

Request for Proposals

DOWNTOWN DEVELOPMENT DISTRICT OF THE CITY OF NEW ORLEANS

LANDSCAPE MAINTENANCE SERVICES RFP #2024-50-01



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

PUBLIC NOTICE

REQUEST FOR PROPOSALS

Downtown Development District
of the City of New Orleans

LANDSCAPE MAINTENANCE SERVICES
RFP #2024-50-01

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

Notice is hereby given that a Request for Proposals for Landscape 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 Wednesday, July 17, 2024 at 3:00 pm, Central Time.

For more information send name, address and email address to Mark Castillon, Chief of Public Safety and Field Operations at mcastillon@downtownnola.com.

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

Davon Barbour
President & CEO

REQUEST FOR PROPOSALS
DOWNTOWN DEVELOPMENT DISTRICT
OF THE CITY OF NEW ORLEANS
LANDSCAPE MAINTENANCE SERVICES
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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). Should a Proposer fail to furnish a complete proposal, as determined by the DDD, the proposal may be rejected. Additionally, should a Proposer take exception to the requirements or specifications as provided herein, without prior DDD approval, the Proposer’s proposal shall be rejected. An original and two copies of proposals shall be delivered or mailed to: Downtown Development District, Attn: RFP # 2024-50-01, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana, 70170. Proposals not received in the office at the address indicated above, and by the time and date for receipt of proposals set forth herein, shall be returned to Proposer unopened.

II. GENERAL INSTRUCTIONS

1. DEFINITIONS

A. "RFP" shall refer to the entire set of documents associated with this Request for Proposals, as well as any attachments hereto.

B. "DDD" shall refer to the entity known as the Downtown Development District, and DDD approval shall be understood to mean authorization of the Downtown Development District Board of Commissioners or its duly authorized representative.

C. "District" shall refer to the area known as the Downtown Development District which is bound by the Mississippi River, the Pontchartrain Expressway, Claiborne Avenue, and Iberville Street.

D. "Contract" shall refer to the Contract for the services set forth herein as executed between the Proposer and the DDD pursuant to the RFP and the Contractor's proposal, and any other documents attached hereto and made part hereof.

E. "Contractor" shall refer to the Proposer selected by the DDD to provide the services set forth herein.

F. "Change Order" shall refer to any written modification of the Contract signed by the DDD and the contractor.

G. "Total Hourly Price" shall refer to the amount stated in the Proposal Form as the Hourly Price.

2. PROPOSALS

Proposals will be received at the office of the DDD, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, Wednesday, July 10, 2019 at 2:00 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 part hereof as Attachment "1".

5. WARRANTY REQUIRED

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

6. INSURANCE CERTIFICATES

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

7. NON-COLLUSION STATEMENT

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

8. AFFIDAVIT

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

9. QUALIFICATION FORM

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

10. PROPOSAL FORM

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

11. RESPONSIBILITY TO EXAMINE PROPOSAL

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

12. 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 he be in doubt as to any meaning therein, the Proposer shall at once notify the DDD in writing. Upon submission of the aforesaid notice to the DDD, the DDD will send written instructions to all Proposers. Any such notice from a potential Proposer must be received by the DDD within five (5) days from the 1st day that this RFP is advertised. The DDD will not be responsible for any oral instructions.

14. ADDENDA

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

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 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, 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, with the City of New Orleans and its various departments.

19. QUALIFICATIONS FOR AWARD

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

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.

IV. SCOPE OF WORK

1. **General Scope of Work.** The DDD requests that the Proposer act as an Independent Contractor (“Contractor”) to perform the services set forth in Exhibit B, attached hereto and made part hereof.
2. **Price.** The price estimate for the work outlined in this Section III, is itemized and described in Exhibit “B”, attached hereto and made part hereof. (insert pricing estimate in Exhibit B)
3. **Quality of Work.** The Contractor shall provide the services required herein in a workmanlike and professional manner, shall conform to professional and industry standards, and if applicable, shall keep all areas in a clean, orderly and safe condition, and satisfactory to the DDD at all times. The Contractor agrees to be bound by all applicable Federal, State, Parish and Municipal laws, ordinances and regulations to the same extent as if said requirements were expressly written herein.
4. **Personnel.** The Contractor must provide a plan detailing the number of workers, man-hours, 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.
5. **Equipment.** The DDD recommends the use of the equipment (or its equivalent) as described in Exhibit “C”, 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 all cost of operating business and furnishing any maintenance services and shall pay costs connected with the fulfilling of this Contract. The Contractor will be required to supply and furnish at its sole cost any and all supplies to be used in the furtherance of properly executing any maintenance services provided herein.
7. **Safety Regulations.** The Contractor shall comply with the occupational safety and Health Act of 1970 (as amended) as well as other applicable Federal and State safety regulations.

8. Reporting Requirements. The Contractor shall provide reports at a time specified by the DDD, as provided in Exhibit “D”, attached hereto and made part hereof. These reports shall include the information requested by the DDD as set forth in Exhibit “D”.

9. Deliverables. The Contractor shall provide the DDD with deliverables as specified in, and in accordance with the schedule set forth in Exhibit “E”, attached hereto and made part hereof.

IV. CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

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

2. CONTRACT TERM

The Contract term shall commence upon execution and terminate one year later.

The DDD shall have four (4), one-year renewal options upon sixty (60) days written notice to Contractor.

