

Request for Proposals

DOWNTOWN DEVELOPMENT DISTRICT
OF THE CITY OF NEW ORLEANS

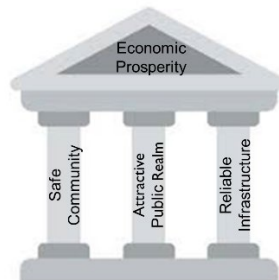
SIDEWALK CLEANING & PUBLIC SPACE MAINTENANCE SERVICES
RFP # 2023-50-08



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

Overview

Downtown New Orleans, like other urban centers, is in heavy competition for economic investment. While downtown continues its positive economic recovery, DDD acknowledges the challenges of urban centers today including public safety, increased homelessness, disinvestment, and cleanliness. Downtowns are still reeling from record high vacancy rates because of the global pandemic. To attract new residents, retain young professionals, and grow our economy, we must offer a high-quality of life and business friendly climate. Greater attention must be focused on quality-of-life improvements that compel workers and companies to fully return to the office. Downtown New Orleans must provide a sensational public realm characterized by litter free sidewalks, expeditious graffiti removal, reliable and consistent sanitizing. An attractive public realm is key to DDD's economic prosperity strategy, which can be summarized in the following graphic:



Specific DDD initiatives as part of this strategy include but are not limited to the following:

- Expanded Code Enforcement – DDD is funding two (2) City of New Orleans personnel: Code Enforcement Officer and Title Inspector to provide full time coverage of the DDD.
- Enhanced Sanitation Enforcement – DDD has secured 50% of a full time Sanitation Enforcement Officer (City Department of Sanitation) to provide coverage to the DDD.
- Enhanced Quality of Life Enforcement – DDD has secured 50% of a full time Quality of Life Officer (New Orleans Police Department) to provide coverage to the DDD.
- Expanded Graffiti Removal – Secured legislative relief resulting in the DDD's ability to directly provide graffiti removal services on the 1st floor of privately owned properties.
- Downtown Lighting – DDD has secured grant funding to deploy lighting in the public realm and to expand its grant to private property owners for the installation of exterior lighting.
- Litter/Waste Education- DDD joined “*Keep Louisiana Beautiful*”, a coalition of statewide entities focused on litter prevention, waste reduction, and increased recycling.
- Dog Waste Reduction – Launched “Doo Dat” campaign and installation signage and of dog removal boxes throughout the district.

In preparation for the issuance of this RFP, DDD secured feedback on service level needs/aspirations by convening stakeholders representing of the following service groups within the DDD:

- Residents
- Office Market
- Hospitality & Tourism
- Food & Beverage
- Workforce Development

Therefore, DDD seeks a place management vendor firmly committed to providing exemplary Sidewalk Cleaning & Public Space Maintenance Services that contribute to our goal of curating a compelling residential, business, and tourism address. Furthermore, DDD seeks a partner who will join DDD in creating economic prosperity for all New Orleanians by adopting New Path/Second Chance Hiring into its service delivery.

PUBLIC NOTICE

REQUEST FOR PROPOSALS

Downtown Development District
of the City of New Orleans

SIDEWALK CLEANING & PUBLIC SPACE MAINTENANCE SERVICES
RFP #2023-50-08

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

Notice is hereby given that a Request for Proposals for Sidewalk Cleaning and Public Space Maintenance Services will be received by the Downtown Development District of the City of New Orleans (DDD) located at 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, until **Tuesday, October 31, 2023, at 3:00 pm, central time.**

For more information send name, address, phone #, and email address to Stuart Taylor, [Finance & Administration Manager](#), at staylor@downtownnola.com.

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

Davon N. Barbour
President & CEO

REQUEST FOR PROPOSALS

DOWNTOWN DEVELOPMENT DISTRICT
OF THE CITY OF NEW ORLEANS

SIDEWALK CLEANING & PUBLIC SPACE MAINTENANCE SERVICES
RFP #2023-50-08

TABLE OF CONTENTS

- I. The Request For Proposals
- II. General Instructions
- III. Scope of Work
- IV. Contract Requirements
- V. DBE Compliance Requirements & New Paths Program
- VI. Documents Incorporated by Reference
 - Exhibits and Attachments
 - Exhibit “A” - Qualifications for Award
 - Exhibit “B” - Required Services/Scope of Work
 - Exhibit “C” - Intentionally Omitted
 - Exhibit “D” - Reporting Requirements
 - Exhibit “E” - Living Wage
 - Exhibit “F” - Contract Documents
 - Exhibit “G” - Continuous Quality Improvement Program
 - Exhibit “H” - DDD Map & Boundary
 - Exhibit “I” - Graffiti Removal Waiver

 - Attachment “1” - Proposer’s Guarantee
 - Attachment “2” - Proposer’s Warranties
 - Attachment “3” - Non-Collusion Statement
 - Attachment “4” - Proposer’s Affidavit
 - Attachment “5” - Qualification Form
 - Attachment “6” - Proposal Form
 - Attachment “7” - Statement of DBE Compliance
 - Attachments “8”-“17” - District Heat Maps

I. REQUEST FOR PROPOSALS

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

Proposers are hereby notified that a complete proposal shall consist of the following: (1) three professional references; (2) an itemized price estimate for the work outlined in Section III, and Exhibit “B” (Scope of Work), below; (3) acknowledgment of any amendments; and (4) completed and signed Proposer Guarantees, Proposer Warranties, Non-Collusion Statement, Proposer’s Affidavit, Qualification Form, and DBE Compliance Requirements (Attachments 1-7). It is the Proposer’s responsibility to provide the information/responses requested of this RFP in a responsive manner within the written proposal and supportive of the specific Scope of Work outlined in the RFP. Should a Proposer fail to furnish a complete proposal, as determined by the DDD, the proposal may be rejected. Additionally, should a Proposer take exception to the requirements or specifications as provided herein, without prior DDD approval, the Proposer’s proposal shall be rejected. An original and two copies of proposals shall be delivered or mailed to: Downtown Development District, Attn: RFP #2023-50-08. 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana, 70170. Proposals not received in the office at the address indicated above, and by the time and date for receipt of proposals set forth herein, shall be returned to Proposer unopened.

Preliminary RFP Selection Schedule*

| Date | Action/Task |
|------------------------------|--|
| Wednesday, August 30, 2023 | DDD staff reviews new RFP timeline with Finance & Executive Committees |
| Friday, September 1, 2023 | DDD staff transmits draft new RFP to Board of Commissioners for individual feedback |
| Tuesday, September 12, 2023 | Deadline for DDD Board of Commissioners to submit feedback to DDD staff |
| Thursday, September 21, 2023 | DDD issues RFP |
| Tuesday, October 10, 2023 | DDD convenes Pre-Proposal Conference |
| Tuesday, October 31, 2023 | Proposals Due |
| Monday, November 6, 2023 | Selection Committee deadline to review proposals |
| Tuesday, November 7, 2023 | DDD Board of Commissioners meeting. Board notified of shortlist |
| Tuesday, November 14, 2023 | Proposers interviews (Minimum Stage I score of 75 points & above to advance to Stage II interview process) |
| Wednesday, November 15, 2023 | Proposers interviews (Minimum Stage I score of 75 points & above to advance to Stage II interview process) |
| Thursday, November 16, 2023 | Staff deadline for written observation summary/recommendation |
| Friday, November 17, 2023 | F&E packets distributed |
| Wednesday, November 29, 2023 | DDD Finance Committee considers President & CEO's recommendation |
| Wednesday, November 29, 2023 | DDD Executive Committees considers President & CEO's recommendation |
| Tuesday, December 5, 2023 | DDD Board of Commissioners considers President & CEO's recommendation |

***DDD reserves the right to update this schedule as necessary. All times are in CT.**

Selection Committee

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

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (pass/fail basis), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms included in the competitive range only and will be the basis for ultimate contract award. Scoring, defined on pages 25-26 of this RFP, will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion as defined on page 26. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process will entail interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of the DDD's requirements with respect to this RFP, promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms.

DDD will award a contract(s) resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous, technical, price and other factors specified herein considered. DDD reserves the right to make contract award without negotiations, and to make no award or decline to enter negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. DDD further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process. DDD may exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process, where a contract award may be based on initial proposals received.”

Per the DDD Board of Commissioners adopted Procurement Policies & Procedures, The Board of Commissioners shall evaluate the aforesaid President & CEOs recommendation and accept or reject at a properly noticed meeting of the Board. The President & CEO may alter his/her recommendation at any time and submit same to the Board for acceptance. Upon accepting the recommendation, the Board shall authorize the Chair of the Board to execute an agreement with the Service Contractor (Proposer). A Resolution is to be prepared when the contract value is \$150,000 or greater. It is anticipated that the contract value associated with the Scope of Work outlined in this RFP shall exceed \$150,000.

II. GENERAL INSTRUCTIONS

1. DEFINITIONS

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

2. PROPOSALS

Proposals will be received at the office of the DDD, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, until Tuesday, October 31, 2023, at 3:00 pm, central time.

3. PROPOSAL PERIOD

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

4. GUARANTEE

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

5. WARRANTY REQUIRED

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

6. INSURANCE CERTIFICATES

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

7. NON-COLLUSION STATEMENT

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

8. AFFIDAVIT

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

9. QUALIFICATION FORM

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

10. PROPOSAL FORM

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

11. RESPONSIBILITY TO EXAMINE PROPOSAL

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

12. INSPECTION OF THE DISTRICT

Each Proposer should make an on-site inspection of the District.

13. WRITTEN AND ORAL EXPLANATIONS

Should a Proposer find a discrepancy in or an omission from this RFP or should a Proposer be in doubt as to any meaning therein, the Proposer shall at once notify the DDD in writing. Upon submission of the aforesaid notice to the DDD, the DDD will send written instructions to all Proposers. Any such notice from a potential Proposer must be received by the DDD no later than 11:00 am on Tuesday, September 29, 2023. Inquiries received after this date will not receive response. The DDD will not be responsible for any oral instructions.

