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

CURBSIDE MANAGEMENT AND FACILITATION SERVICES
RFP # 190

PROPOSED SCHEDULE

| A. RFP Release Date | 10/4/2019 |
| B. Last Day for Questions | 10/18/2019 |
| C. PROPOSAL SUBMISSION DEADLINE 4 PM CT | 11/01/2019 |
| D. Technical Review of Proposals | 11/07/2019 |
| E. Evaluation Committee Meeting | TBD |
| F. Proposer Interviews (if requested) | TBD |
| G. Award Notification (approximate) | 11/21/2019 |
| H. Execution of Agreement (approximate) | 01/2020 |

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

**Point of Contact:**
All correspondence and other communications regarding this RFP should be directed to the attention of the NOAB Procurement Manager at procurement@flymsy.com.
<table>
<thead>
<tr>
<th>Attachment A</th>
<th>Scope of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment B</td>
<td>Professional Services Agreement (Non-Negotiable)</td>
</tr>
<tr>
<td>Attachment C</td>
<td>Office of Inspector General</td>
</tr>
<tr>
<td>Attachment D</td>
<td>SLDBE Requirements, SLDBE Participation Plan, and SLDBE Compliance Forms</td>
</tr>
<tr>
<td>Attachment E</td>
<td>NOAB S-03B Form</td>
</tr>
<tr>
<td>Attachment F</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td>Attachment G</td>
<td>NOAB Conflict of Interest Disclosure Affidavit</td>
</tr>
<tr>
<td>Attachment H</td>
<td>Tax Clearance Certificate</td>
</tr>
<tr>
<td>Attachment I</td>
<td>Proposer Attestation</td>
</tr>
</tbody>
</table>
SECTION I - INTRODUCTION

A. Request for Proposals

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

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

B. Needed Services

The selected Proposer will be required to:

- See the scope of work set forth in Attachment A.

C. Minimum Qualifications

Successful Proposers must have at least five (5) years’ experience within the last 10 years in ground transportation curbside management and dispatch of public or private transit vehicles (e.g. buses, limousines, vans, taxis and para-transit vehicles) at an airport.

SECTION II – DEFINED TERMS

A. The Agreement refers to the Professional Services Agreement attached hereto as Attachment B.

B. The Airport shall mean the Louis Armstrong New Orleans International Airport.

C. The Board and/or NOAB shall mean the New Orleans Aviation Board.

D. The City shall mean the City of New Orleans.

E. The Director means the Director of Aviation of the Airport. All determinations regarding conflicts of interest will be made at the sole discretion of the Director, whose decision is final.

F. The Evaluation Committee shall mean that committee referenced in Section VI – Proposal Evaluation of this RFP and which shall be tasked with the review and scoring of the Proposals.

G. Proposal(s) shall mean any Proposal(s) submitted in response to this RFP.

H. Proposer(s) shall mean any entity that submits a Proposal in response to this RFP.

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

**SECTION III – RFP PROCESS**

A. **Addenda, Questions, Issues, and Discrepancies**

Any change to the RFP or related documents will be made by a written addendum and available on the City’s website: https://nola.gov/purchasing/brass/.

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

Any questions, issues or disagreement regarding the terms, requirements or form of this RFP must be raised in advance of submittal of Proposals and must be submitted in writing to the NOAB Procurement Department at procurement@flymsy.com. The last day to submit questions is 4:00 p.m. Central Time on **10/18/2019**. Any questions received after that time will not be considered, and shall not be a basis to thereafter challenge this RFP or the award of any Agreement resulting from this RFP.

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

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

C. **Cone of Silence**

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

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

A. Term

The initial contract term will be three (3) years with one (1) two-year renewal option at the sole discretion of the NOAB.

B. SLDBE Participation

The goal of the City of New Orleans and the New Orleans Aviation Board is to provide full and fair access to opportunities for State/Local Disadvantaged Business Enterprise (“SLDBE”) firms to provide curbside management and facilitation services to the NOAB.

As such, the NOAB has set a State/Local Disadvantaged Business Enterprise goal of 26.58% for this RFP.

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

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

1. SLDBE Compliance Form-1 (Attachment “D1”), which is used to establish your SLDBE commitment on a City of New Orleans bid, RFP or solicitation response. The Proposer shall provide a list of all proposed SLDBE subcontractor(s). If the Proposer has attained the amount of SLDBE participation to meet the contract goal, submit only the SLDBE Compliance Form-1.

2. SLDBE Compliance Form-2 (Attachment “D2”), which is used to document Good Faith Efforts when the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less than the Contract Goal. The Proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on SLDBE Compliance Form-2.

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

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

A. Proposal Delivery

Proposals must be submitted via sealed envelope. Proposers, their agents, or couriers, may either hand deliver, send by registered or certified U.S. mail with return receipt requested, or deliver via UPS or FedEx with signature required. Proposals must include the following:

1. Proposers must submit in an appropriately sized and sealed box;
2. Six (6) bound and tabbed copies of the Proposal.
3. Additionally, submit two (2) digitally signed copies of the Proposal on a CD, DVD or flash drive in searchable PDF format;
4. Two (2) copies of the Payment Proposals in separate sealed envelopes;
5. Proposers should ensure to notate clearly on the outside of all submissions (whether submitted via regular mail or via express delivery; on the envelope and the digital submission) the name of the proposer and the number and the title of the RFP. This information is critical to the Bureau of Purchasing to identify proposals.

Proposals should be addressed to:

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

Proposals must be received not later than 11/01/2019 at 4:00 PM CT.

B. Proposal Contents

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

Proposals should be:

- Printed on 8 ½” x 11” paper
- Sequentially numbered
- Spiral or Three-Ring Bound
Each of the following tabs are required for a complete Proposal. **Proposers are responsible for carefully reviewing this request for proposals and all of the attachments thereto for additional information that is requested in Proposals.** Each tab shall contain every subheading described within this section, clearly marked and organized in the form described herein, with pertinent information detailed underneath each item that completely answers the request.

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

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

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

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

2. **Qualification Statement:** Proposer should explain in detail the number of years and extent of Proponent’s relative experience, with special emphasis upon prior experience in the operation and management of such facilities at airports and other major public transportation centers. Proposers should include organizational structure proposed for providing the services described in the Scope of Services (Attachment “A”), including specific team members and their respective roles and any other information that may assist the City and NOAB in making the selection. Qualification Statements should include detailed resumes or curricula vitae for the individuals identified to perform services. Proposer should provide a list of references, with the name and contact information of an operations staff member of the entity for each reference. The references may be contacted by the City and NOAB.

3. **Operations and Management Plan:** Provide an operations and management plan with specifics and details for providing the necessary ground transportation management and curbside management described in the Scope of Services (Attachment “A”). Proposer is prohibited from offering or otherwise operating any ground transportation services itself at or servicing the Airport so there is no conflict of interest in providing the services required hereunder.

4. **SL/DBE Plan and Compliance Forms:** Complete the SLDBE Participation Plan (Attachment “D”) and enclose it with the Proposal.
SLDBE firms eligible for participation in the SLDBE opportunities must be certified through the City of New Orleans SLDBE Program or the LAUCP.


5. **NOAB S-03B Form.** The prime and each subconsultant, and any other tier subconsultant must submit a fully completed NOAB S-03B Consulting Services Questionnaire. Each prime firm participating as a joint venture should complete a separate NOAB S-03B form and indicate on the form that the firm is a joint venture. All items requested on the form are required, if an item is not applicable, applicant shall enter N/A. A copy of NOAB S-03B form is attached hereto as Attachment “E” and can also be found on the [www.flymsy.com](http://www.flymsy.com) webpage under Business Opportunities.

6. **Non-Collusion Affidavit:** Submit a completed and notarized Non-Collusion Affidavit testifying that Applicant in no way colluded with anyone. A copy of the Non-Collusion Affidavit is attached hereto as Attachment “F”.

7. **NOAB Conflict of Interest Disclosure Affidavit:** Submit a completed and notarized NOAB Conflict of Interest Disclosure Affidavit attached as Attachment “G”.

8. **Management Fee Offer Proposal:** Submit a completed Management Fee Offer (See Exhibit F included with Attachment “A”). In addition, Proposers should complete and submit the Curbside Management Services Proposed Hourly Personnel Costs (see Exhibit E included with Attachment “A”).

C. **Post Award Forms**

The successful Proposer will be required to submit the following forms and information prior to obtaining a contract:

1. **SLDBE Compliance Forms:** Note that the successful Proposer will be required to submit the following documents within three (3) business days of notice of intent to award:
   
   a. **SLDBE Compliance Form-1** (Attachment “D”), which is used to establish your SLDBE commitment on a City of New Orleans bid, RFP or solicitation response. The Proposer shall provide a list of all proposed SLDBE subcontractor(s). If the Proposer has attained the amount of SLDBE participation to meet the contract goal, submit only the SLDBE Compliance Form-1.

   b. **SLDBE Compliance Form-2** (Attachment “D”) which is used to document Good Faith Efforts when the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less than the Contract Goal. The Proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on SLDBE Compliance Form-2.
2. **Tax Clearance Certificate (Attachment “H”):** After receiving written notice that the contract is intended to be awarded to the Proposer, the Proposer must complete a City Tax Clearance Authorization Form and receive an approved Tax Clearance Certificate prior to contract award.

### SECTION VI – PROPOSAL EVALUATION

#### A. Evaluation and Selection Process

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

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

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

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

- Conduct reference checks, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of Proposals;
- Seek clarification of a Proposal or additional information from any or all Proposers and consider same in the evaluation of Proposals;
- Waive any requests or requirements if such waiver is in the best interest of the City/NOAB;
- Request interviews/presentations with any, some or all Proposers to clarify any questions or considerations based on the information included in Proposals;
- Consider any supplementary information from interviews/presentations or other sources in the evaluation; and
- All information presented in the Proposal may be verified and substantiated during the course of the evaluation process. Proposers may be asked to clarify and/or provide additional information during the Proposal review process. These requests will require prompt action by Proposers.

#### 1. Evaluation

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

2. **Recommendation by Evaluation Committee**

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

3. **Approval by Board**

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

4. **Presentation to the Board**

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

5. **Award of Agreement**

Once the Board has approved awarding the Agreement, the NOAB will provide an Agreement to be executed by the successful Proposer. The Agreement will substantially conform to **Attachment “B,”** which contains the standard City provisions, appropriate SLDBE provisions, and other provisions deemed appropriate by the NOAB. No modifications or adjustments will be made to the terms of the Agreement. If the Proposer fails to execute the attached Agreement by the deadline set by the NOAB, the NOAB may select and award to another Proposer.

