

CITY OF NEW ORLEANS



INVITATION TO QUOTE

FOR

NORDC HVAC Service – District B

ITQ NO. 3951

RELEASE DATE: May 14, 2024

SUBMISSION DEADLINE: June 4, 2024

KEY REMINDERS TO PROSPECTIVE BIDDERS

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

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SECTION 1 – DEFINITIONS

“*Bidder*” means the prospective supplier who responds to the ITQ.

“*BRASS*” means Budget, Requisition, and Accounting Services System.”

“*City*” means the City of New Orleans.

“*Close Event*” means the date and time at which BRASS prohibits bidders from submitting a response to the solicitation.

“*DBE*” means Disadvantage Business Enterprise.

“*Event*” means a solicitation on the Supplier Portal.

“*FEMA*” means the Federal Emergency Management Agency.

“*HUD*” means the U.S. Department of Housing and Urban Development.

“*ITQ*” means Invitation To Quote.

“*OSD*” means the City’s Office of Supplier Diversity.

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

“*Purchasing Conference Room*” means the room adjacent to the Bureau of Purchasing located on the 4th floor of City Hall at 1300 Perdido Street, New Orleans, Louisiana 70112.

“*Solicitation*” means the event (RFQ, RFP, ITB, ITQ) that the Bureau of Purchasing created to release it on the Supplier Portal.

“*Sponsoring Department*” means the City department, board, or commission requesting that the Bureau of Purchasing releases an Event.

“*Supplier Portal*” means the external platform of BRASS that prospective suppliers can use to register, respond to events, and/or submit invoice.

SECTION 2 – OVERVIEW

The Bureau of Purchasing prepared the following questions and answers to provide an overview of this ITQ.

The bidder must review the ITQ in its entirety and cannot solely rely on those questions and answers.

A. *Who is the Sponsoring Department?*

The New Orleans Recreation Department Commission (NORDC).

B. *What is the type of solicitation?*

This is a solicitation for Public Works.

C. *What is the title of this solicitation?*

This solicitation is for NORDC HVAC Services – District B

D. *How will the City award this solicitation?*

The City will award this solicitation to the lowest responsive and responsible bidder.

E. *What type of contract is the City seeking to execute?*

The City seeks to execute a requirements contract under which the successful bidder commits to supply the goods or services as requested during the term of the contract.

F. *What is the duration of the contract?*

The contract will be effective and will terminate in 1 year from the date of execution by the City. See "Duration" provision in Attachment B.

G. Can the contract be renewed?

The City has the option to extend the contract for up to 1 additional one year term at the same rates quoted in the Bid Package. See "Extension" provision in Attachment B.

H. Does the contract have a maximum dollar amount?

The amount paid under this contract will not exceed \$250,000.

I. What are the payment terms?

The City pays NET30 from the date that the Contractor submits the invoice in BRASS and after the Sponsoring Department approves it in BRASS.

The City cannot pay an invoice that it did not receive in BRASS and that the Sponsoring Department did not approve in BRASS.

J. Where do I find information about the specifications?

The bidder will find this information in Attachment A.

K. Does the DBE Program apply to this solicitation?

Yes, there is a DBE contract goal of 35%.

The bidder must refer to Attachment C for more information.

L. When is the Pre-Bid Conference?

The pre-bid conference will occur on May 23, 2024 at 1:00 PM CST.

The bidder can find more information about the conference in the Event in BRASS.

M. What is the deadline to submit the bid package?

The Submission Deadline is on June 4, 2024 at 11:00 AM CST.

N. How does the bidder submit a bid package?

The bidder must submit the bid package via its supplier account on the Supplier Portal.

O. What must the bid package contain?

The bid package must contain the documents listed under Attachment C.

P. Do I have to submit a bid security, or a performance bond, or payment bond, or all?

The City will ask the lowest responsive and responsible bidder to submit a cashier's check at the time of the intent of award letter.

The cashier's check will be in the amount of \$4,500.00 which consists of:

- \$500 as bid security.
- \$2,000 as performance bond.
- \$2,000 as payment bond.

The City will return the bid security if the contract is fully executed. The City will keep the bid security if the successful bidder fails to execute the contract.

The City will return the performance bond and the payment bond at the end of the contract unless the City had/has to use them for performance and/or payment issues.

Q. Who do I contact if I have a question about the solicitation?

The bidder must submit a question online via its supplier account on the Supplier Portal.

R. Is there a deadline to submit a question?

There is a deadline to submit a question.

Said deadline is indicated in the Event in BRASS.

S. Can I contact someone else?

The bidder and its representatives are prohibited from contacting City employees or officials or individuals hired for this solicitation about this ITQ prior to the Submission Deadline.

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

If a prospective bidder violates the established prohibition on communications, the City may disqualify its bid package.

T. How can I get help with the Supplier Portal?

A bidder can first find relevant information on the webpage of the Bureau of Purchasing at <https://nola.gov/next/purchasing/topics/brass/> .

If a bidder needs help with registration process, password reset, or updating an existing supplier account, a bidder can submit a request for assistance online at <https://nola.gov/brass-support/> .

However, any inquiry regarding the ITQ must be submitted online to the Designated Purchasing Official instead.

SECTION 3 – AWARD DETERMINATION

Following the Submission Deadline, the Designated Purchasing Official will perform the following steps in that order:

- Step 1: open and review the timely submitted bid packages.
- Step 2: review and determine if the two lowest bidders are responsive.
 - Note: if the lowest bidder is deemed non-responsive, the Designated Purchasing Official will send a notification in writing with the reason for being deemed non-responsive.
- Step 3: provide the Sponsoring Department and OSD with the bid packages of the two lowest and responsive bidders for their reviews.
 - Note: OSD and the Sponsoring Department review and conduct inquiries to determine the bidder’s responsiveness, responsibility, and/or the accuracy of furnished information.
- Step 4: post a bid tabulation on the Bureau of Purchasing’s webpage at <https://nola.gov/view-bid-tabulations/> .

Once OSD and the sponsoring department inform the Designated Purchasing Official that the lowest bidder is responsive and responsible for their respective areas, the Designated Purchasing Official will then notify the said bidder by an intent to award letter.

SECTION 4 – NOTIFICATION

The intent to award letter is not a contract award notification.

The contract award is subject to the satisfaction by the lowest responsive and responsible bidder of all additional requirements in this ITQ.

The lowest responsive and responsible bidder must indeed successfully complete and submit the documents requested with the intent to award letter.

Said letter will require the successful bidder to complete and submit certain documents (examples: cashier's check; copy of license; certificate of insurance, tax clearance form, etc..). Some of those documents are provided under Section III of this ITQ. The letter will contain a list.

The City may ask for additional information.

SECTION 5 – CONTRACT

When the Designated Purchasing Official is in possession of the required documents, the Designated Purchasing Official reviews and determines whether the bidder provided the required documents or not and completed them correctly.

If the submission is incomplete, the Designated Purchasing Official notifies the bidder.

If the submission is complete, the Designated Purchasing Official awards the Event in BRASS to the successful bidder and notifies the Sponsoring Department.

The Sponsoring Department is then responsible for routing the contract and its supporting documents to the City Attorney's Office.

The City Attorney's Office is responsible for preparing the final contract for execution and sending it to the successful bidder.

Once the successful bidder signs and returns the final contract, the City Attorney's Office presents it to the Mayor for full execution.

Once the contract is fully executed, the Sponsoring Department provides a copy to the awarded bidder and can authorize the beginning of the services.

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

SECTION 6 – GENERAL INFORMATION

A. Legal Authority

City Charter Section 6-308(5)(b) and CAO Policy Memorandum No. 113 authorize the City to issue a solicitation to interested and qualified individuals and firms.