14. ADDENDA

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

15. ANALYSIS OF PROPOSALS RECEIVED

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

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

16. REJECTION OR UNACCEPTABLE PROPOSALS

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

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

17. CONTRACT REQUIRED

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

18. COOPERATION WITH ALL PARTIES

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

19. QUALIFICATIONS FOR AWARD

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

20. PROPOSAL WITHDRAWAL

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

21. PERMITS AND LICENSES

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

22. PROCUREMENT POLICY

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

III. SCOPE OF WORK

1. **General Scope of Work.** The DDD requests that the Proposer act as an Independent Contractor (“Contractor”) to perform the services set forth in Exhibit B, attached hereto and made a part hereof.
2. **Price.** The price estimate for the work outlined in this Section III is itemized and described in Section 4(H) to Exhibit “B”, attached hereto and made a part hereof.
3. **Quality of Work.** The Contractor shall provide the services required herein in a workmanlike and professional manner, shall conform to professional and industry standards, and if applicable, shall keep all areas in a clean, orderly and safe condition, and satisfactory to the DDD at all times. Moreover, the Contractor will coordinate with all levels of DDD staff to ensure appropriate follow-up and case closeouts. The Contractor agrees to be bound by all applicable Federal, State, Parish and Municipal laws, ordinances and regulations to the same extent as if said requirements were expressly written herein.
4. **Personnel.** The Contractor must provide a plan detailing the number of workers, man-hours, hours of operation, routing schedules, and job tasks for each employee during all hours of operation. The Contractor must provide a sufficient number of employees and/or man hours to complete the services requested herein by the DDD. To assist the Proposers’ understanding of pedestrian activity within the District, DDD has prepared heat maps illustrating typical foot traffic for the year 2022 for the following consumer segments: Residents, Employees and Visitors. The heat maps are included in this RFP as Attachments “8”- “17”.
5. **Equipment.** The DDD recommends the use of the equipment (or its equivalent) as described in Exhibit “B”, attached hereto and made part hereof. Alternatives to this equipment will be considered, provided the appropriate specifications and information are submitted to the DDD with the proposal. Any and all equipment purchased for this Contract by the DDD shall only be used by the Contractor in the performance of this Contract and shall have the DDD name prominently displayed thereon.
6. **Supplies.** The Contractor shall bear, at its own expense, any and all costs associated with operating its business, furnishing any maintenance services, and any other costs associated with the fulfillment of this Contract. The Contractor will be required to supply and furnish at its sole cost any and all supplies to be used in the furtherance of properly executing any maintenance services provided herein.
7. **Safety Regulations.** The Contractor shall comply with the Occupational Safety and Health Act of 1970 (as amended), as well as other applicable Federal and State safety regulations.
8. **Reporting Requirements.** The Contractor shall provide reports at a time specified by the DDD, as provided in Exhibit “D”, attached hereto and made a part hereof. These reports shall include the information requested by the DDD as set forth in Exhibit “D”.
9. **Living Wage.** The Contractor shall comply with the Living Wage Ordinance of the City of New Orleans, as provided in Exhibit “E”, attached hereto and made a part hereof.
10. **Marketing.** The Contractor will actively promote the daily results of the Contractor's work to DDD stakeholders through targeted marketing strategies, as described in Exhibit “B”.

IV. CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

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

2. CONTRACT TERM

The Contract term shall commence upon execution and terminate two (2) years later.

The DDD shall have two (2), one-year options to renew the Contract, subject to approval by the DDD Board of Commissioners.

The services provided under the terms of this Contract shall begin no later than October 1, 2023, and end no later than October 2, 2025.

3. CANCELLATION/TERMINATION OF CONTRACT

- A. **For convenience.** The performance of services under this Contract may be terminated by the DDD in whole or in part, with 60 days’ notice, whenever the DDD shall determine that such termination is in the best interest of the DDD. Any such termination shall be affected by delivery to the Contractor a notice of termination specifying the extent to which performance of services under the contract is terminated and the date upon which such termination becomes effective.
- B. **For cause.** The DDD shall have the right to cancel this Contract immediately if the Contractor fails to fulfill any of the requirements, terms, or conditions of this Contract as determined by the DDD. The DDD may terminate this Contract in whole or part by written notice of default to the Contractor if the Contractor fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as the DDD may authorize in writing) after receipt of notice from the DDD specifying such failure. If the Contract is terminated in whole or in part for default, the DDD may procure similar services upon such terms and in such a manner as herein specified. The Contractor shall be liable to the DDD for any excess costs incurred in obtaining similar services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- C. **By mutual agreement.** This Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties.

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

4. INSURANCE AND INDEMNITY

Contractor agrees to indemnify and save harmless the DDD, and the City of New Orleans from all fines, suits, claims, demands, actions or judgments of any kind and nature accruing against Contractor, the

DDD and/or the City of New Orleans for loss of life, injury or damage to persons or property, or misappropriation or infringement of copyright or other intellectual property growing out of, resulting from, or by reason of any act or omission connected in any way with the operations of Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge of performance of services under this Contract. Contractor assumes all the risk in the operation of its business in connection with the performance of the services called for under this Contract, and shall be solely responsible and answerable in damages for any and all accidents, injuries or other harms to persons or property that arise as a result of its performance of the services called for under this Contract.

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

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

- A. General Liability
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 Aggregate
 - c. Additional Insured and Waiver of Subrogation in favor of the DDD and the City of New Orleans. Documentation must be supplied to DDD.
- B. Professional liability coverage in the amount of \$1,000,000;
- C. Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000;
- D. Workers' Compensation coverage in the following amounts:
 - a. \$100,000 for each accident
 - b. \$100,000 for employee disease
 - c. \$500,000 for each policy limit disease
- E. Insurance Company Rating
Insurance carriers must have A.M. Best rating of at least A VII. Documentation must be supplied to DDD.
- F. Contractor shall provide the DDD and the City of New Orleans with certificate(s) of insurance evidencing the aforesaid coverage.

The parties acknowledge that this Contract may be negotiated and transmitted between the parties by means of a facsimile machine and that the terms and conditions agreed to are binding upon the parties. Upon the Contract being executed, both parties will validate copies of the facsimile forthwith.

Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of residence other than in the Parish of Orleans.

To ensure that the selected Proposer will be able to furnish the required insurance at the signing of this Contract, it is hereby required that all Proposers must have these coverages currently in force for their present business operations and proof of this present coverage must be provided to the DDD immediately upon demand.

5. PERFORMANCE BOND

The Contractor at the time of the execution of this Contract shall furnish the DDD with a valid public works performance bond issued by a surety company qualified to do such business in the State of Louisiana and acceptable and satisfactory to the DDD, which performance bond shall be maintained and kept by the Contractor, in full force and effect, during the entire term of the Contract, as well as any renewal terms which bond shall be conditioned to ensure the faithful and full performance by the Contractor of all the covenants, requirements, terms and conditions of the Contract and to stand as security for the payment of any valid claim by the DDD against the Contractor. In the event of default by the Proposer, as described in Section IV of the RFP, the surety company providing the performance bond will assume the responsibility of fulfilling the Contract for the remainder of the term of the Contract.

The principal sum of the performance bond must be equal to 100% of the Total Annual Price.

To ensure that the selected Proposer is able to furnish the required performance bond at the time of executing this Contract, it is required that each Proposer present, with their proposals, correspondence from the surety company that the Proposer has applied and been approved for a performance bond in the amount of 100% of the Total Annual Price.

6. SURETY

No surety company shall be accepted as surety on any bonds required herein by the DDD unless such surety company is currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Bests Key Rating guide to write individual bonds up to 10% of policy holders' surplus as shown in the A.M. Bests Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In any case, any performance bond written pursuant hereto shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

7. ASSIGNMENT OF CONTRACTS

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

8. PAYMENTS FOR SERVICES

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

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

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

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

9. TAXES

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

10. NON-WAIVER

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

11. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

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

To Contractor: _____

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

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

12. ATTORNEY'S FEES

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

13. EQUAL EMPLOYMENT OPPORTUNITY

In all hiring or employment made possible by, or resulting from the Contract, 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.

14. NON-DISCRIMINATION

In the performance of the Contract, 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 DDD working with the Contractor in any of the 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.

15. CONFLICT OF INTEREST

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

16. STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes, the Contractor shall be considered an independent contractor as defined in La. R.S. 23:1021(7), and, as such, the DDD shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (La. R.S. 23:1020.1 et seq.) and, further, under the provisions of La. R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the DDD for the purpose of workers' compensation coverage.

17. APPLICABLE LAW

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

18. AUDIT AND INSPECTION OF RECORDS

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

19. CONFIDENTIALITY

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

20. DAMAGE OR DESTRUCTION OF AREAS

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

21. BROKERAGE FEE

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

22. DRUG/ALCOHOL POLICY

In the spirit of DDD's New Paths Hiring Program, The Contractor shall not implement a drug and alcohol testing policy covering all new employees upon hire. However, the Contractor will implement testing for cause, following any job-related accidents or injuries. The medical testing lab and policy shall be approved by the DDD and certification of the contractor's adherence to its policy shall be provided to the DDD on a quarterly basis.

23. INCORPORATION INTO SUBCONTRACTS.

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

the Agreement for cause if the Contractor fails to comply with any obligation in the RFP, which failure is considered a material breach of the Contract.

V. DBE COMPLIANCE REQUIREMENTS & NEW PATHS PROGRAM

DBE PROGRAM REQUIREMENTS

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

GOVERNANCE AND PROGRAM ADMINISTRATION

Definitions

1. “Disadvantaged Business Enterprise” or “DBE” means a business entity that is owned and controlled by socially and economically disadvantaged persons who hold at least a 51% equity interest in the entity such that the business entity’s ability to compete in the business world has been restricted due to industry practices and/or limited capital and/or restricted credit opportunities that are beyond its control.
2. “DBE Prime” shall mean that, with respect to seeking a particular DDD contract, one or more DBEs will perform in excess of 50% of the contract through its own forces and will share an amount of the monetary contract award equal to the work performed by the DBE(s). For example, if (a) a DBE will perform 65% of the work for a particular DDD contract with its own forces and will receive 65% of the contract remuneration and (b) the other 35% of the work will be performed by a non-DBE and the non-DBE will receive the remaining 35% of the contract remuneration, the contract would be considered as having been performed by a DBE Prime.

