

Request for Proposals

DOWNTOWN DEVELOPMENT DISTRICT OF THE CITY OF NEW ORLEANS

Open Space and Parks Cultural Activation Plan
RFP #2024 - 20 - 03



Downtown Development District
201 St. Charles Avenue, Suite 3912
New Orleans, LA 70170
(504) 561-8927

PUBLIC NOTICE

REQUEST FOR PROPOSALS

Downtown Development District
of the City of New Orleans

Open Space and Parks Cultural Activation Plan
RFP #2024 - 20 - 03

The mission of the Downtown Development District is to drive the development of Downtown New Orleans and be the catalyst for a prosperous, stimulating, innovative heart of the Crescent City.

Notice is hereby given that a Request for Proposals for Professional Planning Services for the Open Space and Parks Cultural Activation Plan will be received by the Downtown Development District of the City of New Orleans (DDD) located at 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, until February 19, 2024 at 2:00 pm, central time.

For more information send name, address, phone number and email address to Stuart Taylor, Finance Specialist, at staylor@downtownnola.com

The DDD reserves the right to accept or reject any and all items or portions of items received.

Davon N. Barbour
President & CEO

REQUEST FOR PROPOSALS

DOWNTOWN DEVELOPMENT DISTRICT
OF THE CITY OF NEW ORLEANS

OPEN SPACE AND PARKS CULTURAL ACTIVATION PLAN
RFP #2024 - 20 - 03

TABLE OF CONTENTS

- I. The Request for Proposals
- II. General Instructions
- III. Scope of Work
- IV. Contract Requirements
- V. DBE Compliance Requirements & New Paths Program
- VI. Documents Incorporated By Reference

Exhibits and Attachments

- Exhibit “A” - Qualifications for Award
- Exhibit “B” - Required Services/Scope of Work
- Exhibit “C” - Reporting Requirements
- Exhibit “D” - Contract Documents

- Attachment “1” - Proposer’s Guarantee
- Attachment “2” - Proposer’s Warranty
- Attachment “3” - Non-Collusion Statement
- Attachment “4” - Proposer’s Affidavit
- Attachment “5” - Qualification Form
- Attachment “6” - Proposal Form
- Attachment “7” - Statement of DBE Compliance

I. REQUEST FOR PROPOSALS

The Downtown Development District (“DDD”) invites a response from a professional corporation, partnership, or an individual or team possessing the qualifications to perform the certain services set forth in Exhibit “B,” attached hereto and made part hereof.

Proposers are hereby notified that a complete proposal shall consist of the following: (1) three professional references; (2) an itemized price estimate for the work outlined in Section III, and Exhibit “B” (Scope of Work), below; (3) acknowledgment of any amendments; and (4) completed and signed Proposer Guarantees, Proposer Warranties, Non-Collusion Statement, Proposer’s Affidavit, Qualification Form, and DBE Compliance Requirements (Attachments 1-7). Should a Proposer fail to furnish a complete proposal, as determined by the DDD, the proposal may be rejected. Additionally, should a Proposer take exception to the requirements or specifications as provided herein, without prior DDD approval, the Proposer’s proposal shall be rejected. An original and two copies of proposals shall be delivered or mailed to: Downtown Development District, Attn: RFP # 2024-20-03 ,201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana, 70170. Proposals not received in the office at the address indicated above, and by the time and date for receipt of proposals set forth herein, shall be returned to Proposer unopened.

II. GENERAL INSTRUCTIONS

1. DEFINITIONS

- A. “RFP” shall refer to the entire set of documents associated with this Request for Proposals, as well as any attachments hereto.
- B. “DDD” shall refer to the entity known as the Downtown Development District, and DDD approval shall be understood to mean authorization of the Downtown Development District Board of Commissioners or its duly authorized representative.
- C. “District” shall refer to the area known as the Downtown Development District which is bound by the Mississippi River, the Pontchartrain Expressway, Claiborne Avenue, and Iberville Street.
- D. “Contract” shall refer to the Contract for the services set forth herein as executed between the Proposer and the DDD pursuant to the RFP and the Contractor’s proposal, and any other documents attached hereto and made part hereof.
- E. “Contractor” shall refer to the Proposer selected by the DDD to provide the services set forth herein.
- F. “Change Order” shall refer to any written modification of the Contract signed by the DDD and the contractor.
- G. “Total Price” shall refer to the amount stated in the Proposal Form as the Total Price for the project.

2. PROPOSALS

Proposals will be received at the office of the DDD, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, until the 19th day of February, 2024 at 2:00 p. m. Central Time.

3. PROPOSAL PERIOD

All proposals must remain valid until the DDD executes the Contract for services herein, but this period shall not exceed one hundred twenty (120) days from the proposal due date.

4. GUARANTEE

Each Proposer must submit a fully completed and executed Proposer’s Guarantee, attached hereto and made part hereof as Attachment “1”.

5. WARRANTY REQUIRED

Each Proposer must submit a fully completed warranty, attached hereto and made part hereof as Attachment “2”.

6. INSURANCE CERTIFICATES

All Proposers must provide proof of insurance as set forth herein at Section IV, Subsection 4, and Attachment "2", attached hereto and made part hereof.

7. NON-COLLUSION STATEMENT

Each Proposer must submit completed and executed non-collusion statement, attached hereto and made part hereof as Attachment "3".

8. AFFIDAVIT

Each Proposer must submit a fully completed and notarized Proposer's Affidavit, attached hereto and made part hereof as Attachment "4".

9. QUALIFICATION FORM

Each Proposer must submit a fully completed Qualification Form, attached hereto and made part hereof as Attachment "5". Financial information contained in the Qualification Form shall be subject to public records requests. The DDD reserves the right to disqualify any Proposer, who, in the DDD's opinion does not have adequate qualifications to fulfill the Contract.