B. Ownership

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

The bidder will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

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

The City does not guarantee the confidentiality of submissions.

C. Effect

The ITQ and any related discussions or determination by anyone create no rights or obligations whatsoever.

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

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

Anything to the contrary notwithstanding, the contract executed by the City and the successful bidder, if any, is the exclusive statement of rights and obligations extending from the ITQ and the request for proposal connected with the contract.

D. Addendum

The Designated Purchasing Official posts addendum on the Supplier Portal under the ITQ. A copy of the addendum is saved in the "Attachment" tab of the event for the ITQ.

City of New Orleans

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ITQ: HVAC Services – District B

The bidder must not rely on any representation, statement, or explanation other than those made in this ITQ or in any addendums issued.

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

E. Designated Purchasing Official

The Designated Purchasing Official is a member of the Bureau of Purchasing who is responsible for the solicitation released in BRASS.

A bidder will find the name and contact information of the Designated Purchasing Official on the Supplier Portal in the Event under "Contacts".

F. Validity of Proposal

The proposal submitted by the bidder must remain valid for 90 calendar days after the Submission Deadline.

The City may submit a request in writing to the bidder to extend the 90-days for an additional 30 calendar days.

G. Tax Exempt

Purchases made by the City are exempt from state sales tax and federal excise taxes and materials invoiced to the City must exclude such taxes.

Tax exemption certificates will be furnished upon request.

H. Agree to Contract Terms and Conditions

By responding to this ITQ, the bidder agrees to the City's required Contract Terms and Conditions set forth in this Solicitation and therefore waives any future right to contest the required provisions.

I. Protest

The City's protest policy applies to this solicitation.

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

J. Failure to Comply

The Designated Purchasing Official will notify the bidder in writing that the submission is non-responsive if:

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

The Designated Purchasing Official will not distribute a non-responsive bid package for review.

The bidder will have 2 business days from the date of notification by the Designated Purchasing Official to appeal the decision of non-responsiveness.

The non-responsive bidder must submit the appeal to the Chief Procurement Officer via email with the number of the ITQ and a detailed explanation.

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

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

K. Code of Ethics

The City adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, *et seq.*

By submitting a bid package, a bidder warrants that there is no “conflict of interest” related to this solicitation that would violate applicable Louisiana Law.

Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

L. BRASS

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

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

Registration is free.

The City invites prospective suppliers to learn more at <https://nola.gov/next/purchasing/topics/brass/>

M. Direct Deposit Electronic Payment Program

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

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

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

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

N. Waiver of Administrative Informalities

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

O. Errors and Omissions in Submission

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

P. Familiarity with Laws

The bidders must familiarize themselves with and must comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

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

Q. Disclaimer

The bidders are hereby advised that due to the nature of the internet, the City cannot guarantee that access to BRASS will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us.

The City is not responsible for any delays caused by the internet, or any other means of submission chosen by the bidder or both.

SECTION 7 – DBE INFORMATION

A. DBE Program Compliance

The requirements of the City's Disadvantaged Business Enterprise ("DBE") Program apply to this contract. 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 DBE Program for all City contracts.

Contractor agrees to use its best efforts to carry out the applicable requirements of the City's DBE Program fully and completely in the award and administration of this Agreement, including without limitation, all reporting requirements and established DBE participation percentage. The Contractor's failure to carry out these requirements, as determined in good faith by the OSD, 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 DBE Program

B. DBE Contract Goal

The requested DBE 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:

1. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract DBE participation goal.
2. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Bidder/Proposer can count 100 % of the DBE's participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Bidder/Proposer may count 100 % of DBE Manufacturer Supplier's participation and 60 % of DBE Non-Manufacturer supplier's participation toward its contract goal.
5. When the Bidder/Proposer is in a joint venture with one or more DBE business entities, the OSD, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.
6. Bidder/Proposer may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

"DBE Commercially Useful Function means" a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE 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:

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

- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE 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.

C. DBE Directory

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

- a. Contractors agree to utilize the City’s SLDBE directory of certified firms as a first source when searching for certified DBE 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.
- b. 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.

D. 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 DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE 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 DBE 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 DBE participation goal throughout the duration of the contract.

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

1. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs 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.

2. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:

- i. Bidder/Proposer contacted the OSD to request submission of subcontracting opportunities on the DBE Opportunities page.
- ii. Bidder/Proposer included a copy of each announcement or notification.

3. INITIAL SOLICITATION & FOLLOW-UP:

- i. Bidder/Proposer listed all certified DBE 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.

4. NEGOTIATE IN GOOD FAITH:

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

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

The OSD may take into account the performance of other Bidders/Proposers in meeting the contract DBE 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 DBEs 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 OSD at supplierdiversity@nola.gov.

E. Required DBE Forms for BIDs/RFPs/RFQs

I. 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 DBE documents must be received within three (3) business days of the bid opening:

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

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

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

3. After receipt and review of the required post-bid documents, the OSD will determine if the Bidder has provided valid DBE 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 OSD.

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

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

- 1. DBE Participation Plan (Attachment “C”):** A completed DBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract DBE participation goal if awarded the project.
 - a. If a DBE Participation Plan (Attachment “C”) is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.
- 2.** Within ten (10) days of the City’s issuance of the Notice to Award letter, the selected Proposer shall complete and submit a DBE Compliance Form-1: This form is used to establish your DBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed DBE subcontractor(s).
 - a. If the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the contract DBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

The OSD shall review the contents of all required DBE 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 OSD.

F. Contractor Cooperation

The Contractor shall:

- 1.** Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE subcontractors/suppliers (“DBE Entities”).
- 2.** Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBE Compliance Officer (“DBECO”) with copies of said contracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
- 3.** Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE 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 DBE participation submission;

- d. Any other records required by the OSD.

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 DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE 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 DBE 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.
5. Conform to the established percentage as approved by the OSD.
 - 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 DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

G. Post-Award Modification

The OSD 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 DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE 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 DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE 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 DBE participation on the remaining work on the Agreement.

H. Monitoring DBE Participation

To ensure compliance with DBE requirements during the term of the Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") 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 OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

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

I. Failure to Comply

If the DBECO determines in good faith that the Contractor failed to carry out the requirements of the DBE 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 DBE Program.

All DBE Compliance forms are maintained by the OSD and are subject to change.

SECTION 8 – STATEMENT OF NO RESPONSE

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

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

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

SECTION 9 – ATTACHMENTS

SECTION I – A bidder must review the following information:

- A. SPECIFICATIONS AND MAP
- B. GENERAL TERMS AND CONDITIONS

SECTION II – A bidder must complete and submit the following:

- C. BID PACKAGE
 - C1 – LOUISIANA UNIFORM PUBLIC WORK BID FORM
 - C2 – CORPORATE RESOLUTION OR WRITTEN EVIDENCE
 - C3 – DBE FORM
 - C4 – QUALIFICATIONS QUESTIONNAIRE
 - C5 - REFERENCES

SECTION III – The lowest responsive and responsible bidder must complete and submit the following in response to an Intent to Award letter. Other documents will be required.

- D. TAX CLEARANCE

- E. NON-COLLUSION AFFIDAVIT
- F. CONFLICT OF INTEREST AFFIDAVIT
- G. BIDDER'S ATTESTATION
- H. CITY'S HIRING REQUIREMENTS
- I. SUBCONTRACTORS IDENTIFICATION

[ATTACHMENTS A THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION I

**THE FOLLOWING ATTACHMENTS ARE FOR
REVIEW ONLY**

**INVITATION TO QUOTE
ATTACHMENT A
SPECIFICATIONS**

I. General Purpose

The City acting through its New Orleans Recreation Department Commission (NORDC) is seeking bids from qualified and responsible contractors for HVAC Services on an on-call basis for immediate need repair projects that are deemed necessary for the continued operations of city-owned or city operated facilities. The resulting contract may be used by all City departments.

