

CITY OF NEW ORLEANS



REQUEST FOR PROPOSALS

FOR

JOB1 One-Stop Operator and WIOA Service Provider

RFP NO. 1025

RELEASE DATE: February 10, 2021

SUBMISSION DEADLINE: March 11, 2021

KEY REMINDERS TO PROSPECTIVE RESPONDENTS

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

City of New Orleans, Louisiana
Request for Proposals No. 1025
JOB1 One-Stop Operator and WIOA Service Provider
February 10, 2021

1. Purpose.

The City of New Orleans desires to obtain the One-Stop Operator and WIOA Service Provider for the local One-Stop Center (JOB1) funded by the Workforce Innovation and Opportunity Act (WIOA) for Program Year 2021 (July 1, 2021 – June 30, 2022), with an option to renew for up to three (3) additional years based on vendor’s performance outcomes. The New Orleans Workforce Development Board (NOWDB) through the City of New Orleans solicits non-profit and for-profit organizations, public agencies, or collaborations of these organizations interested in serving as the Operator and direct WIOA service provider for the JOB1 Business and Career Solutions Center and the JOB1 YouthWorks Center on behalf of the City of New Orleans.

The One-Stop Operator will be responsible for the coordination of service delivery among the mandated One-Stop partners, service providers of core programs, and other partners working within the workforce system. The selected Operator will also be responsible for the provision of WIOA Adult, Dislocated Worker, and Youth services within the One-Stop Center. These services include job search assistance, work readiness workshops, career counseling, comprehensive assessments, occupational skills training, academic remediation, work experience, on-the-job training, supportive services, and follow-up services. Additionally, the JOB1 Operator must understand the local demand industries and the human resource needs of local employers. The JOB1 Operator will provide the employer recruitment and job placement services for the WIOA Adult, Dislocated Worker, and Youth programs. Additional details regarding the scope of work can be found in Attachment “A” of this RFP (p. 14).

As provided below, and incident to City Charter Section 6-308(5) and Executive Order LC 20-01, the City requests proposals from experienced firms to provide the needed services.

2. General Instructions.

Under the authority of the Governor under Proclamation 7 JBE 2021, respondents shall submit the following electronically via Email to Klwalls@nola.gov, not later than **March 11, 2021 by 12:00 PM (CT)**:

- a. The respondent’s signed proposal, in PDF file format marked “***JOB1 One-Stop Operator and WIOA Service Provider***”. The proposal shall consist of:
 - A signed cover letter including the company’s name, address and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address,
 - A proposal describing the work to be performed.
 - All required attachments (to be submitted along with the electronic submission).
 - Respondents should ensure to notate in the subject line of the email, the name of the respondent and the number and the title of the RFP. This information is critical to the Bureau of Purchasing to identify proposals.
- b. The proposer’s related **cost** proposal included as a separate PDF file,” marked “***JOB1 One-Stop Operator and WIOA Service Provider: Price Proposal***”;

Respondents should clearly demonstrate the applicant’s qualifications to perform the needed services and attend all factors applicable in a professional relationship.

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

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

Respondents should include detailed resumes or curricula vitae for the principals performing the services.

Copies of the solicitation and related information are available from the City’s purchasing website at <https://nola.gov/purchasing/brass/>.

The City will not accept proposals submitted by fax.

3. Receipt of Proposals.

Proposals must be received by the City on or before the Submission Deadline.

The City will NOT accept proposals received after the deadline.

4. Anticipated Timetable.

RFP Release	February 10, 2021
Deadline for Submitting Questions	February 25, 2021
Proposal Submission Deadline	March 11, 2021
Evaluation Committee Selection	On or about March 18, 2021
Notification	On or about March 25, 2021

If the City identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by professional services agreement. The contract will contain the standard City provisions shown in Attachment “B” and the “Disadvantaged Business Enterprise” (“DBE”) provisions shown in Attachment “C.”

A DBE goal of 35 percent has been established for this RFP. The respondent shall agree to use its best efforts, as determined by the DBE Compliance Officer to assure that all respondents comply with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this solicitation.

Please direct all questions related to DBE compliance prior to the Submission Deadline to *Office of Supplier Diversity, 1340 Poydras Street, 10th Floor, New Orleans, LA 70112, telephone: 658-4220, email: supplierdiversity@nola.gov.*

By responding to this RFP, the respondent agrees to the City’s required Contract Terms and Conditions as provided in Attachments “B” and therefore waives any future right to contest the required provisions.