10. PROPOSAL FORM

Proposals must be made upon the Proposal Form, attached hereto and made part hereof as Attachment "6". For a proposal to be considered, the Proposer must submit a fully completed Proposal Form, together with a proposed work schedule, if applicable, as set forth at Section III, Subsection 4 of this Request for Proposals. The Proposer shall submit only one (1) proposal.

11. RESPONSIBILITY TO EXAMINE PROPOSAL

Proposers shall carefully examine all of the requirements of this RFP and shall evaluate all of the circumstances and conditions affecting the scope of work and their proposal. Failure on the part of any Proposer to make such examination and to investigate the District thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions and requirements of this RFP.

12. WRITTEN AND ORAL EXPLANATIONS

Should a Proposer find a discrepancy in or an omission from this RFP or should he be in doubt as to any meaning therein, the Proposer shall at once notify the DDD in writing. Upon submission of the aforesaid notice to the DDD, the DDD will send written instructions to all Proposers. Any such notice from a potential Proposer must be received by the DDD within five (5) days from the 1st day that this RFP is advertised, which would be by close of business on Monday, February 5th, 2024. The DDD will not be responsible for any oral instructions.

13. ADDENDA

The DDD reserves the right to amend the instructions, general and special condition, scope of work, and specifications of this RFP up to the time set for proposal opening. Copies of such amendments shall be furnished to all prospective Proposers who have been issued a bid package. Where such amendments require significant changes in the scope of work, the date set for opening proposals may be postponed by such number of days as in the opinion of the DDD shall enable prospective Proposers to revise proposals; provided, however, that, if the necessity arises to issue an addendum modifying the scope of work of specifications within the five (5) calendar day period prior to the advertised time for the opening of proposals, the opening of proposals shall be extended one (1) week. Addenda shall be part of the RFP and the Contract, and receipt of all addenda shall be acknowledged in the Proposal Form by each Proposer.

14. ANALYSIS OF PROPOSALS RECEIVED

The DDD reserves the right to: (A) analyze the Proposer's offered price submitted on the basis of the Total Price and the services rendered, and (B) investigate thoroughly the financial status, experience, and record of each Proposer, with the award being based upon the aforesaid comparative qualities, as well as the prices and other information provided by each Proposer.

If only one proposal is received in response to this RFP, a detailed cost proposal may be requested of the single Proposer. A cost/price analysis and evaluation may be performed in order to determine if the price is fair and reasonable.

15. REJECTION OR UNACCEPTABLE PROPOSALS

The DDD reserves the right to reject any proposal from a person, firm or corporation which is in arrears or is in default to the DDD, on any debt or contract, or which has defaulted as surety or otherwise, upon any obligation to the DDD, or has failed to perform faithfully the obligations of any previous contract with the DDD.

The DDD reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to cancel this RFP in whole or in part at any time, and to accept the proposal which, in the judgment of the DDD, even though it does not offer the lowest monthly dollar cost, is deemed the most advantageous for the DDD. Any proposal which is incomplete, obscure, or which contains irregularities of any kind, may be rejected. In the event of default of the successful proposer, or the proposer's refusal to enter into the Contract with the DDD, the DDD reserves the right to accept the proposal of any other proposer. Conditional proposals, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

16. CONTRACT REQUIRED

The successful Proposer shall be required to enter into a contract with the DDD within ten (10) days after being advised of the award.

17. COOPERATION WITH ALL PARTIES

Proposers are hereby made aware of the necessity for the successful Proposer to cooperate in all ways possible with the DDD, and its representatives, with the City of New Orleans and its various departments.

18. QUALIFICATIONS FOR AWARD

Award of this contract shall be based on the rating of criteria prescribed by the DDD, which may include, but not be limited to the criteria set forth in Exhibit “A”, attached hereto and made part hereof.

19. PROPOSAL WITHDRAWAL

Prior to the date and time set for the proposal opening, proposals may be modified or withdrawn by the Proposer’s authorized representative in person or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his own identity known and shall sign a receipt for the proposal. Written notices shall be received at the DDD office no later than the exact date and time scheduled for the proposal opening. After the proposal opening, proposals may not be withdrawn for a period of one-hundred twenty (120) calendar days.

20. PERMITS AND LICENSES

The successful Proposer is responsible for obtaining any permits required to perform services specified in this RFP. In addition, all work shall be accomplished in accordance with all appropriate codes and regulations and performed by licensed companies, if and as required.

22. PROCUREMENT POLICY

This RFP is and does conform to the guidelines set out by the DDD’s Procurement Policy. All RFP proposals will be evaluated according to those guidelines.

III. SCOPE OF WORK

1. **General Scope of Work.** The DDD requests that the Proposer act as an Independent Contractor (“Contractor”) to perform the services set forth in Exhibit B, attached hereto and made part hereof.
2. **Price.** The price estimate for the work outlined in this Section III and described in Exhibit “B”, attached hereto and made part hereof.
3. **Quality of Work.** The Contractor shall provide the services required herein in a workmanlike and professional manner, shall conform to professional and industry standards, and if applicable, shall keep all areas in a clean, orderly, and safe condition, and satisfactory to the DDD at all times. The Contractor agrees to be bound by all applicable Federal, State, Parish and Municipal laws, ordinances, and regulations to the same extent as if said requirements were expressly written herein.
4. **Personnel.** The Contractor must provide a plan detailing the number of workers, man-hours, and job tasks for each employee. The Contractor must provide a sufficient number of employees and/or man hours to complete the services requested herein by the DDD.
5. **Equipment.** Any and all equipment purchased for this Contract by the DDD shall only be used by the Contractor in the performance of this Contract and shall have the DDD name prominently displayed thereon.
6. **Supplies.** The Contractor shall bear at its own expense all cost of operating business and furnishing any maintenance services and shall pay costs connected with the fulfilling of this Contract. The Contractor will be required to supply and furnish at its sole cost any and all supplies to be used in the furtherance of properly executing any maintenance services provided herein.
7. **Safety Regulations.** The Contractor shall comply with the Occupational Safety and Health Act of 1970 (as amended) as well as other applicable Federal and State safety regulations.
8. **Reporting Requirements.** The Contractor shall provide reports at a time specified by the DDD, as provided in Exhibit “C”, attached hereto and made part hereof. These reports shall include the information requested by the DDD as set forth in Exhibit “C”.
9. **Deliverables.** The Contractor shall provide the DDD with deliverables as specified in, and in accordance with the schedule set forth in this RFQ.