6. **Protest Procedure**

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


**B. Evaluation Criteria**

The City/NOAB will apply the following selection criteria and weighting factors to evaluate the proposals received:
25% Experience, qualifications and performance history, including, without limitation, competency, responsiveness, work quality and the ability to provide the ground transportation and curbside management services.

35% Proposed Operations and Management Plan approach for providing the solicited services as described in the Scope of Services (Attachment “A”).

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

30% Management Fee Offer Proposal and Proposed Hourly Personnel Costs. Pricing proposals must be submitted in a separate sealed envelope marked “Fee Proposal”.

SECTION VII– GENERAL TERMS AND CONDITIONS

A. Ownership of Proposals

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

B. Costs of Preparation

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

C. Causes for Disqualification

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

1. Evidence of collusion among Proposers.

2. Incomplete submittal of “Proposal Contents” as outlined herein.

3. Lack of business skills or financial resources necessary to perform the Needed Services.
4. Proposer is in arrears or in default to the City on any debt or agreement or is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to faithfully perform any previous agreement with the City, in the City’s sole determination.

5. Evidence of prohibited lobbying efforts towards members of the Evaluation Committee, any members of City or Airport staff, City Officials, Board Members, Elected Officials or their advisors or consultants.

6. Proposer does not meet the Minimum Qualifications.

7. Submission of more than one Proposal by any individual, firm, partnership or corporation under the same or different names.

8. Other causes as the City/NOAB deems appropriate in its sole and absolute discretion.

D. Effect

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

E. Conflicting Provisions

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

F. Cancellation and Rejection of Proposals

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

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

G. Proposers Risks and Liabilities

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

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

I. Public Trust

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

J. Title VI Solicitation Notice

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

K. Fair Labor Standards Act

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

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

L. Occupational Safety and Health Act of 1970

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

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

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REQUEST FOR PROPOSAL
CITY OF NEW ORLEANS
CURBSIDE MANAGEMENT AND FACILITATION SERVICES
ATTACHMENT “A”

SCOPE OF SERVICES

The City of New Orleans/New Orleans Aviation Board (City/NOAB) is requesting proposals from qualified firms with airport ground transportation experience interested in providing curbside management and facilitation services for the Louis Armstrong New Orleans International Airport (Airport).

A. Background:

The Airport is served by 16 airlines, providing non-stop service to over 56 destinations. In 2018, the Airport served 13.1 million passengers. In fall 2019, the Airport will be opening a new 35-gate passenger terminal located on the north side of Airport property. All commercial airline operations will transfer to the new terminal upon opening.

There are approximately 820 taxicabs decaled to operate at the Airport, with approximately 477,000 annual trips from the Airport. In addition, there are approximately 425 decaled vehicles that are allowed to operate out of the Airport’s current Ground Transportation Center, with approximately 203,000 annual operations. For large events (i.e., Mardi Gras, Jazz Fest, Essence Fest, large conventions, national sporting events), the Airport can issue special event decals to other transportation providers that only allow access and use of the Ground Transportation Center for 10 days. Proposers should review the Airport’s Rules and Regulations concerning taxis, and other Ground Transportation operations at the Airport in advance of responding to this solicitation to ensure familiarity and understanding of the Ground Transportation operations at the Airport. The Airport is also served by the Transportation Network Companies (TNCs), Uber and Lyft.

B. Services:

The Airport is seeking a qualified and experienced ground transportation management firm to provide for curbside management at the Airport. The selected proposer will coordinate and manage:

- taxicabs,
- TNCs,
- off-airport parking shuttles, and
- pre-arranged commercial vehicle transportation services, including
  - hotel courtesy vehicles,
  - limousine/sedans,
  - crew shuttles, and
  - service vehicles.
Services include:
- vehicle dispatching,
- management of vehicles and drivers in the Airport-designated hold lot(s),
- curbside management of vehicles and passengers using the Airport’s Ground Transportation Center,
- enforcement of Airport’s Ground Transportation rules and regulations, and
- Any other reasonable function related to curbside management as designated by Airport.

All services will be supervised by the Airport’s Landside Operations Department. Physical locations and posts are set by the Airport.

### 1. Taxicab and TNC Management and Facilitation:

Taxicabs and TNCs are required to stage in the Airport’s designated holding lot (location shown in Exhibit A). Taxicabs are dispatched to the terminal arrivals curb based on a first-come first serve basis for long-trips (meaning trips going to the City of New Orleans) or short-trips (meaning local trips not going to the City of New Orleans). Long-trip taxis must enter the terminal taxi cue lane to line up for curbside pick-up, which area is shown on Exhibit B and holds approximately 20 taxis. Short-trip cabs are to be dispatched, as needed and will stage at a designated location identified by the Airport’s Landside Operations Department. Proposers should have a sufficient number of personnel to monitor and manage the taxicab arrivals curbside location to insure that taxicabs are released from the hold lot in such intervals that do not congest the Airport arrivals roadway system and are not soliciting passengers from areas of the Airport other than the designated arrival curb pick-up location.

The Airport will have one taxi starter booth located on the arrivals curb (general location shown on Exhibit B) that will serve as the taxi stand for passengers to pick-up a taxi. Proposer will be required to staff the taxi stand with an ample number of personnel to provide taxi stand services to meet passenger demand. Proposer’s staff will hand out such materials to the public using a taxi as determined by the Airport. Currently, the Airport’s taxi starter stand is generally staffed 7:00am to 12am, but remains open until approximately 45 minutes after the last fight arrives.

TNCs are to be released from the hold lot to the designated arrivals curb pick-up location in such intervals so that the Airport’s arrivals curb will not be congested with traffic. There are approximately 360 feet of arrivals curb space allocated for TNC pick-ups, as shown on Exhibit C. Any TNC dropping off a passenger must depart the Airport or proceed to the designated hold lot, as they are not allowed to wait curbside and/or bypass going to the hold lot by going to the designated arrival curb pick-up location. Proposers should have a sufficient number of personnel to monitor and manage the TNC arrivals curbside location to insure that TNCs are released from the hold lot in such intervals that do not congest the Airport arrivals roadway system and are not soliciting passengers from areas of the Airport other than the designated arrival curb pick-up location.
2. Ground Transportation Center Management and Facilitation:

The Airport Ground Transportation Center (GTC) is located beneath the public departures curb. The layout of the GTC is depicted in Exhibit D. The GTC is split between 3 lanes and Exhibit D shows the general curbside allocation between the various transportation modes. The Airport’s Landside Operations Department may modify the allocation from time to time depending on demand and level of expected operations. Pre-arranged sedan limousine service providers will stage in 20-designated spaces located in the short-term garage (ground floor), which is accessed from the GTC (depicted in Exhibit D). Dwell period for pre-arranged sedan/limousine providers is limited to 20 minutes and they must be able to present a manifest and other information as required under the Airport Rules and Regulations.

Currently, the entry and exit from the GTC is planned to be controlled via the Airport’s parking revenue control (SKIDATA) system. Authorized vehicles will enter from a designated gate-arm controlled entry lane and will be able to exit through two lanes at the exit plaza for the short-term garage.

3. General Requirements:

Proposer shall provide an exceptional level of customer service, shall facilitate the ground transportation needs of the traveling public, including individuals requiring special transportation services (e.g., physically disabled, visually impaired, the elderly), and shall monitor the Airport's Ground Transportation operations 7 days per week 365 days per year. The curbside management operation will include the management and dispatching of taxicabs, as well as all other modes of transportation.

The following tasks further detail the requirements of the services required from the selected Service Provider:

a. Service Provider shall be responsible for the management and oversight of the Airport's commercial Ground Transportation operations/operators to include taxis, limousines, pre-arranged shuttles, TNCs, hotel shuttles, off-airport parking shuttles, charter buses and other Airport decaled/authorized ground transportation operators. The Service Provider will monitor the Ground Transportation operation locations to ensure all users are in compliance with the Airport’s Rules and Regulations and all established Ground Transportation policies and procedures including those prohibiting solicitation. Management and oversight is hereby defined as staffing appropriate personnel, dispatching vehicles, ensuring vehicle and driver compliance, customer service assistance, report management and generation, crowd control/congestion mitigation, vehicular and pedestrian traffic control, distressed passenger assistance and all other aspects as determined by Airport to ensure an efficient and safe operation in all areas.
b. The Service Provider shall manage and staff the following designated Ground Transportation areas (times are estimated and subject to change by Airport Landside Department to meet the needs of the travelling public):

<table>
<thead>
<tr>
<th>Key Locations:</th>
<th># of staff</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxi / Rideshare (TNC) Hold Lot</td>
<td>2</td>
<td>7:00AM - 12 Midnight</td>
</tr>
<tr>
<td>Taxi Stand</td>
<td>3</td>
<td>7:00AM - 12 Midnight</td>
</tr>
<tr>
<td>Ground Transportation Curbside</td>
<td>3</td>
<td>7:00AM - 12 Midnight</td>
</tr>
<tr>
<td>TNC Curbside Staging Area</td>
<td>1</td>
<td>7:00AM - 12 Midnight</td>
</tr>
</tbody>
</table>

The Airport’s Landside Operations Department management may modify such locations and hours as may be necessary to provide proper coverage for ground transportation services at the Airport. The successful proposer must provide sufficient personnel and management to staff and oversee all posts and locations.

c. The Service Provider shall hire a sufficient number of employees to fully staff all shifts for all post positions on a daily basis. Staffing shall cover 365 days per year with additional personnel made available for services as needed for large conventions, holiday travel periods, and other events in New Orleans and the surrounding areas. The Service Provider shall provide adequate breaks and coverage to ensure that all locations are properly staffed at all times.

d. Every month the Service Provider shall submit a staffing plan report to the Airport’s Landside Department outlining all positions that were filled during the previous month.

e. The Service Provider shall manage and staff the taxi stand, which is the loading zone for all taxis at the terminal. The taxi stand shall be staffed with a minimum of three (3) uniformed agents approximately eighteen hours (18) per day (7am till 12-midight), including weekends and holidays. However, the taxi stand must remain open and staffed with no less than two (2) uniformed agents until 45 minutes after the latest arrival.

f. The Service Provider shall staff a minimum of one (1) uniformed agent on the arrivals curbside in the designated TNC curbside staging area to monitor TNCs.
This agent will be responsible for communicating with the agent in the hold lot about the availability of curb space for TNC release from the lot. This position must be filled during the times outlined above, including weekends and holidays.

g. The Service Provider shall staff a minimum of two (2) uniformed agents at the Taxi /Rideshare (TNC) hold lot. This agent will be responsible for releasing taxis and TNCs from the hold lot to the designated arrivals areas in such frequency so as to not cause traffic congestion on the arrivals roadway system. This position must be filled during the times outlined above, including weekends and holidays.