1. The Proposer agrees to comply with the DDD’s DBE participation program (the “**DBE Program**”) as described herein:
 - a. DBE Program Compliance

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

- b. DBE Participation

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

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

c. DBE Program Compliance

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

d. DBE Compliance Reporting

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

- i. the name and business address of each DBE involved in the contract;

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

e. Access to Books and Records

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

NEW PATHS PROGRAM

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

Returning Citizens

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

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

Reducing Homelessness

Downtown is front and center of the homelessness crisis as evidenced by encampments on the edge of the District and daily calls for service from operating businesses and property owners within the District. The DDD's commitment to decreasing homelessness has been demonstrated by its long-time advocacy for permanent supportive housing, support for affordable housing Downtown, and the hiring of two (2) full-time homeless outreach workers through Travelers Aid Society, a local non-profit assisting in the

prevention of homelessness and to helping homeless or stranded families and individuals regain a self-sufficient lifestyle. Additionally, the DDD has provided funding to assist with the construction and operations of a Low Barrier Shelter, located in the Sports & Entertainment District of downtown. Therefore, DDD is resolute in its desire to contract with a vendor who shares our core values of empowerment and prosperity for all New Orleanians.

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

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

VI. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated herein by reference:

- Exhibit “A” - Qualifications for Award
- Exhibit “B” - Required Services/Scope of Work
- Exhibit “C” - Intentionally Omitted
- Exhibit “D” - Reporting Requirements
- Exhibit “E” - Living Wage
- Exhibit “F” - Contract Documents
- Exhibit “G” - Continuous Quality Improvement Program
- Exhibit “H” - DDD Map & Boundary
- Exhibit “I” - Graffiti Removal Waiver

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

- Attachment “1” - Proposer’s Guarantee
- Attachment “2” - Proposer’s Warranties
- Attachment “3” - Non-Collusion Statement
- Attachment “4” - Proposer’s Affidavit
- Attachment “5” - Qualification Form
- Attachment “6” - Proposal Form
- Attachment “7” - Statement of DBE Compliance
- Attachments “8”- “17” - District Heat Maps

Exhibit “A”

QUALIFICATIONS FOR AWARD

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

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (pass/fail basis), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms included in the competitive range only and will be the basis for ultimate contract award. Scoring, defined on page 26 of this RFP, will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by a Selection Committee. There is a maximum of ninety (90) points to be earned in Stage I. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion as defined in this RFP. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process will entail interviews and/or presentations with the respondents included on the short list. There are a maximum of ten (10) points to be earned during Stage II. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of the DDD’s requirements with respect to this RFP, promote the understanding of the respondents’ proposals, and to arrive at agreeable contract terms. Therefore, the Proposer’s total score is calculated by the following: **Stage I Score + Stage II Score = Total Score.**

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

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

Stage I Scoring: Proposal Submission

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

| | | |
|----|--|----|
| 1. | Background/General Qualifications | 20 |
| | a. Experience and training of principal and staff | |
| | b. Years in business and years specifically providing the mandated Scope of Work outlined in this RFP | |
| | c. Quality of written proposal | |
| 2. | Approach to Providing Proposed Scope of Work | 30 |
| | a. Evidence that the proposer is capable of providing services | |
| | b. Quality of proposed staffing and work plan | |
| | c. Demonstrated knowledge of the characteristics and needs of the DDD | |
| | d. Dispatch/communication plan | |
| | e. Equipment list and deployment plan (including availability of equipment by October 31, 2023 (proposal submission deadline) | |
| 3. | Pricing | 10 |
| 4. | Financial Resources | 10 |
| | a. Financial stability: Is the proposer able to sustain operations for up to 60 days following completion of monthly services. | |
| | b. Proposed investment in equipment and supplies. | |
| 5. | DBE Program Participation | 10 |
| 6. | New Paths Program | 10 |
| 7. | Resiliency | 5 |
| 8. | Client list/references | 5 |

Stage Two Scoring: Interview (10 Points)

STAGE I + STAGE II = TOTAL SCORE **100 Points**

Exhibit “B”

REQUIRED SERVICES/SCOPE OF WORK

1. General Maintenance

The Contractor shall furnish all necessary personnel, equipment, materials, supplies and water to provide the cleaning services that are described herein.

The Contractor shall provide a detailed written plan and schedule of action for deploying resources. The maintenance schedule should be produced as an easy-to-read graphical document.

The primary responsibility of the Contractor will be to maintain a clean, litter-free environment and improve the overall appearance of Downtown. The Contractor shall show reasonable improvement of downtown cleanliness over time, as measured by the DDD’s Continuous Quality Improvement (CQI) program. The CQI program monitors the Contractor’s performance in five key areas including but not limited to litter, weeds, graffiti, sidewalk surface stains and trash receptacle condition. See Exhibit “G”.

The service area (shown on the map included in Exhibit “H”), which consists of 160 blocks over approximately 1.2 square miles, will be maintained twenty-four (24) hours per day, seven (7) days a week (including holidays). The work includes but is not limited to the following services: manual and/or mechanical sweeping or vacuuming for litter removal, hot pressure washing and/or scrubbing of sidewalks; power blowing (leaves/debris); graffiti, poster, gum or sticker removal; sidewalk weed abatement; exterior cleaning and painting of benches, trash receptacles, and planters; litter collection and removal; and other maintenance tasks identified by the DDD.

A. Manual & Mechanical Sweeping/Vacuuming

The Contractor shall perform manual sweeping of all litter in the public right of way using traditional pan and broom and/or mechanical equipment on a daily basis. This consists of, but is not limited to, picking up litter, cigarette butts, dirt, leaves, weeds, and other miscellaneous trash and debris on all sidewalks and public areas.

The Contractor shall also remove all trash, cigarette butts, or other debris from open tree wells located in the public right of way. The Contractor will **not** be responsible for weed abatement in tree wells.

B. Hot Water High Pressure Washing/Scrubbing

The Contractor will provide pressure washing of sidewalks, curbsides, trash receptacles, and other items as necessary within the District. The Contractor shall provide a monthly cleaning schedule for all streets to be approved by the DDD. The cleaning and pressure washing schedule should include a corresponding map of the area that is professionally produced and easy for staff and stakeholders to read. Pressure washing generally consists of two overnight units focused on Canal Street and adjacent side streets in the CBD on a daily basis, and one daytime unit performing sidewalk pressure washing, gum removal, and trash can cleaning throughout the District. The Contractor will provide high intensity pressure washing and deep clean team to high trafficked pedestrian areas (i.e. Iberville, Common, Gravier and the 100 block of all streets on either side of Canal between Common and Iberville) at higher frequency.

The Contractor shall use hot water and environmentally friendly detergents to clean sidewalks, trash receptacles, and curbsides. The Contractor at his own expense will be responsible for providing the necessary water to achieve a satisfactory cleaning standard. The DDD reserves the right to direct the Contractor to problem areas in the service area. Spot cleaning and gum removal shall also be performed as part of the pressure washing responsibility within the six (6) sub-districts: Canal, Central Business District, BioMedical District, South Market District, Lafayette Square District, and Arts & Museum District (see Exhibit “H”).

The Contractor shall also regularly sanitize and deodorize select high profile areas within the District regularly, which areas shall be designated by the DDD.

C. **Streetcar Shelter Cleaning Services**

The Contractor will provide cleaning of streetcar shelters on an as-needed basis, including but not limited to pressure washing and removal of graffiti/stickers. The cleaning methods and detergents shall not harm, discolor, or damage the shelter structure and/or surrounding fixtures. The proposed description of services does not include maintenance or repair of the shelters or their associated fixtures.

D. **Special Services**

The Contractor shall perform graffiti removal; gum spot removal; weed removal; emergency pressure washing; painting, cleaning and repairing of benches, trash receptacles, and planters; and other miscellaneous duties as assigned by the DDD.

Graffiti including paint, markers, signs, stickers, and flyers shall be removed from the exterior surfaces of public buildings; trash receptacles; street furniture; street signs; utility boxes; light poles; and other public structures in the District. When public property is defaced, the Contractor shall be responsible for seeing that it is removed within 24 hours. The Contractor shall additionally be responsible for removal of graffiti from the ground floor of private property by means of chemical removal or repainting the surface. Removal of graffiti from private property shall be on an as-needed basis upon the Contractor’s receipt of an executed graffiti waiver in the form attached hereto as Exhibit “I”.

The Contractor will also be responsible for maintaining a weekly schedule of gum spot and weed removal; painting; and all other assignments and submitting the same to the DDD with monthly documentation of performance. The Contractor will establish painting schedule for public assets (Wayfinding signage, light poles, hydrants, etc.).

E. **Special Events**

The contractor will be responsible for providing the equipment, personnel, and supplies in order to maintain the DDD standard of cleanliness as described herein during all special events located within the District such as festivals, football games, or other activities and events. Exceptions to this rule include New Year’s, Sugar Bowl, Mardi Gras, Bayou Classic, and Essence Festival. The DDD management team at its sole discretion may authorize overtime or temporary labor for these and other events as it deems necessary to maintain baseline cleaning standards. The Contractor shall provide a cost per man hour as a special event overtime rate. Under no circumstances will overtime be permitted or paid without prior written consent of the DDD.

F. **Technology**

The successful Proposer will equip employees with smartphones capable of reporting and responding to maintenance requests while in the field. Maintenance requests will be generated by employees of the Contractor and all levels of DDD staff via application based software. DDD currently utilizes the District 360 platform, a CRM system used by BIDs to carry out their place management operations. DDD anticipates onboarding the District 360 field app in the coming months. The Contractor will be required to collaborate with the DDD through this software.

G. **Marketing**

Ensuring and communicating the delivery of DDD services is core to its mission. Moreover, the performance of its vendors reflects the performance of the organization itself. To this end, in furtherance of the scope of work outlined in the RFP, the successful Proposer will also be responsible for the following:

DDD Branding – The successful Proposer will ensure that the DDD logo is placed onto all assets utilized to carry of the scope of work (i.e., uniforms, vehicles, etc.). The DDD must approve all placements of its logos and any other branded elements (e.g., truck wraps, uniform colors, etc.).