IV. CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

The documents described in Exhibit “F”, attached hereto and made part hereof, shall be components of the Contract to be executed between the Contractor and the DDD:

2. CONTRACT TERM

The Contract term shall commence upon execution and terminate within one (1) year.

The DDD shall have 1 six-month renewal option upon sixty (60) days written notice to Contractor.

3. CANCELLATION/TERMINATION OF CONTRACT

A. **For convenience.** The performance of services under this Contract may be terminated by the DDD in whole or in part, with 60 days notice, whenever the DDD shall determine that such termination is in the best interest of the DDD. Any such termination shall be effected by delivery to the Proposer of a notice of termination specifying the extent to which performance of services under the contract is terminated and the date upon which such termination becomes effective.

B. **For cause.** The DDD shall have the right to cancel this Contract immediately if the Contractor fails to fulfill any of the requirements, terms, or conditions of this Contract as determined by the DDD. The DDD may terminate this Contract in whole or part by written notice of default to the Proposer if the Proposer fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as the DDD may authorize in writing) after receipt of notice from the DDD specifying such failure. If the contract is terminated in whole or in part for default, the DDD may procure similar services upon such terms and in such a manner as herein specified. The Proposer shall be liable to the DDD for any excess costs for such similar services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. **By mutual agreement.** This contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties.

Upon termination of this Contract, through expiration or otherwise, the Contractor shall aid the DDD in all ways possible for continuing to furnish the services covered by this Contract on the same terms and conditions until a new contract takes effect, if the DDD desires such a continuance.

4. INSURANCE AND INDEMNITY

Contractor agrees to indemnify and save harmless the DDD, and the City of New Orleans from all fines, suits, claims, demands, actions or judgments of any kind and nature accruing against Proposer or the DDD and the City of New Orleans for loss of life, injury or damage to persons or property, or misappropriation or infringement of copyright or other intellectual property growing out of, resulting from, or by reason of any act or omission connected in any way with the operations of Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge of performance of services under this Agreement. Contractor assumes all the risk in the operation of its business in connection with the performance of the services called for under this Agreement, and shall be solely responsible and answerable in damages for any and all accidents, injuries or other harms to persons or property that arise as a result of its performance of the services called for under this Agreement.

Contractor shall maintain acceptable policies of insurance protecting Contractor, the DDD and the City of New Orleans against public liability for personal injury and property damage, Worker's Compensation, and Employer's Liability.

The Contractor will be required to provide at the signing of this contract and to maintain during the entire term of this Contract the following insurance policies naming the DDD and its commissioners, directors and employees as co-insured:

A. General Liability

- a. \$1,000,000 per occurrence
- b. \$2,000,000 Aggregate
- c. Additional Insured and Waiver of Subrogation in favor of the DDD and the City of New Orleans. Documentation must be supplied to DDD.

B. Professional liability coverage in the amount of \$1,000,000;

C. Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000;

D. Workers' Compensation coverage in the following amounts:

- a. \$100,000 for each accident
- b. \$100,000 for employee disease
- c. \$500,000 for each policy limit disease

E. Insurance Company Rating

Insurance carriers must have A.M. Best rating of at least A VII. Documentation must be supplied to DDD.

F. Contractor shall provide the DDD and the City of New Orleans with certificate(s) of insurance evidencing the aforesaid coverage.

The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine and that the terms and conditions agreed to are

binding upon the parties. Upon the Agreement being accepted, both parties will validate copies of the facsimile forthwith.

Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of residence other than in the Parish of Orleans. To ensure that the selected Proposer will be able to furnish the required insurance at the signing of this Contract, it is hereby required that all Proposers must have these coverages currently in force for their present business operations and proof of this present coverage must be provided to the DDD immediately upon demand.

5. ASSIGNMENT OF CONTRACTS

No portion of this contract may be assigned, transferred, or subcontracted without the prior written approval of the DDD. If allowed to subcontract, no sub-Proposer may be replaced without the prior written approval of the DDD.

6. PAYMENTS FOR SERVICES

The DDD will pay for services rendered under this Contract in accordance with its normal accounting procedures. No payments will be made until after the services have been rendered.

To be paid under this Contract, the Contractor shall at the time of delivery of deliverable send a detailed bill for the services rendered to: Accounts Payable, Downtown Development District, 201 St. Charles Ave., Suite 3912, New Orleans, LA 70170.

The Contractor should not expect to receive its payment until four (4) weeks after the Contractor's billings have been approved by the DDD. In this regard, it is imperative that the Contractor be financially sound and able to fund operations under this Contract for at least two (2) months from its own resources.

Under no circumstances shall the above referenced delay in payments by the DDD be considered as just cause for the Contractor to not furnish the services required herein.

7. TAXES

Contractor shall pay any charges or taxes assessed and/or levied upon this Contract, upon the performance of these services by the Contractor, upon any real property used by the Contractor located within the District or elsewhere, or upon the Proposer due to the operation of its business under this Contract.

