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees.

Revised Tax Clearance Authorization, April 20, 2012

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ATTACHMENT I

**LIST OF PRIOR OR CURRENT - PUBLIC ENTITY ACCOUNTS**

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

PUBLIC ENTITY Address	TYPES OF POLICIES SERVICED Periods Written	CONTACT PERSON Phone Number
1)	_____	_____
2)	_____	_____
3)	_____	_____

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**PLEASE NOTE: City/NOAB reserves the right to verify any information provided herein. It is not necessary to have three (3) prior or current public entity clients to meet the minimum qualifications.**

ATTACHMENT J

**LIST OF PRINCIPAL MARKETS IN WHICH YOUR FIRM HAS THE GREATEST PREMIUM VOLUME**

Please note that these markets do not have to reflect public entity markets and/or volume.

Name of Firm \_\_\_\_\_

<b>Company Admitted or Non-Admitted</b>	<b>Coverage</b>	<b>Best Rating</b>	<b>In House/ Brokered</b>	<b>Annual Premium</b>
1. _____				
2. _____				
3. _____				

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**PLEASE NOTE: The City/NOAB reserves the right to verify any information provided herein.**

**ATTACHMENT K**  
**DIRECT ACCESS TO STANDARD MARKETS**

Name of Firm \_\_\_\_\_

1. Travelers Insurance Company

- a. Please advise if you have a contract with the Travelers Insurance Company.
- b. If you do not have a contract with Travelers Insurance Company, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for the City of New Orleans. i.e. Commission to the Wholesaler/Broker and/or Wholesaler/Broker Fee

2. National Union Fire Insurance Company

- a. Please advise if you have a contract with National Union Fire Insurance Company (AIG).
- b. If you do not have a contract with AIG, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for the City of New Orleans. i.e. Commission to the Wholesaler/Broker and/or Wholesaler/Broker Fee

3. Hartford Insurance Company

- a. Please advise if you have a contract with the Hartford Insurance Company.
- b. If you do not have a contract with Hartford Insurance Company, please advise how you would access them. List the Wholesaler/Broker that you would go through to access them and what, if any, additional premium would this generate for the City of New Orleans. i.e. Commission to the Wholesaler/Broker and/or Wholesaler/Broker Fee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**PLEASE NOTE: The City/NOAB reserves the right to verify any information provided herein.**