

Request for Qualifications

DOWNTOWN DEVELOPMENT DISTRICT
OF THE CITY OF NEW ORLEANS

INFORMATION TECHNOLOGY SERVICES

RFQ # 2024-10-01



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

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS

The Downtown Development District
of the City of New Orleans

Information Technology Services

RFQ # 2024-10-01

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 Qualifications for Information Technology Services 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 Friday, March 8, 2024, at 12:00 noon, central time.

For more information send your name, address, phone number and email address to Bianka Brown, Chief Financial Officer at **bbrown@downtownnola.com**.

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

Davon Barbour
President & CEO

REQUEST FOR QUALIFICATIONS
DOWNTOWN DEVELOPMENT DISTRICT
OF THE CITY OF NEW ORLEANS

Information Technology Services
RFQ# 2024-10-01

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I. REQUEST FOR QUALIFICATIONS

The Downtown Development District (“DDD”) invites a response from a professional corporation, partnership, or an individual 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 Sections, which are intended to facilitate the judicious review all proposals in a consistent manner: (1) Executive Summary (2) Corporate Background/Relevant Experience (3) Staff Qualifications of the Firm (4) three professional references; (5) an itemized price estimate for the work outlined in Section III, and Exhibit “B” (Scope of Work), below; (6) acknowledgment of any amendments; and (7) 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. It is the burden of the Proposer to include any relevant content in its written proposal to substantiate its superiority to provide services outlined in the Scope of Work. 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 three copies of proposals shall be delivered or mailed to: **The Downtown Development District, Attn: RFQ # 2024-10-01, 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.

Anticipated Proposal Timeline:

RFQ Release	January 17, 2024
Questions/Clarifications Due	February 23, 2024
Responses to Questions/Clarifications sent to all Proposers	February 27, 2024
Proposal Submission Deadline	March 8, 2024
DDD Finance Committee Meeting – Recommendation and approval of proposer	March 27, 2024
DDD Executive Committee Meeting – Recommendation and approval of proposer	March 27, 2024
Board of Commissioners Meeting – Final approval and award notification	April 2, 2024

II. GENERAL INSTRUCTIONS

1. DEFINITIONS

- A. "RFQ" shall refer to the entire set of documents associated with this Request for Qualifications, 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 RFQ 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 Hourly Price" shall refer to the amount stated in the Proposal Form as the Hourly Price.

2. PROPOSALS

Proposals will be received at the office of the DDD, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, until the 8th day of March 2024 at 12:00 noon 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 a 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 Qualifications. The Proposer shall submit only one (1) proposal.

11. RESPONSIBILITY TO EXAMINE PROPOSAL

Proposers shall carefully examine all the requirements of this RFQ 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 an examination and to investigate the Agency thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions and requirements of this RFQ.

12. WRITTEN AND ORAL EXPLANATIONS

Should a Proposer find a discrepancy in or an omission from this RFQ 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 RFQ is advertised. The DDD will not be responsible for any oral instructions.

13. ADDENDA

The DDD reserves the right to amend the instructions, general and special conditions, scope of work, and specifications of this RFQ 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 RFQ and the Contract, and receipt of all addenda shall be acknowledged on 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 RFQ, a detailed cost proposal may be requested of the single Proposer. A cost/price analysis and evaluation may be performed 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 RFQ 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 RFQ. In addition, all work shall be accomplished in accordance with all appropriate codes and regulations and performed by licensed firms, if and as required.

22. PROCUREMENT POLICY

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

III. SUBMISSION OF INFORMATION

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. **Executive Summary.** This section should serve to introduce the firm and acknowledge the scope of the proposal. It should include administrative information including, at a minimum, the name of the point of contact, the physical and email address, and telephone number of the individual or firm.
3. **Corporate Background/Relevant Experience.** Describe the firm by providing its (1) full legal name, (2) date of establishment, (3) type of entity and business enterprise, (4) short history, (5) its current ownership structure and (6) disclose any recent materially significant or proposed changes in ownership.
4. **Staff Qualifications of the Firm.** The firm should provide detailed information about the experience and qualifications of the firm’s assigned personnel, whom are considered key to the success of the project.
5. **Schedule of Fees.** Provide a schedule of hourly rates.
6. **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.
7. **Personnel.** The Contractor must provide a plan detailing the number of workers, man-hours, hours of operation, routing schedules, and job tasks for each employee during all hours of operation. The Contractor must provide enough employees and/or man hours to complete the services requested herein by the DDD.
8. **Deliverables.** The Contractor shall provide the DDD with deliverables as specified in, and in accordance with the schedule set forth in Exhibit “C”, attached hereto and made part hereof.