8. NON-WAIVER

Any waiver or any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the DDD from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

9. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

To District: Davon Barbour
President & CEO
Downtown Development District
201 St. Charles Avenue, Suite 3912
New Orleans, Louisiana 70170

To Contractor: _____

Communications in connection with this contract shall be in writing and shall be delivered personally, by facsimile, by email or by regular, registered or certified mail addressed to the DDD and the Proposer. Telephone calls may be used to expedite communications but shall not be official unless confirmed in writing.

Communications shall be considered received at the time actually received by the designated representative of the DDD and/or the Proposer.

10. ATTORNEY’S FEES

In the event any action, suit or proceeding is brought to enforce compliance with the Contract or for failure to observe any of the covenants of the Contract, Contractor agrees to pay the DDD such sums as are reasonable and necessary as attorney’s fees and costs to pursue said suit, action or proceeding.

11. EQUAL EMPLOYMENT OPPORTUNITY

In connection with this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, handicap, color or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, color, handicap, sex, or national origin. Such action shall include, but not be limited to the following: recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

12. CONFLICT OF INTEREST

No employee, officer or agent of the DDD shall participate in the selection or in the ward or administration of this contract if a conflict of interest, real or apparent, is involved. See Attachment “3” Non-Collusion Statement, attached hereto and made part hereof.

13. STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes, the Contractor shall be considered an independent Contractor as defined in R.S. 23:1021 (6), and, as such, the DDD shall not be liable to the Contractor for benefits or coverage provided by the Workers’ Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.) and, further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the DDD for the purpose of workers’ compensation coverage.

14. APPLICABLE LAW

This contract shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana. The Contractor shall comply with all applicable laws of the State of Louisiana, the United States and local ordinances.

15. AUDIT AND INSPECTION OF RECORDS

The Contractor agrees that the DDD, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to the work, and to audit the books, records, and accounts with regard to the work. Further, Contractor agrees to maintain all required records for at least three (3) years after DDD has made final payment and all other pending matters are closed.

16. CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether from DDD, its agent or assigns, or other sources, or generated by Contractor pursuant to this Contract shall not be used for any purpose other than fulfilling the requirements of this Contract. Contractor further agrees to keep in absolute confidence all data relative to the business of DDD, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial and confirmation of any part of the work hereunder shall be made by Proposer without the prior written approval of the DDD.

17. DAMAGE OR DESTRUCTION OF AREAS

Neither party to this contract shall be responsible to the other party hereto for any delays or failure to perform caused by circumstances beyond the immediate control of the party prevented from performing, including but not limited to strikes, acts of God, and severe fuel, power, labor or material shortages.

18. BROKERAGE FEE

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon an arrangement for commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the DDD the right to terminate the Contract or, at the discretion of the DDD, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or commissions secured or made through bonafide established commercial or selling agencies maintained by the Contractor. No employee of the DDD shall be permitted to share any part of this Contract or any benefit that may arise from, and any Contract made by the DDD in which any such employee shall be personally interested shall be void, and no payments shall be made thereon by the DDD or any officers thereof, but this provision shall be construed to extend to this Contract if made with a corporation for its general benefit.

V. DBE COMPLIANCE REQUIREMENTS & NEW PATHS PROGRAM

1. REQUIRED RFP, RFQ, BID AND CONTRACT PROVISIONS

Required RFP, RFQ, and Bid Solicitation Language. Absent a written waiver from the President & CEO, every DDD RFP, RFQ, and bid solicitation for services, goods or construction shall include the following provisions:

A. DBE Program Compliance

The requirements of the DDD's DBE Program apply to this contract. It is the policy of the DDD of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon satisfying the requirements of the DBE Program. A DBE contract goal of a minimum of **35%** has been established for this contract. The offer or/bidder shall agree to use its best efforts, as determined by the DBE Compliance Officer in accordance with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this contract. Only prime contractors who are certified DBEs will be awarded the full amount of points allowed under this RFP for these criteria.

B. DBE Participation

In order to be deemed responsive, the Proposer or/bidder shall be required to submit the following information:

- i. the names and addresses of all DBE firms that will participate in the contract;
- ii. the dollar amount commitment of the participation of each DBE firm participating in the contract;
- iii. written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (i) and (ii) above; and,
- iv. if the contract goal is not met, evidence of best efforts.

C. DBE Program Compliance

Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the DDD's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the DDD's Policy for the DBE Program.

D. DBE Compliance Reporting

Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- i. the name and business address of each DBE involved in the contract;
- ii. a description of the work performed and/or the product or service supplied by each DBE;
- iii. the date and amount of each expenditure made to a DBE; and,
- iv. such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract.

E. Access to Books and Records

Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

VII. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated herein by reference:

- Exhibit "A" - Qualifications for Award
- Exhibit "B" - Required Services/Scope of Work
- Exhibit "C" - Reporting Requirements
- Exhibit "D" - Contract Documents

The following documents to be completed and executed by Proposer are incorporated herein by reference:

- Attachment "1" - Proposer's Guarantee
- Attachment "2" - Proposer's Warranty
- Attachment "3" - Non-Collusion Statement
- Attachment "4" - Proposer's Affidavit
- Attachment "5" - Qualification Form
- Attachment "6" - Proposal Form
- Attachment "7" - Statement of DBE Compliance

Exhibit “A”

QUALIFICATIONS FOR AWARD

The President and Chief Executive Officer of the DDD will establish the Selection Committee with relevant subject-matter expertise in reviewing and evaluating responses to a solicitation.

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (pass/fail basis), from which final selection for contract award will ultimately be made.

Stage II of the evaluation process will be reserved for firms included in the competitive range only and will be the basis for ultimate contract award. Scoring, defined on page 19 of this RFP, will be based upon how well the proposal meets the criteria established in this RFP. During Stage I of the evaluation process, proposals will be evaluated and scored by a Selection Committee. There is a maximum of ninety (90) points to be earned in Stage I. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion as defined in this RFP. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process will entail interviews and/or presentations with the respondents included on the short list. There are a maximum of ten (10) points to be earned during Stage II. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of the DDD’s requirements with respect to this RFP, promote the understanding of the respondents’ proposals, and to arrive at agreeable contract terms.