The City shall utilize this contract on an as needed basis. No work is guaranteed under this contract. This contract is not exclusive.

II. Applicable Geographical Area

This contract applies to city-owned facilities located within the boundaries of the map attached to this solicitation as "District B". Contractors may work under this contract in other zones at the request of the City. The zones are defined as follows:

If a contractor assigned to another zone fails or refuses to correct performance problem(s), then a City representative may ask the Contractor under this contract to perform those services in that other zone.

III. Scope of Work

The Contractor shall be expected to perform HVAC Services for city-owned New Orleans Recreation Department Commission (NORDC) operated facilities.

Being that this solicitation is for "on-call services", there are no specific job specifications, schedule of work or specific project contract documents available at this time.

The Contractor shall furnish all labor, tools, equipment, supplies, materials, transportation, staging, trucking, and supervision as required for work in all buildings in accordance with all specifications for awarded work.

The Contractor shall supervise the work and shall employ competent employees during the progress of the work.

The Contractor shall utilize enough competent workers who are thoroughly experienced in this type of work to progress to completion of work without unnecessary delay.

The City reserves the right to purchase equipment and material to be installed under this contract.

Any defective materials, equipment or parts supplied by the contractor shall be replaced at no cost to the City.

The Contractor shall obtain all permits, inspections, licenses, and certificates required for work. All work shall be performed in strict conformity with all laws, regulations, and ordinances of the federal, state, and municipal governments and all departments and bureaus thereof having jurisdiction.

All permit fees for local permits issued by the City for work under the contemplated contract shall be waived.

The Contractor shall keep all exterior doors locked and not propped ajar or dogged open.

Any property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the Contractor.

The City shall hold the Contractor responsible for any property that is lost or stolen during the execution of the work.

All materials, supplies, tools, ladders, and debris shall be cleared away or cleaned up as appropriate immediately upon ending work for a day and when finishing a work project, and all such things shall be removed from the city-owned facility, leaving the premises in a swept-clean condition.

IV. Work Order

The City will begin the process to authorize work through the issuance of a work order. Upon receipt of work order the Contractor will assess the work order location and provide a quote for repairs.

Once a quote is approved by the representative of the requesting city department, a Purchase Order will be issued and a Notice to Proceed will be sent to the Contractor for work to begin.

Work under a specific Notice to Proceed shall begin and end upon the recording by a representative of the City department of the arrival and departure time of the Contractor at the jobsite.

It shall be incumbent upon the Contractor to notify the representative of the requesting City department of their arrival at and departure from the jobsite.

V. Response Time

The Contractor must possess a workforce and necessary equipment/tools to be able to begin work within 3 calendar days of written Notice to Proceed from the representative of the requesting City department.

VI. Change Orders

The Contractor shall submit to the representative of the requesting City department all change orders for approval and processing prior to any change taking place.

VII. Safety Precautions

The Contractor shall strictly follow approved and normal safety practices during all operations associated with this contract.

The Contractor shall follow guidelines/requirements dictated by the Occupational Safety and Health Administration (OSHA) manual.

The Contractor shall take necessary precautions to prevent others from entering the work site whenever applicable.

Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of the City and City Officials.

VIII. Sub-Standard Performance

If, in the opinion of the representative of the requesting department, the Contractor fails to properly fulfill its obligation covered under the terms of the contract, City representative shall notify the Contractor in writing and give the Contractor adequate opportunity to correct any problem(s).

If the Contractor fails or refuses to correct said problem(s), then City representative may retain the services of another contractor and deduct the cost of the work from any monies due to Contractor.

IX. Warranty

All workmanship by the Contractor shall be guaranteed against failure or defects during normal use for a period of 1 year from the date of completion of the work.

All materials and parts supplied by the Contractor will have the standard manufacturers' warranties.

The Contractor shall provide all equipment warranty documentation to City representative.

X. License/Certification Required

The Contractor must be licensed, bonded, and insured in accordance with the rules and regulations of the Louisiana State Board of Contractors in the field employed or the trade undertaken.

The Contractor must have a minimum of 5 years of licensed experience in the subject trade for commercial clients, municipalities, institutions, and/or school districts.

The Contractor shall use only trained and licensed personnel to perform the services.

All Contractor personnel shall have a copy of all required certifications and licenses on their person when on duty in the City.

All persons operating a motor vehicle on public ways or private property, and on City property must possess a current valid driver license to operate a motor vehicle.

XI. Map

A map of the applicable zone can be found on the following page.

XII. Invoicing

To ensure a proper invoice, the Contractor must include in the invoice the following information and/or attached documentation:

- Total number of hours and dates worked (labor) by position.
- Location of services performed: Building name, (e.g. City Hall, NOPD 1st District, etc.) if applicable, location address, City department/division work was performed for.
- City purchase order number and work order number.
- Detailed itemized cost of billing for services performed (labor, materials, supplies and related items).
- Copies of supplier invoices for materials, supplies, consumables, and related materials.

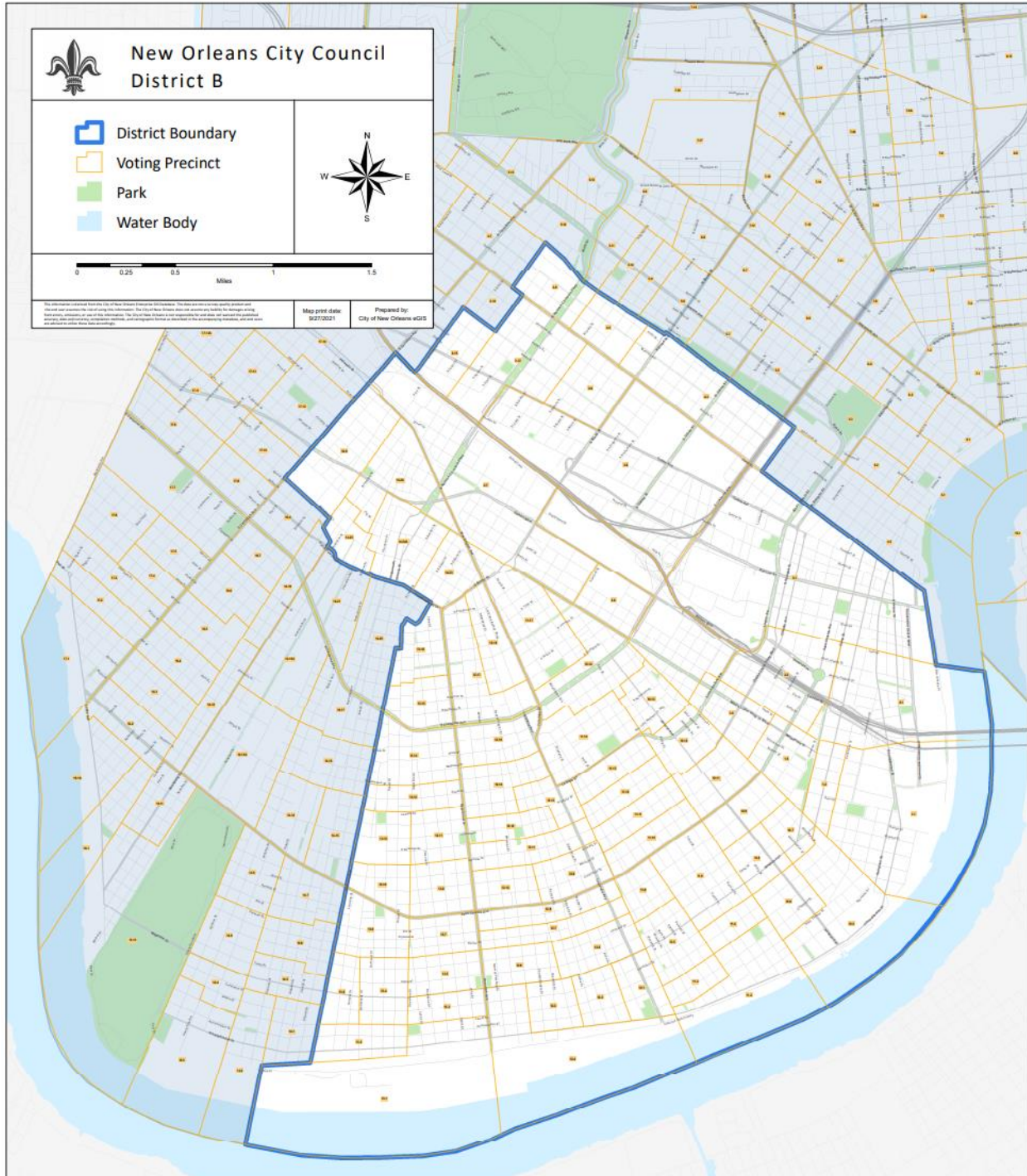
Additional copies of invoices and all supporting documentation shall be provided upon request.