3. CANCELLATION/TERMINATION OF CONTRACT

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

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

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

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

4. INSURANCE AND INDEMNITY

Contractor agrees to indemnify and save harmless the DDD, and the City of New Orleans from all fines, suits, claims, demands, actions or judgments of any kind and nature accruing against Proposer or the DDD and the City of New Orleans for loss of life, injury or damage to persons or property, or misappropriation or infringement of copyright or other intellectual property growing out of, resulting from, or by reason of any act or omission connected in any way with the operations of Contractor, its

agents, servants or employees while engaged in or about or in connection with the discharge of performance of services under this Agreement. Contractor assumes all the risk in the operation of its business in connection with the performance of the services called for under this Agreement, and shall be solely responsible and answerable in damages for any and all accidents, injuries or other harms to persons or property that arise as a result of its performance of the services called for under this Agreement.

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

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

- A. General Liability
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 Aggregate
 - c. Additional Insured and Waiver of Subrogation in favor of the DDD and the City of New Orleans. Documentation must be supplied to DDD.
- B. Professional liability coverage in the amount of \$1,000,000;
- C. Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000;

- D. Workers' Compensation coverage in the following amounts:
 - a. \$100,000 for each accident
 - b. \$100,000 for employee disease
 - c. \$500,000 for each policy limit disease
- E. Insurance Company Rating
Insurance carriers must have A.M. Best rating of at least A VII.
Documentation must be supplied to DDD.
- F. Contractor shall provide the DDD and the City of New Orleans with certificate(s) of insurance evidencing the aforesaid coverage.

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

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

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

5. ASSIGNMENT OF CONTRACTS

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

6. PAYMENTS FOR SERVICES

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

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

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

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

7. TAXES

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

8. NON-WAIVER

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

9. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

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

To Contractor:

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

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

10. ATTORNEY'S FEES

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

12. CONFLICT OF INTEREST

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

13. STATUS OF CONTRACTOR AND ITS EMPLOYEES

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

14. APPLICABLE LAW

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

15. AUDIT AND INSPECTION OF RECORDS

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

pending matters are closed.

16. CONFIDENTIALITY

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

17. DAMAGE OR DESTRUCTION OF AREAS

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

18. BROKERAGE FEE

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

19. DRUG/ALCOHOL POLICY

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

V. DBE COMPLIANCE REQUIREMENTS & NEW PATHS PROGRAM

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.

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 Landscape Maintenance Services 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” - Equipment
- Exhibit “D” - Reporting Requirements
- Exhibit “E” - Deliverables – Not Applicable
- Exhibit “F” - Contract Documents
- Exhibit “G” - DDD Map & Boundaries

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

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

Exhibit “A”

QUALIFICATIONS FOR AWARD

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

| | |
|--|-----|
| Background/Experience. (Does the proposer have at least 3 years of relevant prior work experience in the scope of this proposal?) | 20% |
| Quality of Service/References (As determined by references of clients and/or demonstrated evidence that the proposer is capable of fulfilling the requirements set forth in the scope of services). | 15% |
| Facilities, Equipment, and Workforce. (Availability of employee staffing and equipment to adequately perform services). | 15% |
| Cost (Is the overall cost of work performed consistent with the proposed level of service delivery?) | 20% |
| DBE Participation. (Based on the percentage of DBE participation or demonstrated effort to meet program requirements.) | 15% |
| New Paths Program Participation | 15% |

Exhibit “B”

REQUIRED SERVICES/SCOPE OF WORK

SECTION I

1. AREAS OF MAINTENANCE

DDD seeks to achieve a lush, exquisitely manicured flora to contribute to the physical attractiveness of the district. The area of maintenance covered under these specifications shall include but are not limited to all of the DDD Gateway Enhancements, St. Mary’s Park, Canal St. median and other specific neutral ground enhancements, , Molly Marine Plaza, and several miscellaneous planters. The DDD or its authorized representatives shall determine the exact location of land to be maintained subject to the above guidelines.

A. Neutral Ground Enhancements

The neutral ground areas covered include the following:

- Canal St from Claiborne Ave to River
- St. Mary’s Park (200 & 300 blocks of N. & S. Diamond Street)
- 900 block of Tchoupitoulas Street
- 900 Block of Howard Avenue
- 1000 block of Oretha Castle Haley Boulevard (Dryades Street)
- O’Keefe Exit Ramp Triangle (O’Keefe @ Howard)
- 1000 & 1100 blocks of Girod Street
- 1100, 1200, 1300, 1400, 1500, 1600 blocks of Tulane Avenue

At each neutral ground area, all landscaping, flowerbeds, trees (under 12 ft), irrigation, mulch beds, street curb adjacent to the neutral ground and turf areas will be included.

B. Molly Marine Plaza

The plaza includes all landscaped areas, sidewalks (within the Plaza only) flowerbeds, irrigation, ironwork, flagpoles & accent lighting surrounding the statue of Molly Marine at the intersection of Elks Place and Canal Street.

C. DDD Gateway Enhancements

The gateways are located at:

- St. Charles Avenue at Calliope Street;
- Camp Street at Calliope Street;
- Oretha Castle Haley at Calliope Street
- Loyola Avenue at Calliope Street (neutral ground)
- Poydras Street at S. Claiborne Avenue (neutral ground)
- Basin Street at Iberville Street

At each gateway, all flowerbeds, landscaping, trees, irrigation, and concrete edging will be included.

D. DDD Planters

The planters are located along Convention Center Boulevard (between Poydras St. and Julia St.); Poydras St (between Carondelet & Baronne) and the entrances to Duncan Plaza. All landscaping within the planters will be included.

It is strongly recommended that all potential Proposers visit all of the landscape areas maintained by the DDD prior to submitting a proposal to fully understand the high expectations that DDD and its constituents have with respect to the services rendered through this RFP that complement efforts to attract new residents, private investment, and visitors.