Therefore, the Proposer’s total score is calculated by the following: Stage I Score + Stage II Score = Total Score.

DDD will award a contract(s) resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous, technical, price and other factors specified herein considered.

Award of this contract shall be based on the rating of criteria prescribed by the DDD, which may include, but not be limited to the criteria set forth below:

Stage I Scoring: Proposal Submission

Only firms receiving a minimum of seventy-five (75) points will be invited to advance to Stage II for an interview.

1.	Background/General Qualifications	30
	a. Experience and training of principal and staff	
	b. Years in business	
	c. Similar work products	
2.	Approach to Providing Proposed Scope of Services	30
	a. Evidence that the proposer is capable of providing services	
	b. Quality of proposed staffing and work plan	
	c. Demonstrated knowledge of the characteristics and needs of the DDD	
3.	Pricing	5
4.	Previous Work Examples	15
	a. Quality of previous work samples provided	
5.	DBE Program Participation	10
	Total Score Stage One:	<u>90</u>
	Stage Two Scoring: Interview (10 Points)	<u>10</u>
	STAGE I + STAGE II = TOTAL SCORE	<u>100</u>

Exhibit “B”

REQUIRED SERVICES/SCOPE OF WORK

The Downtown Development District (DDD) was recently awarded a grant by the City of New Orleans Recreation and Culture Fund to develop a Parks and Open Space Cultural Activation Plan. As cities recover from the changes resulting from the pandemic, many downtowns are rethinking their public spaces and urban parks to help spur revitalization and reimagine what our downtowns can and should be for the public. DDD is seeking a consultant to assist with the conceptualization of infrastructure upgrades and potential programming that turns underutilized parks and open spaces into iconic, interactive, and inclusive public spaces. Such upgrades may include art installations, green infrastructure with educational components, unique and creative playgrounds, regular cultural events and programming, kiosks and refreshment concessions, etc.

Throughout the District, there are numerous parks and open spaces that are underutilized and ripe for activation through both cultural and recreational uses. These parks include, but are not limited to, Piazza d’Italia, Mississippi River Heritage Park, St. Mary’s Park, Legacy Park, Molly Marine Plaza along Elk Place, etc. Note: this plan will not include Duncan Plaza, Harmony Circle, nor Spanish Plaza as there are currently plans in place for those locations.

Further, the DDD seeks to collaborate with culture-bearers and cultural organizations to promote their work to the general public and seek input on the development of interactive and unique activations for Downtown parks. The final plan will include a portfolio of potential community-driven projects and programs for implementation with cost estimates that can be used in raising funds through future grant applications and philanthropy.

The Downtown Parks and Open Space Cultural Activation Plan aims to:

- Increase funding to support programs and projects in Downtown parks.
- Increase foot traffic in Downtown parks.
- Increase public perception of public spaces in Downtown New Orleans.
- Renew interest in use of public spaces and parks Downtown.
- Increase revenue and access to local artists and culture-bearers.
- Provide greater access to New Orleans youth for recreation.

The anticipated budget for this project will not exceed \$100,000. The DDD is looking to complete the plan by December 31, 2024.

I. Project Management

a. Project Status Meetings

- i. Consultant will lead monthly project status meetings with the DDD to discuss progress, etc. on the planning process.
- ii. Consultant will prepare agendas and distribute to DDD staff prior to meetings.

b. Project Administration

- i. Consultant will provide monthly progress reports with invoicing and conduct general project administration as necessary.

Deliverables:
Monthly Status Meetings / Agendas
Progress Reports / Invoices

II. Existing Conditions

- a. Existing Plan Review
 - i. Consultant will review existing local and regional plans to understand planning context and determine previously shared goals and visions for both Downtown and New Orleans and its open spaces / parks and the cultural economy. This may include the City of New Orleans Master Plan, New Orleans Citywide Park and Recreation Plan, etc.
- b. Inventory of Parks and Open Spaces
 - i. Consultant will develop an inventory of all parks and open spaces with information including, but not limited to: size, ownership, existing infrastructure, existing programming, etc. Note: while this plan will not include Harmony Circle, Spanish Plaza, or Duncan Plaza. However, they will be included in the inventory.
- c. Stakeholder Visioning Exercise
 - i. Consultant will hold a visioning exercise with key stakeholders identified by the DDD to develop a strong vision statement for the plan. The draft vision statement will be workshopped through public engagement efforts and may be revised, as needed.

Deliverables:

1. Existing Plan Review Memo (based on description above)
2. Parks and Open Space Inventory (including GIS shapefiles)
3. Stakeholder Visioning Materials and Vision Statement

III. Public Engagement

- a. Stakeholder Interviews
 - i. Consultant will conduct up to 10 interviews with key Downtown stakeholders identified by the DDD – such stakeholders may include elected officials, DDD staff, business executives, local culture bearers, and community leaders, etc.
- b. Stakeholder Advisory Committee
 - i. Consultant will convene a Stakeholder Advisory Committee comprised of up to 10 members identified by the DDD. Consultant will hold up to 4 meetings to workshop planning framework, present status of planning effort, and solicit feedback. One of the 4 meetings will include the Stakeholder Visioning Exercise described in Section II.
- c. General Outreach
 - i. Consultant will conduct a series of public outreach activities to share components of the plan and solicit feedback from the general public. Specific activities will include:
 1. Survey – online survey for distribution to general stakeholders both within and outside of Downtown neighborhoods.

2. Public Meetings – consultant will hold up to 2 public meetings in a Downtown location secured by DDD to present preliminary findings and solicit feedback on the final plan.
3. Social Media – consultant will develop attractive social media and online engagement collateral for use by the DDD in sending out survey and meeting invitations.