Invoices submitted for payment by the Contractor that does not list the above information will be rejected and not paid until proper documentation is provided.

[ATTACHMENTS A THRU I ON FOLLOWING PAGES]

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**INVITATION TO QUOTE
ATTACHMENT A
MAP**



[ATTACHMENTS B THRU I ON FOLLOWING PAGES]

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**INVITATION TO QUOTE
ATTACHMENT B
GENERAL TERMS AND CONDITIONS**

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1. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.

The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

2. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and
- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

3. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract

and shall not transfer any interest in the same without prior written consent of the City.

4. AMENDMENT. The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. AUDIT AND INSPECTION:

- a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.
- b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.

A. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement,

Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

B. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

C. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

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

8. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed

offers of other employment for the Contractor shall rest with the City.

9. CONSTRUCTION OF AGREEMENT.

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

10. CONVICTED FELON STATEMENT.

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

11. COST RECOVERY.

In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. DECLARED DISASTER.

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested

to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

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

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

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

13. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM.

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") 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 OSD;

3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

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

C. Cooperation. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;

- c. Appropriate explanations of any changes or replacements of DBE 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 DBE participation submission;
- d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

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

- 5. Conform to the established percentage as approved by the OSD.
 - 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 DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD 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 DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE 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 DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE 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 DBE participation on the remaining work on the Agreement.

14. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than 1 year after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

15. EMPLOYEE VERIFICATION. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

16. 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.

17. FAMILIARITY WITH LAWS

The Contractor shall be familiarized with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the Agreement.

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

18. NON-DISCRIMINATION

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

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin,

ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

19. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

20. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for one (1) additional one-year term.

21. FORCE MAJEURE.

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

terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

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

C. Effect.

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

without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

22. INCORPORATION INTO SUBCONTRACTS.

The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

23. INDEMNIFICATION.

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

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

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its

costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

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

24. INDEPENDENT CONTRACTOR STATUS. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

25. INVOICING. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: invoice number, contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

26. LIMITATIONS OF THE CITY'S OBLIGATIONS. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

27. LIVING WAGES.

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$15.00. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year,

and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii)

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that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

28. NO THIRD PARTY BENEFICIARIES. The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

29. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City’s approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

30. NON-SOLICITATION. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

31. NON-WAIVER. The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the City’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

32. OWNERSHIP INTEREST

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

33. PAYMENT.

Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), or rendered, and approved by the City after receipt by the City of a properly submitted invoice by the Contractor via the City’s supplier portal.

34. PERFORMANCE MEASURES.

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

B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default,

the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

35. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.

No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor’s satisfactory performance.

36. PROHIBITION ON POLITICAL ACTIVITY.

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

37. REMEDIES CUMULATIVE.

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

38. SEVERABILITY.

If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

39. SUBCONTRACTOR REPORTING.

The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

40. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

41. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

42. TAX CLEARANCE. **(NEW PROVISION AS OF NOVEMBER 2023)** On or about March 1st of each calendar year that the contract is effect, the Contractor must complete a tax clearance form with the information from the contractor, sign it, and submit it to the department, board, or commission that manages the contract (Department). The Department will then use the tax clearance form to verify with the Departments of Revenue, Treasury, and Finance whether the Contractor is delinquent with city taxes or not. If found delinquent, the Contractor must cure it, after being notified by the Department, or the contract could be terminated for cause.

43. TERMINATION FOR CAUSE. The City may terminate this Agreement

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

44. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

45. TERMINATION FOR NON-APPROPRIATION. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

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

47. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

SPECIAL CONDITIONS FOR FEMA-FUNDED CONTRACTS

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

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and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR [EQUIPMENT](#).

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTS WITH OTHERS

If the Contractor contracts with any other contractor or vendor for performance of any portion of the work required under this Agreement, the Contractor must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors; the State of Louisiana, its employees, and/or their contractors; and the City, its employees and/or their contractors, and the Contractor and its employees and/or contractors harmless from liability to third parties for claims asserted under such contract.

INSURANCE REQUIREMENTS

Except as otherwise noted, at all times during this Contract or the performance of work required by this Contract, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Contract. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

Minimum Requirements:

Workers' Compensation & Employers Liability Insurance in compliance with the applicable Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

Automobile Liability Insurance with limits of liability of not less than \$500,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Contractors' Pollution Liability (Where Applicable)

a. If the construction project involves environmental hazards and/or pollutants of any kind, Contractor shall maintain Contractors' Pollution Liability Insurance (or equivalent coverage)

applicable to the work being performed with limits of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate, covering losses caused by pollution conditions that arise from the operations of the Contractor.

b. Insurance shall apply to bodily injury, property damage, including loss of use of damaged property that has not been physical impacted and defense, including cost and expenses incurred in the investigation, defense or settlement of claims.

c. Coverage shall include but not be limited to Fines, Penalties, Punitive Damages and Clean-up cost.

Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

Important: the obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

Additional Insured Status: The Contractor and all subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The Contractor shall require and verify that all subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to **(User Department Mailing Address)**, with a copy forwarded to Risk Management Division, 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.

Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the 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 3 years after the termination of this Contract.

Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, expired, or altered except without prior notice to the City of no less than 30 days.

Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Notice: The Contractor will provide The City of New Orleans (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: Trade ITQ) the following documents, within 10 calendar days of the City's request:

Copies of all policies of insurance, including all policies, forms, and endorsements:

Miscellaneous: Without notice from the City, the Contractor will:

Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.

Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

LABOR PROVISIONS

Article 1 – General

The City of New Orleans requires the payment of prevailing wage rates, as determined by the U.S. Department of Labor, to all workers on all construction projects in excess of \$25,000. All general contractors and subcontractors must submit weekly Certified Payroll Reports on the wages paid to their employees. Reports must be prepared electronically through the use of an online program available at <http://www.LCPtracker.com>.

- 1.1. The LCPtracker system is a paperless online system of entering certified payrolls, as opposed to the previous method of submitting paper Prevailing Wage Rate forms, Affidavits of Prime Contractor, Subcontractor, Statements of Compliance, and Weekly Payroll Spreadsheets. Contractors and subcontractors will now enter all payrolls and related information directly into the online system. All project-specific wage rates and classifications will be indicated in the system, and the contractor and subcontractors will choose specific rates and jobs from a menu. If an employee's classification is not indicated on the wage determination, the contractor and subcontractors must submit a Request for Additional Classification to the Labor Compliance Analyst assigned to the project.