IV. CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

The documents described in Exhibit “D”, 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 one year later.

The DDD shall have two, one-year renewal options upon sixty (60) days written notice to the Contractor.

The DDD reserves the right to select multiple vendors to perform any and/or all of the services requested herein. If DDD identifies a likely services provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Service Contract. This contract will stipulate the terms and conditions of the services to be provided and will contain the standard DDD provisions.

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 affected 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 (Errors & Omission) Liability coverage in the amount of \$1,000,000 per occurrence or claim/\$2,000,000 policy aggregate.
- C. Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000.
- D. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Worker's Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.
- E. Insurance Company Rating
Insurance carriers must have A.M. Best rating and documentation must be supplied to DDD.
- F. The 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.

The 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 Agency 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.

“Breaking the established prohibition on communication may result in a disqualification of your proposal.”

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.

19. DRUG/ALCOHOL POLICY

The Contractor shall implement a drug and alcohol testing policy covering all new employees upon hire and for cause, following any job-related accidents or injuries. The testing lab and policy shall be approved by the DDD and certification of the Contractor's adherence to its policy shall be provided to the DDD on a quarterly basis.

V. DBE COMPLIANCE REQUIREMENTS & NEW PATHS PROGRAM

DBE PROGRAM REQUIREMENTS

Per the Board of Commissioners adopted Procurement Policy and Procedures manual, the object of the Disadvantage Business Enterprise (DBE) Program is to develop and administer a plan for creating opportunity for meaningful participation in certain DDD contracts for such businesses that have been certified to be owned and controlled by socially and economically disadvantaged persons (DBEs). It is the policy of the DDD to ensure that DBEs, as defined in this Policy, have an equal opportunity to receive and participate in DDD contracts. Provided below are relevant definitions.

GOVERNANCE AND PROGRAM ADMINISTRATION

Definitions

1. "Disadvantaged Business Enterprise" or "DBE" means a business entity that is owned and controlled by socially and economically disadvantaged persons who hold at least a 51% equity interest in the entity such that the business entity's ability to compete in the business world has been restricted due to industry practices and/or limited capital and/or restricted credit opportunities that are beyond its control.

2. "DBE Prime" shall mean that, with respect to seeking a particular DDD contract, one or more DBEs will perform in excess of 50% of the contract through its own forces and will share an amount of the monetary contract award equal to the work performed by the DBE(s). For example, if (a) a DBE will perform 65% of the work for a particular DDD contract with its own forces and will receive 65% of the contract remuneration and (b) the other 35% of the work will be performed by a non-DBE and the non-DBE will receive the remaining 35% of the contract remuneration, the contract would be considered as having been performed by a DBE Prime.

1. The Proposer agrees to comply with the DDD's DBE participation program (the "**DBE Program**") as described herein:

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 the 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 contractor shall agree to use its best efforts, as determined by the DDD's designated DBE compliance officer (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 this 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 at the time of proposal submission;
- 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 carry out the applicable requirements fully and completely 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 Contract, which may result in the termination of this Contract, 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.

2. NEW PATHS PROGRAM

The DDD will extend extra consideration to Proposers who institute a program that successfully employs and supports one or both of two targeted groups: formerly incarcerated and the unhoused or recently unhoused. The recent global pandemic exposed the inequities in urban communities across the country resulting in greater public safety concerns, increased homelessness, and income disparities. In 2022, the City of New Orleans released its *Plan for Generational Economic Transformation*, a road map for economic growth and prosperity for all New Orleanians. This economic development strategy specifically acknowledges institutional systems on inequality that have perpetuated poverty in our community and seeks to tear them down. DDD joins in this effort and is fully committed to increasing equity and access to all in Downtown New Orleans. For this reason, the DDD seeks Proposers who will institute a program that successfully employs and supports one or both of two targeted groups: ex-offenders and the homeless or recently homeless. The New Path program is part of the DDD's commitment to provide employment opportunities to help change the trajectory of ex-offenders and those experiencing homelessness. In short, DDD aspires to nurture the ongoing personal and professional development of these target populations through this Information Technology Contract.