5. Services Needed.

Attachment “A” describes the needed services.

6. Selection Committee.

The Chief Procurement Officer must establish selection committees with relevant subject-matter expertise in reviewing and evaluating responses to the RFP.

Each proposal to the RFP must be evaluated by a committee of 5 individuals consisting of:

- The Chief Administrative Officer, or his designee;
- The Chief Financial Officer, or his designee’
- The manager of the User Entity requesting the service, or his designee;
- The employee who will manage and monitor the contract; and
- A professional from within local government who possesses expertise in the relevant field.

The selection committee shall first evaluate the proposals on the basis of criteria other than price. The members on the selection committee shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria.

7. Selection.

The City will select a respondent generally according to the procedures described in Executive Order LC 20-01.

The selection committee will first evaluate and rank responsive RFP submissions on the following selection Technical Criteria and weighting factors listed below and provide an assessment of that score.

A respondent may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the selection committee in accordance with:

Technical Criteria

(20 Points): Specialized Experience and Technical Competence – This will include a review of organization’s qualifications, experience, and capacity in program management and as a fiduciary, as documented in project narrative sections A and B – *Respondent Type and Organizational Qualifications and Experience*;

- Organizational capacity to manage JOB1 One-Stop Center – organizational and governance structure, alignment of mission and services, share of overall funding (**10 points**)
- Demonstrated prior experience administering WIOA adult and dislocated worker services, or other similar services (**5 points**)
- Demonstrated prior experience administering WIOA youth services, or other similar services (**5 points**)

(20 Points): Demonstrated Performance History and Ability to Meet Goals – This will include a review of past performance history and goals and objectives including,

without limitation, competency, responsiveness, work quality, and the ability to meet performance goals, as documented in project narrative section C – *Performance History and Goals*;

- Track record of success and/or demonstrated capacity to meet WIOA-negotiated performance goals and other required performance measures **(10 points)**
- Demonstrated capacity to identify and address employer needs **(5 points)**
- Demonstrated capacity to internally monitor ongoing performance **(5 points)**

(30 Points): Quality of Program Design – This will include a review of program design, innovative strategies that will be utilized, staffing plan, and financial plan, as documented in project narrative sections D, E, F, and G – *Program Design, Staffing Plan, Financial Plan, and Leveraging Resources*. Program Design will be evaluated for adult services, youth services, employer services, and partner engagement. The review of the Financial Plan will identify the revenue base, sufficient capital to operate, and soundness of financial base.

One-Stop Operator Services (6 points):

- Effective strategies for developing an integrated service delivery system and ensuring coordination and alignment among One-Stop partners **(2 points)**
- Effective strategies for overseeing, monitoring, and evaluating performance of WIOA provider, mandated partners, and other partners **(2 points)**
- Effective internal controls to ensure separation of roles as operator and service provider and strategies to prevent conflicts of interest **(2 points)**

Adult and Dislocated Worker Services (6 points):

- Comprehensive array of services, including, but not limited to, workshops, job readiness training, and individualized job matching **(2 points)**
- Customer-centered approach to service delivery that includes plan for triaging and assessing need, connecting customers to best fit services, and follow-up **(2 points)**
- Innovative strategies for serving special populations (e.g. individuals with criminal backgrounds, individuals with basic skills deficiency, older workers, limited English speakers, individuals with disabilities) **(2 points)**

Youth Services (6 points):

- Comprehensive array of services, including, but not limited to, educational services, workshops, job readiness training, and individualized job matching **(2 points)**
- Customer-centered approach to service delivery that includes plan for triaging and assessing need, connecting customers to best fit services, and follow-up **(2 points)**
- Innovative strategies for serving special populations (e.g. out-of-school youth, justice-involved youth, homeless youth, youth with disabilities) **(2 points)**

Employer Services (4 points):

- Array of services aligned with employer & regional workforce needs; effective strategies for pursuing new business relationships and ensuring successful matching between employers and job seekers

Staffing Plan (3 points):

- Staffing and management plan that supports effective program operations, including highly qualified staff, cross-training of staff, clear performance expectations, effective management structure

Financial Plan (3 points):

- Demonstrated capacity to provide services on a cost reimbursement basis and to ensure compliance with all financial obligations

Leveraging Resources (2 points):

- Demonstrated capacity and effective strategies for leveraging external funding and resources

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

If a DBE Participation Plan is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.