Article 2 – Instructions for Preparing Payroll Reports

- 2.1 Trades – Classes of laborers or mechanics that are not listed should be requested and classified in conformance with the wage determination. See articles below for apprentice, trainee, helper, foreman and superintendent.
- 2.2 Apprentices – Individuals may be employed as apprentices on a prevailing wage project provided they meet one of the following definitions:
 - A. A person is employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or State Apprenticeship Agency recognized by the Bureau, or;
 - B. A person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified to be eligible for probationary employment as an apprentice.
- 2.3 Trainees – Individuals employed as trainees must be persons registered in a construction occupation under a program which has been approved in advance by the U.S. Department

of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs, and which have been so certified by that Administration.

- 2.4 Helper – This classification may be issued in or added to a wage determination only where (a) the duties of the helpers are clearly defined and distinct from those of the journeyman classification and from the laborer, (b) the use of such helpers is an established prevailing practice in the area, and (c) the term “helper” is not synonymous with “trainee” in an informal training program.
- 2.5 Apprentices and Trainees – Information on wage rates to be paid apprentices and trainees is not reflected in the wage determination. Similarly, their addition through the additional classification procedure (conformance) is neither necessary nor appropriate. The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the regulations and contract stipulations, or are utilized at the site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing in the classification of work they actually performed. This applies regardless of work classifications, which may be listed on the submitted payrolls, and regardless of their level of skill.
- 2.6 Foremen and Superintendents – The wage rates for bona fide supervisory employees are not regulated under the prevailing wage because their duties are primarily administrative or executive in nature rather than those of laborers or mechanics. However, such employees who devote more than 20 percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent, and must be paid at least the appropriate wage rates specified in the wage determination

Article 3 – LCPtracker Submittal Requirements

- 3.1 The contractor will need a computer and an internet connection. There are public computers available at the City's public libraries for those contractors who may not have a computer and internet connection available.
- 3.2 Training is available through the LCPtracker website in the form of downloadable instruction manuals, as well as free online training seminars that are offered every Tuesday at 11:00 am, and Thursday at 9:30 am and 1:00 pm. A City of New Orleans Labor Compliance Analyst is also available to assist the contractor and subcontractors in setting up passwords in order to log in to the system. Contact information is as follows:

Office of Community Development, Labor Compliance Unit - laborcompliance@nola.gov
1340 Poydras Street, Suite 1000 - New Orleans, LA 70112 (504) 658-4200
- 3.3 Please note that the contractor must first register with the Labor Compliance Analyst assigned to the project to set up an account and receive a password in order to begin using the system. Bidders are advised that all contractors and subcontractors must submit their payroll reports through LCPtracker. Paper copies will not be accepted.

Article 4 – Wage Determination

- 4.1 The wage determination applicable to the project shall be the one that is in effect as of ten (10) days before the bid opening date. For construction activity performed under a maintenance or service contract, the wage determination shall be the one that is in effect at the start of any amendment that extends the term of the contract, or any applicable update or modification published thereafter. Current effective wage determinations may be obtained from the Labor Compliance Unit.

[ATTACHMENTS C THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION II

THE FOLLOWING ATTACHMENTS CONTAIN DOCUMENTS THAT THE BIDDER MUST COMPLETE AND SUBMIT AS THE BID PACKAGE

INSTRUCTIONS:

- Documents must be signed by an authorized representative of the entity or it will not be accepted.
- For Affidavits: the document must be notarized, or it will not be accepted.
- For Affidavits: Affiant **MUST** select when required or the affidavit will not be accepted.

Instructions sheet may be omitted when submitting the affidavit.

**INVITATION TO QUOTE
ATTACHMENT C1
LOUISIANA UNIFORM PUBLIC WORK BID FORM**

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of New Orleans
1300 Perdido Street
New Orleans, Louisiana 70112
(Owner to provide name and address of owner)

BID FOR: Trade ITQ _____
HVAC Services
District B
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: _____
_____ and dated: _____
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Owner has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:
_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A _____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A _____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
N/A _____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of New Orleans
1300 Perdido Street
New Orleans, Louisiana 70112
(Owner to provide name and address of owner)

BID FOR: Trade ITO
HVAC Services
District B
(Owner to provide name of project and other identifying information)

Core Pricing (Total will be reported on “Total Base Bid” on previous page)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid Normal Business Hours (Monday thru Friday, 7:00 am to 5:00 pm) per Supervisor Licensed Staff		
REF. NO.	QUANTITY:	UNIT OF MEASURE: HOURLY RATE	UNIT PRICE (<i>Quantity times Unit Price</i>)
	1.00		

DESCRIPTION:	<input type="checkbox"/> Base Bid Normal Business Hours (Monday thru Friday, 7:00 am to 5:00 pm) per Laborer		
REF. NO.	QUANTITY:	UNIT OF MEASURE: HOURLY RATE	UNIT PRICE (<i>Quantity times Unit Price</i>)
	1.00		

DESCRIPTION:	<input type="checkbox"/> Base Bid After Normal Business Hours (Monday thru Friday, 5:01 pm to 6:59 am), Weekends (Saturday & Sunday), or Holiday Rate per Supervisor Licensed Staff		
REF. NO.	QUANTITY:	UNIT OF MEASURE: HOURLY RATE	UNIT PRICE (<i>Quantity times Unit Price</i>)
	1.00		

DESCRIPTION:	<input type="checkbox"/> Base Bid After Normal Business Hours (Monday thru Friday, 5:01 pm to 6:59 am), Weekends (Saturday & Sunday), or Holiday Rate per Laborer		
REF. NO.	QUANTITY:	UNIT OF MEASURE: HOURLY RATE	UNIT PRICE (<i>Quantity times Unit Price</i>)
	1.00		

DESCRIPTION:	Cost of markup that would be charged on \$5,000.00 worth of materials. Use only the amount of the markup do not include the \$5,000.00 of estimated material costs.		
REF. NO.	QUANTITY:	UNIT OF MEASURE: PER \$5,000	UNIT PRICE (<i>Quantity times Unit Price</i>) [This should be reported as a \$ value not a %]
	1.00		

Wording for “DESCRIPTION” is to be provided by the Owner.

All quantities are estimated.

The contractor will be paid based upon actual quantities as verified by the Owner.

Hourly rates shall include all travel, truck, and mileage costs.

No separate travel, truck, mileage, or equipment charges will be accepted.

No other method or items of compensation shall be paid other than on the basis specified herein and submitted on the submitted Bid Package.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of New Orleans
1300 Perdido Street
New Orleans, Louisiana 70112
(Owner to provide name and address of owner)

BID FOR: Trade ITQ
HVAC Services
District B
(Owner to provide name of project and other identifying information)

Informational Purposes Only (Pricing will not be based on these rates)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	During or Post Emergency Event when City offices are closed per Supervisor Licensed staff		
REF. NO.	QUANTITY:	UNIT OF MEASURE: HOURLY	UNIT PRICE <i>(Quantity times Unit Price)</i>
	1.00		

DESCRIPTION:	During or Post Emergency Event when City offices are closed per Laborer		
REF. NO.	QUANTITY:	UNIT OF MEASURE: HOURLY	UNIT PRICE <i>(Quantity times Unit Price)</i>
	1.00		

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

**INVITATION TO QUOTE
ATTACHMENT C2
CORPORATE RESOLUTION OR WRITTEN EVIDENCE**

A. In General

To assist the successful bidder with this requirement of submitting a proof of authority to execute the contract, the City prepared samples which the City would deem sufficient and acceptable.

Those samples are intended to be guidelines. The successful bidder is allowed to use a similar but different document.