Returning Citizens

Louisiana and the United States are vexed by high incarceration and recidivism rates costing citizens billions of dollars each year. According to the United States Department of Justice Bureau of Justice Statistics, the State of Louisiana ranked 25th in corrections expenditures. When these formerly incarcerated individuals return to their communities, they seek housing, employment, and other opportunities to positively contribute to their communities. According to the State of Louisiana Department of Corrections, of parishes in the state, Orleans Parish had the third highest population of returning citizens (6.5%) in 2022.

The DDD's Second Chance Program is intended to address some of these factors impacting recidivism, particularly employment, with the aim of creating a safer New Orleans. The SECOND CHANCE Program for ex-offenders is intended to provide employment opportunity for individuals who may normally be considered unemployable because of a felony conviction. Companies nationwide have joined this employment movement. The program may remove barriers to employment for individuals that, based on a defensible screening process, are not deemed a threat to public safety.

Reducing Homelessness

Downtown is front and center of the homelessness crisis as evidenced by encampments on the edge of the District and daily calls for service from operating business and property owners within the District.

The DDD's commitment to decreasing homelessness has been demonstrated by its long-time advocacy for permanent supportive housing, support for affordable housing Downtown, and the hiring of two (2) full-time homeless outreach workers through Travelers Aid Society, a local non-profit assisting in the prevention of homelessness and to helping homeless or stranded families and individuals regain a self-sufficient lifestyle. Additionally, the DDD has provided funding to assist with the construction and operations of a Low Barrier Shelter, located in the Sports & Entertainment District of downtown. Therefore, DDD is resolute in its desire to contract with a vendor who shares our core values of empowerment and prosperity for all New Orleanians.

Proposers are required to submit plans for paid-work programs coupled with skills training & supportive services targeted at these two populations. The Proposer is expected to provide a positive, supportive work environment and management oversight of workers participating in its New Paths Program(s). The most successful programs are expected to work collaboratively with a third-party service provider for these supportive services. Proposals that include provisions for worker appreciation, career development, employee assistance, and financial literacy shall receive higher consideration. To learn more about potential workforce development resources, Proposers may contact the Mayor's Office of Workforce Development/City of New Orleans JOB1 Business and Career Solutions.

The Proposer should clearly describe its approach and plans for implementing a) a Second Chance program for ex-offenders, b) the RESTART Program for the homeless or recently homeless, or c) both. Proposers should also provide evidence of its prior experience/expertise related to the integration of New Paths Hiring practices into business operations and/or contracts. Proposers must provide written evidence of their attempts to establish a partnership(s) with third-party social service providers including additional funding sources that validate the Proposer's work plan and staffing levels to support the DDD's mission. Moreover, the successful Proposer will be expected to meet its New Paths Program commitments outlined in its proposal submission and provide a quarterly written report with metrics (e.g., census) of its New Path Program Performance and an in-person presentation to the DDD Board of Commissioners.

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" – Executive Summary
- Exhibit "D" – Corporate Background
- Exhibit "E" – Staff Qualifications of the Firm
- Exhibit "F" – Fee Schedule
- Exhibit "G" - Deliverables
- Exhibit "H" - 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

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:

	CRITERIA	MAXIMUM POINTS TO AWARD
a)	Relevant Experience: Specialized experience and technical competence directly related to proposed services.	25
b)	Performance History: Including without limitation, competency, responsiveness, cost control, work quality and the ability to provide services and service delivery.	20
c)	Staff Qualifications: Assigned to the project, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines.	20
d)	Approach: The degree to which innovative concepts, approaches, and methodologies not presented in the Scope of Services are presented as value-added services that may be of interest to the DDD.	10
e)	DBE: The degree to which the Proposer’s response meets or exceeds a DBE contract goal of thirty-five (35%) percent which has been established for this contract.	10
f)	DDD New Paths Program	5
g)	Fees	10
	TOTAL SCORE	100