Sidewalk Pressure Washing – The successful Proposer will place an A-frame sandwich board sign promoting the DDD’s cleaning of the area. The sign will be removed upon completion of the cleaning. Furthermore, the successful Proposer will notify the DDD when a sign needs replacement. DDD shall be responsible for the design and purchase of the A-frame signs.



Published Cleaning Schedule – The successful Proposer will provide DDD with a detailed cleaning schedule that will be used to communicate to stakeholders via the DDD website, social media, etc. The cleaning schedule should be overlaid on a map of the district that is professionally produced and easy for staff and stakeholders to read.

Stakeholder Engagement – The successful Proposer will provide DDD with examples of how it intends to promote the daily results of its work for stakeholders, provide a sample content calendar, and a list of minimum content standards (e.g., X amount of social media posts per week). Please provide current subscriber statistics for each proposed channel (e.g., Facebook = X,000 followers, X% average monthly engagement.).

H. Miscellaneous Maintenance Services

All structures and street furniture, which include but are not limited to fire hydrants; planters; benches; tree grates and guards; and trash receptacles shall be kept clean and free from accumulated dirt, grime, stains, bird droppings and graffiti. The cleaning methods and cleaning agents shall not harm, discolor or corrode the structure and/or damage any surrounding plant-life.

All trash receptacles in the service area shall be washed as part of the monthly sidewalk pressure-washing schedule. Repairs shall be performed as needed. Trash receptacle maintenance includes: replacement of missing or broken doors; replacement of missing or damaged door latches; the relocation of trash receptacles; and anchoring of trash receptacles. The DDD shall be responsible for the cost of supplying trash cans, doors, hinges, bases, and paint for maintaining the trash receptacles.

Contractor will regularly meet with DDD staff to coordinate the promotion of activities associated with the Contract to demonstrate value and positive outcomes to property owners and stakeholders within the District (i.e. website, social media, etc.).

Contractor will participate in regular DDD/French Quarter Management District coordination meetings to optimize the cleaning of the French Quarter within the shared territory.

Contractor will notify DDD staff of available, local employment opportunities associated with fulfilling obligations under the terms of the Contract.

2. Other Miscellaneous Duties

- A. The Contractor shall, during the provision of the outlined services, document and report defective City or public infrastructure including but not limited to: burned out street lights; missing or damaged street lights; defective traffic signals; missing or damaged street signs; missing manhole covers; drain covers; broken and/or leaking fire hydrants; and other miscellaneous items in the public right-of-way requiring attention. All maintenance requests will be reported through the City of New Orleans' MyNOLA 311 Portal, which will be monitored by the DDD through the integration of the District 360 platform.
- B. Should the Contractor encounter any of the above or any similar situations, the Contractor shall notify both the DDD and appropriate utility company and/or public agency.
- C. The Contractor shall maintain a record of public infrastructure maintenance requests, which shall be submitted to the DDD along with all other required monthly reports.
- D. The DDD may from time to time request assistance from the Contractor to provide cleaning and/or other services in support of efforts to program and activate public spaces. Examples include but are not limited to setup and breakdown of tables and chairs, support loading and unloading equipment or supplies during events, and other related tasks as deemed necessary.

3. Hours of Operation & Deployment

The Contractor shall perform sidewalk cleaning services throughout the District twenty-four (24) hours per day, 7 days per week. Manual street sweeping and special services generally occur over the course of two shifts from 5 a.m. to 10 p.m., 7 days per week. Pressure washing shall occur in designated high pedestrian areas generally between the hours of 10 p.m. to 6 a.m., 7 days per week. Additional pressure washing to perform special services or other miscellaneous duties as described herein will be scheduled in consultation with the DDD. Hours of operation or assignments may be adjusted due to seasons, time of year, special events, or by request of DDD management. It is the expectation of the DDD that Canal Street and adjacent priority pedestrian corridors are to be clean and presentable by no later than 7 a.m. daily.

Priority pedestrian corridors for daily 7 a.m. turnover are as follows:

- Canal Street 100 block to 1000 block (including neutral ground)
- Tchoupitoulas Street 100 block
- Decatur Street 100 block
- Magazine Street 100 block
- Chartres Street 100 block
- Camp Street 100 block
- Royal Street 100 block
- Saint Charles Street 100 block
- Bourbon Street 100 block
- Carondelet Street 100 block
- Dauphine Street 100 block
- Baronne Street 100 block
- Burgundy Street 100 block
- Roosevelt Way 100 block

The Contractor's proposal must detail both manpower and equipment allocation, and deployment plans by detailing the following:

1. Total number of proposed full-time and/or part-time employees.
2. Total number of man-hours on a daily and weekly basis, and description of proposed work schedules.
3. Proposed work zones and plan for addressing all requested services within these zones.
4. Proposed job tasks for each worker during all hours of operation.
5. Pay rates and schedule of benefits for all proposed positions and/or job functions.
6. Contractor will provide a weekly task list for supplemental labor services provided by DDD or affiliates.

This plan must include coverage of the entire service area for all services required pursuant to this RFP. The Contractor must provide a sufficient number of employees and man-hours in order to complete the services described herein to the DDD.

It is anticipated that the minimum number of personnel man-hours for the successful performance of the required Scope of Work is 2,000 hours per week including all management, team leaders, and workers.

As part of its proposal submission, the Contractor may suggest changes or recommendations to the hours of operation and services requested, and how personnel and equipment will be deployed throughout the District on a daily basis. The proposal should delineate cost implications associated with the suggested changes.

The DDD reserves the right to change or reallocate schedules and resources to meet the demand for maintaining a clean, litter-free Downtown. The DDD also reserves the right to add services and/or increase the level of personnel to address the future needs of the Downtown, to the extent permitted by law.

4. **Contractor Standards**

A. **Quality of Operation**

The Contractor shall provide the maintenance services required herein in a workmanlike and professional manner; shall conform to professional and industry standards; shall keep all areas in a clean, orderly and safe condition; and satisfactory to the DDD at all times. The Proposer agrees to be bound by all applicable Federal, State, Parish, and Municipal laws, ordinances and regulations to the same extent as if said requirements were expressly written herein.

The Contractor will be responsible for protecting its employees, public and private property, and the general public from any damage or injury caused by any equipment, materials, or any activities performed by the Contractor in fulfillment of its obligations.

In the event that the Contractor is unable to meet the CQI performance standards or Scope of Work required herein to the satisfaction of the DDD, such failure shall be deemed a material breach of the Contract.

The Contractor shall establish an operations center within the service area or close proximity to the service area at a location mutually agreed upon by the Contractor and DDD. In the event the operations center is located outside of the District, the Contractor will be responsible for providing prompt transportation for staff to the service area at its own expense.

B. **Personnel**

All personnel will be hired as employees of the Contractor. Contractor shall pay all salaries, benefits, insurance, taxes, and other expenses relating to its employees. Contractor shall comply with all legal requirements including the Federal Fair Labor Standards Act, Equal Employment Opportunity, and the Americans with Disabilities Act. Furthermore, the Contractor shall ensure due process for employees.

The Contractor will take appropriate measures to protect the life and safety of its personnel during inclement weather with special emphasis on extreme cold and heat weather conditions. Protections include, but are not limited to, the following: rest breaks, beverages, etc.

The services to be provided pursuant to this Contract shall be supervised by a project manager assigned exclusively to the DDD whose responsibility will be to carry out the responsibilities as set forth in the RFP (the “**Project Manager**”). The Project Manager will be responsible for responding to stakeholder complaints regarding all services provided pursuant to this Contract. The Project Manager or a mutually agreed upon representative must be on call 24 hours a day.

The Contractor's employees shall be clean, courteous, qualified, efficient, and neat. The Contractor shall not employ any person or persons to work within the District who uses improper language or acts in a loud or boisterous or otherwise improper or inefficient manner in public. At no point is it permissible for an employee of the Contractor to smoke or vape while in uniform. The Contractor's employees shall only take lunch breaks in DDD preapproved locations. Employees of the Contractor are to remove all DDD branded uniform elements upon completion of their shift and are under no circumstances allowed to or to appear to loiter while in uniform. The Contractor agrees to remove from service any employee whose conduct the DDD determines to be detrimental to the best interests or reputation of the DDD.

All employees shall wear complete uniforms at all times while on shift. Uniforms shall consist of collared shirts, pants, hats, jackets, cold weather gear, and wet weather gear (when necessary). Each uniform shall display the DDD name and logo only and the uniform shall be approved by the DDD. The cost of the uniforms shall be the responsibility of the Contractor.

The Contractor's employees shall not be assigned to provide services for private individuals, businesses, or other organizations while in performance of this Contract.

C. **Training**

The DDD expects that all personnel will be adequately trained in all aspects of the DDD's clean program, the mission and goals of the DDD, the general geography and points of interest of the District, customer service, appropriate employee conduct, etc. Both the initial employee training and ongoing in-service training are key components of the DDD's clean program.

The Proposer shall submit a proposed training program in its response to the RFP. The program should include but is not limited to:

1. Mission and goals of the DDD
2. Downtown geography, street names/locations, and points of interest
3. Customer service
4. Policies regarding personal conduct, attitude, etiquette, and sexual harassment
5. Uniform appearance and maintenance
6. Identifying and immediately reporting public realm service requests to management (i.e., graffiti on public property, large debris, human waste, etc.) via application software
7. Reporting of activities and other items needing attention by other parties
8. Conflict resolution, diversity, and basic public safety training
9. Recruiting criteria and/or drug screening policies

Any changes to the training program subsequent to award of the Contract must be approved in writing by the DDD.

D. **Equipment**

The DDD recommends the following equipment (or its equivalent to be available for use by the Contractor's personnel on a daily basis):

1. Pickup trucks
2. Polaris or Mule type all-terrain vehicles
3. Mechanical litter vacuums
4. Hot Water/Pressure Washing Units with water tanks

5. Mobile pressure washing units, truck or ATV mounted
6. Environmentally safe sidewalk cleaning and graffiti removal chemicals
7. Radios for communication with each employee on shift
8. Trash cans with rollers
9. Pan and broom sets
10. Blowers
11. String Trimmers
12. Rakes

Alternatives to this recommended equipment list and quantities may be made at the discretion of the Proposer as long as the appropriate specifications and product information are submitted to the DDD for approval.