1. GRASS MOWING

All turf must be mowed weekly, to a height of no less than 1 ½ inches during the period of March 1 through November 30 of each year. Between December 1 and February 28 of each year, the grass shall be mowed as needed, but its height shall at no times-exceed three inches. All sidewalk and street curbs shall be edged at the time of mowing. Grass clippings shall be removed and swept from sidewalk, street curbs, and turf areas mowed. It is the responsibility of the Contractor to dispose of the trimmings and any debris/litter present prior to grass mowing.

Turf areas shall be fertilized with an all-purpose turf fertilizer (approved by the DDD or its authorized representative) no less than two times a year. Fire ants shall be controlled as needed through the use of an appropriate pesticide (approved by the DDD or its authorized representative). All weeds and/or grass growing in and along street curbs, sidewalks expansion joints, and roadways adjacent to specified turf areas shall be controlled with weed killer (approved by the DDD or its authorized representative) and removed as needed. 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 Landscape 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](#)

A monthly mowing schedule, including alternate days, must be submitted to the DDD each year at contract renewal. Any and all changes to the mowing schedule

must be submitted to the DDD or its authorized representative for approval. The turf areas are:

- 200 & 300 blocks of North and South Diamond Street
- O’Keefe Gateway-4 ft wide area around the planting bed as needed
- Camp St. Gateway-4 ft wide area around the planting bed as needed
- Basin St. Gateway – 4 ft wide area around planting bed as needed

2. MULCH

All mulched and planted areas must be covered with a layer of organic mulch up to a height of no less than 2 inches. Mulch must be maintained year-round and at no time should the soil, plant roots or weed block fabricate be exposed. Mulched and planted areas must be kept free of debris and weeds. All weeds and/or grass growing in and around, mulched and planted areas shall be controlled by hand weeding and/or with herbicides (approved by the DDD or its authorized representative and Parks and Parkway),

- Pine straw mulch or an approved equivalent is to be used on all Neutral Ground Enhancements, landscape beds at , Molly Marine Plaza, and DDD Gateway Enhancements.

Recommended changes to the variety of mulch must be approved by the DDD prior to installation.

3. WATERING

All landscaping and grass areas are to receive at least one inch of water per week or more often as necessary to ensure continued growth of the plants. Landscape beds with blooming color should receive at least 1” of water three times per week by hand/truck between April 1 and September 30th. The Proposer will be required to have the equipment necessary to perform the required watering. Hand- irrigation may be skipped for any weekly period in which the minimum required amount of water is recorded at WDSU News Channel 6 (846 Howard Ave, New Orleans). The contractor shall notify in writing DDD prior to watering for post DDD field verification.

The cost to install, maintain, and repair any irrigation systems shall not be considered in the monthly maintenance program and will be considered as an additional cost. The DDD maintained landscape maintenance areas have no operational irrigation at this time. The contractor shall submit a written quote for repairs for approval by an authorized representative of the DDD prior to work being initiated. The cost of providing water to these specified irrigation systems will be borne by the DDD. In case of extreme cold or hard freeze warnings, all irrigation systems are to be drained and all other precautions are to be used to prevent freeze damage to the system.

4. PLANTS AND FLOWERBEDS

Annual flowers in all planting beds described herein shall be replaced two times a year unless otherwise specified by the DDD in writing. The planting schedule and times for new planting shall be approved by the DDD or its authorized representative in advance but shall generally be June and November of each year. Annual plants must be planted 4"-6" O.C. (depending on variety) and register at least 4 inches in height at planting. All plants shall be in bloom at time of placement into flowerbeds.

The cost of seasonal flowering annuals and perennials is not included in the monthly maintenance cost and will be considered an additional cost unless otherwise stated in the scope of work. The Contractor will supply the DDD with a list (See Proposal Form, Attachment 6) of replacement cost for each variety of plant in the area of maintenance.

Flowerbeds, groundcover beds, mulch beds and shrub beds (see locations identified in Section I-A, Area of Maintenance) shall be weeded weekly, or more frequently, if necessary. Annual plants in flowerbeds shall be fertilized three times a year. Shrubs shall be fertilized as needed. Chemicals such as insecticides and fungicides shall be applied as needed to ensure the vigorous growth of all plant material. The Contractor shall notify the DDD or its authorized representative in writing prior to the application or treatment of an area with chemicals.

All litter and debris that is accumulated and bagged as a result of this contract shall be hauled off and removed by the Contractor no later than at the conclusion of each workday. Under no circumstances shall bags, containers, boxes, etc. be allowed to remain overnight as the result of this work.

5. TREE-TRIMMING

All low hanging tree limbs within the scope of this contract shall be raised to a height of twelve (12) feet by a licensed arborist only (must be approved by DDD). The Contractor shall be required upon notification by DDD to have this work completed within five (5) working days, to ensure the safety of pedestrians in and around any area maintained under this contract.

6. DEAD OR DAMAGED PLANT REPLACEMENT

The replacement of dead, damaged, or missing plant materials shall not be included in the monthly maintenance program and will be considered an additional cost unless otherwise stated in the scope of work. The DDD or its representative must be notified immediately of any dead or missing plants. The contractor shall submit a price quote for replacements of any dead or missing plants, in either paper or electronic form, for approval by an authorized representative of the DDD. Materials must be replaced within (10) calendar days upon written approval. The contractor will supply the DDD with a list (See Proposal Form, Attachment 1) of replacement cost for each variety of plant in the area of maintenance. The price list shall remain in effect for

(1) one year and can be resubmitted (1) one-month prior to each subsequent (1) one-year renewal.