POINTS	DESCRIPTION	POINT AWARD	AWARDING GUIDELINES
3pts may be awarded	DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.	3pts	<ul style="list-style-type: none">• Meets or exceeds the stated contract DBE goal or demonstrates why and how the respondent can only achieve a lower DBE goal
		2pts	<ul style="list-style-type: none">• States they will meet a lower contract goal without demonstrating why or how
		1pts	<ul style="list-style-type: none">• No commitment - 0%, but demonstrates why & how DBE participation is not achievable
		0pts	<ul style="list-style-type: none">• No commitment -0% without explanation
6pts may be awarded	Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.	+2pts	<ul style="list-style-type: none">• Prime has identified scopes of work to be performed by DBE firm(s) to be used that represent a Commercially Useful Function
		+1pts	<ul style="list-style-type: none">• Prime has clearly identified DBE firm(s) and their scopes of work
		+2pts	<ul style="list-style-type: none">• The DBE has contributed directly to the Proposal (Resumes, Experience Portfolio, etc.)
		+1pts	<ul style="list-style-type: none">• Prime has identified ways to support the DBE (e.g.: Mentor-protégé relationship, bonding, early payments, etc.)

6pts is default award; points may be deducted	<p>Past Performance Issues:</p> <p>Includes firm’s past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.</p>	Up to 6 points may be deducted	<p>Points shall be deducted for the following reasons:</p> <ul style="list-style-type: none"> • Prime has a history of not meeting their committed DBE goal • Prime has history of switching DBEs or reduces work committed to DBEs • Prime is inconsistent with reporting requirements of the DBE policy • Prime does not cooperate with OSD on-site monitoring • Prime has history of not paying their DBE subs in a timely manner • Prime has a history of insufficient GFEs
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Price Proposal

The selection committee will then evaluate and rank responsive Proposals on Price. **Price proposals must be submitted as a separate PDF file marked “Price Proposal”.** A respondent may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Price Proposal, as judged by the selection committee in accordance with:

- (15 Points) **Cost** – This section will include a review of the Price Proposal’s line-item budget and budget narrative. This section will also include a review of the cost effectiveness of the proposed budget. Due to the nature of the requested services, the Price Proposal will be evaluated on the percentage of administrative costs, including indirect and management fees/profit (if applicable), in comparison to direct program/participant costs.

During the review of any proposal at any time (including in the event of a shortlist), the selection committee may:

- Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of the proposals;
- Seek clarification of a proposal or additional information from any or all respondents and consider same in the evaluation of proposals;
- Waive any requests or requirements if such waiver is in the best interest of the City; and
- Request interviews/presentations with any, some or all respondents to clarify any questions or considerations based on the information included in proposal.

8. Shortlist.

The City, at its sole discretion, may recommend a selection of respondents for a short list based on the overall ranking.

9. Notice of Intent to Award

The Bureau of Purchasing will notify the successful and unsuccessful respondent(s).

10. Ownership.

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

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

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

The City does not guarantee the confidentiality of proposals.

11. Effect.

This RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever.

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

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

Anything to the contrary notwithstanding, the professional services agreement executed by the City and a selected respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation.

12. Designated Purchasing Official.

Respondents must direct correspondence and other communications regarding this solicitation to the following Designated Purchasing Official: Kai Wells, City of New Orleans, Bureau of Purchasing, 1300 Perdido Street, 4W07, New Orleans, Louisiana 70112.

Respondents must submit substantive questions in writing via email to Klwells@nola.gov no later than **February 25, 2021 by 4:00 PM.**

Any request received after that time may not be reviewed for inclusion in this RFP. The request shall contain the requester's name, address, and telephone number.

The Bureau of Purchasing will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on the City's website, and issued prior to the RFP's Delivery Deadline.

Respondents shall not rely on any representation, statement or explanation other than those made in this RFP or in any addendums issued.

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

13. Cone of Silence.

From the time of advertising, and until the final award, there is a prohibition on communication by respondents (or anyone on their behalf) with the City's staff, board members and elected officials.

This does not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning this RFP.

Breaking the established prohibition on communication, if proven, may result in a disqualification of your proposal.

14. Review.

In accordance with the Mayor's Executive Order LC 20-01, the selection committee will evaluate each proposal received.