Exhibit “B”

REQUIRED SERVICES/SCOPE OF WORK

The Contract awarded by Downtown Development District pursuant to this request shall be for:

-Information Technology Services

The DDD request that the proposed firm provide Information Technology Services to DDD in accordance with but not limited to the following:

GENERAL PROGRAM SUPPORT

1. **Initial Assessment** – Compile/maintain inventory of all information technology related assets, assess system architecture and current processes, and make recommendations for improved IT system performance.
2. **Desktop Applications Support** – Perform basic support functions including installing PCs, laptops, smartphones, printers, peripherals, and office automation software; diagnosing and correcting desktop applications problems, configuring laptops, desktops, and smartphones for standard applications, identifying and correcting end user hardware problems, and performing advanced troubleshooting. Maintain an up-to-date inventory of ALL agency computer-related hardware and make available to agency personnel upon request. Assist designated agency personnel with software and hardware purchases. Assist in development of software/hardware policies/procedures.
3. **Server Administration Services** - Manage computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Server performance and capacity management services with reporting when specified thresholds are reached. Configuration management, including changes, upgrades, patches, etc. Support of CenterPoint Financial software as it relates to the server and associated hardware. Management of user logins and security. Coordinate repair and maintenance work with contracted repair vendors and ensure repairs are conducted in a timely fashion.
4. **Network Administration Services** – Scope of activity includes all network equipment including switches, firewalls, routers. Primary installation and maintenance of printers, network copiers/scanners, etc. Primary maintenance includes regular analysis, routine configuration changes, and installation of patches and upgrades. Alert notifications to designated personnel in the event of failure. Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached. Network performance and capacity management services, and network troubleshooting. Maintain network documentation and procedures.
5. **Security** – Maintenance of virus detection programs on servers, email and all other agency computers and laptops. Perform security audits as requested and notify agency personnel immediately of suspected breaches of security or intrusion detection. Configure system to enable remote access in a secure environment and provide remote access administration as requested by designated personnel.
6. **Strategic Planning** – Plan and design services for major system enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades,

redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchasing and technological needs. Install new servers, software and hardware and transfer data when acquired. Strategic planning, design, and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema redesign, installation of “core” network devices, etc.

7. **Document Management and File Sharing** – DDD is in need of a document management and file sharing solution that will, initially, manage all documents in various programs, and eventually expand to all DDD programs. The proposed solution should address the key technologies and functionality, including but not limited to:

- Document Management
 - o File creation
 - o Document filing
 - o Document indexing
 - o File retrieval
- Electronic Records Management
 - o Records and Information Management Alerts
 - o Retention and Disposition Schedules
- Workflow
 - o Document Routing
 - o Serial and parallel task flows
 - o Electronic Forms
 - o Noticeboard/dashboard concept for task management and workflow balancing
- Imaging
 - o Document Recognition
- Content Security
- Search Features
- Browsing/Folders

8. **Website Development** – DDD intends to refresh its website, as it begins the work (through a qualified vendor) to redesign the agency’s website. Qualified vendors are sought to provide the following website development services:

- Website User Interface Design
 - o Clean, professional, modern, clutter-free page design
 - o Effective page layouts for a variety of content types
 - o Good use of whitespace
 - o Consistent web font style and font size
 - o Site color palette in line with the DDD brand standards and style guides
 - o Site background that doesn’t detract site usability.
 - o Minimize distractions and animated graphics.
- Website Navigation
 - o Flat navigation structure
 - o Avoid excessive layering of fly-out menus.
 - o Avoid horizontal scrolling.
 - o Consistent use of breadcrumb navigation
 - o Home page used to provide quick site overview.
 - o Clear page headings
 - o Interactive features