7. SPECIAL EVENTS

When special events are scheduled in the area of maintenance, the Contractor shall be required to provide additional clean up to the landscaped areas immediately prior to and immediately after the event as needed and requested by DDD. These events shall include New Year's, Sugar Bowl, Mardi Gras, Super Bowl, Essence Festival, & Bayou Classic, Super Bowl LIX, and upon special request for events sponsored by the DDD. Under no circumstances shall any area be allowed to remain in a littered condition over a 24-hour period as the result of a scheduled event. This clean-up provision also applies to weekends and holidays.

8. SPECIAL CONDITIONS

In the event that foul odors and unsanitary conditions occur as the result of individuals or animals residing in the DDD's enhanced areas, the Contractor shall be required to thoroughly clean these areas as necessary. Cleaning may include but not limited to: pressure washing, trash and/or feces removal, chemical spraying to deodorize an area, etc.

9. RODENT CONTROL

Any rodent infestations are to be dealt with immediately by the contractor. The contractor shall use a poison and/or trap that has been approved by the DDD or Rodent Control section of the City of New Orleans Mosquito, Termite and Rodent Control Board to manage the problem for as long as the problem exists.

10. LITTER

All litter, landscape waste, feces and debris must be removed from DDD landscape areas (see Section I- A, Area of Maintenance) no less than three times per week. At no time will the DDD allow litter, trash, feces, debris, leaves, grass clipping or etc., to accumulate under or around any flowerbeds and/or landscaped areas.

All hazardous conditions such as broken glass shall be removed immediately as needed. The Contractor will remove all litter, debris and landscape waste that has accumulated as a result of this contract no later than at the conclusion of each workday. The use of gas-powered leaf blowers may not be used in the performance of landscape cleanup. Under no circumstances shall bags, containers, boxes, etc. be allowed to remain overnight as the result of this work.

11. SPECIAL INSTRUCTIONS

A. Canal St. Median

- Maintenance of Oleander Beds will include pruning, trimming, fertilizing, inspection for disease and pests, and general cleanup of trash and debris. Oleander should be maintained at a height suitable to maintain appropriate visibility for turning vehicles. Beds should be mulched twice a year. During Mardi Gras season, temporary fencing will be installed around Oleander Beds. Contractor is expected to ensure immediate cleaning upon removal of the fencing.
- Maintenance of the irrigation system is not included in this Agreement. In the event the irrigation systems need repair, the Contractor shall provide a written quote to the DDD for approval prior to completing repairs.

B. 1000 & 1100 blocks of Girod Street

- Indian Hawthorne shrubs are to remain no greater than two feet in overall height.

C. 900 block of Tchoupitoulas Street (small triangle)

- "Firepower" Nandina shrubs are to remain no greater than two feet in overall height; pruning is to be conducted in such a manner as to retain the natural irregular form of each shrub.
- Asian Jasmine is to be trimmed regularly at edge of inside curb line.
- Annual maintenance will include the clearance of dead limbs from Sweetbay Magnolia trees and pruning of trees to achieve an eight-foot clearance beneath tree canopies.
- Only dead fronds are to be removed from Windmill Palms

D. 900 block of Tchoupitoulas Street (large triangle)

- "Firepower" Nandina shrubs are to remain no greater than two feet in overall height; pruning is to be conducted in such a manner as to retain the natural irregular form of each shrub.
- Asian Jasmine is to be trimmed regularly at edge of inside curb line.
- All liriopse shall be trimmed annually to a height of no less than 3 inches before the new growth emerges in February.
- Only dead fronds are to be removed from Windmill Palms.

- E. St. Mary's Park - 300 block of North & South Diamond Street
- Mahonia are to remain no greater than two feet in overall height; Sweet Olive are to be maintained at a height of no greater than eight feet; pruning is to be conducted in such a manner as to retain the natural irregular form of each shrub.
 - The ophilpogon is to be left in its natural form.
 - Only dead fronds are to be removed from Windmill Palms.
 - Removal of dead blades from Butterfly Iris and Aspidistra shall occur no less than twice annually.
 - All liriopse shall be trimmed annually to a height of no less than 3 inches before the new growth emerges in February.
 - Annuals should be planted in the landscape bed at the intersection of Tchoupitoulas St.
- F. St. Mary's Park - 200 block of North & South Diamond Street (between S. Peters & Fulton)
- Existing and newly planted Crepe Myrtles are to be pruned to retain their natural form, while working to create an under-story clearance of at least eight feet. Only dead fronds are to be removed from Sabal Palms.
- G. St. Mary's Park - 200 block of North & South Diamond Street (between Fulton and Convention)
- Existing Live Oak and Crepe Myrtles are to be pruned to retain their natural form, while working to create an under-story clearance of at least eight feet.
 - Annuals should be planted in the pots surrounding the palms near the entrance at Convention Center Blvd.
 - Only dead fronds are to be removed from Canary Island Palms.
- H. 900 Block of Howard Ave.
- Pruning is to be conducted in such a manner as to retain the natural form of each tree.
 - "Firepower" Nandina is to be kept at a maximum height of two feet by judicious pruning to maintain natural form.
 - Carissa Holly and Stokes Yaupon are to receive minimal pruning to retain their natural regular form.
- I. 1000 block of Oretha Castle Haley Boulevard (Dryades)
- "Firepower" Nandina shrubs are to remain no greater than two feet in overall height; pruning is to be conducted in such a manner as to retain the natural, irregular form of each shrub.

- Savannah Holly trees are not to be pruned unless damaged by roadway traffic.