All specified equipment purchased for this Contract shall be used by the Contractor for the performance of this Contract and shall have the DDD name and logo prominently displayed thereon whenever in use for the DDD.

Contractor shall maintain all equipment specified herein in accordance with the manufacturer's specifications and maintenance requirements. To ensure compliance, the DDD staff will conduct monthly equipment inspections, and these inspections will be documented in the monthly staff report.

E. **Integration**

Contractor shall provide geospatial data for mapping of service activity within the District, including the Mayor's Strike Force or other supplemental labor activity (i.e., locations of graffiti removal, pressure washing sites, etc.). The DDD shall have access to the GPS tracking system by Internet website 24 hours a day.

Contractor will establish a link between maintenance request inputs from the DDD Ranger Team to be received and closed out by Contractor.

F. **Supplies**

The Contractor shall bear at its own expense all costs of operating and furnishing these maintenance services and shall pay all costs connected with the fulfillment of this contract. The Contractor will be required to supply and furnish at its sole cost and expense any and all cleaning supplies; brooms, rakes, dust pans, roll carts; disinfectants; paint brushes, rollers & solvents; gum removal solutions; graffiti removal products; paper towels; trash bags; environmentally friendly detergents; and all other supplies that will be necessary for the proper execution of the maintenance services herein specified. All products and supplies used and furnished must conform to the highest industry standards.

The Contractor will be responsible for supplying garbage bags that are sturdy enough to handle the garbage demand. The Contractor must use a minimum 2 mil, black garbage bag, size to be determined. The Contractor will also be responsible for providing garbage carts for litter abatement personnel. Personnel will not be allowed to utilize public trash receptacles as a means of disposing of trash.

G. Cleaning Standards

The contractor shall have in place a comprehensive management program to respond to stakeholder or DDD requests for service or other maintenance issues that affect the overall appearance and cleanliness of Downtown. It is expected that the response to most service needs, including non-maintenance activities, will occur within 24 hours or less.

The contractor will be responsible for maintaining baseline cleaning standards in the event of unforeseen equipment failures or breakdowns. It is required that preventive maintenance be performed on all equipment on a regular basis. The Proposer should account for anticipated equipment maintenance and the effect on day-to-day operations.

Service efficiency requires that maintenance activities are organized with clear and distinct managerial oversight. All equipment should be periodically upgraded in keeping with current industry standards and usage.



The City of New Orleans Sanitation codes require that property owners and businesses place their trash out in a proper container and within a specific timeframe. Unfortunately, there are instances of refuse bags placed in the public realm on operating sidewalks. Given its mission to ensure the vitality of the district, DDD must swiftly respond to remove this blight. To this end, the successful Proposer will maintain equipment to remove this illegally dumped debris. The Proposer may subcontract with a waste removal or sanitation provider. An example of the typical illegal dumping is represented in the picture to the left.

Additionally, in this scenario, DDD expects that the successful Proposer appropriately sanitize the location immediately following the removal of debris/refuse.

H. Climate Action & Resiliency

DDD joins the City of New Orleans in this effort to combat climate change and adverse environmental impacts in the community. To this end, proposers are required to specify their green business practices through the administration of Sidewalk Cleaning and Maintenance Services.

The City of New Orleans has developed a series of plans and strategies to address climate change and resiliency. Proposers are strongly advised to refer to these plans in developing their RFP submission. Several of these publicly available reports include the following:

- [Resilient New Orleans Strategy](#)
- [Climate Action for a Resilient Orleans](#)
- [Taking Steps Together on Equity & Climate Change: A Report for and by New Orleanians](#)

DDD remains steadfast in its desire for a sanitized and fragranced public realm. However, in evaluating the proposals, DDD will consider the following elements, including but not limited to the following:

1. Use of [green cleaning products](#) endorsed by the Environmental Protection Agency (EPA) outdoor cleaning at base of operations
2. Use of hybrid/electric vehicles
3. Use of eco-friendly drycleaning for employee uniforms

4. Use of green auto repair shop
 - a. Oils & solvents - Green practices include purchasing in bulk, proper recycling and disposal and choosing sprays over aerosols when possible
5. General green business practices (bulk, recycling paper, plastic and glass, reducing paperwork, purchasing recycled paper and eco-friendly cleaning products, installing energy-efficient lighting^a and monitoring water usage

Proposers are asked to articulate additional eco-friendly practices that they intend to utilize in fulfilling Scope of Work outlined in this RFP.

I. **Safety Regulations**

The Contractor shall establish and publish detailed policies and procedures and provide an employee handbook for all employees working on behalf of DDD. The Contractor shall comply with the Occupational Safety and Health Act of 1970 (as amended) as well as all other applicable Federal and State safety regulations.

The Contractor shall provide temporary barricades or safety cones when necessary to fulfill its cleaning obligations while protecting the safety and welfare of pedestrians, bicyclists, or vehicles. Employees of the contractor shall abide by all traffic and vehicle safety laws while operating work vehicles. Seatbelts are required to be worn at all times during vehicle operation. The Contractor shall provide ongoing vehicular safety training to all employees.

J. **Fines and Penalties**

The DDD reserves the right to levy fines against the Contractor when it has been determined that the Contractor is not meeting the necessary work requirements. The chart below depicts areas where fines will be levied.

| Work Activity | Grace Period | Comments |
|-------------------------------|---------------------|-----------------------------------|
| Equipment (deficiencies) | 72 hours | \$500 per day after grace period |
| Personnel shortages | 2 hours | \$50 per hour after grace period |
| Communication Deficiencies | 48 hours | \$250 per hour after grace period |
| Personnel Dress Code concerns | 2 hours | \$50 per hour after grace period |

If additional time is required, a written request must be submitted to the DDD prior to the end of the grace period for approval.

K. **Proposal Pricing**

Proposer will submit a price proposal based on the Scope of Work outlined in this RFP for a two-year term. Additionally, Proposer is asked to submit a price for each subsequent annual term.

^a EnergySmart program administered by Entergy
RFP #2023-50-08 – Sidewalk Cleaning & Public Space Maintenance Services

Exhibit “C”

Intentionally Omitted

Exhibit “D”

REPORTING REQUIREMENTS

The Contractor shall provide a monthly activity report which shall be submitted to the DDD 10 days prior to the first Tuesday of each month.

The monthly activity report shall include, but not be limited to the following information: A general description of work performed in the prior month including pictures; the number of linear block faces pressure washed and associated man hours; a monthly log of special request from the DDD or outside stakeholders including outcome or current status; number of graffiti marks removed; number of trash receptacles cleaned; number of gum spots removed; incidents of vandalism or damage to public property; description of any special projects; and other performance metrics as determined by the DDD.

The monthly report shall also include a work plan to adequately address program goals.

DDD reserves the right to add, delete, or modify the data collected in order to adequately monitor performance of the Contractor.

Contractor will participate in regular DDD/French Quarter Management District coordination meetings to optimize the cleaning of the French Quarter within the shared territory.

The Contractor will submit quarterly staff retention and recruitment reports to DDD management for review with the Board of Commissioners to ensure compliance and commitment to “Second Chance” hiring.

The Contractor shall also provide an annual report with an established work plan and goals for the upcoming calendar year and quarterly reports including updates of the annual work plan and goals.

To ensure transparency in the professional services evaluation process during the term the Contract, DDD shall perform the following:

1. DDD staff to provide the contractor with a monthly performance report.
2. DDD staff will present the board with a quarterly performance report, offering a comprehensive evaluation of the contractor's performance during that period.
3. At the end of the year, the DDD staff will submit an annual report to the board. This report will assess the contractor's achievement of performance goals throughout the year.

The minimum requirements of these reports may be modified as needed by mutual written consent of both parties.

The Contractor's invoices will not be honored unless all of the information regarding the monthly work activities, maintenance records and required reports have been received and approved by the DDD.

Exhibit “E”

LIVING WAGE

- A. **Definitions.** Unless otherwise expressly provided in the Contract, 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, Contractor agrees to abide by City Code Section 70-801, et seq. (the “**Living Wage Ordinance**”), 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. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:
1. \$15.00 per hour for any work performed on or before December 31, 2023; and
 2. \$15.00 per hour plus any adjustment for any work performed during calendar year 2024 or thereafter.
- D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

Exhibit “F”

CONTRACT DOCUMENTS

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

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

Exhibit “G”

CONTINUOUS QUALITY IMPROVEMENT PROGRAM

CQI Program Introduction & Instructions

The goal of the DDD’s Continuous Quality Improvement (CQI) program is to improve the actual and perceived cleanliness of downtown by evaluating the performance of the Contractor. These evaluations allow us the opportunity to establish specific goals for improvement and to develop a work plan that results in improved performance by the Contractor. The five focus areas for measuring overall cleanliness include: litter, instances of graffiti, instances of weeds, sidewalk surface stains, and cleanliness of public trash cans.

The CQI program establishes a process for evaluating the 160 blocks that define the DDD. Please note a linear block includes both sides of the street. Each week, the Director of Operations will randomly select 10 linear blocks for inspection. By inspecting on a weekly basis, the DDD will be able to effectively track the improved cleanliness of downtown based on the above-mentioned criteria. The data is entered into a spreadsheet monthly to be evaluated for effectiveness.

The information is reviewed with the Contractor on a monthly basis and an action plan is created to improve cleanliness. The monthly results and action plan are forwarded to the CEO for review.