- Content Management System
 - Robust, flexible CMS tool
 - Content modules and integration platforms, i.e., News, Social Media, Event Calendar, Videos, Photo Gallery, etc.
 - Style guide for content editors
 - Integration capabilities
- Functions
 - Printable version of pages
 - Integration:
 - Social media integration (Facebook, Twitter, LinkedIn, YouTube, DDD monthly E-newsletter, etc.)
 - E-commerce solution integration
 - Video and photo gallery capabilities
 - Avoid pop-ups.
 - Redirect external links to a new window or browser tab (I.e. sponsor pages)
 - Full site search capability
 - Site map
 - Fillable forms
 - Rotating banners
 - Ability to sign up for the DDD E-newsletter.
 - Training Sessions
 - Website Manual
 - Training Sessions
 - Website Audit
- Development
 - Full ADA Section 508 Compliance
 - Implementation of security measures
 - Implement analytics for site use tracking (i.e., Google Analytics)
 - Validate HTML and CSS
 - Responsive design for mobile devices
 - Home Screen icon for mobile devices

9. VoIP Cloud-Based Phone System

- Hosting
- Implementation
- Maintenance
- Support
- Warranty
- Service Level
- Disaster Recovery
- Succession Plan

Exhibit “C”

EXECUTIVE SUMMARY

This section should serve to introduce the firm and acknowledge the scope of the proposal. It should include administrative information including, at a minimum, the name of the point of contact, the physical and email address, and telephone number of the individual or firm. If a firm, the name and title of the individual authorized to negotiate contract terms and make binding commitments shall also be included.

This section must include the stipulation that the proposal is valid for a time period of one-hundred twenty (120) days from the date of submission.

Exhibit “D”

CORPORATE BACKGROUND/RELEVANT EXPERIENCE

This section should describe the firm by providing (1) its full legal name, (2) date of establishment, (3) type of entity and business enterprise, (4) short history, (5) its current ownership structure and (6) disclose any recent materially significant or proposed changes in ownership.

This section should also demonstrate the firm’s prior experience and quality of service provided on working on engagements similar in size, scope, and function to the proposed contract.

The firm should describe any example or characteristics that would be uniquely relevant in evaluating the experience of the firm to handle the proposed project. The firm should describe its presence in and commitment to New Orleans.

If the firm intends to subcontract for portions of the work, the firm should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor. Information required of the firm under the terms of this RFQ shall also be required for each subcontractor.

Additionally, firms should discuss their understanding of DDD’s needs as they relate to the scope and address how the services described in Exhibit B; Scope of Services will be provided, including applicable timeframes.

Exhibit “E”

STAFF QUALIFICATIONS OF THE FIRM

The firms should provide detailed information about the experience and qualifications of the firm’s assigned personnel whom are considered key to the success of the project. This includes the firm’s own staff and staff from any subcontractors to be used. The firm’s staff (and/or his subcontractor) should demonstrate the necessary experience and knowledge in:

- The service being procured in the RFQ.

Resumes or Curriculum Vitae (CV) should be provided for all key staff assigned to the project. Information regarding assigned key staff members shall include, but are not limited to, education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This section should also include the roles and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Exhibit “F”

FEE SCHEDULE

Provide a schedule of hourly rates in separate attachment where clearly identified with the words “Schedule of Hourly Rates”. The fee schedule shall contain hourly rates and job titles of all staff that may be assigned work under the contract resulting from this RFQ. Cost estimates will be considered as “not to exceed” quotations, except to the extent that the assumed scope is changed by agreement in writing.

If discounted rates exist for public or governmental entities like DDD, then please provide such rates.

NOTE: Proposed fees shall be valid for a minimum of 120 days upon receipt.

Exhibit “G”

DELIVERABLES

The Contractor shall provide the DDD with the following deliverables:

1. Secure: Create a safe and secure network free of viruses, spyware, and other malware.
2. Reliable: Maintain a reliable system including server, laptops, and desktops.
3. Accessible: Implement tools that allow staff members to access the network remotely outside of the office and wirelessly within the office.
4. Manageable: Train key staff in upkeep and maintenance of systems on a daily, weekly and monthly basis.

All deliverables shall be delivered to Downtown Development District, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana, 70170.

Exhibit “H”

CONTRACT DOCUMENTS

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

Contract for Financial Statement and Governmental Compliance Audit 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 Qualifications 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 Qualifications.
- b. The Proposer agrees to furnish the services, personnel and supplies required by this Request for Qualifications 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 _____
Name (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.

NOTARY PUBLIC
My commission expires _____ (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: _____ Signature _____ Title

_____ 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. _____
5. _____

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)