The City will make every effort to administer the proposal process in accordance with the terms and dates discussed in the RFP.

However, the City reserves the right to modify the qualification process and dates as deemed necessary. The City may request an online demonstration of specific Respondents' solutions prior to the qualifications review completion date.

Respondents should be prepared to provide such a demonstration in a timely fashion.

15. In-Process Technical Review.

Contractor's performance of the work shall be subject to in-process technical review by the City's technical representative or such other person(s) as may be designated in writing by the Office of Workforce Development provided such actions are not unreasonable and does not interfere with the progress of the work.

16. Required Attachments with Proposal.

Respondents are required to complete and submit with their proposal the following attachments:

- Attachment "C" Disadvantaged Business Enterprise Participation Plan
- Attachment "F" Conflict of Interest Disclosure Affidavit

Failure to complete and submit a required attachment with a proposal submission may result in the disqualification of the submission.

17. Attachments Required Prior to Execution of Contract.

The City supplies the below attachments for information.

The Office of Workforce Development will request them from the respondent(s) prior to the execution of a professional services agreement.

Those attachments are:

- Attachment "D" Tax Clearance Certificate
- Attachment "E" Identification of Subcontractors
- Attachment "G" Affidavit of Compliance with Hiring Requirements"

18. Sample Agreement.

The City supplies a sample professional services agreement in Attachment "H."

The selected respondent shall be expected to enter into a contract that is substantially the same as the sample agreement.

Respondent shall not submit its own standard contract terms and conditions as a response to this RFP.

19. Proposal Submission Requirements.

To achieve a uniform review process and obtain the maximum degree of comparability, the City requires that the proposals be organized in the manner specified below.

The proposal shall include all the following:

1) Cover Letter/Title Page

Provide a signed cover letter/title page that shows the RFP number and subject, the name of your firm, address, email address, telephone number(s), facsimile machine number(s), name of contact person and date.

2) Table of Contents

Clearly identify the materials by section, page number, and tabs.

3) Letter of Transmittal (Limited to One Page)

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

4) Executive Summary (Limited to Three Pages)

Briefly your organization's mission, vision, and values, and why your organization is seeking this award.

5) Project Narrative (Limited to Forty Pages)

Proposals should contain a clear and comprehensive response to all requirements in the order contained herein.

20. Protest.

The City's protest policy applies to this solicitation. The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/>.

21. Debriefing.

Respondent who was not selected can request a post-award debriefing.

The debriefing shall not include point-by-point comparisons of the debriefed respondent's proposal with the awarded or selected respondent(s).

The unsuccessful respondent must submit a request in writing to the Designated Purchasing Official within 15 calendar days from the date of the notification issued by the Bureau of Purchasing.

The Bureau of Purchasing will ensure that the debriefing is conducted within a reasonable time period.

22. Code of Ethics.

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

By submitting a proposal, prospective respondents warrant that there are no "conflict of interest" related to this solicitation that would violate applicable Louisiana Law.

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

23. BRASS.

The City launched a new Enterprise Resource Planning (ERP) system entitled "BRASS" for "Budget, Requisition, and Accounting Services System." BRASS replaces the legacy databases and is used by all departments.

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

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

24. Direct Deposit Electronic Payment Program.

The City will require that selected respondents enroll in its direct deposit electronic payment program.

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

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

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

25. Waiver of Administrative Informalities.

The City shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

26. Errors and Omissions in Proposal.

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

27. Minimum Scope of Insurance.

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

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

Minimum Requirements:

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

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

Automobile Liability Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Professional (Errors & Omission) Liability Insurance appropriate to the Contractors profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Umbrella/Excess Liability – Umbrella/Excess policies must Follow Form of the underlying policies.

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

The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

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

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

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

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

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

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

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

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

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

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

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

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

28. Disadvantaged Business Enterprise (DBE) Requirements.

I - DBE PROGRAM COMPLIANCE

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

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

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

II - DBE CONTRACT GOAL

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

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

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

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

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

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;
- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

III – DBE INTEREST

The Bureau of Purchasing and OSD seek to offer the opportunity to DBE and SLDBE, SBEs, and other certified minority, women, disabled veteran owned businesses to submit their interest in participating to the RFP as a prospective subcontractor to a respondent or to jointly propose as a prospective partner with a respondent, or both.