The information allows the Contractor to focus resources more effectively and set priorities for maintaining the expected level of cleanliness downtown.

| | | | | | | | | |
|----------|--|---------------|----------|--------|-----------------|-------|------|-----|
| DATE: | Week of September 1, 2023 | | | | | | | |
| District | BLOCK | Can condition | Graffiti | Litter | Sidewalk Stains | Weeds | TIME | DAY |
| 1 | St Joseph at Constance to St Joseph at Magazine | | | | | | | |
| 1 | Girod at Convention Center to Girod at Fulton | | | | | | | |
| 1 | Lafayette at Commerce to Lafayette at Tchoupitoulas | | | | | | | |
| 3 | Tchoupitoulas at Natchez to Tchoupitoulas at Poydras | | | | | | | |
| 3 | Gravier at Tchoupitoulas st to Gravier at Magazine | | | | | | | |
| 3 | St. Charles at Union to St Charles at Perdido | | | | | | | |
| 4 | Perdido at Clara St to Perdido at S Claiborne | | | | | | | |
| 4 | La Salle at Canal to La Salle at Cleveland | | | | | | | |
| 5 | Canal at Bienville St Wharf to Canal at Wells | | | | | | | |
| 5 | Canal at Royal to Canal at Bourbon | | | | | | | |
| | 3.51 - 5 study area exemplifies the DDD standard of cleanliness | | | | | | | |
| | 2.51 - 3.5 study area is passable but requires improvement to reach DDD standard of cleanliness | | | | | | | |
| | 1 - 2.5 study area does not meet the DDD standard of cleanliness and requires immediate attention | | | | | | | |

Exhibit “H”

DDD Boundary Map & District Map



Exhibit “I”

Graffiti Removal Waiver



Graffiti Removal Authorization and Waiver

The Downtown Development District of the City of New Orleans (DDD) in cooperation with its contractor, provides a graffiti removal program for property owners within the boundaries of the DDD. DDD personnel can remove or cover graffiti from the first floor of buildings or other structures whenever the graffiti is visible from a public right of way. The DDD will work to timely remove the graffiti once written permission from the property owner is received (subject to weather conditions, staffing levels, and availability of funds). If you would like to receive this service, please complete the consent form below:

I am the owner of the property located the following street address: _____

I hereby grant permission to the DDD and its personnel to remove graffiti from structures at the address above using the method specified below (initial appropriate line):

_____ Paint over graffiti **with white or gray paint**

_____ Pressure wash graffiti with specified chemicals

If an alternate removal method is required, please refer to our Façade Improvement Grant Program. More information can be found at <https://downtownnola.com/business/grants-assistance/>

By my signature below, to the fullest extent permitted by law, I hereby disclaim all warranties of any kind, whether express or implied, statutory or otherwise, that may arise out my participation in the DDD's graffiti removal program. I hereby waive any claims against the DDD or its contractor(s) that may result from or arise out of my participation in the DDD's graffiti removal program, including but not limited to any claims for injury to persons or damage to property resulting from actions or omissions of the DDD, DDD staff, and any contractors performing the work.

| |
|-----------------------------------|
| Signature: _____ |
| Printed Name: _____ |
| Phone: _____ Email Address: _____ |

201 ST. CHARLES AVE., STE. 3912
NEW ORLEANS, LA 70170
T 504-561-8927 U DOWNTOWNNOLA.COM

4221820v.2

Attachment 1

PROPOSER'S GUARANTEES

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

Signature of Official: _____

Name (print or type): _____

Title: _____

Firm: _____

Date: _____

LIST OF PRINCIPALS

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

1. _____

2. _____

3. _____

4. _____

5. _____

Proposer: _____

Signature: _____

Name: _____

(Print or Type)

Address: _____

City/State/Zip: _____

Area Code & Phone: _____

Attachment 2

PROPOSER’S WARRANTIES

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

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

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

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

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

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

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

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

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

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

Attachment 3

NON-COLLUSION STATEMENT

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

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

Attachment 4 (continued)

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

| NAME | ADDRESS |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Partnership Only:

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

| NAME | ADDRESS |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| NAME | ADDRESS |
|-------|---------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Corporation Only:

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

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

Attachment 4 (continued)

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

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

Name of Individual, Partnership or Corporation

By: _____

Title: _____

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

NOTARY PUBLIC

Attachment 5

QUALIFICATION FORM

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

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

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

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

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

Name of Business: _____

Business Address: _____

Telephone Number: _____

Local Business Address: _____

Local Telephone Number: _____

License Types and Numbers: _____

If an Individual:

Start Date of Business: _____

If a Corporation:

Date of Incorporation: _____ In what State: _____

If a Partnership

Date of Organization: _____

General or Limited Partnership: _____

Contract Recorded: _____

County or Parish, State and Date

Attachment 5 (continued)

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

a) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

b) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

c) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

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

1) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Attachment 5 (continued)

2) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

3) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

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

1) The total number of firms for whom the Proposer is presently similar or same services as provided in Exhibit "A": _____.

2) The total number of workers presently employed by the Proposer:

_____ full time, and _____ part time

3) Have any of the jobs or Contracts of the Proposer been cancelled within the last two (2) years:

_____ yes _____ no

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

4) Banking References:

a) Bank Name: _____

Bank Address: _____

Account Name: _____

Type of Account: _____

Length of Relationship: _____

Attachment 5 (continued)

b) Bank Name: _____

Bank Address: _____

Account Name: _____

Type of Account: _____

Length of Relationship: _____

c) Bank Name: _____

Bank Address: _____

Account Name: _____

Type of Account: _____

Length of Relationship: _____

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

Attachment 5 (continued)

BALANCE SHEET

Date: As of _____

Name: _____

ASSETS

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

Attachment 5 (continued)

LIABILITIES

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

Attachment 5 (continued)

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

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

Signed by: _____

Title: _____

Date: _____

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

NOTARY PUBLIC

(Seal)

My commission expires _____.

Attachment 6

PROPOSAL FORM

To: Downtown Development District

- a. The Proposer hereby offers to enter into a Contract for the provision of Sidewalk Cleaning and other Maintenance services under the terms and conditions set forth in this Request for Proposals.

- b. The Proposer agrees to furnish the services, personnel and supplies required by this Request for Proposals for:

The Monthly Base Price of \$ _____.

This equates to a Total Annual Price of \$ _____.

- c. The Proposer agrees to provide overtime or special event services above and beyond the mutually agreed on contract price for a rate of \$ _____ per man hour. It is further agreed that temporary labor used in the fulfillment of this portion of the contract shall be billed at actual cost incurred – i.e. no markup will be allowed.

- d. The Proposer further agrees that the DDD has the right, at any time, to reduce or increase the level of service in specific portions of the District, and/or if such reductions are actually made, to reinstate or add back at a later date any areas or levels of service that it may desire. When such reductions, increases or reinstatements are made, the monthly price of the Contract shall then be adjusted for the specific types of service so reduced, increased or reinstated.

- e. As part of this Proposal, the Proposer submits herewith and attaches hereto the following:
 1. Attachment “1” - Proposer’s Guarantee
 2. Attachment “2” - Proposer’s Warranty
 3. Attachment “3” - Non-Collusion Statement
 4. Attachment “4” - Proposer’s Affidavit
 5. Attachment “5” - Qualification Form
 6. Attachment “6” - Proposal Form
 7. Attachment “7” - Statement of DBE Compliance

- f. The Proposer Certifies that it has completed any and all necessary inspections for which this proposal is submitted and is bound by this proposal for a period of one hundred twenty (120) days from the deadline date stated herein.

PROPOSER: _____

BY: _____

TITLE: _____

DATE: _____

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

ATTACHMENT 7

STATEMENT OF DBE COMPLIANCE

DBE FORM 1

SCHEDULE OF DBE PARTICIPATION

**DOWNTOWN DEVELOPMENT DISTRICT
SIDEWALK CLEANING AND PUBLIC SPACE MAINTENANCES SERVICES**

Name of Proposer: _____

Total Proposal Amount: \$ _____

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

TOTAL VALUE OF DBE PARTICIPATION \$ _____

DBE PARTICIPATION AS A PERCENTAGE OF TOTAL BID _____ %

DBE FORM 2

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

STATE OF _____

COUNTY/PARISH OF _____

I _____, hereby declare and affirm that I am the
Name

_____ and the duly authorized representative of
(Owner, President, Venturer, Partner, etc.)

_____, whose address is _____.
Firm Name

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

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

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

_____.

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

Date

Affiant

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, _____, before me, affiant appeared and acknowledged that he/she executed the foregoing affidavit in the capacity therein stated and for the purpose therein contained.

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

NOTARY PUBLIC

My commission expires _____.

(Seal)

DBE FORM 3

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

TO: _____
Name of Prime Contractor/Consultant/Vendor

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

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

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

at the following price \$ _____.

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

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

_____ Date _____ DBE SUBCONTRACTOR

By: _____ Signature _____ Title

_____ Subcontractor's Address, City, State, Zip _____ Phone No.

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

NOTARY PUBLIC

My commission expires _____ (Seal)

DBE FORM 4

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

I, _____, _____
Name Title

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

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

ITEMS OF WORK

| Date of Request | DBE | Name of Subcontractor | Items of Work Sought |
|-----------------|-----|-----------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

The following Subcontractors did not respond.

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

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

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

GOODS AND/OR SERVICES SOUGHT

| Date of Request | DBE | Name of Vendor/ Consultant or Service Provider | Type of Goods/ Services Sought |
|-----------------|-----|--|-----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

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

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

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

Date

Signature

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

NOTARY PUBLIC

(Seal)

My commission expires _____.