h. The Service Provider shall staff a minimum of three (3) uniformed agents for the Ground Transportation Curbside. These positions must be filled during the times outlined above, including weekends and holidays.

i. The Service Provider shall have an on-site working supervisor eighteen (18) hours per day including weekends and holidays. The supervisor shall be responsible for performing the work of the uniformed agents and will provide coverage for any post that does not have sufficient coverage. Moreover, the supervisor shall assist during peak passenger traffic periods to facilitate ground transportation services.

j. The Service Provider's Manager shall be on-site between the hours of 9:00am and 6:00pm, Monday through Friday to ensure daily oversight and management of the operation in accordance with the business and operational hours of the Airport’s Landside Operations Department. In addition, they shall be on-call 24 hours per day including weekends and holidays to respond to all Ground Transportation operation emergencies and issues.

k. The Service Provider shall maintain proper communication between its operations and Airport’s Landside Operations management offices via handheld radios. Managers and supervisors should be accessible to the Airport’s Landside Operations Department staff by cellular phones.

l. The Service Provider shall ensure that all vehicles entering the GTC have the authorized Airport decal (or other authorization) and, as applicable, transponders to allow access to the GTC. The Service Provider shall monitor and manage all traffic as required in the GTC directing pedestrian and vehicular traffic, setting up and taking down cones or barricades, and erecting or replacing delineators. The Service Provider shall ensure that the GTC does not congest the terminal roadways and shall promptly address any concerns through the Airport’s Landside Operations and Security Departments. As may be necessary, Service Provider’s uniformed personnel may be needed to direct
traffic during any period of roadway congestion caused by ground transportation operations.

m. The Service Provider shall ensure that there is no traffic congestion caused by the dispatching of too many taxis and/or TNCs. Service Provider shall dispatch taxis from the hold lot to meet customer demand. Service Provider shall dispatch TNCs from the designated hold lot in such frequency as to not overwhelm traffic on the arrivals curb. Service Provider Agents shall respond to all congestion at the entry gates whenever the hold lot is full and take appropriate action to mitigate its effect.

n. The Service Provider shall manage peak convention, holiday, New Orleans tourist events, and distressed passenger traffic through proper staffing, vehicle dispatching and crowd control. Service Provider staff will be required to work overtime if necessary to address operational needs as approved by the Airport.

o. The Service Provider shall assist in keeping the loading areas within the GTC clean. The service provider will ensure the removal of wheel chairs and Smarte Carts to ensure a safe and hazard-free efficient operation.

p. The Service Provider shall provide pedestrian and vehicular traffic control within the GTC at all times, especially during periods of heavy pedestrian and vehicular movement. This will ensure safe and expeditious movements throughout all Ground Transportation operations.

q. The Service Provider shall submit daily and weekly reports to the Airport’s Landside Operations Department managers highlighting any and all operational issues and shall complete incident reports for any and all incidents or non-compliance within Ground Transportation operations.

r. The Service Provider will contract with a vehicle towing service to move vehicles in an emergency, move parked vehicles that impede traffic/operations or are parked illegally in the GTC and holding lots.

s. The Service Provider shall keep clean any and all facilities provided for the use of its personnel in the performance of the services required hereunder. Any issues or maintenance/repair items shall be promptly reported to the Landside Operations Department. Service Provider's use of the facilities provided by the Airport shall in no way be deemed to be a lease of the areas.

t. All lost articles found by the Service Provider, its agents or employees, or that are found by Ground Transportation operators, taxis, TNCs or patrons and given to the Service Provider that remain unclaimed, shall be turned over to the Airport Lost and Found Office as soon as possible but no longer than within
twenty-four (24) hours of the item coming into Service Provider’s possession. The Service Provider, its agents, and employees shall have no right to reclaim said articles.

u. The Service Provider shall promptly investigate and resolve all complaints about service by their employees. The Service Provider shall furnish the Airport’s Landside Operations department with a copy of the complaint, the Service Provider's documentation of its investigation of the complaint, and its written response within forty-eight (48) hours. The Service Provider shall maintain throughout the duration of the contract a computerized database of compliments and complaints, which shall be made available to the Airport upon request. Similarly, Service Provider shall investigate and respond to any customer service complaints received directly by the Airport in relation to ground transportation operations.

v. Service Provider employees will be allowed to park in the Airport’s designated employee parking lot, with the cost (if any) borne by the Service Provider or its personnel. At this time, there is no cost for employee parking.

w. The on-site Manager shall meet not less than bi-weekly (or such other frequency as decided by the Airport) with the Landside Operations Department managers and report on all activities. The Service Provider shall participate in construction activity coordination meetings, crowd control meetings, and other meetings deemed necessary by the Airport.

x. The rights granted under the contract are not exclusive and the Airport reserves the right to contract with others for Ground Transportation related services without obligation to engage Service Provider, to staff or manage those additional operations, to change the Service Provider's Management Fee, or any other obligation whatsoever.

y. The Service Provider shall employ professional, well-trained staff, to assure a high standard of service to fulfill its obligations under the contract. The Service Provider shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. As a minimum the Service Provider shall, prior to hiring an applicant, determine the compatibility of the applicant working in a customer service environment, test each applicant for the presence of illegal drugs and the presence of legal drugs in excess of medically approved standards, and examine the applicant's conviction record to determine instances of prior criminal convictions that would disqualify the applicant for a position of public trust. Results of drug tests for each employee must be available for inspection by the Airport. Employee background checks shall comply with all state, local, and Federal employment requirements. All employees are required to have a NON SIDA Badge. Information about application process, requirements and fees associated can be found
The costs for the issuance of Airport ID badges for its personnel shall be borne by the Service Provider.

z. The Service Provider shall not employ or retain in its service, or permit to remain on the premises, any person reasonably and for good cause found by the Airport to be objectionable or unfit for employment. This includes the responsibility to handle late flight conditions and to provide additional coverage beyond the normal schedule to maintain the stated service levels at all times, including those periods of abnormal activity patterns.

aa. The Service Provider shall select and propose an on-site manager whose primary responsibility shall be the coordination of the day-to-day operations of the program and oversight of all supervisors. The manager will report to and work closely with the Airport's Landside Operations management to ensure the success of the services. Proposer may suggest other on-site management level positions, with a clear description of the duties and responsibilities of each such position. To effectively monitor the performance, the manager must: ensure employees have all required uniform items to include Security Badges, prior to deployment at the airport; work at least two (2) weekend days and two (2) evenings each month; make daily rounds of all locations where services are rendered to monitor performance and appearance; resolve employee's administrative concerns as quickly as possible, preferably within two (2) business days; adhere to disciplinary action procedures as outlined in the Employee Handbook provided by the Service Provider; maintain detailed records of training and disciplinary actions; ensure that incentives are provided in accordance with the approved recognition program. The Airport reserves the right to approve the selection of the manager and any other management level positions. If the Airport finds candidates unacceptable, the Service Provider shall propose other candidates until an acceptable candidate is found.

bb. Employees who come in contact with customers must be uniformed and must always wear a name badge (First name and last initial) at all times such employee is on Airport property while on duty, on break, arriving for work or leaving work. The manager is not required to wear a uniform; however, he/she must wear business professional attire at all times while working on the Airport premises and must display an airport badge.

c. The Service Provider shall fully train all personnel prior to their beginning work at the Airport. This includes customer service training.

dd. Every employee of Service Provider who is expected to regularly communicate with members of the public or with Airport staff shall be able to communicate verbally and in writing in clearly understandable English.
ee. All media inquiries shall be directed to the Airport’s Communications Director.

ff. Service Provider will be assigned, without charge, an office area on the south campus of the Airport for conducting its operations and management of the services to be provided hereunder. The Airport reserves the right to require relocation and/or to make modifications and/or changes to space provided without cost or expense to the Airport.

gg. Service Provider shall obtain radio equipment for its personnel and supervisors as part of its standard equipment. Service Provider is responsible for daily radio inventories at the beginning and end of each shift. Inventory reports should be available to the Airport’s Landside Operations department.

hh. Any Airport equipment assigned for use by the Service Provider is, and shall remain, the property of the Airport. The Airport may authorize or direct Service Provider to purchase additional replacement equipment for the Airport as a Reimbursable Expense. Title to such equipment shall vest in the City immediately upon purchase. Service Provider shall keep all equipment in good working order, normal wear and tear excepted.

ii. Any equipment assigned to Service Provider by the Airport that is lost, stolen or destroyed shall be reported to the Airport no more than twenty-four (24) hours after Service Provider becomes aware of the lost, stolen or destroyed equipment. Service Provider shall be responsible for the replacement and cost of any lost, stolen or destroyed Airport equipment assigned to Service Provider.

jj. Service Provider shall purchase, at its own expense, office equipment or other materials for its own use in managing the services. Such additional equipment or materials will remain the property of Service Provider.

kk. The Service Provider shall, at no additional cost or expense to the Airport, have vehicles to expeditiously move around the operation and all locations where services are provided.

ll. The Service Provider will be required to maintain all equipment in good functional condition throughout the term of the curbside management agreement, failure to maintain the equipment will subject the Service Provider to paying all costs necessary to repair or replace such equipment.

4. General Requirements, Proposer Experience and Responsibilities:

Proposers must have at least five (5) years’ experience within the last 10 years in ground transportation curbside management and dispatch of public or private transit vehicles (e.g. buses, limousines, vans, taxis and para-transit vehicles) at an airport. Each proposer must clearly illustrate how it meets these minimum qualification requirements. Proposer
should explain in detail the number of years and extent of Proponent’s relative experience, with special emphasis upon prior experience in the operation and management of such facilities at airports and major transportation centers.

The assigned curbside management and facilitation personnel will enforce the Airport’s Rules and Regulations as well as landside loading and staging rules, coordinate passenger pick-up and drop-off areas, and all other passenger ground transportation. The selected proposer will provide all technology, personnel, materials, tools, supplies, equipment, uniforms, vehicles, transportation, supervision, technical and professional services and all operations necessary to provide professional curbside management services.

Curbside facilitators and agents must be trained to provide exceptional customer service to arriving passengers. This includes assisting passengers at crossing areas and coordinating loading and staging areas for hotel and car rental buses, on-demand shuttles and limousines, buses, pre-arranged shuttles and limousines, vans and passenger taxis. Curbside personnel will also aid in coordinating transportation services for those with special needs (e.g., physically disabled, visually impaired and the elderly).

Implementation of new ground transportation technology to improve the level of service, such as automated dispatching services, virtual taxicab cueing, and tracking of app-based and traditional “for-hire” transportation, is subject to review and advance approval by the Airport. Any Airport-approved technology shall be installed by the proposer, with the costs to be reimbursed by the Airport amortized over the term of the contract. Upon receipt of full payment by the Airport, such technology shall become the property of the Airport.