J. O'Keefe Ramp Triangle (O'Keefe @ Howard)

- "Firepower" Nandina shrubs are to remain no greater than two feet in overall height; pruning is to be conducted in such a manner as to retain the natural, irregular form of each shrub.
- Only dead fronds shall be removed from Sago palms.
- All liriope shall be trimmed annually to a height of no less than 3 inches before the new growth emerges in February.

K. 1100-1600 blocks of Tulane Avenue

- Pruning is to be conducted at such a limited manner to retain the natural regular form of the vegetation without impeding vehicular traffic.
- Only dead fronds shall be removed from palms.
- Butterfly Iris and Soft-tipped Yucca shall be cleaned of dead blades no less than twice annually.
- Indian Hawthorne shall be minimally pruned to encourage natural regular form.
- Stokes Yaupon shall be minimally pruned to encourage natural regular form.
- Rosemary shall be minimally pruned to encourage natural regular form, but the Rosemary must be kept out of roadway.

L. Molly Marine Plaza

- Only dead fronds are to be removed from Sago Palms.
- All liriopse shall be trimmed annually to a height of no less than 3 inches before the new growth emerges in February.
- Indian Hawthorne, Yaupon, Barberry and Holly shrubs are to remain unpruned; if necessary, hand pruning is to be conducted in such a manner as to retain the natural, regular form of each shrub.
- Indian Hawthorne, Yaupon, Barberry and Holly shrubs and Sago Palms are to be hand pruned away from the spotlights surrounding the flagpoles as needed.
- The annual varieties are to be approved by the DDD or its authorized representative.
- Annuals are to be planted in the landscape bed immediately adjacent to the Canal St. sidewalk.

M. Gateway Enhancements

- All soil, grass clippings, or litter should be removed from curbing after each maintenance visit. At no time should there be any visible buildup of dirt on the curbing.
- If the curbing is damaged in anyway by landscape operations, operations by other contractors and trades, and/or trespassers, the contractor is solely responsible for any needed repairs to the curbing.
- Savannah Holly trees are not to be pruned unless damaged by roadway traffic.
- Only dead fronds are to be removed from Sago and Chinese Fan Palms.
- Agapanthus and Evergreen Daylilies shall be cleaned of dead blades no less than twice annually. All spent bloom stalks are to be removed once the lilies have finished blooming.
- Holly ferns shall be cleaned of dead fronds no less than twice annually.
- Aspidistra shall be cleaned of dead leaves no less than twice during its growing season. If the plants are damaged by wind or cold, all affected leaves should be removed to height of less than 4 inches above the root

ball. Aspidistra shall be thinned periodically at the request of the DDD and its representative.

- The Asian Jasmine shall be maintained within the inside of the curbing at all times. If the Asian Jasmine begins to intrude on the plantings, it shall be trimmed back a distance of no greater than 8 inches from other plants.
- All liriopse shall be trimmed annually to a height of no less than 3 inches before the new growth emerges in February.
- The planting schedule and plant varieties are to be approved by the DDD or its authorized representative.
- Annuals should be planted in landscape beds and pots in the front portion of each gateway. The number of annuals estimated for each color change-out are listed below:
 - Loyola Gateway – 180 annuals
 - Poydras Gateway – 180 annuals
 - Basin Gateway – 180 annuals
 - St. Charles Gateway – 126 annuals
 - O' Keefe Gateway – 180 annuals
 - Camp Gateway – 180 annuals

N. DDD Planters

- Only dead and damaged fronds are to be removed from the asparagus ferns.
- Variegated ginger is to remain unpruned; if necessary, hand pruning is to be conducted in such a manner to retain the natural, regular form of each plant.
- If asparagus fern or variegated ginger is damaged by severe cold, all damaged fronds and leaves are to be removed to encourage new growth in the plants
- In February of each year, sections of the asparagus fern's root system shall be removed to prevent the plants from becoming root-bound.
- The planters are to receive (1) inch of water three (3) times per week between June 1st and September 30th. From October 1st to May 31st, the planters are to receive water as needed.

SECTION II

1. **CONTRACTOR STANDARDS**

A. **Qualifications**

The Contractor must be licensed and bonded by the Louisiana Horticulture Commission, as a landscape horticulturist.

The contractor must possess a General Contractors license issued by the LA State Licensing Board for Contractors under sub-classification: Landscaping, Grading, & Beautification.

The Contractor must possess a Ground Owner Operator License for Commercial Pesticide Application and employ at least one certified Commercial Pesticide Applicator.

For more information please refer to the LA Department of Agriculture & Forestry website at <http://www.ldaf.state.la.us/ldaf-programs/pesticide-environmental-programs/pesticide-licensing-and-certification/>

Proof of experience and licenses must be included in the proposal response.

B. **Quality of Operation**

The work performed by the Contractor under the terms of this RFP is a direct reflection of the public image of the DDD. To this end, the Contractor and its employees should assume that they are continual observation by the general public. The Contractor shall provide the maintenance services required herein in a workmanlike and professional manner, shall conform to professional and industry standards and 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.

C. Personnel

All personnel will be hired as employees of the Contractor. Contractor shall pay all salaries, benefits, insurance, taxes, and other expenses relating to the employees. Contractor shall comply with all legal requirements including the Federal Fair Labor Standards Act, Equal Opportunity Employment & Americans with Disabilities Act. As part of its RFP submission, the Contractor will provide a written labor deployment plan, which shall include management structure, number personnel, number of labor hours, and applicable licenses and certifications.