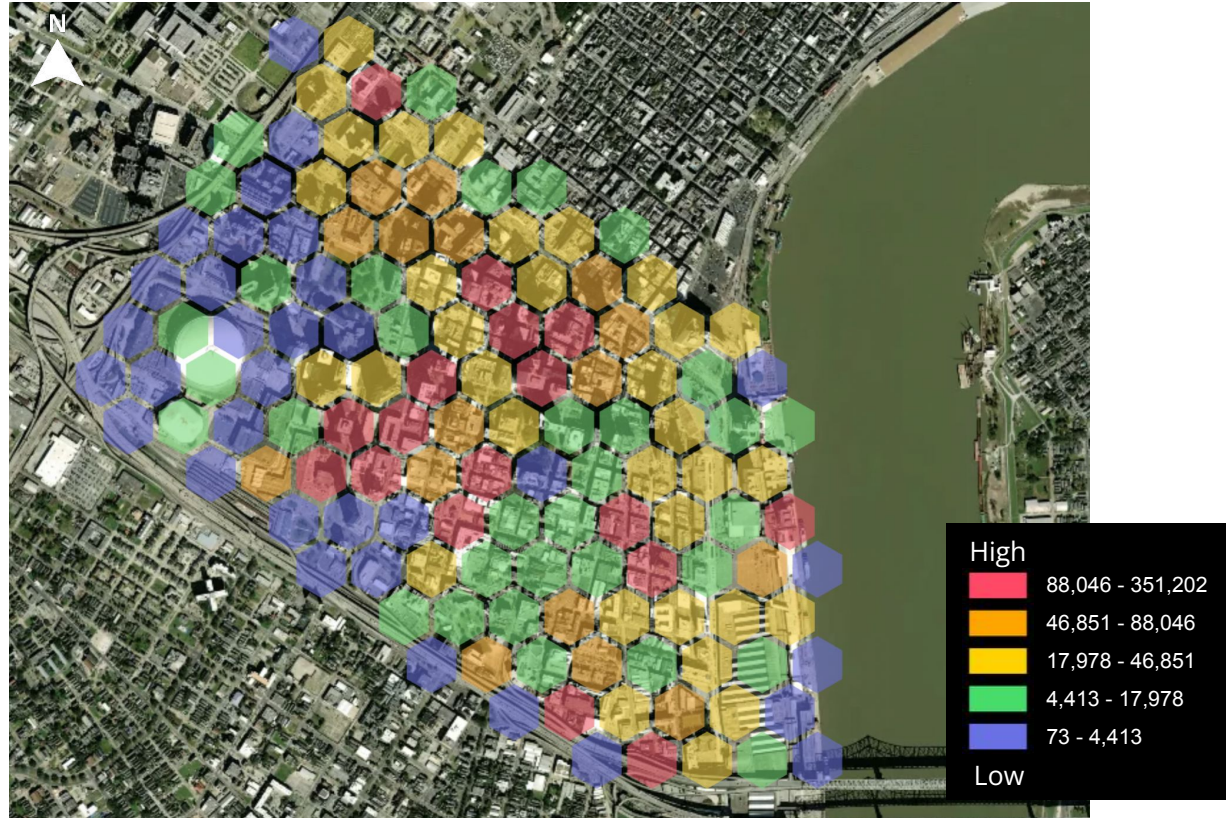
Attachments “8”-“17”

District Heat Maps

Downtown Development District - New Orleans, LA Attachment 9



Hexagon heatmap based on foot-traffic



Data Time Period: 2022

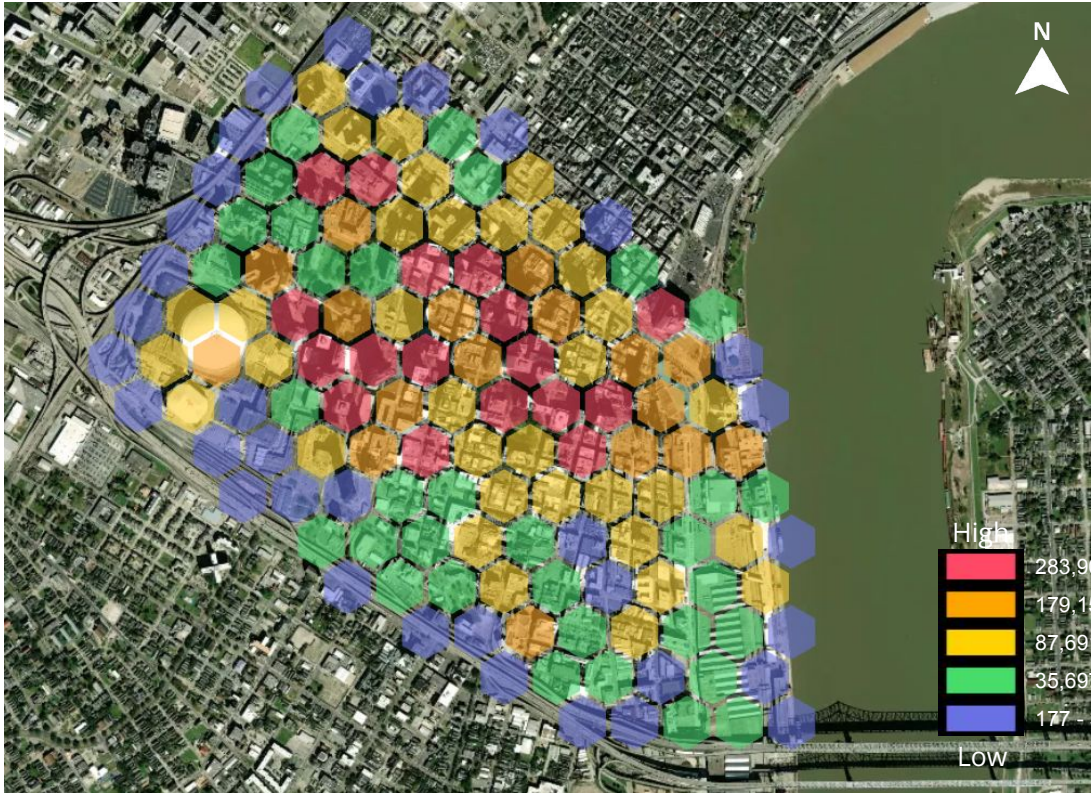
Audience: Residents

Delivery Date: May 4th, 2023

Downtown Development District - New Orleans, LA Attachment 10



Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Employees

Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA Attachment 11

Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Visitors

Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA Attachment 12

Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Visitors, Employees, Residents

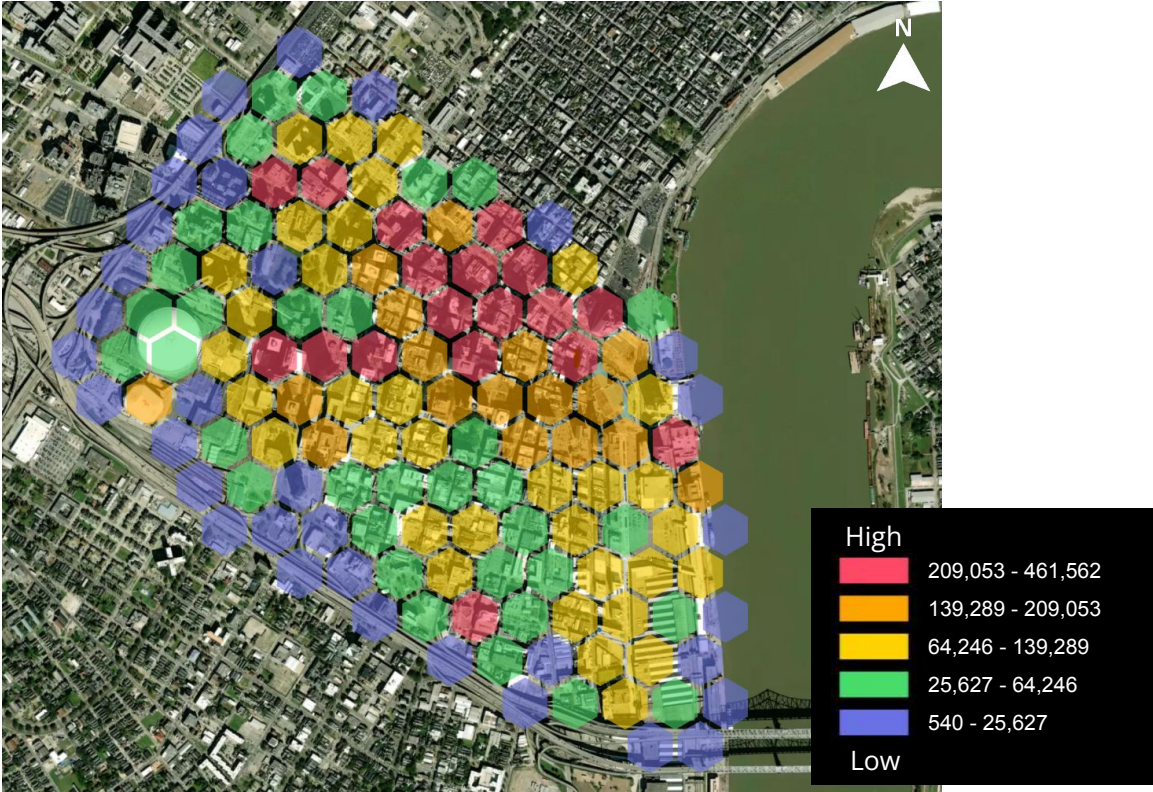
Days: Monday

Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA Attachment 13



Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

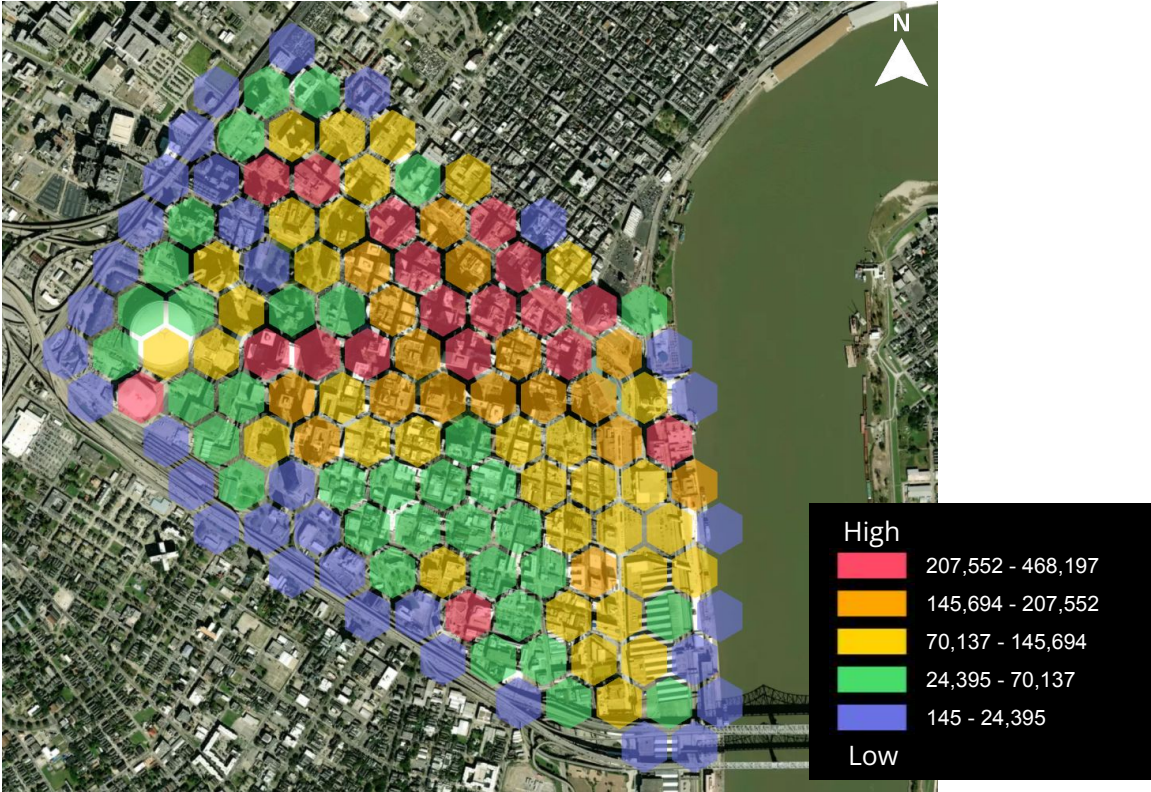
Audience: Visitors, Employees, Residents