C. Operations and Management Plan:

Proposers shall submit an Operations and Management Plan providing specifics and details for providing the necessary ground transportation and curbside services discussed in this RFP. The plan shall provide details on proposer’s approach for operating, managing and staffing the services and description of how proposer will ensure that all items included in the Scope of Services will be provided. All submissions and all documentation submitted therewith are City/NOAB property for all purposes. Proposers must clearly mark documents or information claimed to be exempt from public records disclosure and specifically justify the exemption. Information deemed proprietary and/or confidential that is included in the Proposal should be printed on pink paper. The City/NOAB will not credit any blanket exemption claims lacking specific justification. The City/NOAB does not guarantee the confidentiality of submissions, and final determinations as to which information, if any, is exempt from disclosure rests with the City/NOAB. The Plan should include, but is not limited to, the following items:

1. Proposed organizational structure both graphically and in narrative format. The organizational structure and narrative should identify the executive resources available to the on-site manager (or management team, if proposed). The proposal shall also include a proposed staffing schedule to provide the 365 days
per year coverage for all post locations identified in this RFP. Proposers should include and identify any Airport Concessions Disadvantaged Business Enterprise (ACDBE) position(s)/resources within the organizational chart.

The proposed on-site management must include at least one individual who has a minimum of five (5) years’ experience in ground transportation management with emphasis on shuttle, limo and/or taxi dispatching, vehicle inspection, crowd control, vehicular and pedestrian traffic control and customer service in airport environs. The names of proposed candidates for the on-site manager position (and each person of any proposed management team structure) must be submitted. Resumes must be provided in an appendix for all key personnel, including all of the executive resources included on the organizational chart. Resumes should be organized as follows:

- name and title,
- professional background,
- current and past relevant employment,
- education, and
- any certifications.

By submitting a proposal in response to this RFP, Proposer acknowledges and agrees that it is committing to use one of the proposed candidates to serve as the on-site manager and assistant manager if such position is proposed as well as the executive resources. In the event there is a need to replace the on-site manager (or any member of the management team, if proposed) after Proposer submits its proposal or during the term of the agreement, changes may only be made with the prior written consent of the Airport.

2. Describe how the Proposer will manage the transition from existing provider of curbside management services to itself. The transition plan should include the following:

   a. Detail staffing plan based upon the number of staff described in the Scope of Services section of the RFP (at a minimum); and any additional non-billable supervisory staff to support a smooth transition;

   b. Describe how Proponent’s personnel staff the various assignments; staff rotation to ensure that all employees know the ground transportation and curbside areas; and

   c. Describe schedule matrix to show assignments, hours worked, on a daily/on-going basis;

3. Proposer shall detail its plan to control taxicab and TNC flows from the holding
areas to the designated terminal curbsides and the control of flows through the ground transportation center (including plan for handling special events such as Jazz Fest, Mardi Gras, Essence Fest, etc.). Specific reference should be made to responding efficiently to the various ground transportation and passenger surges throughout any given day.

4. Proposer shall describe the training programs it will implement to provide a consistent and high level of customer service to ground transportation providers and the travelling public. It must include processes and procedures for handling customer verbal, written and telephone complaints and for resolving issues with taxicab operators and situations between other ground transportation operators and/or curbside customers. Proposers should also discuss corporate management support, employee retention and any incentive programs, customer service policies, and any operational procedures.

5. Proposer shall describe its plans to provide quality control of its curbside management services and of the taxicabs and other services providing ground transportation at the Airport. Proposer shall describe in detail training and testing programs required of its personnel to ensure they have passed a criminal background check and are drug-free. All personnel engaged to perform work at the Airport will be required to have an Airport NON SIDA ID badge. Information about application process, requirements and fees associated can be found at: [http://flymsy.com/PageDisplay.asp?p1=8907](http://flymsy.com/PageDisplay.asp?p1=8907). The costs for the issuance of Airport ID badges for its personnel shall be borne by the selected proposer.

6. Proposer shall describe in detail the ground transportation and curbside management technology recommended to be deployed, with the costs of which (including installation) amortized over the term of the proposed agreement. Such technology should be targeted to improve the level of service, such as automated dispatching services, virtual taxicab cueing, and tracking of app-based and traditional “for-hire” transportation.

### D. Hourly Rate & Management Fee:

Proposers shall provide the hourly rates for each category of personnel required to fill the staffing needs called for herein for each of the three years of the primary term of the proposed agreement and for each year for the proposed renewal period on the form contained in Exhibit E. The Airport will use these hourly rates to reimburse the selected proposer for the actual hours staff worked in performing the curbside management services. The Airport does not pay overtime.

Proposers shall submit a Management Fee offer on the form contained in Exhibit F. The Management Fee shall be all inclusive of Proposer’s costs for performance of all services,
exclusive of personnel costs (which will be based on hourly rates and actual hours worked), required by the scope of work. This includes, but is not limited to, vehicles, all communications equipment (radios/cell phones), uniforms, office supplies/equipment, insurance, etc. The annual Management Fee bid for each Contract Year shall be no more than five percent (5%) greater than the annual Management Fee for the prior year.
Exhibit A

General Terminal Layout – Taxi / TNC Holding Lot Location (see #8)

Taxi / TNC Holding Lot (enlarged view)
Attachment A
New Orleans Aviation Board
RFP for Curbside Management and Facilitation Services
City of New Orleans RFP Solicitation #190
Note: Specific location of the taxi starter booth has not been identified as of the issuance of this RFP. The specific location will be determined by the Airport.
Note: The length of the designated TNC pick-up is approximated. Actual arrival curb space designated by the Airport for TNC pick-up on the arrivals curb is subject to change. It is currently estimated to be approximately 360 feet.
Exhibit D

Curbside Allocation - GTC

Inner Curbside (1 thru + 2 unload lanes)
- Limos (Airport Limo) ~ 145 ft
- Airport Shuttle ~ 145 ft
- Staging for Limos and Airport Shuttle ~ 100 ft
- Delivery Vehicles/Service Vehicles

Middle Curbside (1 thru + 1 unload lane)
- Off-Airport parking shuttle/Hotel shuttles/Airline crew shuttles/ Large charter buses

Outer Curbside (1 thru + 1 unload lane)
- Oil industry crew shuttles/Cruise crew shuttles

Source: NOAB Staff
### Exhibit E

**Hourly Personnel Costs**

#### For Primary Contract Term

<table>
<thead>
<tr>
<th>Personnel Costs*</th>
<th>Contract Year 1</th>
<th>Contract Year 2</th>
<th>Contract Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>$XXX</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
<tr>
<td>Supervisor</td>
<td>$XXX</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
<tr>
<td>Uniformed Agent</td>
<td>$XXX</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
<tr>
<td>Other **</td>
<td>$XXX</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
</tbody>
</table>

#### For Renewal Period

<table>
<thead>
<tr>
<th>Personnel Costs*</th>
<th>Renewal Year 1</th>
<th>Renewal Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
<tr>
<td>Supervisor</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
<tr>
<td>Uniformed Agent</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
<tr>
<td>Other **</td>
<td>$XXX</td>
<td>$XXX</td>
</tr>
</tbody>
</table>

*Personnel costs shall be all inclusive rate with all benefits, payroll taxes, FICA, Unemployment Insurance, Contractor profit and overhead included. Overtime shall not be paid by the Airport.*

**This line item may be left blank or can be used for other on-site positions Proposer deems necessary for fulfillment of the services. The Airport reserves the right during contract negotiations with the successful Proposer to accept or reject the addition of any such positions.*
Exhibit F

MANAGEMENT FEE OFFER***

Proposer, having examined carefully RFP 8910-XXXX and having become familiar with all of the terms and conditions and requirements specified in said RFP and accompanying materials, hereby submits the following Management Fee Offer as and for compensation for the privilege of and permission to provide the curbside management and facilitation services for the Louis Armstrong New Orleans International Airport:

1. The amount of Proponent’s Contract Year No.1 Management Fee Offer is ($ ) Dollars

2. The amount of Proponent’s Contract Year No. 2 Management Fee Offer is ($ ) Dollars

3. The amount of Proponent’s Contract Year No. 3 Management Fee Offer is ($ ) Dollars

Proponent’s Total Management Fee Offer for the first three (3) Contract Years.
($ ) Dollars
(Management Fee Offer for Contract Year No. 1 + Contract Year No. 2 + Contract Year No. 3)

4. The amount of Proponent’s Renewal Year No.1 Management Fee Offer is ($ ) Dollars

5. The amount of Proponent’s Renewal Year No. 2 Management Fee Offer is ($ ) Dollars

Proponent’s Total Management Fee Offer for the first renewal period.
($ ) Dollars
(Management Fee Offer for Renewal Year No. 1 + Renewal Year No. 2)

The total charge for the Management Fee cannot increase by more than 5% cent per year.

*** Management Fee shall be all inclusive of Proposer’s costs for performance of all services, exclusive of personnel costs (which already includes profit/overhead), required by the scope of work. This includes, but is not limited to, vehicles, all communications equipment (radios/cell phones), uniforms, office supplies/equipment, insurance, etc.
Please sign the appropriate place:

________________________________________
Signature

________________________________________
Title

________________________________________
Company
CURBSIDE MANAGEMENT SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

BY AND THROUGH THE NEW ORLEANS AVIATION BOARD

AND

NAME OF CONTRACTOR

RFP NUMBER

TITLE OF RFP

THIS CURBSIDE MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), by and through the New Orleans Aviation Board, represented by Hon. Michael Bagneris, Chairman (the “Board”) (collectively referred to as “Airport”), and NAME OF CONTRACTOR, represented by NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY (the “Contractor”). The Airport and the Contractor may sometimes be collectively referred to as the “Parties.” The Agreement is effective as of the date of execution by the City (the “Effective Date”).

RECITALS

WHEREAS, the Airport issued a Request For Proposals for Curbside Management Services, RFP #XXX (the "RFP") seeking services as described in said RFP for the Airport; and

WHEREAS, the Contractor responded to the RFP, setting forth that it is an experienced operator of curbside management services; and

WHEREAS, the Airport has selected the Contractor to perform the professional services described in the RFP and the Board approved this Agreement at its meeting on ________, 20XX.

NOW THEREFORE, the Airport and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

A. Services. The Contractor will provide the curbside management services at the Airport as described in Exhibit A. Services include, but are not limited to,

1. Coordination and management of taxicabs, TNCs, off-airport parking shuttles and pre-arranged commercial vehicle transportation services, including hotel courtesy vehicles, limousine/sedans, crew shuttles and service vehicles.