The work performed by the Contractor under the terms of this RFP is a direct reflection of the public image of the DDD. To this end, the Contractor and its employees should assume that they are continual observation by the general public. The Contractor's employees shall be clean, courteous, qualified, efficient, and neat. The Proposer shall not employ any person or persons in or about the areas who shall use improper language or act in a loud or boisterous or otherwise improper or inefficient manner. The Proposer agrees to remove from service any employee whose conduct the DDD determines to be detrimental to the best interests of the DDD. All employees shall wear uniforms displaying the name of the Contractor at all times.

The Contractor shall provide supervision of its workers at all times in accordance with the specifications.

D. Equipment

All vehicles and equipment used by the Contractor for the performance of this contract shall have the DDD name and logo prominently displayed thereon whenever in use for the DDD and within the district. The Contractor shall maintain equipment that is both available and in good operational condition to perform services outlined this RFP. The Qualifications for Award shall consider the equipment utilization plan of the Contractor.

E. Work Schedule

Attached to the Proposal Form, each Proposer shall provide a work plan detailing the number of workers and/or crews, hours of operation, responsibilities for each crew during all hours of operation, and locations of work performed. This schedule or plan must include coverage of the entire Service Area for all services required pursuant to these specifications.

Although this schedule or plan may be subject to change, the Proposer shall at all times throughout the duration of this Contract maintain a current copy of the said work plan on file with the DDD.

The Contractor must provide a sufficient number of employees and man-hours in order to complete the services provided for herein to the satisfaction of the DDD.

F. Cost of Operations

The Contractor shall bear at its own expense all costs of operating and furnishing these landscape services and shall pay all costs connected with the fulfillment of this contract.

G. Safety Regulations

The Proposer 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.

H. Special Events

The contractor will be responsible for providing the equipment, personnel, and supplies in order to maintain the DDD standard of landscaping excellence 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, and Super Bowl LIX. 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 landscaping 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.

I. Emergency Management

DDD recognizes the importance of a prompt downtown recovery (as conditions allow) to ensure the economic vitality of the district. To this end, Contractor must be prepared to and aligned with DDD to quickly manage unexpected situations such as extreme weather, natural disaster or catastrophic event(s). In the event of a declared emergency, the Contractor shall be prepared to conduct an assessment of landscaping conditions post event and subsequent action plan and costs for the consideration of DDD.

Exhibit “D”

REPORTING REQUIREMENTS

The Proposer shall provide monthly reports to the DDD of all services performed during the preceding month, including copies of any work orders that are issued and approved by the DDD within the month and the total number of man-hours worked. The report will include: area maintained; date maintained; type of maintenance; trees maintained; and the number & variety of annuals planted. This report shall be due by the 10th working day of every month and should be submitted in paper and electronic formats. Failure to submit information by this date may result in delay in payment of monthly invoice.

These reports shall assist the DDD in determining that work has been performed prior to payment and in accordance with appropriate weekly and monthly schedules. The form and content of these reports will be mutually agreed on by the DDD and the Contractor.

It is important to note that 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"
Deliverables – Not Applicable

Exhibit “F”