DBE and other certified diversity entities must complete a questionnaire to express their interest. Follow the below link to submit your interest:

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqaIQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUQl64WkhHWE5YQ11CQjZHUUZBOEhMMzg1UC4u>

IMPORTANT: Submit your interest on or before **February 18, 2021 by 4:00 PM.**

The Bureau of Purchasing will post said results via an addendum to the RFP.

IV - DBE DIRECTORY

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

- a. Contractors agree to utilize the City's SLDBE directory of certified firms as a first source when searching for certified DBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah's New Orleans. The SLDBE directory is available at www.nola.gov.
- b. The Louisiana Unified Certification Program ("LA UCP") directory is available at www.dotd.louisiana.gov.

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

V - GOOD FAITH EFFORT POLICY

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

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

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

A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
- ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:

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

C. INITIAL SOLICITATION & FOLLOW-UP:

- i. Bidder/Proposer listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
- ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.

D. NEGOTIATE IN GOOD FAITH:

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

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

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

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

To obtain a copy of the Good Faith Effort Policy contact OSD at supplierdiversity@nola.gov.

VI - REQUIRED DBE FORMS for BIDs/RFPs/RFQs

A. BIDs:

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

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

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

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

2. DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.
3. After receipt and review of the required post-bid documents, the OSD will determine if the Bidder has provided valid DBE Compliance Forms and (if applicable) evidence of demonstrated Good Faith Efforts.

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

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

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

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

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

VII - CONTRACTOR COOPERATION

The Contractor shall:

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

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

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

VIII - POST-AWARD MODIFICATION

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

- a. for a reason beyond the Contractor’s control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document “Good Faith Efforts” to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing “Good Faith Efforts” in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document “Good Faith Efforts” to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

IX - MONITORING DBE PARTICIPATION

To ensure compliance with DBE requirements during the term of the Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

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

X - FAILURE TO COMPLY

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

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

Please contact the OSD at supplierdiversity@nola.gov to request a copy of all DBE referenced documents.

END OF DOCUMENT

City of New Orleans, Louisiana
Request for Proposals
JOB1 One-Stop Operator and WIOA Service Provider
February 10, 2021

Attachment “A”

NEEDED SERVICES

A. Purpose

The purpose of this RFP is to solicit proposals from organizations interested in serving as the Operator **and** the primary WIOA Title I Adult, Dislocated Worker, and Youth service provider of the local One-Stop Career Center (JOB1). The selected bidder will assist the New Orleans Workforce Development Board (NOWDB) with meeting the expectations identified in this document and provide a full range of assistance and services to adult job seekers, youth, and employers.

The NOWDB is seeking a contractor who is flexible, adaptive, innovative, and will collaborate to ensure the One-Stop system is up-to-date, responsive, comprehensive, and ready to meet the needs of employers, workers, and job seekers in a dynamic economy. The JOB1 Operator and service provider must exemplify high-quality, customer-focused employment and training services.

Respondents should demonstrate their ability to collaborate with multiple partners and offer a range of services to employers, workers, and job seekers based on individual need and employer demand. Successful applications will demonstrate ability and describe strategies to:

- Implement the identified activities;
- Collaborate and innovate;
- Design and develop complex programs with multiple sources of funding;
- Achieve, track, and report outcomes; and
- Meet government accounting and expense requirements.

B. Background

The City of New Orleans Office of Workforce Development oversees the federally sponsored employment and training system funded through the Workforce Innovation and Opportunity Act (WIOA) of 2014.¹ WIOA serves two customer groups: employers and job seekers. The needs of all customers are met through the utilization of a comprehensive workforce system that includes a network of workforce partners linked with education and economic development.

WIOA mandates that each local workforce development area establishes a Workforce Development Board (WDB), which represents business, education, labor, community-based organizations, economic development, and mandated workforce partners. The City of New Orleans Office of Workforce Development (OWD) administers the WIOA program for the City and serves as the administrative entity for the New Orleans Workforce Development Board (NOWDB). The local WDB is responsible for the

¹ Copies of the Workforce Innovation and Opportunity Act can be obtained at www.doleta.gov.

oversight of WIOA-funded programs. The local WDB is also responsible for the selection of the Operator of the local American Job Center/One-Stop Center and the selection of WIOA adult and youth service providers. The local American Job Center/One-Stop Center is known as JOB1 (JOB1 Business and Career Solutions for adults and dislocated workers and JOB1 YouthWorks Career Center for youth).