2. Vehicle dispatching.

3. Management of vehicles and drivers in the Airport-designated hold lot(s).


5. Enforcement of Airport’s Ground Transportation rules and regulations.

6. All other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the last addendum, the RFP and the
Contractor’s proposal dated DATE OF PROPOSAL. To the extent of a conflict between the Contractor’s proposal and the RFP, the RFP shall govern.

7. Any other reasonable function related to curbside management as designated by Airport.

Contractor shall submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement. Contractor shall monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf. Contractor shall cooperate with the Airport and any person or entity performing work for the Airport. Airport staff are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

All services will be supervised by the Airport’s Landside Operations Department. Physical post locations and posts are set by the Airport and shall be manned by Contractor during the hours as directed by the Airport.

B. Standards. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the Airport’s Rules and Regulations and all established Ground Transportation policies and procedures including those prohibiting solicitation. Contractor is strictly prohibited from engaging in the recruitment or solicitation of business including the provision of Ground Transportation. Contractor may not place or install any carts, kiosks, inline store, racks, stands, and display merchandise or trade fixtures outside the boundaries of the Facilities without the express written consent of the Director of Aviation. Failure to adhere to this provision of the Agreement is deemed a material breach which may result in suspension or termination of all or any portion of this Agreement in addition to any other remedies available to City in this Agreement, at law or in equity.

C. Compliance with Laws. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

D. Invoices.

1. The Contractor will submit monthly invoices for work performed under this Agreement to the Airport no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the Airport is not liable. At a minimum, each invoice must include the following information and supporting documentation:

   1. Detailed and itemized description of the work and services performed during the immediately preceding calendar month;
   2. Rates and itemized hours (e.g., time sheets) for all persons associated with completion of the work and services during the invoice period;
   3. The amount that has been billed by Contractor to date;
   4. Monthly Disadvantaged Business Enterprise (“DBE”) reporting; and
5. Copies of all supporting invoices in the required format as stated above for sub-Contractors and vendors included in the amounts billed to the Airport by Contractor.

2. As applicable, the Contractor shall include in its monthly invoice the amount due for Airport-approved technology that has been implemented. The Contractor shall amortize the costs for any Airport-approved technology that is implemented in equal monthly installments over the balance of the initial term of this Agreement or any renewal. Contractor shall not be entitled to charge interest unless Contractor was required to finance the purchase and such financing was agreed to in advance by the Airport before the Contractor’s purchase of the technology.

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

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

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

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

F. Records and Reporting.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of 3 years under Public Records Law from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the Airport all plans and records of work compiled through the date of termination.
2. The Contractor will identify any reporting requirements, including the frequency, method and contents.

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

G. Audit and Inspection.

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

2. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. Insurance.

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

   1. Comprehensive General Liability. Contractor shall maintain comprehensive general liability insurance, with combined limits of liability for property damage, bodily injury and/or death of not less than $1,000,000.00, for Contractor (and sub-Contractors).

   2. Automobile Liability. Contractor shall maintain automobile liability at a limit of liability not less than $1,000,000 for access to Landside, Airport Owned Property Access and $5,000,000 for Airport Airside Access (if applicable), for each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, Contractor agrees to maintain hired and non-owned auto liability in the same amounts. The hired and non-owned auto liability coverage requirement may be satisfied by way of endorsement to the comprehensive general liability policy, or by a separate business auto coverage form. This coverage shall be primary.
3. Worker’s Compensation Insurance & Employers Liability. Contractor shall maintain worker’s compensation and employer’s liability coverage for all employees in accordance with all applicable state laws and including without limitation employer’s liability including occupational disease, subject to a limit of liability of not less than $100,000 limit each accident, $100,000 limit disease aggregate, $100,000 limit disease each employee. Workers’ Compensation limits shall be statutory. This coverage shall be primary.

4. Professional Liability. Contractor shall maintain professional liability or equivalent errors and omissions coverage at not less than $1,000,000 per claim. If applicable, when a self-insured retention (SIR) or deductible exceeds $10,000, the Airport reserves the right to request and review Contractor’s most recent annual report or audited financial statement, and to consider Contractor in default of this Agreement if said information does not, in Airport’s sole discretion, reveal sufficient financial strength to protect the Airport. For policies written on a claims-made basis, Contractor shall maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an occurrence form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the duration of this Agreement, Contractor shall purchase a SERP with a minimum reporting period not less than three (3) years. This coverage shall be primary.

5. Umbrella or Excess Liability. If necessary, Contractor may satisfy the minimum limits required above for commercial general liability, business auto liability, and professional liability coverage under umbrella or excess liability. The umbrella or excess liability coverage shall have an aggregate limit not less than the highest “Each Occurrence” limit for commercial general liability, business auto liability, or professional liability.

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

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

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

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

6. Without notice from the Airport, the Contractor will:
   1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
   2. Substitute insurance coverage acceptable to the Airport within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
   3. Notify the Airport in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

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

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

I. **Indemnity.**

1. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the Airport, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments for sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. **Limitation.** The Contractor’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. **Independent Duty.** The Contractor has an immediate and independent obligation to, at the Airport’s option: (a) defend the Airport from or (b) reimburse the Airport for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.
4. **Expenses.** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the Airport's reasonable attorney fees and expenses, incurred by the Airport in enforcing this indemnity.

**ARTICLE II - REPRESENTATIONS AND WARRANTIES**

**A.** The Contractor represents and warrants to the Airport that:

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

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

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

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

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

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

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

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

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Contractor and the execution of this Agreement by the Contractor’s representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

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

**C. Non-Solicitation Statement.** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.
D. **Employee Verification.** The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the Airport occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the Airport a sworn affidavit attesting to the above provisions if requested by the Airport. The Airport may terminate this Agreement for cause if the Contractor fails to provide the required affidavit or violates any provision of this paragraph.

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

**ARTICLE III - THE AIRPORT’S OBLIGATIONS**

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

1. Provide the Contractor any documents or other information deemed necessary for the Contractor’s performance of the services required under this Agreement;

2. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor.

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

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

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

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

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

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

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

ARTICLE IV - COMPENSATION

A. Rate of Compensation.

1. The Airport will pay the Contractor in accordance with the amounts established in the Hourly Rates and Management Fee Offer found in Exhibit B. The Contractor shall submit a monthly invoice for the Hourly Rates for the previous month and 1/12th of the annual Management Fee.

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

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

4. The Contractor will notify the Airport immediately in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust, the Hourly Rates and Management Fee Offer found in Exhibit B notwithstanding, to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the Airport under this Agreement for the first contract year is $\text{INSERT NUMERICAL MAXIMUM DOLLAR AMOUNT}.

ARTICLE V - DURATION AND TERMINATION

A. Term. The term of this Agreement shall be for a period of three (3) years, beginning the Effective Date.

B. Extension. This Agreement may be extended at the option of the Airport, for one (1) additional two-year term.

C. Termination for Convenience. The Airport may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least 30 calendar days before the intended date of termination.
D. **Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Airport will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. **Termination for Cause.** The Airport may terminate this Agreement immediately for cause by sending written notice to the Contractor. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the Airport’s Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date that the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

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

ARTICLE VI – DECLARED DISASTER

A. **Declaration.** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the Airport on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

B. **Task Order. Notification and Personnel.** Prior or during the declaration of an emergency, the Airport will notify the Contractor via task order if the Airport requires the Contractor’s support. Upon activation by task order, the Contractor will provide the Airport with contact information of personnel assigned to the task order; and coordinate with the Airport to identify any personnel available to meet the Airport’s needs.

C. **Purchase Order.** Once services are identified, the Airport will issue a purchase order to the Contractor. The Airport will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that the Airport is provided with timely and accurate reports and other documentation, as requested.

ARTICLE VII - PERFORMANCE MEASURES

A. **Factors.** The Airport will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and
conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

**B. Failure to Perform.** If the Contractor fails to perform according to the Agreement, the Airport will notify the Contractor. If there is a continued lack of performance after notification, the Airport may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the Airport will invoice the defaulting Contractor for any increase in costs and other damages sustained by the Airport. Further, the Airport will seek full recovery from the defaulting Contractor.

**ARTICLE VIII – LIVING WAGES**

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

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

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

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

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

**B. Non-Discrimination.**

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

2. **Non-Discrimination.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor’s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

3. **Incorporation into Subcontracts.** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

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

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

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

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

D. **SLDBE Goals.** The Airport established an SLDBE goal for this Agreement. The goal is as stated in the Request for Proposals; however, the final goal is as stated on SLDBE Compliance Form-1.
Contractor acknowledges that only work performed by SLDBEs (or DBEs, as the case may be) who meet the following requirements will be eligible to be counted toward the goal:

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

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

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

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

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

E. **Commercially Useful Function.** SLDBE participation is only counted when the SLDBE or DBE Contractor, contractor, or vendor performs a commercially useful function.

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

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

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

1. Efforts made to select portions of the work to be performed by SLDBEs or DBEs in order to increase the likelihood of achieving the stated goal. It is the Contractor’s responsibility to make a sufficient portion of the work available to sub-consultants, subcontractors, and suppliers and to select those portions of work or materials consistent with the availability of SLDBE or DBE subcontractors, subcontractors and suppliers to assure meeting the goal for SLDBE participation. Selections of portions of work are required to at least equal the SLDBE goal in the contract.

2. Written notifications at least fourteen (14) calendar days prior to bid opening which solicits a reasonable number of SLDBEs or DBEs interested in participation in the contract as a subcontractor, regular dealer, manufacturer or sub-contractor for specific items of work. Contractor shall provide notice to a reasonable number of SLDBEs or DBEs that their interest in the contract is being solicited, with sufficient time to allow the SLDBE or DBE to participate effectively. Contractor shall seek SLDBEs or DBEs in the same geographic area from which it generally seeks subcontractors for a given project. If the contractor cannot meet the goal using SLDBEs or DBEs from the normal area, Contractor shall expand its search to a wider geographic area.

3. Demonstrated efforts made to negotiate in good faith with interested SLDBEs or DBEs for specific items of work include:
   a. Attending pre-bid meetings that were scheduled to inform SLDBE or DBE firms of subcontracting opportunities and/or requesting a copy of the DBE Directory.
   b. Soliciting certified SLDBE participation through all reasonable and available means of communication (e.g., letters, telephone calls, face-to-face meetings, place notices in hardcopy and online publications, network with community organizations).