B. Samples

1. If the bidder is a corporation, the bidder may submit a certified corporation resolution similar to the attached sample. This document is entitled "Sample 1 - Certified Corporate Resolution." It contains 14 items to complete and must be notarized.

2. If the bidder is NOT a corporation but another legal entity (such as a partnership, a limited liability company, a limited liability partnership, or another legal entity), the bidder may submit a certified resolution similar to the attached sample. This document is entitled "Sample 2 - Certified Resolution." It contains 11 items to complete and must be notarized.

3. If the bidder is a sole proprietor, the bidder may submit a certified certificate similar to the attached sample. This document is entitled "Sample 3 – Certified Certificate of Authority." It contains 8 items to complete and must be notarized.

[The remainder of this page is intentionally left blank]

SAMPLE 1 - CERTIFIED CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of _____

_____ (1. name of corporation), a corporation organized and existing under the laws of
the State of _____ (2. state), in a meeting duly assembled that _____

_____ (3. full name of authorized official), _____
_____ (4. title of authorized official) of said corporation, is
hereby authorized and empowered to execute on behalf of the said corporation the proposal and/or the
contract (including amendment(s)) which this corporation might enter into in connection with Invitation to
Quote No. _____ (5. number showing on the
invitation to quote).

I, _____ (6. full name of official certifying this
resolution), the _____ (7. title of official
certifying this resolution) of _____
(8. name of corporation - same as item no. 1), do hereby certify this to be a true copy of the resolution duly
adopted at a _____ (9. type of meeting: regular,
special, else) meeting of the Board of Directors of said corporation held on the _____ (10. day) of ____
_____ (11. month), 202____ (12. year), and that it has not been
rescinded, amended or altered in any way, and that it remains in full force and in effect.

(13. signature)

(14. title of official certifying this resolution- same as item no. 7)

State of _____

Parish/County of _____

Personally appeared before me this ____st/th day of _____, 202____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the

above is a true copy from the records of the corporation.

Notary Public

My commission expires on: _____

SAMPLE 2 - CERTIFIED RESOLUTION

On this _____ (1. day) of _____ (2. month), 201____ (3. year), I, _____
_____ (4. full name of official signing
this certificate), the _____ (5. title
of official signing this certificate) of _____
_____ (6. name of corporation) (the "Entity") hereby certify that _____
_____ (7. full name of authorized official), _____
_____ (8. title of authorized official) of said Entity, is hereby authorized and empowered to
execute on behalf of the said entity the proposal and/or the contract (including amendment(s)) which this
Entity might enter into in connection with Invitation to Quote No. _____
_____ (9. number showing on the invitation to quote).

(10. signature)

(11. title of official signing this certificate- same as item no. 5)

State of _____

Parish/County of _____

Personally appeared before me this ____st/th day of _____, 202____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the

above is a true copy from the records of the corporation.

Notary Public

My commission expires on: _____

SAMPLE 3 - SOLE PROPRIETOR AUTHORITY

On this _____ (1. day) of _____ (2. month), 201_(3. year), I, _____
_____ (4. full name), do hereby certify that I am
doing business under the name of _____
_____ (5. name of business) which said business is neither a corporation, nor a limited
liability company, nor a partnership, and I am the sole owner and proprietor of said business.

I will sign and deliver the proposal and/or the contract (including amendment(s)) which I might enter
into in connection with Invitation to Quote No. _____
_____ (6. number showing on the invitation to quote).

(7. signature)

State of _____

Parish/County of _____

Personally appeared before me this ____st/th day of _____, 202____,

_____ (official certifying this resolution), the _____

_____ (title of official certifying this resolution) of _____

_____ (name of corporation), and made oath that the

above is a true copy from the records of the corporation.

Notary Public

My commission expires on: _____

[END OF PROOF OF AUHTORITY TO SIGN CONTRACT]

**INVITATION TO QUOTE
ATTACHMENT C3
DBE FORM**



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-1 | **DBE RESPONSIVENESS FORM**

Contact Office of Supplier Diversity for questions on completing this form.
Via email: supplierdiversity@nola.gov

Instructions: Prior to award of a City contract, please complete and submit DBE Compliance Form-1. *List all DBE and Non-DBE firms* that will be utilized, and list scopes of work/services or goods they will perform or provide. Please ensure that all authorized signatories of each DBE firm listed signs this form. If you have not attained the amount of DBE participation to meet the contract goal, you are required to complete and submit DBE Compliance Form-2 along with all required supporting Good Faith Efforts documentation. Please reference the GFE Policy for further guidance. The GFE Policy is available via www.nola.gov or by request at supplierdiversity@nola.gov.

Solicitation #: _____ Project Name: _____ Date: ____/____/____

Name of Bidder/Proposer: _____ has satisfied the requirements of the bid/proposal specifications for the above referenced ITB/RFP/RFQ or solicitation by the City of New Orleans in the following manner:

(Please check the appropriate space)

- The bidder/proposer is committed to the contract goal of _____ % DBE utilization on this contract.
- The bidder/proposer is unable to meet the current DBE contract goal, however, is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts in addition to this form. *(Please complete and submit DBE Compliance Form-2 along with all required supporting documentation)*

Total Bid/Proposal Amount:	\$	100%
Total proposed DBE Amount:	\$	%

Bidder/Proposer's point-of-contact:

Name: _____ Title: _____ Phone: _____ Email: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-1 | **DBE RESPONSIVENESS FORM**

Contact Office of Supplier Diversity for questions on completing this form.
 Via email: supplierdiversity@nola.gov

Solicitation #: _____ Bidder/Proposer: _____

DBE COMMITTEMENT TO CONTRACT GOAL: (Attach additional pages if necessary)

Every DBE firm listed must be utilized on the project, and must perform a Commercially Useful Function. To remove or replace a DBE firm you must request & submit a DBE Removal/Substitution Request Form and receive approval from the OSD prior to removal or replacement the DBE firm.

Sub-Contractors/Sub-Consultants and Manufacturers

Name of DBE Firm	CERTIFICATION (SLDBE or LAUCP)	Scope(s) of Work to be performed by the DBE	Tier 1, 2, or 3 Subcontractor?	Value of Proposed Contract with DBE	% OF TOTAL CONTRACT
1.				\$	%
2.				\$	%
3.				\$	%
4.				\$	%
5.				\$	%
6.				\$	%
7.				\$	%
8.				\$	%
9.				\$	%
10.				\$	%
TOTAL				\$	%

Suppliers (For participation towards DBE Goal, count only 60% of total proposed Contract Value)

Name of DBE Firm	Certification (SLDBE or LAUCP)	Supplies to be provided by the DBE	100% of Value of Proposed Contract with DBE Supplier	60% Value of Proposed Contract with DBE Supplier	% OF TOTAL CONTRACT
1.			\$	\$	%
2.			\$	\$	%
3.			\$	\$	%
4.			\$	\$	%
5.			\$	\$	%
TOTAL				\$	%



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS
DBE Compliance Form-1 | **DBE RESPONSIVENESS FORM**

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: supplierdiversity@nola.gov

Solicitation #: _____

Bidder/Proposer: _____

DBE AFFIRMATION: (Attach additional pages if necessary)

The listed DBE firm(s) below affirm(s) that it will perform the Scope of Work for the estimated dollar value as stated in the DBE Commitment to Contract Goal section on page 2.