C. Goals and Desired Outcomes

The shared vision of the Mayor, New Orleans Workforce Development Board (NOWDB), and the City of New Orleans Office of Workforce Development is to utilize the workforce system to increase equity and economic opportunity by targeting the delivery of workforce services to address the labor market needs of high-growth and high-demand industries both locally and regionally, especially for unemployed and underemployed residents. The unemployment rate for Orleans Parish was reported at 5.0% in September 2019. However, the unemployment rate for minorities during the same time period was reported at 9.5%. In September 2020, the unemployment rate for Orleans Parish increased to 12.5%. The increase in the local unemployment rate is attributed to the COVID-19 pandemic. The hospitality industry has seen major impacts from the COVID-19 pandemic.

The NOWDB is focused on ensuring that all New Orleans residents have access to employment and training services that will provide the skills needed to obtain employment with family-supporting wages. The NOWDB will continually assess the needs of businesses and adapt strategies to meet those needs to ensure that the workforce development services delivered to businesses and job seekers are relevant and value-added.

The NOWDB seeks new and innovative service delivery models that will elevate JOB1 as the hub of the local workforce development system. The NOWDB seeks an Operator and WIOA service provider who will:

1. Improve the overall customer experience at the One-Stop Center (i.e. ensuring service delivery strategies address the individual needs of customers, utilizing a family-centered approach for service delivery, providing relevant job readiness workshops, providing qualified staff, and improving the physical appearance of the One-Stop Center);
2. Partner with community-based organizations to provide workforce development services in communities where residents may have difficulties accessing the main One-Stop Center (e.g. New Orleans East, Algiers, and the Lower Ninth Ward);
3. Increase recruitment of dislocated workers and out-of-school youth into WIOA-funded activities (i.e. training, work experience, and OJTs);
4. Increase recruitment of employers in targeted high-growth and high-demand industries that provide employment opportunities with career pathways and family-supporting wages;
5. Increase the utilization of employer-based training (e.g. apprenticeships, on-the-job training, and customized training);
6. Develop youth work experience in occupations that provide career pathways and employment that leads to self-sufficiency;
7. Expand service delivery within the YouthWorks Center and increase the number of out-of-school youth obtaining their high school equivalency and industry-based certifications; and
8. Develop and/or improve partnerships with workforce development partners to effectively connect job seekers to resources needed to address barriers to employment.

D. Current Structure

The local American Job Center/One-Stop Center, known as JOB1, has one comprehensive location that

consists of the JOB1 Business and Career Solutions Center, which administers the WIOA adult and dislocated worker programs, and the JOB1 YouthWorks Center, which administers the WIOA out-of-school and in-school youth programs. JOB1 also includes a collaboration of WIOA-mandated partners, contracted youth service providers, and other community partners that assist with providing the holistic services needed to address barriers to employment.

The current Operator of JOB1 serves as the One-Stop Center Operator and the primary service provider of the WIOA adult, dislocated worker, and youth services provided within the JOB1 Business and Career Solutions Center and the JOB1 YouthWorks Center.

WIOA services provided within the JOB1 Business and Career Solutions Center include career counseling, job search assistance, intensive job readiness, work readiness workshops (i.e. resume writing, interviewing skills, computer literacy), access to training services, supportive services, and follow-up services. The current staffing structure at the adult center is based on a team concept which includes the following teams: (1) Membership, (2) Career Development, (3) Recruitment and Placement, and (4) Business Services. The Membership and Recruitment and Placement teams are staffed as integrated teams consisting of both WIOA-funded and state-funded Wagner-Peyser staff. The Operator is responsible for the day-to-day management (but not the human resource functions) of the Wagner-Peyser staff. The Career Development and Business Services teams are currently staffed with WIOA-funded staff.

The JOB1 YouthWorks Center provides access to the fourteen WIOA youth program elements. The current staffing consists of Youth Career Advisors, a Business Services Representative, and an Education Coordinator. The Youth Career Advisors are responsible for WIOA eligibility, career counseling, guidance counseling, case management, and follow-up services. The Business Service Representative is responsible for securing and managing work experience contracts and assisting youth with obtaining employment. The Education Coordinator is responsible for adult basic education and tutoring services (including ACT Preparation) and work readiness training.