Page 14 of 30
c. Providing potential SLDBE or DBE firms and vendors with adequate and timely information as to the plans and specifications of a project, as well as information necessary to provide a bid or quote.

d. Documenting that certified SLDBEs or DBEs for each potential vendor, subcontracting or supply category in the contract have been contacted. Documentation must include:
   i. The names, addresses, and telephone numbers of SLDBEs or DBEs that were contacted, and the date(s) of contact.
   ii. A description of the information provided to SLDBEs or DBEs regarding the plans and specifications for portions of the work to be performed.
   iii. A statement explaining why additional agreements with SLDBEs or DBEs were not reached.

e. Selecting portions of the project to be performed by a certified SLDBE(s) or DBE(s) in order to increase the likelihood that the SLDBE goal will be achieved. Divide the contract into economically feasible segments.

f. For each SLDBE or DBE that is contacted but rejected, providing the firm with reasons for the rejection and providing the DBELO with a copy of the documentation.

g. Any additional information not included above which would aid the DBELO in evaluation of the Contractor’s Good Faith Efforts.

4. The following are examples of actions that will not be accepted as justification by the Contractor for failure to meet SLDBE contract goals:

   a. Failure to contract with a SLDBE or DBE solely because the SLDBE or DBE was unable to provide performance and/or payment bonds
   b. Rejection of a SLDBE or DBE bid or quotation based on price alone.
   c. Failure to contract with a SLDBE or DBE because the SLDBE or DBE will not agree to perform items of work at the unit price bid.
   d. Failure to contract with a SLDBE or DBE because the Contractor normally would perform all or most of the work in the contract.
   e. Rejection of a SLDBE or DBE as unqualified without sound reasons that are based on a thorough investigation of their capabilities.
   f. Failure to make more than mail solicitations.

G. Post-Award Modification. Generally, the DBELO will only count toward fulfillment of Contractor’s SLDBE goal work performed by SLDBEs or DBEs listed on SLDBE Compliance Form-1 who meet the requirements listed under SLDBE Goals.

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

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

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

**H. Cooperation.** Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s SLDBe participation as well as document and maintain records of Good Faith Efforts with SLDBe s or DBEs.
2. Execute written contracts with SLDBe s or DBEs that meet the applicable SLDBe goals.
   a. Contractor shall provide the DBELO with copies of said contracts within 30 days from the date this Agreement is fully executed between the Airport and Contractor.
   b. Contractor shall agree to promptly pay subcontractors, including SLDBe s and DBEs, in accordance with law.
3. Establish and maintain the following records for review upon request by the DBELO:
   a. Copies of written contracts with SLDBe s or DBEs and purchase orders;
   b. Documentation of payments and other transactions with SLDBe s or DBEs;
   c. Appropriate explanations of any changes or replacements of SLDBe s or DBEs, which may include a record of Post-Award Good Faith Efforts for each certified firm that Contractor does not use in accordance with the approved SLDBe participation submission;
   d. Any other records required by the DBELO.

Contractor is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their SLDBe obligations.
4. Post monthly payments and submit regular reports to the DBELO as required via B2G Now or other means approved by the DBELO.
   a. Contractor shall submit the initial report outlining SLDBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the Airport to Contractor. Thereafter, “SLDBE Utilization” reports shall be due on or before the fifteenth day of each month until all SLDBE subcontracting work is completed.
   b. Reports are required even when no activity has occurred in a monthly period.
   c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in SLDBE participation.
   d. Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the DBELO.
   a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
   b. No changes to the established percentage and SLDBE or DBE Entities submitted on SLDBE Compliance Form-1 shall be allowed without approval by the DBELO.
   c. The Airport will not adjust the contract for any increase in cost due to replacement of SLDBE or DBE Entities.

I. Monitoring. To ensure compliance with SLDBE requirements during the term of this Agreement, the DBELO will monitor the Contractor’s use of SLDBE and DBE sub-consultants, subcontractors, and suppliers through the following actions:
   1. Job site visits;
   2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the Board;
   3. Routine audits of subcontract agreements and correspondence.
   4. Routine audits of contract payments to all sub-consultants, subcontractors, and suppliers;
   5. Reviewing of records and reports; and/or
   6. Interviews of selected personnel.

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

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

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

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

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

**ARTICLE X - NON-DISCRIMINATION**

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

B. **Non-Discrimination.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the Airport working with the Contractor in any of Contractor’s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Incorporation into Subcontracts.** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

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

**ARTICLE XI - INDEPENDENT CONTRACTOR**

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

B. *Exclusion of Worker’s Compensation Coverage.* The Airport will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workers’ Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any persons employed by the Contractor will not be considered an employee of the Airport for the purpose of Workers’ Compensation coverage.

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

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

**ARTICLE XII - NOTICE**

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

1. To the Airport:
   
   Deputy Director of Operations  
   New Orleans Aviation Board  
   Louis Armstrong New Orleans International Airport  
   P.O. Box 20007  
   New Orleans, LA 70141

   &

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

2. To the Contractor:

   **NAME AND ADDRESS OF POINT OF CONTACT FOR Contractor TO RECEIVE NOTICES**
A. **Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient’s refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

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

**ARTICLE XIII - ADDITIONAL PROVISIONS**

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

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

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

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

E. **Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the Airport or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. **Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

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

1. Exhibit A – Scope of Services
3. Exhibit C – Hourly Rates and Management Fee Offer
4. Exhibit D –
5. Exhibit E –
H. **Jurisdiction.** The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

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

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

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

L. **Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

M. **Order of Documents.** In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the last amendment to the RFP, the RFP and Scope of Services.

N. **Ownership Interest Disclosure.** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the Airport may, after 30 days’ written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until the required affidavits are submitted.

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

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

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

**R. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**S. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

**T. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, and IDENTIFY ANY OTHER PROVISIONS THAT SHOULD SURVIVE TERMINATION shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

**ARTICLE XIV – REQUIRED FEDERAL CONTRACT PROVISIONS**

The Contractor agrees to comply with the Required Federal Contract Provisions attached hereto as Exhibit [ ].

**Government Agreements.** This Agreement shall be subordinate to the provisions of any existing or future agreements between NOAB and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other
governmental authority of other civil airports receiving such funds. NOAB agrees to provide Contractor written advance notice of any provisions that would adversely modify the material terms of this Agreement.

**ARTICLE XV – COUNTERPARTS**

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

**ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY**

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

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]
IN WITNESS WHEREOF, the Airport and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: ____________________________________________
LATOYA CANTRELL, MAYOR

Executed on this _______ of ________________________, 201__

FORM AND LEGALITY APPROVED:
Law Department

By: ____________________________________________

Printed Name: ___________________________________
Approved by resolution of the New Orleans Aviation Board dated **DATE** and directing the Chairwoman and Director of Aviation to execute the same:

**NEW ORLEANS AVIATION BOARD**

By: __________________________________________
Hon. Michael Bagneris, Chairman          Date
New Orleans Aviation Board

By: _________________________________________
Kevin Doliole, Director of Aviation         Date
New Orleans Aviation Board

**Reviewed as to form and legality:**

By: _________________________________________
Michele Allen-Hart                          Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board
Professional Services Agreement between
The City of New Orleans and by and through the New Orleans Aviation Board and
NAME OF CONTRACTOR
RFP NUMBER AND TITLE
PO# - TO BE INSERTED BY LAW DEPARTMENT
K# - TO BE INSERTED BY LAW DEPARTMENT

NAME OF Contractor

BY:
NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY

FEDERAL TAX I.D. OR SOCIAL SECURITY NO. [Do not insert this number in any drafts of the agreement. This information is confidential and should only be filled out by Contractor when the individual signs the agreement. This information shall not be published]

[EXHIBIT(S) XXXX CONTAINED ON NEXT PAGE(S) or ATTACHED SEPARATELY (if too voluminous)]
EXHIBIT

TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH THE NEW ORLEANS AVIATION BOARD
AND

NAME OF CONTRACTOR

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

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

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

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal
Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   ii. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

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

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

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

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

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

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

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

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

For more information regarding the Construction Fraud Division please visit the Office of Inspector General website: http://www.nolaoig.gov.
ATTACHMENT “D”

CITY OF NEW ORLEANS
STATE/LOCAL DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I - SLDBE PROGRAM COMPLIANCE

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

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

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

II - SLDBE CONTRACT GOAL

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

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

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

a. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract SLDBE participation goal.

b. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified SLDBE subcontractor/supplier(s) toward the contract goal.

c. A Bidder/Proposer can count 100% of the SLDBE’s participation provided that the SLDBE has committed to performing at least 51% of the work with its own forces.

d. Bidder/Proposer may count 100% of SLDBE Manufacturer Supplier’s participation and 60% of SLDBE Non-Manufacturer supplier’s participation toward its contract goal.

City of New Orleans State/Local Disadvantaged Business Enterprise Requirements

Page 1 of 8
Version 10/21/16
e. When the Bidder/Proposer is in a joint venture with one or more SLDBE business entities, the DBELO, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.

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

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

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

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

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

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

III - SLDBE DIRECTORY

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

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

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

Information on locating these directories may also be requested from the OSD at supplierdiversity@nola.gov.

City of New Orleans State/Local Disadvantaged Business Enterprise Requirements

Page 2 of 8
Version 10/21/16
IV - GOOD FAITH EFFORT POLICY

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

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

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

a. Specific Portions of Work Identified for SLDBE Subcontractor:
   
i. Bidder/Proposer listed all selected scopes or portions of work to be performed by SLDBEs in order to increase the likelihood of meeting the contract goal for the project
   
ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

b. Notifying Certified SL/DBEs of Contracting Opportunities:
   
i. Bidder/Proposer contacted the DBELO to request submission of subcontracting opportunities on the City’s SLDBE Opportunities page.
   
ii. Bidder/Proposer included a copy of each announcement or notification.

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

c. Negotiate in Good Faith:

City of New Orleans State/Local Disadvantaged Business Enterprise Requirements

Page 3 of 8
Version 10/21/16
i. Bidder/Proposer provided an explanation for any rejected SLDBE bid or price quotation.

ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected SLDBE firm.

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

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

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

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

V - REQUIRED SLDBE FORMS for BIDs/RFPs/RFQs

A. BIDs:

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

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

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

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

2. SLDBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of SLDBE participation committed on SLDBE Compliance Form-1 is less
than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on SLDBE Compliance Form-2.

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

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

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

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

A completed SLDBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract SLDBE participation goal if awarded the project. If a SLDBE Participation Plan is not submitted, it shall be determined that the Respondent was non-responsive to the SLDBE provisions and the proposal will not be evaluated by the selection committee.

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

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

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

The Contractor shall:

1. Designate an individual as the “SLDBE Liaison” who will monitor the Contractor’s SLDBE participation as well as document and maintain records of “Good Faith Efforts” with SLDBE subcontractors/suppliers (“SLDBE Entities”).

2. Execute written contracts with SLDBE Entities that meet the applicable SLDBE goals.

3. The Contractor shall provide the DBELO with copies of all subcontracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.