Deliverables:

- Interview Questions / up to 10 interviews
- Meeting Materials / up to 4 Stakeholder Advisory Committee meetings
- Meeting Materials / up to 2 public meetings
- Social Media collateral for survey and meetings

IV. Implementation Programs and Projects

- a. Based on feedback received from public engagement, current local and regional planning frameworks, analysis of existing inventory conditions, and best practices in urban parks and open space activation, consultant will develop priority programs and infrastructure projects for implementation. Strategies developed will be mindful of DDD’s jurisdictional authority and leverage partnerships where applicable.
- b. Consultant will develop a portfolio of project “one-pagers” to include sample renderings, cost estimates, site plans, partnership information, etc. for DDD use in soliciting funds from grant agencies and philanthropic donors.
- c. It is the goal of the DDD to utilize a lens of equity and economic inclusion throughout the projects and programs developed, including the elevation of local culture-bearers / artists and their work.

Deliverables:

- Implementation Programs and Projects Report with One Pagers

V. Final Report and Branding

- d. Branding and Logo
 - i. Consultant will develop unique branding specific to the Open Space and Parks Cultural Activation Plan effort – note: proposed branding must be consistent with the DDD brand guidelines.
- e. Draft Report
 - i. Consultant will develop a draft final report using Adobe Illustrator or InDesign using agreed upon branding guidelines and high-quality images, etc.
 - ii. Draft final report will be reviewed by the DDD prior to finalizing for publication and comment from the public.
- f. Final Report
 - i. Consultant will prepare final report and deliver both PDF and Adobe native files for DDD use.

Deliverables:

- Branding Guidelines and Logo
- Draft Report
- Final Report and Presentation to DDD Board of Commissioners and/or Board of Directors of Downtown Development Unlimited (DDU)

Exhibit “C”

REPORTING REQUIREMENTS

The Contractor shall provide complete monthly reports which shall be submitted to the DDD by the 15th day of each month.

The aforesaid reports shall include, but not be limited to the following information:

- Statement of work completed during the previous month.
- % of work completed during the previous month for each scope item.
- Determination of any issues affecting project schedule.

Exhibit “D”

CONTRACT DOCUMENTS

The following documents shall be components of the Contract to be executed between the Contractor and the DDD:

- Contract for Professional Services
- Any authorized Amendment(s) to Contract
- Any authorized Change Orders
- Specifications
- Attachment “1” - Proposer’s Guarantee
- Attachment “2” - Proposer’s Warranty
- Attachment “3” - Non-Collusion Statement
- Attachment “4” - Proposer’s Affidavit
- Attachment “5” - Qualification Form
- Attachment “6” - Proposal Form
- Attachment “7” - Statement of DBE Compliance

Attachment 1

PROPOSER'S GUARANTEES

The Proposer certifies it can and will provide and make available all services set forth in Scope of Work and Time Requirements.

Signature of Official: _____

Name (print or type): _____

Title: _____

Firm: _____

Date: _____

LIST OF PRINCIPALS

The names and titles of the Proposer's principals are:

1. _____

2. _____

3. _____

4. _____

5. _____

Proposer: _____

Signature: _____

Name: _____
(Print or Type)

Address: _____

City/State/Zip: _____

Area Code & Phone: _____

Attachment 2

PROPOSER'S WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Louisiana laws with respect to foreign (non-state of Louisiana) corporations.

- B. Proposer warrants that, if it is awarded the contract, it is willing and able to obtain the following insurance coverages with policy limits in accordance with Downtown Development District specifications:
 - 1) General Liability
 - a) \$1,000,000 per occurrence
 - b) \$2,000,000 Aggregate
 - c) Additional Insured and Waiver of Subrogation in favor of the DDD and the City of New Orleans. Documentation must be supplied to DDD.

 - 2) Professional liability coverage in the amount of \$1,000,000;

 - 3) Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000;

 - 4) Workers' compensation coverage in the following amounts:
 - a) \$100,000 for each accident,
 - b) \$100,000 for employee disease,
 - c) \$500,000 for each policy limit disease;

 - 5) Insurance Company Rating
 - a) Insurance carriers must have A.M. Best rating of at least A VII. Documentation must be supplied to DDD.

 - 6) Contractor shall provide the DDD and the City of New Orleans with certificate(s) of insurance evidencing the aforesaid coverage.

- C. Proposer warrants that it will not delegate or subcontract its responsibilities under the contract without the prior written permission of the DDD.

- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

Attachment 3

NON-COLLUSION STATEMENT

The undersigned does hereby attest that he/she is a partner of the firm, officer of the corporation, or individual making the foregoing proposal or proposal, that said proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or to refrain from bidding, collusion, or communication or conference, with any person, to fix the proposal price or affiant or any other proposer or to fix any overhead, profit or cost element, or that of any other proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said proposal are true.

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

Attachment 4

PROPOSER’S AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ORLEANS

_____, being first duly sworn, deposes and says:

Individual Only: That he is an individual doing business under the name of _____ at _____ in the City of _____, State of _____,

Partnership Only: That he is the duly authorized representative of a partnership doing business under the name of _____, in the City of _____, State of _____,

Corporation Only: That he is the duly authorized, qualified and acting _____ of _____, a corporation organized and _____ existing under the laws of the State of _____,

and that said Individual, Partnership or Corporation is filing herewith a proposal to the Downtown Development District in conformity with the attached Request for Proposals for - _____.