Days: Tuesday

Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA Attachment 14

Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Visitors, Employees, Residents

Days: Wednesday

Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA Attachment 15



Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Visitors, Employees, Residents

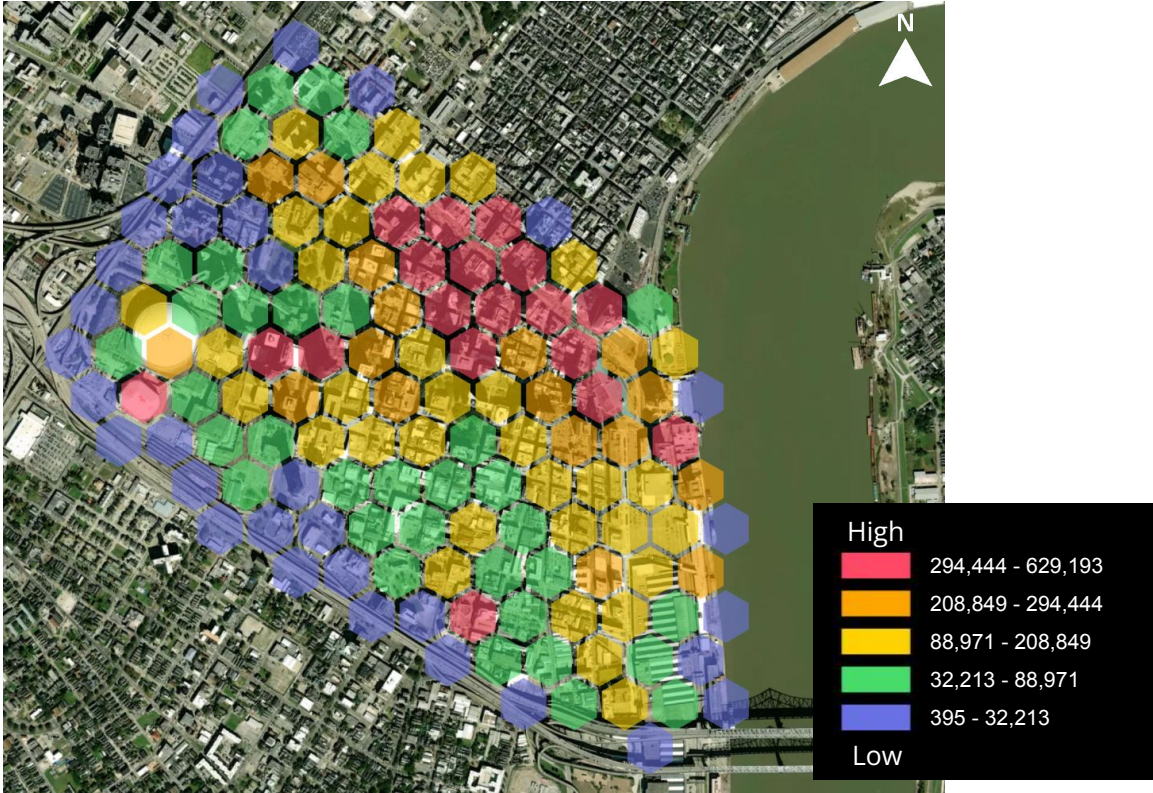
Days: Thursday

Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA Attachment 16



Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Visitors, Employees, Residents

Days: Friday

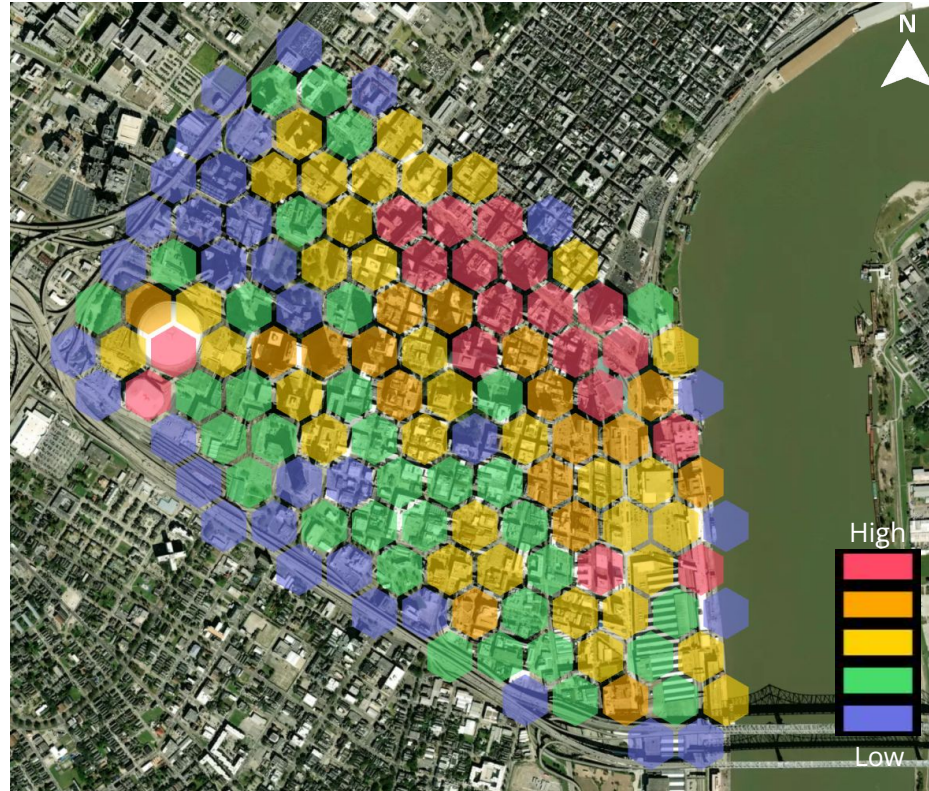
Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA

Attachment 17



Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Visitors, Employees, Residents

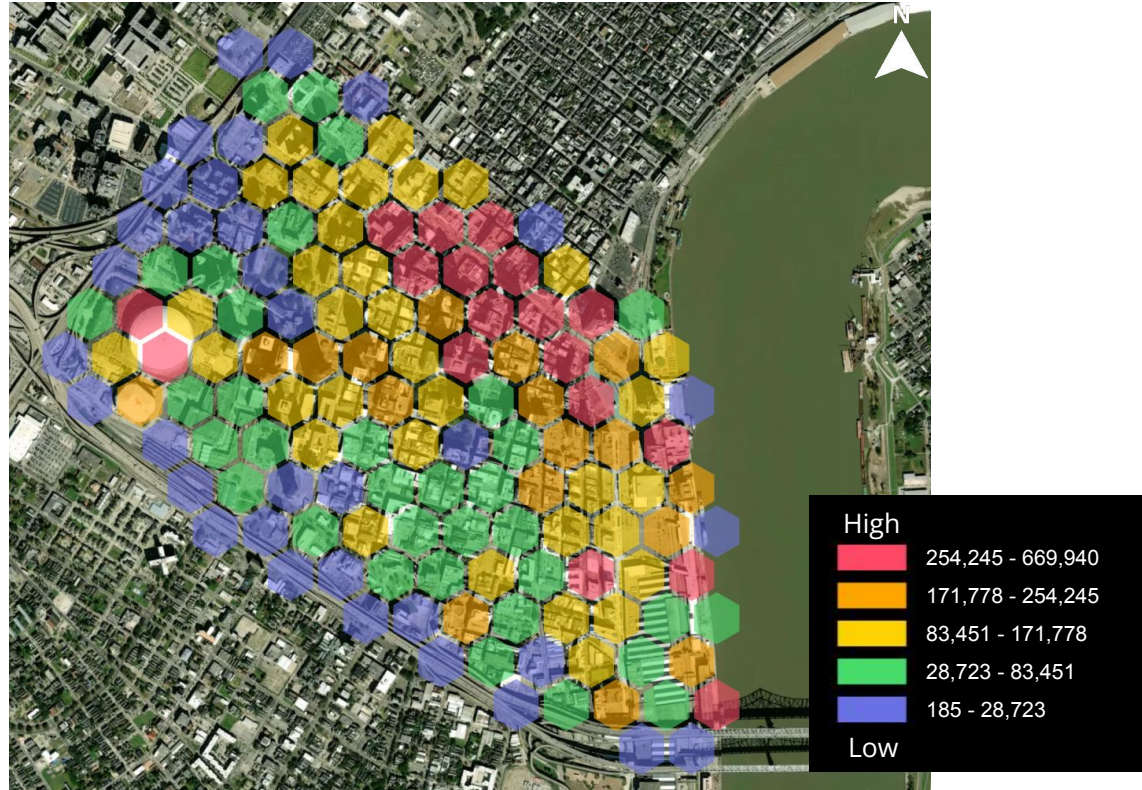
Days: Saturday

Delivery Date: May 3rd, 2023

Downtown Development District - New Orleans, LA Attachment 18



Hexagon heatmap based on foot-traffic



Data Time Period: Jan 1st - Dec 31st, 2022

Audience: Visitors, Employees, Residents

Days: Sunday

Delivery Date: May 3rd, 2023