NAME of DBE FIRM	PRINT NAME of DBE FIRM'S AUTHORIZED SIGNATORY	SIGNATURE of DBE FIRM'S AUTHORIZED SIGNATORY	DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS
 DBE Compliance Form-1 | **DBE RESPONSIVENESS FORM**

Contact Office of Supplier Diversity for questions on completing this form.
 Via email: supplierdiversity@nola.gov

RFP/RFO/Bid/Solicitation/Other #: _____ Bidder/Proposer: _____

NON-DBE SUBCONTRACTORS AND SUPPLIERS: (Attach additional pages if necessary)

NAME of FIRM	PHONE	Scope of Work to be performed by the Subcontractor	VALUE of PROPOSED CONTRACT	% OF TOTAL CONTRACT
1.			\$	%
2.			\$	%
3.			\$	%
4.			\$	%
5.			\$	%
6.			\$	%
7.			\$	%
8.			\$	%
9.			\$	%
10.			\$	%
11.			\$	%
12.			\$	%
13.			\$	%
14.			\$	%
15.			\$	%

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

PRINT NAME: _____ SIGNATURE: _____ TITLE: _____ DATE: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2 | DOCUMENTATION OF GOOD FAITH EFFORTS

Contact Office of Supplier Diversity for questions on completing this form. Via email: supplierdiversity@nola.gov

Prior to award of a city contract, Good Faith Efforts (GFE) are required to be made and demonstrated on all applicable City of New Orleans contracts. If you have not attained the amount of DBE participation to meet the contract goal you are required to complete and submit DBE Compliance Form-2 along with all required supporting GFE documentation. Please reference the GFE Policy for further guidance. The GFE Policy is available via www.nola.gov or by request at supplierdiversity@nola.gov.

BIDDERS: *This completed form along with all required supporting documentation must be furnished to the Bureau of Purchasing by the two (2) apparent lowest bidders within three (3) days of the bid opening. Should the bidder fail to comply with this request, the bid shall be considered non-responsive.*

RESPONDENTS: *This completed form must be furnished to the Bureau of Purchasing within ten (10) days of the City's issuance of Intent to Award Letter.*

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

Project Description: _____

Name of Bidder/Respondent: _____ has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFP/RFQ or solicitation by the City of New Orleans in the following manner: *(Please check the appropriate space)*

- The Bidder/Respondent is unable to achieve any DBE Participation and has completed and submitted DBE Compliance Form-2 along with all required supporting GFE documentation.
- The Bidder/Respondent is unable to meet the DBE contract goal, but is committed to a minimum of _____% DBE utilization on this contract and has completed and submitted DBE Compliance Form-2 along with all required supporting GFE documentation.

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

PRINT NAME: _____ SIGNATURE: _____ TITLE: _____

Instructions: Please complete sections A through D and include all specific supporting documentation as outlined below. All sections of this form must be completed or your response may be deemed non-responsive. If you feel that any section of this form is not applicable, then you must provide a written statement as to why section is not applicable in your response. Attach additional pages if necessary.

- SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTING: Complete Section A.
- NOTIFICATION TO CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES: Complete Section B. Please attach a copy of the announcement and written notices distributed to DBE(s). Example: journals & newspapers, email, mail correspondence, community outreach notices, etc.
- INITIAL SOLICITATION & FOLLOW-UP OF INITIAL SOLICITATION: Complete Section C & D. Bidders/Respondents may count only DBEs solicited from the State and Local Disadvantaged Business Enterprise (SLDBE) or Louisiana Unified Certification Program (LAUCP) directories located on the City's website.



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2 | **DOCUMENTATION OF GOOD FAITH EFFORTS**

Contact Office of Supplier Diversity for questions on completing this form.
 Via email: supplierdiversity@nola.gov

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

Scope or Portions of Work Identified for DBE Participation		Estimated Value	% of Contract
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	
11.		\$	
12.		\$	
TOTAL		\$	

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

I. Did you attend all pre-bid and/or outreach meetings scheduled by the City?

YES	NO	Date of Meeting

II. Did you submit a subcontracting opportunity on the DBE Opportunities page?

YES	NO	Date of Submission

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2 | **DOCUMENTATION OF GOOD FAITH EFFORTS**

Contact Office of Supplier Diversity for questions on completing this form.
 Via email: supplierdiversity@nola.gov

C. INITIAL SOLICITATION & FOLLOW-UP: You must complete all fields below, list all certified DBE firms that received telephone or e-mail notification of work items to be subcontracted. If no response was received to the initial solicitation, you must indicate when firms received subsequent telephone or email solicitations (list delivery date, or read receipt date, and DBE firm’s response). You must include copies of the physical and/or electronic notice(s) sent to DBE firms. **USE ADDITIONAL PAGES AS NEEDED**

DBE FIRM & CONTACT	PHONE	Scope of Work Solicited	Date of Notification	Result of Initial Communication	Date of Follow-up/ Method of Contact		Result of Follow-up Communication
					(Phone or Email)		
<i>Ex. ABC Company /Jane Smith</i>	<i>(504) 123-4567</i>	<i>Legal services</i>	<i>01/01/21</i>	<i>Will submit a quote</i>	<i>01/10/21</i>	<i>email</i>	<i>Quote received</i>
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
21.							
22.							
23.							
24.							
25.							



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-2 | **DOCUMENTATION OF GOOD FAITH EFFORTS**

Contact Office of Supplier Diversity for questions on completing this form.
 Via email: supplierdiversity@nola.gov

- D. NEGOTIATE IN GOOD FAITH:** You must provide an explanation for any rejected DBE bid or price quotation, unless another DBE is accepted for the same work.
- 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 DBE firm. A meeting may be held with the rejected DBEs, if requested to discuss the rejection. You must attach a copy of the notice.

DBE Subcontractor	Scope	Date rejection notice sent	Reason	Meet with DBE Sub?		
				Yes	No	Not requested

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

Scope	DBE Subcontractor	Quote	Non-DBE Subcontractor	Quote	Price Variance (+/-)
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	



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III. **NEGOTIATE IN GOOD FAITH:** You must provide a copy of all correspondence documenting negotiation efforts including copies of DBE and non-DBE quotes and copies of written rejection notices.

OTHER: Please provide narrative details of any other efforts your firm conducted to attain the DBE Goal. Attach identified pages as warranted.

**INVITATION TO QUOTE
ATTACHMENT C4
QUALIFICATIONS QUESTIONNAIRE**

No.	Questions	Circle Answer
1.	Do you or your firm possess a valid and current contractor's license as required by law for the work described in the solicitation?	YES NO N/A
2.	Have you or your firm's contractor's license been revoked by the Louisiana State Licensing Board for Contractors in the last 5 years?	YES NO N/A
3.	Have you or your firm been cited for violation by the Louisiana State Licensing Board for Contractors in the last 5 years?	YES NO N/A
4.	Is your firm in good standing with the Louisiana Secretary of State at the time of submission of this Bid Package?	YES NO N/A
5.	Do you or your firm owe tax to the City of New Orleans?	YES NO N/A
6.	Do you or your firm possess adequate equipment to perform the work described in this solicitation?	YES NO N/A
7.	Do you or your firm have the adequate staffing resources to perform the work described in this solicitation?	YES NO N/A
8.	Do you or your firm possess adequate insurance for the work described in the solicitation?	YES NO N/A
9.	Have you or your firm been denied insurance coverage in the last 5 years?	YES NO N/A
10.	Have you or your firm been terminated from a public works contract in the last 5 years?	YES NO N/A
11.	Have you or your firm been declared non-responsible to or prevented from bidding or performing work on any public works contract or subcontract in the last 5 years?	YES NO N/A
12.	Have you or your firm been debarred by the Federal Government or the State of Louisiana?	YES NO N/A
13.	Do you or your firm have a conflict of interest in connection with this solicitation which might impair your ability to perform if awarded the contract, including any familial or business relationships that you or your firm have with city officials or employees?	YES NO N/A
14.	Did you or someone from your firm colluded, conspired, connived, or agreed, directly, or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the ITQ?	YES NO N/A
15.	Do you or your firm comply with the City's hiring requirements contained in the city code?	YES NO N/A

**If you choose to circle "N/A", you must provide a written explanation on a separate document and submit it with this questionnaire in your Bid Package.
Absent an explanation, the City may be deemed non-responsive.**

**INVITATION TO QUOTE
ATTACHMENT C5
REFERENCES**

Please provide up to 3 past or current customers for whom you have provided similar services as listed in the specifications of this bid.