CONTRACT DOCUMENTS

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

Contract for Landscape Maintenance Services

Any authorized Amendment(s) to Contract Any authorized Change Orders

Specifications

Attachment “1” - Proposer’s Guarantee

Attachment “2” - Proposer’s Warranty

Attachment “3” - Non-Collusion Statement

Attachment “4” - Proposer’s Affidavit

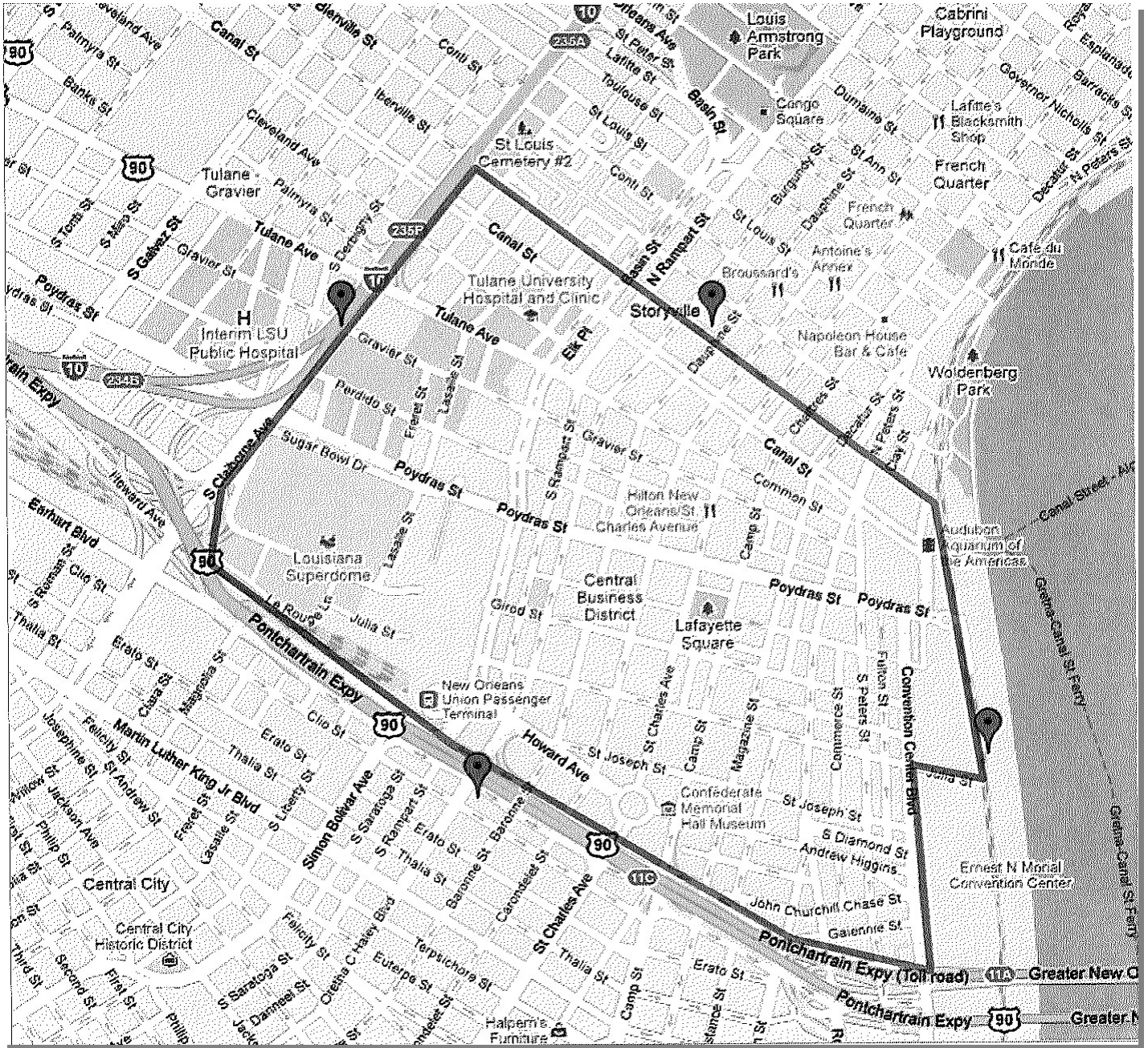
Attachment “5” - Qualification Form

Attachment “6” - Proposal Form

Attachment “7” - Statement of DBE Compliance

Exhibit "G"

MAP OF THE DOWNTOWN DEVELOPMENT DISTRICT



Attachment 1

PROPOSER'S GUARANTEES

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

Signature of Official: _____

Name (print or type): _____

Title: _____

Firm: _____

Date: _____

LIST OF PRINCIPALS

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

1. _____

2. _____

3. _____

4. _____

5. _____

Proposer: _____

Signature: _____

Name: _____
(Print or Type)

Address: _____

City/State/Zip: _____

Area Code & Phone: _____

Attachment 2

PROPOSER’S WARRANTIES

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

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

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

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

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

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

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

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

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

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

Attachment 3

**NON-COLLUSION
STATEMENT**

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

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

Attachment 4

PROPOSER'S
AFFIDAVIT

STATE OF LOUISIANA PARISH OF ORLEANS

_____, being first duly sworn, deposes and says:

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

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

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

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

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

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

Attachment 4 (continued)

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

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

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

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

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

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

Attachment 4 (continued)

Corporation Only:
accurate list of

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

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

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

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

Name of Individual, Partnership or Corporation

By: _____

Title: _____

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

NOTARY PUBLIC

Attachment 5

QUALIFICATION
FORM

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

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

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

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

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)

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

a) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

b) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

c) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

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

1) Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

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 Attachment "A" below: _____.

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

_____ full time, and _____ part time

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

_____yes _____no

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

4) Banking References:

a) Bank Name:

Bank Address: _____

Account Name: _____

Type of Account: _____

Length of Relationship: _____

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): Security Deposits (Utility, Phone) | \$ _____ |
| | Bid Deposits | \$ _____ |
| | Bid Deposits | \$ _____ |
| | Prepaid Interest | \$ _____ |
| | 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 | |
| Short Term Notes Payable | \$ _____ |
| Deferred Income Taxes | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| 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 Landscape Maintenance Services under the terms and conditions set forth in this Request for Proposals.
- b. The Proposer agrees to furnish the services, personnel, equipment, and supplies required by this Request for Proposals for the Annual Price of \$ _____ to be paid in equal monthly installments. A breakdown of the proposed price is as follows:

| <u>Item</u> | <u>Annual Price</u> |
|--------------------------|---------------------|
| 1. Landscape Maintenance | _____ |
| 2. Mulch | _____ |

- c. The Proposer agrees to furnish annuals/perennials and other replacement plants at the unit prices listed in the attached price sheet. These prices are to be used to adjust the contract should the work be required by the Downtown Development District.
- d. As part of this Proposal, the Proposer submits herewith and attaches hereto the following:
 - 1. Attachment “1” - Proposer’s Guarantee
 - 2. Attachment “2” - Proposers Warranty
 - 3. Attachment “3” - Non-Collusion Statement
 - 4. Attachment “4” - Proposer’s Affidavit
 - 5. Attachment “5” - Qualification Form
 - 6. Attachment “6” - Proposal Form
 - 7. Attachment “7” – Statement of DBE Compliance
- e. The Proposer Certifies that it has completed any and all necessary inspections for which this proposal is submitted and is bound by this proposal for a period of one hundred twenty (120) days from the deadline date stated herein.