Individual Only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Attachment 4 (continued)

Affiant further says that he is represented by the following resident agents in the City of New Orleans:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Partnership Only:

Affiant further says that the following is a complete and accurate list of the names and addresses of members of said partnership:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Affiant further says that he is represented by the following resident agents in the City of New Orleans:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

Attachment 4 (continued)

Corporation Only:

Affiant further says that the following is a complete and accurate list of the officers and directors of said corporation, as listed on the most current annual report on file with the Secretary of State:

	NAME	ADDRESS
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Manager or Agent	_____	_____

and that the following officers are duly authorized to execute Contracts on behalf of said Corporation:

Affiant further says that the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that said Proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof or the contents thereof, or divulged information or date relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the aforesaid Contract, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said Proposer has not paid or will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing the aforesaid Contract(s) in the event the same are awarded to

Name of Individual, Partnership or Corporation

By: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

NOTARY PUBLIC

Attachment 5

QUALIFICATION FORM

Proposers shall present evidence that they are fully competent and have the necessary ability, experience and financial resources to fulfill the requirements as stipulated herein.

Proposers shall meet the certain minimum experience and reference requirements, set forth herein, in order to be considered by the DDD. Disqualification shall be the result of a Proposers non-compliance or inability to comply with the stated requirements.

All proposers must submit this Qualification Form with all questions completely answered. The information shown on the financial balance sheet of said Form, shall be held confidential.

(A) Experience: The Proposer warrants that it has been continuously engaged in the requested line of business in the New Orleans Metropolitan Area for the five (5) year period preceding the proposal deadline.

1) For purposes of verification, the following information must be provided:

Name of Business: _____

Business Address: _____

Telephone Number: _____

Local Business Address: _____

Local Telephone Number: _____

License Types and Numbers: _____

If an Individual:

Start Date of Business: _____

If a Corporation:

Date of Incorporation: _____ In what State: _____

If a Partnership

Date of Organization: _____

General or Limited Partnership: _____

Contract Recorded: _____

County or Parish, State and Date

Attachment 5 (continued)

2) List below three business organizations that can attest to the continuous operation of the firm over the past five (5) years:

a) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

b) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

c) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

(B) Job References: The Proposer must provide three (3) references of firms for whom the firm has performed the kind of service described herein, specifically in Attachment “A”, below, within the past five years.

1) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

2) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Attachment 5 (continued)

- 3) Company Name: _____
- Address: _____
- Contact Person: _____
- Telephone Number: _____

(C) Additional Information: Proposers must provide the following information about their firm or organization:

- 1) The total number of firms for whom the Proposer is presently similar or same services as provided in Attachment "A" below: _____.
- 2) The total number of workers presently employed by the Proposer:
_____ full time, and _____ part time
- 3) Have any of the jobs or Contracts of the Proposer been cancelled within the last two (2) years: _____ yes _____ no

If yes, please provide complete details and information for verification on a separate sheet of paper and attach hereto.

- 4) Banking References:
 - a) Bank Name: _____
Bank Address: _____
Account Name: _____
Type of Account: _____
Length of Relationship: _____
 - b) Bank Name: _____
Bank Address: _____
Account Name: _____
Type of Account: _____
Length of Relationship: _____

Attachment 5 (continued)

c) Bank Name: _____

Bank Address: _____

Account Name: _____

Type of Account: _____

Length of Relationship: _____

- 5) Please complete the following balance sheet or submit a similar balance sheet for the firm or organization submitting this proposal. This balance sheet need not be audited but the date shall not be more than three (3) months prior to the deadline date for this proposal.

Attachment 5 (continued)

BALANCE SHEET

Date: As of _____

Name: _____

ASSETS

1.	Cash in checking and savings accounts	\$ _____
2.	U.S. Government Securities	\$ _____
3.	Accounts receivable	\$ _____
4.	Notes receivable	\$ _____
5.	Other current assets such as stocks, bonds and other securities	\$ _____
6.	Inventories - at lower of cost or market	\$ _____
7.	Real Estate, owned and registered in the name of applicant	\$ _____
8.	Equipment (depreciated value)	\$ _____
9.	Other Assets (Short Term Investment):	
	a. Security Deposits (Utility, Phone)	\$ _____
	b. Bid Deposits	\$ _____
	c. Bid Deposits	\$ _____
	d. Prepaid Interest	\$ _____
	e. Other	\$ _____
	TOTAL ASSETS	\$ _____

Attachment 5 (continued)

LIABILITIES

1. Accounts Payable	\$ _____
2. Notes Payable	\$ _____
3. Taxes Payable	\$ _____
4. Accrued Expenses	\$ _____
5. Real Estate Encumbrances and Mortgages	\$ _____
6. Judgments	\$ _____
7. Other Liabilities	
a) Short Term Notes Payable	\$ _____
b) Deferred Income Taxes	\$ _____
c) _____	\$ _____
d) _____	\$ _____
8. Capital Stock	\$ _____
9. Retained Earnings	\$ _____
10. Capital Surplus	\$ _____
11. Net Income This Year	\$ _____
TOTAL LIABILITIES & STOCKHOLDERS EQUITY	\$ _____

Attachment 5 (continued)

Please state below any line of credit (over and above anything which is listed above) that you have established to cover the initial costs of the first two (2) months of operation. Please attach the official correspondence granting that line of credit to this Qualification Form.

I certify that all the above information is correct and accurate.

Signed by: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

(Seal)

My commission expires _____.

Attachment 6

PROPOSAL FORM

To: Downtown Development District

- a. The Proposer hereby offers to enter into a Contract for the provision of _____ other miscellaneous services under the terms and conditions set forth in this Request for Proposals.
- b. The Proposer agrees to furnish the services, personnel and supplies required by this Request for Proposals for the Monthly Base Price of \$ _____.
- c. The Proposer further agrees that the DDD has the right, at any time, to reduce or increase the level of service in specific portions of the District, and/or if such reductions are actually made, to reinstate or add back at a later date any areas or levels of service that it may desire. When such reductions, increases or reinstatements are made, the monthly price of the Contract shall then be adjusted For the specific types of service so reduced, increased or reinstated.
- d. As part of this Proposal, the Proposer submits herewith and attaches hereto the following:
 - 1. Attachment "1" - Proposer's Guarantee
 - 2. Attachment "2" - Proposer's Warranty
 - 3. Attachment "3" - Non-Collusion Statement
 - 4. Attachment "4" - Proposer's Affidavit
 - 5. Attachment "5" - Qualification Form
 - 6. Attachment "6" - Proposal Form
 - 7. Attachment "7" - Statement of DBE Compliance
- e. The Proposer Certifies that it has completed any and all necessary inspections for which this proposal is submitted and is bound by this proposal for a period of one hundred twenty (120) days from the deadline date stated herein.