4. The Contractor shall agree to promptly pay subcontractors, including SLDBE Entities, in accordance with law.

5. Establish and maintain the following records for review upon request by the DBELO:
   a. Copies of written contracts with SLDBE Entities and Non-SLDBE entities and purchase orders;
   b. Documentation of payments and other transactions with SLDBE Entities and Non-SLDBE entities;
   c. Provide any other records required by the DBELO.
   d. The Contractor is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their SLDBE obligations.

6. Provide appropriate explanations of any changes or replacements of SLDBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved SLDBE participation submission;

7. Post monthly payments and submit regular reports to the DBELO as required via the online “Contract Compliance Monitoring System” or other means approved by the DBELO.
   a. The Contractor shall submit the initial report outlining SLDBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the
City to the Contractor. Thereafter, “SLDBE Utilization” reports shall be due on or before the fifteenth (15th) day of each month until all SLDBE subcontracting work is completed.

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

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

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

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

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

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

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

VII - POST-AWARD MODIFICATION

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

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

   b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document “Good Faith
Efforts” to achieve a reasonable amount of SLDBE participation on the remaining work on the Agreement.

VIII - MONITORING SLDBE PARTICIPATION

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

a. Job site visits;

b. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the DBELO;

c. Routine audits of contract payments to all subcontractors;

d. Reviewing of records and reports; and/or

e. Interviews of selected personnel.

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

IX - FAILURE TO COMPLY

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

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

Please contact the DBELO at philisti@flymsy.com to request a copy of all SLDBE referenced documents.

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

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

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<th>RFP / RFQ / Bid / Solicitation / Other #</th>
<th>Bid / Proposal Amount: $</th>
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Project Title: __________________________________________________________

________________________________________________________

**Name of Bidder/Respondent Firm**

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

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

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

**PRINTED NAME:** ________________________________ **SIGNATURE:** ____________________________, **TITLE** ____________________________

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

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

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

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

RFP / RFQ / Bid / Solicitation / Other # __________________________ Bid / Proposal Amount: $ __________________________ Date: ______ / ______ / ______

Project Title: __________________________

Name of Bidder/Respondent Firm: __________________________ has satisfied the requirements of the bid/proposal specifications for the above project.

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

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

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

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

PRINTED NAME: __________________________ SIGNATURE: __________________________ TITLE __________________________

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

☐ SPECIFIC PORTIONS OF WORK IDENTIFIED FOR SL/DBE SUBCONTRACTOR: Complete section A.

☐ NOTIFYING CERTIFIED SL/DBEs OF CONTRACTING OPPORTUNITIES: Please, attach a copy of the announcement and written notices distributed to SL/DBEs. Example: Newspaper, e-mail, mail correspondence, and community outreach notices, etc.

☐ INITIAL SOLICITATION & FOLLOW-UP OF INITIAL SOLICITATION: Bidders / Respondents may only solicit from the LAUCP DBE directory located at www.LAUCP.org OR the City of New Orleans’ Office of Supplier Diversity directory located at www.nola.gov/economic-development/supplier-diversity/directory/.

☐ NEGOTIATE IN GOOD FAITH: Please, provide a copy of all correspondence documenting negotiation efforts including written rejection notices and copies of SL/DBE and non-DBE quotes.
A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR SL/DBE SUBCONTRACTOR: Please list all selected scopes or portions of work to be performed by SL/DBEs in order to increase the likelihood of meeting the contract goal for this project and the estimated value of each scope or portions of work identified.

<table>
<thead>
<tr>
<th>Scope or Portions of Work Identified for SL/DBE Participation</th>
<th>Estimated Value</th>
<th>% of Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

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

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Date of Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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

I. Did you contact the NOAB-DBE OFFICE to request submission of your subcontracting opportunities on the DBE Opportunities page?
## II. Identify publications in which announcements or notifications were placed and published. Include a copy of each announcement or notification.

<table>
<thead>
<tr>
<th>Source of Advertising/Outreach</th>
<th>What subcontracting areas of work were advertised?</th>
<th>Date of Ad</th>
<th>Due Date &amp; Time for Sub Bids</th>
<th>NOAB VERIFICATION</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>SL/DBE FIRM &amp; CONTACT</th>
<th>PHONE</th>
<th>Scope of Work Solicited</th>
<th>Date of Written Notification</th>
<th>Result of Initial Communication</th>
<th>Date of Follow-up and Method of Contact (Phone, Fax, E-mail)</th>
<th>Result of Follow-up Communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ex. ABC Company /Jane Smith</td>
<td>(504) 123-4567</td>
<td>Legal services</td>
<td>01/01/14</td>
<td>Will submit a quote</td>
<td>01/10/14</td>
<td>e-mail</td>
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<td>SL/DBE FIRM &amp; CONTACT</td>
<td>PHONE</td>
<td>Scope of Work Solicited</td>
<td>Date of Written Notification</td>
<td>Result of Initial Communication</td>
<td>Date of Follow-up and Method of Contact (Phone, Fax, E-mail)</td>
<td>Result of Follow-up Communication</td>
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<td>Ex. ABC Company /Jane Smith</td>
<td>(504) 123-4567</td>
<td>Legal services</td>
<td>01/01/14</td>
<td>Will submit a quote</td>
<td>01/10/14 e-mail</td>
<td>Quote received</td>
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D. NEGOTIATE IN GOOD FAITH: Provide an explanation for any rejected SL/DBE bid or price quotation, unless another SL/DBE is accepted for the same work, as follows:

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

<table>
<thead>
<tr>
<th>SL/DBE Subcontractor</th>
<th>Scope</th>
<th>Date rejection notice sent</th>
<th>Reason</th>
<th>Met with SL/DBE Sub?</th>
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II. Where price competitiveness is the reason for rejection, complete all fields below, and attach copies of all SL/DBE and non-SL/DBE bid quotes.

<table>
<thead>
<tr>
<th>SL/DBE Subcontractor</th>
<th>Scope</th>
<th>Quote</th>
<th>Non-SL/DBE Subcontractor</th>
<th>Scope</th>
<th>Quote</th>
<th>Price Variance (+/-)</th>
</tr>
</thead>
<tbody>
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OVERVIEW

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

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

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

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

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

All questions, comments or concerns should be directed to procurement@flymsy.com.

NOTIFICATION OF FINALIST(S)

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

Project Description:  ____________________________________________________________

SECTION I. RESPONDENT

Company: ________________________________________________________________
Certified SL/DBE? □ Yes □ No
Address: ________________________________________________________________

Telephone: ____________________________ E-Mail: ____________________________

SL/DBE PARTICIPATION PLAN SUBMITTED BY:

Signature: ____________________________ Date: ____________________________
Printed Name: ____________________________ Title: ____________________________

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

Name: ____________________________
Title: ____________________________
Address: ____________________________
Telephone: ____________________________ E-Mail: ____________________________
SECTION II. SL/DBE PARTICIPATION PLAN METHOD

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

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

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

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
**SECTION III. SL/DBE SUBCONTRACTOR’S SCOPE OF WORK**

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

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Firm Contact:</th>
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<tbody>
<tr>
<td>Telephone:</td>
<td>E-Mail:</td>
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</table>

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

<table>
<thead>
<tr>
<th>Estimated Dollar Value for Scope of Work: $</th>
<th>Source of Certification:</th>
<th>SLDBE</th>
<th>LAUCP</th>
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</table>

<table>
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<tr>
<th>Name of Firm:</th>
<th>Firm Contact:</th>
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<table>
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<tr>
<th>Estimated Dollar Value for Scope of Work: $</th>
<th>Source of Certification:</th>
<th>SLDBE</th>
<th>LAUCP</th>
</tr>
</thead>
</table>

<table>
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<th>Name of Firm:</th>
<th>Firm Contact:</th>
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<td>Telephone:</td>
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Describe, below, or attach the work to be performed by the SL/DBE firm.

<table>
<thead>
<tr>
<th>Estimated Dollar Value for Scope of Work: $</th>
<th>Source of Certification:</th>
<th>SLDBE</th>
<th>LAUCP</th>
</tr>
</thead>
</table>
### SECTION III. SL/DBE SUBCONTRACTOR’S SCOPE OF WORK (CONTINUED)

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Firm Contact:</th>
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<td>Telephone:</td>
<td>E-Mail:</td>
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</table>

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

---

**Estimated Dollar Value for Scope of Work:** $________________

**Source of Certification:**
- [ ] SLDBE
- [ ] LAUCP

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Firm Contact:</th>
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<td>Telephone:</td>
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</table>

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

---

**Estimated Dollar Value for Scope of Work:** $________________

**Source of Certification:**
- [ ] SLDBE
- [ ] LAUCP

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Firm Contact:</th>
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</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>E-Mail:</td>
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</tbody>
</table>

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

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**Estimated Dollar Value for Scope of Work:** $________________

**Source of Certification:**
- [ ] SLDBE
- [ ] LAUCP
SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)

Name of Firm: ____________________________________________________________________  Firm Contact: __________________________________________

Telephone: ________________________________________________________________________  E-Mail: __________________________________________

Describe, below, or attach the work to be performed by the SL/DBE firm.
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### SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)

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<tr>
<th>Name of Firm:</th>
<th>Firm Contact:</th>
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<tbody>
<tr>
<td>Telephone:</td>
<td>E-Mail:</td>
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</tbody>
</table>

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

---

**Estimated Dollar Value for Scope of Work:** $_________  
**Source of Certification:**  

- [ ] SLDBE  
- [ ] LAUCP

<table>
<thead>
<tr>
<th>Name of Firm:</th>
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- [ ] LAUCP

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**Estimated Dollar Value for Scope of Work:** $_________  
**Source of Certification:**  

- [ ] SLDBE  
- [ ] LAUCP
### SECTION III. SL/DBE SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)

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<td>E-Mail:</td>
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</table>

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

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<thead>
<tr>
<th>Estimated Dollar Value for Scope of Work: $</th>
<th>Source of Certification:</th>
<th>SLDBE</th>
<th>LAUCP</th>
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<th>Firm Contact:</th>
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<tr>
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<td>E-Mail:</td>
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</table>

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<tr>
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<th>Source of Certification:</th>
<th>SLDBE</th>
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</table>

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

<table>
<thead>
<tr>
<th>Estimated Dollar Value for Scope of Work: $</th>
<th>Source of Certification:</th>
<th>SLDBE</th>
<th>LAUCP</th>
</tr>
</thead>
</table>
**ATTACHMENT E**

**NOAB S-03B Consulting Services Questionnaire**

**Instructions:** The prime, each subconsultant, and any other tier subconsultant must submit a fully completed NOAB S-03B form. All items requested on the form are required, if an item is not applicable, respondent should enter “N/A.” Each prime firm participating as a joint venture should complete a separate S-03B form and indicate on the form in item 10 that the response is a joint venture.