PROPOSER: _____

BY: _____

TITLE: _____

DATE: _____

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

Proposal Form –
Replacement Cost Sheet

I (or we) do hereby quote the following unit prices for possible work of undetermined quantities not to be included in the Total Annual Price.

| <u>Type of Plant</u> | <u>Specifications</u> | <u>Unit Price</u> |
|---|-----------------------|-------------------|
| A. Asian Jasmine <i>Trachelospermum asiaticum</i> | 1 gallon | \$ _____ |
| B. Seasonal flowering annuals | 4” container | \$ _____ |
| C. Seasonal flowering annuals | 6” container | \$ _____ |
| D. Seasonal flowering perennials | 1 gallon | \$ _____ |
| E. Giant Liriope <i>Liriope muscari ‘Evergreen Giant’</i> | 1 gallon | \$ _____ |
| F. Blue Pacific Juniper <i>Juniperus conferta ‘Blue Pacific’</i> | 1 gallon | \$ _____ |
| G. Louisiana Iris | 1 gallon | \$ _____ |
| H. Setcreasea <i>Setcreasea pallida</i> | 1 gallon | \$ _____ |
| I. Mondo Gras <i>Ophiopogon japonicus</i> | 3 gallon | \$ _____ |
| J. Cast Iron Plant <i>Aspidistra elatior</i> | 3 gallon | \$ _____ |
| K. Holly Fern <i>Cyrotomium flacatum</i> | 3 gallon | \$ _____ |
| L. Butterfly Iris <i>Dietes Vegata</i> | 3 gallon | \$ _____ |
| M. Dwarf Yaupon <i>Ilex vomitria ‘Soft Touch’</i> | 3 gallon | \$ _____ |
| N. Chinese Mahonia <i>Mahonia fortunei</i> | 3 gallon | \$ _____ |

| | | | |
|-----|---|---|--------------------------|
| O. | Firepower Compact Nandina <i>Nandina domestica 'Firepower'</i> | 3 gallon | \$ _____ |
| | <u>Type of Plant</u> | <u>Specifications</u> | <u>Unit Price</u> |
| P. | Xanadu <i>Philodendron selloum 'Xanadu'</i> | 3 gallon | \$ _____ |
| Q. | Adam's Needle <i>Yucca Filamentosa</i> | 3 gallon | \$ _____ |
| R. | Red Yucca <i>Hesperaloe parviflora</i> | 3 gallon | \$ _____ |
| S. | Mandevilla <i>Mandevilla sanderi 'Red Riding Hood'</i> | 3 gallon | \$ _____ |
| T. | Compact Purple Barberry <i>Berberis thunbergii 'Atropurpurea Nana'</i> | 3 gallon | \$ _____ |
| U. | Indian Hawthorne <i>Rhaphiolepis indica</i> | 3 gallon | \$ _____ |
| V. | Buford Holly <i>Ilex comuta 'Bufordii'</i> | 3 gallon | \$ _____ |
| W. | Variegated Ginger <i>Alpinia zerumbert 'Variegata'</i> | 3 gallon | \$ _____ |
| X. | Pink Knockout Rose <i>Rosa hybrid 'Pink Knockout'</i> | 7 gallon | \$ _____ |
| Y. | Sago Palm <i>Cycas revolute</i> | 10 gallon | \$ _____ |
| Z. | Sweet Olive <i>Osmanthus fragrans</i> | 10 gallon | \$ _____ |
| AA. | Cleyera <i>Temstroemia gymnanthera</i> | 10 gallon | \$ _____ |
| BB. | Nellie R. Stevens Holly <i>Ilex x attenuate 'Nellie R. Stevens'</i> | 15 gallon 6'-8' Minimum HT 1.5" caliper | \$ _____ |

| | | | |
|-----|--|---|----------|
| CC. | Forest Pansy Redbud <i>Cercis canadiensis</i> 'Forest Pansy' | 15 gallon 6'-8' Minimum HT 1.5" caliper | \$ _____ |
|-----|--|---|----------|

| | | |
|-----------------------------|------------------------------|--------------------------|
| <u>Type of Plant</u> | <u>Specifications</u> | <u>Unit Price</u> |
|-----------------------------|------------------------------|--------------------------|

| | | | |
|-----|---|---|-------------|
| DD. | Pink Lace Loropetalum <i>Loropetalum chinensis</i> | 15 gallon container grown | \$ _____ |
| EE. | Savannah Holly <i>Ilex x attenuate</i> 'Savannah' | 30 gallon 10' Minimum HT Container grown | \$ _____ |
| FF. | Sweetbay Magnolia <i>Magnolia virginiana</i> | 30 gallon 10' – 12' Minimum HT Container grown | \$ _____ |
| GG. | Windmill Palm <i>Trachycarpus fortunei</i> | 5' – 7' Minimum HT Container grown | \$ _____ |
| HH. | Seminole Crepe Myrtle <i>Lagerstomemia indica</i> 'Seminole' | 10' – 12' Minimum HT Multiple trunk Container grown | \$ _____ |
| II. | Sabal Palm <i>Sabal Palmetto</i> | 15' – 18' Minimum HT Booted Only | \$ _____ |

ATTACHMENT 7
 STATEMENT OF DBE COMPLIANCE
 DBE FORM 1
 SCHEDULE OF DBE PARTICIPATION

DOWNTOWN DEVELOPMENT DISTRICT ___ SERVICES

Name of Proposer: _____

Total Proposal Amount: \$ _____

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

TOTAL VALUE OF DBE PARTICIPATION \$ _____

DBE PARTICIPATION AS A PERCENTAGE OF TOTAL BID _____ %

DBE FORM 2

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

STATE OF _____

COUNTY/PARISH OF _____

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

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

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

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

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

Date

Affiant

STATE OF _____

COUNTY/PARISH OF _____

On this _____ day of _____, _____, before me, affiant appeared and acknowledged that he/she executed the foregoing affidavit in the capacity therein stated and for the purpose therein contained. In witness thereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires _____.

(Seal)

DBE FORM 3

**NOTICE OF INTENT TO
PERFORM AS A
SUBCONTRACTOR/SUBCONS
ULTANT/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 _____.

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