PROPOSER: _____

BY: _____

TITLE: _____

DATE: _____

Note: Failure to provide all requested information may be grounds for disqualification.

ATTACHMENT 7

STATEMENT OF DBE COMPLIANCE

DBE FORM 1

SCHEDULE OF DBE PARTICIPATION

DOWNTOWN DEVELOPMENT DISTRICT _____ SERVICES

Name of Proposer: _____

Total Proposal Amount: \$ _____

NAME OF SUBCONTRACTOR /CONSULTANT/ VENDOR	ADDRESS	WORK TO BE SUBCONTRACTED/GOODS SERVICES TO BE PURCHASED	VALUE OF WORK/ PURCHASES
			\$
			\$
			\$
			\$

TOTAL VALUE OF DBE PARTICIPATION \$ _____

DBE PARTICIPATION AS A PERCENTAGE OF TOTAL BID _____ %

DBE FORM 2

**DBE SUBCONTRACTOR/SUBCONSULTANT/VENDOR
IDENTIFICATION AFFIDAVIT
(SUBMIT WITH PROPOSAL)**

STATE OF _____

COUNTY/PARISH OF _____

I _____, hereby declare and affirm that I am the
_____ (Owner, President, Venturer, Partner, etc.) and the duly authorized
representative of _____, whose
Firm Name
address is _____.

I hereby declare and affirm that this firm is a DBE business enterprise as defined in the Sewerage & Water Board's EDB Program and/or a DBE firm as defined in the New Orleans Aviation Board's State-Local Disadvantaged Business Enterprise Program (SLDBE), and that I will provide upon request information to document this fact.

This firm is interested in quoting and/or bidding on the following categories of work/ professional services/ goods and services being procured.

This firm is currently certified as a DBE with the following agencies:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

Date

Affiant

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, _____, before me, affiant appeared and acknowledged that

he/she executed the foregoing affidavit in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

My commission expires _____.

NOTARY PUBLIC
(Seal)

DBE FORM 3

**NOTICE OF INTENT TO PERFORM AS A
SUBCONTRACTOR/SUBCONSULTANT/VENDOR**

TO: _____
Name of Prime Contractor/Consultant/Vendor

The undersigned intends to perform work, provide services and/or goods in connection with the above referenced project as: (Check the appropriate designation)

___ an individual ___ a Corporation ___ a Partnership ___ a Joint Venture
___ a Limited Liability Company ___ a Limited Liability Partnership

The status of the undersigned is confirmed on the attached DBE Form 2, the DBE Subcontractor/Subconsultant/Vendor Identification Affidavit. The undersigned is prepared to perform the following described work and/or provide services or provide goods in connection with the above referenced project:(Specify in detail, work items or parts thereof, the goods and/or the services)

at the following price \$ _____.

The undersigned will further subcontract or award _____ % of the dollar value of this subcontract to non-DBE firms.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

Date

DBE SUBCONTRACTOR

By: _____

Title

Signature

Subcontractor's Address, City, State, Zip

Phone No.

SWORN TO AND SUBSCRIBED, before me this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires _____.

(Seal)

DBE FORM 4

**CERTIFICATION OF DBE UNAVAILABILITY
(SUBMIT WITH BID IF GOAL IS NOT MET)**

I, _____, _____
Name Title
of _____, certify that on the dates set forth below, I
Firm Name

invited the following DBE Sub-contractor(s)/Sub-consultant(s)/Vendor(s) to bid and/or quote for work items to be performed/goods or services to be provided.

ITEMS OF WORK

Date of Request	DBE	Name of Subcontractor	Items of Work Sought

The following Subcontractors did not respond.

1. _____
2. _____
3. _____
4. _____
5. _____

The following Subcontractors submitted a bid or a quote which was not the lowest responsible bid or quote received.

1. _____
2. _____
3. _____
4. _____

GOODS AND/OR SERVICES SOUGHT

Date of Request	DBE	NAME OF VENDOR/ CONSULTANT OR SERVICE PROVIDER	TYPE OF GOODS/ SERVICES SOUGHT

The following Consultants/Vendors/Service Providers did not respond.

1. _____
2. _____
3. _____
4. _____
5. _____

The following Consultants/Vendors/Service Providers submitted a bid or quote which was not the lowest responsible bid or quote received.

1. _____
2. _____
3. _____
4. _____
5. _____

I have attached documents to establish that Good Faith Efforts were undertaken to secure DBE participation.

Date

Signature

SWORN TO AND SUBSCRIBED, before me this ____, day of _____, 20__.

NOTARY PUBLIC

(Seal)

My commission expires _____.

REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF SUBCONTRACTOR

DOWNTOWN DEVELOPMENT DISTRICT _____ SERVICES

General Contractor: _____

Subcontractor to be Removed: _____

Proposed Substitute Subcontractor: _____

Scope of Work Under Subcontract: _____

Value of Subcontract: \$ _____

Is substitution schedule/time sensitive? _____

If yes, indicate date by which resolution is required: _____

Reason(s) for Removal/Substitution (state in detail, use additional sheets if necessary and attach supporting documentation.

Signature of Requestor

Printed Name

Title

Date of Request

NOTARY PUBLIC

My commission expires _____ (Seal).