Reference One

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email address: _____

Contract Period: _____

Scope of Work: _____

Reference One

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email address: _____

Contract Period: _____

Scope of Work: _____

Reference One

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Email address: _____

Contract Period: _____

Scope of Work: _____

Information of person who prepared this form:

Company's Name Date

Authorized Representative's Name (Print or Type) Authorized Representative's Signature

[ATTACHMENTS D THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION III

THE FOLLOWING ATTACHMENTS CONTAIN DOCUMENTS THAT THE SUCCESSFUL BIDDER WILL BE ASKED TO PROVIDE WHEN IT RECEIVES THE INTENT TO AWARD LETTER

INSTRUCTIONS:

- Documents must be signed by an authorized representative of the entity or it will not be accepted.
- For Affidavits: the document must be notarized, or it will not be accepted.
- For Affidavits: Affiant **MUST** select when required or the affidavit will not be accepted.

Instructions sheet may be omitted when submitting the affidavit.

**INVITATION TO QUOTE
ATTACHMENT D
TAX CLEARANCE**

**CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

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

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

REAL ESTATE TAX NUMBER:

*PERSONAL PROPERTY TAX
NUMBER:*

*SALES TAX/OCCUPATIONAL
LICENSE NUMBER:*

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

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

BUREAU OF REVENUE (Room 1W15)

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 March 1, 20____. The above clearance may be revoked for failure to pay sales tax.

BUREAU OF TREASURY (Room 1W37)

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 March 1, 20____.

COLLECTOR OF REVENUE – PRINT NAME

DATE

TREASURY CHIEF – PRINT NAME

DATE

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

DIRECTOR OF FINANCE – PRINT NAME

DATE

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

INSTRUCTIONS

This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information. This Tax Clearance Authorization will not be honored for any purpose other than contracting with 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.

1. Complete this form by providing all of the information requested. Failure to fill in ALL information requested will delay processing.
2. Sign and date the authorization form and submit to the Department with whom you are contracting. If the form is not signed and dated, the form will not be processed.
3. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans.

Real Estate/Personal Property Tax

1. Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
2. 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.
3. 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

1. Businesses located within Orleans Parish are required to obtain an annual Occupational License. A City of New Orleans Sales Tax number will also be issued at the same time.
2. If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Certificate of Registration and a City of New Orleans Sales Tax number.
3. If a business is not registered, a New Business Application must be completed.
1. Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application.
2. Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees. Please be prepared to provide 501(c) documentation and/or Louisiana Secretary of State Status.
3. All applications can be found on the City of New Orleans' website, www.nola.gov, at the OneStop Shop webpage.
4. Any questions may be forwarded to the OneStop Shop at (504)658-7100.

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[ATTACHMENTS E THRU I ON FOLLOWING PAGES]

**INVITATION TO QUOTE
ATTACHMENT E
NON-COLLUSION**

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY/PARISH OF _____

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

He/She is the _____ and authorized representative of _____
_____ ("Bidder.")

The Bidder submitted a Bid Package (as defined in the Solicitation) in response to City of New Orleans Solicitation No. _____ ("Solicitation").

The Bidder attests that:

- The Bid Package is genuine and is not a collusive or sham Bid:
- Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the Bid Package has been submitted or to refrain from bidding 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 Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any advantage against the City of any person interested in the proposed contract; and
- The price or prices quoted in the Bid Package are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Bidder Representative (Signature)

(Print or type name)

(Address)

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

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENTS F THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

**INVITATION TO QUOTE
ATTACHMENT F
CONFLICT OF INTEREST**

AFFIDAVIT OF CONFLICT OF INTEREST DISCLOSURE

STATE OF _____

COUNTY/PARISH OF _____

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

He/She is the _____ and authorized representative of _____
_____ (“Bidder.”)

The Bidder submitted a Bid Package (as defined in the Solicitation) in response to City of New Orleans Solicitation No. _____ (“Solicitation”).

The Bidder hereby confirms that a conflict(s) of interest (*check the applicable box*)

- does not exist
- exists
- may exist

in connection with the Solicitation which might impair Bidder’s ability to perform if awarded the contract, including any familial or business relationships that the Bidder, the proposed subcontractors, and their principals have with city officials or employees.

(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).

Bidder Representative (Signature)

(Print or type name)

(Address)

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

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENTS G THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

**INVITATION TO QUOTE
ATTACHMENT G
BIDDER'S ATTESTATION**

AFFIDAVIT OF BIDDER'S ATTESTATION

STATE OF _____

COUNTY/PARISH OF _____

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

He/She is the _____ and authorized representative of _____
_____ ("Bidder").

The Bidder submitted a Bid Package (as defined in the Solicitation) in response to City of New Orleans Solicitation No. _____ ("Solicitation").

The Bidder attests that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following crimes or the equivalent federal crimes after July 2, 2010.

R.S. 38:2227. B.(1)

- a. Public bribery (R.S. 14:118)
- b. Corrupt influencing (R.S. 14:120)
- c. Extortion (R.S. 14:66)
- d. Money laundering (R.S. 14:230)

R.S. 38:2227. B.(2)

- e. Theft (R.S. 14:67)
- f. Identity Theft (R.S. 14:67.16)
- g. Theft of a business record (R.S. 14:67.20)
- h. False accounting (R.S. 14:70)
- i. Issuing worthless checks (R.S. 14:71)
- j. Bank fraud (R.S. 14:71.1)
- k. Forgery (R.S. 14:72)
- l. Contractors; misapplication of payments (R.S. 14:202)
- m. Malfeasance in office (R.S. 14:134).

Bidder Representative (Signature)

(Print or type name)

(Address)

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

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENTS H THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

**INVITATION TO QUOTE
ATTACHMENT H
CITY'S HIRING REQUIREMENTS**

AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, after being duly sworn, deposed, and said that:

He/She is the _____ (*title*) and authorized representative of _____ (*entity*), the "Bidder."

The Bidder submitted a Bid Package (as defined in the Solicitation) in response to City of New Orleans Solicitation No. _____ ("Solicitation").

The Bidder hereby confirms that _____ (*entity*) is

- o compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.
- o unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

Bidder Representative (Signature)

(Print or type name) (Address)

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

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENT I ON FOLLOWING PAGE]

[The remainder of the page is intentionally left blank]

**INVITATION TO QUOTE
ATTACHMENT I
SUBCONTRACTORS IDENTIFICATION**

AFFIDAVIT OF IDENTIFICATION OF SUBCONTRACTORS DISCLOSURE

STATE OF _____

COUNTY/PARISH OF _____

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

He/She is the _____ and authorized representative of _____, hereafter called "Bidder."

The Bidder submitted a Bid Package in response to City of New Orleans Solicitation No. _____ ("Solicitation").

The Bidder hereby identifies the following persons, natural or artificial, who are retained by Bidder at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Bidder's work for the City. The Bidder hereby acknowledges and agrees that when new subcontractors not previously named are added to the work, they must be promptly identified to the Sponsoring Department (as defined in the Solicitation) within 48 hours of the change. The official change may not take place unless and until the City provides its written approval.

Person(s) and Company Name (if applicable)

Bidder Representative (Signature)

(Print or type name)

(Address)

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

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[END OF SOLICITATION]

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