1. Solicitation Name and Number

<table>
<thead>
<tr>
<th>#</th>
<th>Function (e.g. Civil Engineer)</th>
<th>______</th>
<th>______</th>
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</table>

2. Official name of firm, indicate if prime or subconsultant:

3. Address of office to perform work:

4. Name of parent company, if any:

5. Location of headquarters (city):

6. Name, title, and telephone number of principal contact:

7. Name, title, and telephone number of project manager:

8. Specify Type of Ownership:
   - [ ] Private corporation
   - [ ] Public corporation
   - [ ] Proprietorship
   - [ ] Partnership

9. Indicate Special Status:
   - [ ] Small business
   - [ ] SBA certified
   - [ ] Minority-owned business
   - [ ] SLDBE certified
   - [ ] Woman-owned business
   - [ ] LAUCP certified

10. Is this submittal a joint venture (JV)?
   - [ ] Yes
   - [ ] No

   If so, has the JV worked together before?
   - [ ] Yes
   - [ ] No

11. List full-time personnel by primary function. Count each only once. If all personnel are not stationed in office as listed in item 3, indicate in-office personnel separately, e.g. “5/1”.

<table>
<thead>
<tr>
<th>#</th>
<th>Function (e.g. Civil Engineer)</th>
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</tbody>
</table>

   Other
   - Total Personnel Domiciled in LA
   - Total Personnel

12. List applicable specialties (architectural, engineering, planning, technical, etc.):
13. Summary of firm’s annual revenues, insert index number:  

|----------|------|------|------|------|------|

Ranges of annual revenues received:  

<table>
<thead>
<tr>
<th>Index</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Less than $250,000</td>
</tr>
<tr>
<td>2</td>
<td>$250,000 to $1,000,000</td>
</tr>
<tr>
<td>3</td>
<td>$1,000,000 to $3,000,000</td>
</tr>
<tr>
<td>4</td>
<td>$3,000,000 to $6,000,000</td>
</tr>
<tr>
<td>5</td>
<td>Over $6,000,000</td>
</tr>
</tbody>
</table>

14. List all outside subcontractors or subconsultants you intend to employ for this project (use separate sheet for subcontractors or subconsultants beyond 5):

<table>
<thead>
<tr>
<th>a. Name &amp; address of each subconsultant or subcontractor:</th>
<th>b. Specific work to be performed on this project:</th>
<th>c. Worked with prime firm before? If so, describe:</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

15. Brief resumes of key persons anticipated for this project (clearly identify if person’s office location is different than listed in item 3):

<table>
<thead>
<tr>
<th>a. Name and title:</th>
<th>a. Name and title:</th>
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<tbody>
<tr>
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<tr>
<th>b. Position or assignment for this project:</th>
<th>b. Position or assignment for this project:</th>
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<thead>
<tr>
<th>c. Years of professional experience with this firm and with other firms (specify):</th>
<th>c. Years of professional experience with this firm and with other firms (specify):</th>
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<tbody>
<tr>
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<tr>
<td></td>
<td>Education - Degree / Year / Specialization:</td>
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<tr>
<td>e.</td>
<td>Active registrations or applicable certifications - State / Discipline / License number / First year registered:</td>
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<tr>
<td>f.</td>
<td>Experience and qualifications relevant to this project:</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Name and title:</td>
</tr>
<tr>
<td>b.</td>
<td>Position or assignment for this project:</td>
</tr>
<tr>
<td>c.</td>
<td>Years of professional experience with this firm and with other firms (specify):</td>
</tr>
<tr>
<td>d.</td>
<td>Education - Degree / Year / Specialization:</td>
</tr>
<tr>
<td>e.</td>
<td>Active registrations or applicable certifications - State / Discipline / License number / First year registered:</td>
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<tr>
<td>f.</td>
<td>Experience and qualifications relevant to this project:</td>
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<tr>
<td>a.</td>
<td>Name and title:</td>
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<td>b.</td>
<td>Position or assignment for this project:</td>
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<tr>
<td></td>
<td>c. Years of professional experience with this firm and with other firms (specify):</td>
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<tr>
<td>d.</td>
<td>Education - Degree / Year / Specialization:</td>
</tr>
<tr>
<td>e.</td>
<td>Active registrations or applicable certifications - State / Discipline / License number / First year registered:</td>
</tr>
<tr>
<td>f.</td>
<td>Experience and qualifications relevant to this project:</td>
</tr>
</tbody>
</table>

16. List work by firm’s personnel that are to be assigned to this project which best illustrates experience and current proposals relevant to this project (add separate sheets for projects beyond 5):

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<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>#1</td>
<td>Project name, location, and owner’s name:</td>
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<td></td>
<td>Reference contact name, telephone number, and e-mail:</td>
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<td></td>
<td>Project description:</td>
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<td></td>
<td>Nature of firm’s responsibilities:</td>
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<tr>
<td></td>
<td>Completion date (actual or estimate):</td>
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<td>Estimated fees (000’s) – Entire Project &amp; Firm’s Work:</td>
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<td>Project name, location, and owner’s name:</td>
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<td>Reference contact name, telephone number, and e-mail:</td>
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<td>Project description:</td>
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<td>Nature of firm’s responsibilities:</td>
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<td>Completion date (actual or estimate):</td>
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<td>Estimated fees (000’s) – Entire Project &amp; Firm’s Work:</td>
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<td>Project name, location, and owner’s name:</td>
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<td>Reference contact name, telephone number, and e-mail:</td>
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<td>Project name, location, and owner’s name:</td>
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<td>Reference contact name, telephone number, and e-mail:</td>
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<td>#5</td>
<td>Project name, location, and owner’s name:</td>
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<td>Reference contact name, telephone number, and e-mail:</td>
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<td>Nature of firm’s responsibilities:</td>
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<td>Completion date (actual or estimate):</td>
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<td></td>
<td>Estimated fees (000’s) – Entire Project &amp; Firm’s Work:</td>
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</tbody>
</table>

17. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm’s office as listed in item 3 (add separate sheets for projects beyond 3):

| #1 | Project name, location, and owner’s name: |
|    | Nature of firm’s responsibilities: |
|    | Indicate whether work completed as prime, sub-consultant or joint venture: |
### Project #2

**Project name, location, and owner’s name:**

Indicate whether work completed as prime, sub-consultant or joint venture:

**Percent Complete & Estimated Completion Date:**

**Estimated fees (000’s) – Entire Project & Firm’s Work:**

$ $ 

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### Project #3

**Project name, location, and owner’s name:**

Indicate whether work completed as prime, sub-consultant or joint venture:

**Percent Complete & Estimated Completion Date:**

**Estimated fees (000’s) – Entire Project & Firm’s Work:**

$ $ 

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18. Use this space to provide any additional information or description of resources supporting your firm’s qualifications for the proposed project:
19. Statement of Agreement to a Background Check: Because the professional services may necessitate access to the secure areas of the Airport, it will be necessary that the selected respondent be issued identification badges as required by Part 1542 of the Federal Air Regulations. The Respondent must be willing to provide extensive details on personnel and company background. By signing this form below, I agree to submit to a five-year background investigation and criminal history record check.

20. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent’s subconsultants (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent’s subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethics conflict at this time.

21. The forgoing is a statement of facts.

Signature: __________________________ Date: ______________________

Typed Name: __________________________ Title: __________________________
NON-COLLUSION AFFIDAVIT

STATE OF ___________________________    PARISH OF ___________________________

______________________________, being first duly sworn, deposes and says that:

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

______________________________________, the Proposer that has submitted the attached Proposal:

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

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

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

______________________________________    __________________________

Respondent Representative (Signature)    Title

SWORN AND SUBSCRIBED, before me, this ________________day of ____________, 20___

______________________________

NOTARY PUBLIC
(Seal)

My commission expires __________________
NOAB CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

Parish of ________________

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

He/she is the ________________________________ and authorized representative
______________________________, hereafter called “Respondent.”

The Respondent submits the attached in response to the solicitation # _________

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

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

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

B. Relationship to respondent and/or respondent’s subcontractor(s): ________________________________

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

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

______________________________  ________________________________
Respondent Representative (Signature)  Title

SWORN AND SUBSCRIBED, before me, this _________________ day of _________________
____, 20___

______________________________
NOTARY PUBLIC
(Seal)

My commission expires ________________
ATTACHMENT H

CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION

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

Please refer to the instructions on the back of this form

BUSINESS NAME: ___________________________

OWNER’S NAME: ___________________________

REAL ESTATE TAX NUMBER: ___________________

TYPE OF BUSINESS: ___________________________

BUSINESS ADDRESS: ___________________________

PERSONAL PROPERTY TAX NUMBER: ___________________

MAILING ADDRESS: ___________________________

SALES TAX/OCCUPATIONAL LICENSE NUMBER: ___________________

CONTACT TELEPHONE: _________________________

FAX NUMBER: _______________________________

E-MAIL ADDRESS: ______________________________

PRINT NAME: ____________________________ TITLE: ____________________________

AUTHORIZED SIGNATURE: ___________________ DATE SIGNED: __________________________

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

BUREAU OF REVENUE (Room 1W15)
This clearance covers Occupational License and Sales/Use taxes.

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

COLLECTOR OF REVENUE ____________ DATE

BUREAU OF TREASURY (Room 1W40)
This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer’s records of this date that the taxpayer is NOT delinquent in any taxes owed to the city. This clearance covers the period today through ____________, 20_____.

TREASURY CHIEF ____________ DATE

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

DIRECTOR OF FINANCE ____________ DATE
1. To complete this form, provide all of the information requested. Failure to fill in ALL information requested will delay processing. If the form is not signed and dated, the form will not be processed.

2. Complete, sign and date the authorization form and submit to the Department with whom you are contracting.

3. This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information.

4. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.

5. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans. It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

Real Estate/Personal Property Tax
- Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- A business can visit the City of New Orleans’ website, www.nola.gov at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W38, New Orleans, La. 70112.

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

Revised Tax Clearance Authorization, April 20, 2012
PROPOSER ATTESTATION

City solicitation no. __________________ for ____________________________

The proposing entity, ____________________________, attests that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten (10%) percent ownership in the proposing entity, has been convicted of, or has entered into a plea of guilty or nolo contendere to any of the following state or equivalent federal crimes in the five (5) years preceding submitting the Proposal:

1. Embezzlement
2. Theft of public funds
3. Bribery
4. Falsification or destruction of public records

Attest (signature): ______________________________________________________ Date

Name and title (print): ____________________________________________________

Authorized Representative for Proposing Entity (print): ______________________