In program years 2017 and 2018, JOB1 averaged approximately 32,000 visits (duplicated) per year. In program year 2018, JOB1 enrolled 815 adults, 372 dislocated workers, and 180 youth in the WIOA program. Additionally, of those enrolled, 245 adults and dislocated workers and 97 youth received training services, including individual training accounts (ITAs), on-the-job training (OJT), and work experience. In program year 2019 there were approximately 18,700 visits to the JOB1 Career Center. The significant decrease in visits is attributed to the cyber-attack on the City of New Orleans and the COVID-19 pandemic. Additionally, in program year 2019 JOB1 enrolled 1033 adults, 512 dislocated workers, and 156 youth in the WIOA program. Of those enrolled, 159 adults and dislocated workers and 122 youth received training services, including individual training accounts (ITAs), on-the-job training (OJT), and work experience.

E. Scope of Work

This RFP solicitation seeks an organization to serve as the Operator and WIOA Service Provider of the JOB1 Business and Career Solutions Center and the JOB1 YouthWorks Career Center. The Operator will coordinate the integration and delivery of all workforce development activities of the local One-Stop system. The JOB1 Operator is responsible for ensuring the availability of all WIOA adult, dislocated worker, and youth services. The Operator is also responsible for the coordination of services provided by the WIOA mandated partners. Organizations representing the mandated partners include:

- Louisiana Workforce Commission - (*Wagner Peysers, Veterans, Trade Adjustment Assistance, and Unemployment Compensation*)
- Louisiana Rehabilitation Services - (*Vocational Rehabilitation*)
- Delgado Community College - (*Adult Education and Career and Technical Education*)
- Odle Management - (*Job Corps*)
- Total Community Action - (*Community Service Block Grant*)
- City of New Orleans Office of Community Development – (*Housing and Urban Development*)
- Louisiana Department of Children and Family Services - (*Temporary Assistance for Needy Families*)
- The National Association for Hispanic Elderly - (*Senior Community Service Employment*)
- Motivation and Education Training, Inc. – (*Migrant and Seasonal Farmworkers Programs*)

Additionally, the JOB1 Operator must understand the local high-growth and high-demand industries and the human resource needs of local employers. The JOB1 Operator will provide the employer recruitment and job placement services for both the WIOA Adult and Youth programs. The Operator’s Employer Services Plan should identify strategies that will be utilized to link employers to a skilled workforce in a timely manner.

1. Operator:

The services provided by the JOB1 Operator will include:

- Coordination of Service Delivery
 - Coordinating the service delivery of required One-Stop partners and service providers;
 - Ensuring the availability and appropriate delivery of all WIOA-mandated career services, training, and supportive services;
 - Facilitating meetings with One-Stop partners;
 - Providing a service delivery system that is heavily focused on employment services and employer-based training;
- Supervision and Management of Staff
 - Providing functional supervision of all One-Stop services, included mandated and voluntary partners;
 - Staffing the JOB1 Business and Career Solutions Center and the JOB1 YouthWorks Career Center WIOA programs and services with highly qualified staff;
- Fiscal Administration and Management
 - Serving as the fiscal agent for the One-Stop and coordinating multiple funding sources;
 - Ensuring adherence to all federal, state, and local requirements;
 - Managing and administering other workforce programs, partners, and providers that are overseen and/or funded by the NOWDB;
 - Administering services on a cost reimbursement basis. (*Organization must have the ability to support staffing, participant costs, training costs, work experience costs, and vendor cost prior to being reimbursed by the City of New Orleans*);
- Compliance with Federal, State, and Local Requirements
 - Developing written policies and procedures in alignment with federal, state, and local policies and regulations;
 - Ensuring that One-Stop partners follow the policies and procedures of the JOB1 Career Center;

- Complying with federal, state, or local reporting requirements;
- Exceeding established federal, state, and local guidelines; and
- Complying with all federal, state, and local programmatic and fiscal monitoring reviews.

In compliance with the Workforce Innovation and Opportunity Act (WIOA), the Operator shall ensure that both basic universal and individualized intensive career and business services are available based on job seekers' and employers' needs. Services provided through the JOB1 Career Center will include the following:

2. Adult and Dislocated Worker Services

Eligibility Determination and Registration: The Operator is required to develop and implement a WIOA eligibility process that is timely and meets federal, state, and local policy requirements without unnecessary delays in providing access to career services. Included in this process, the Operator must determine WIOA eligibility and collect information to support the determination of eligibility.

Resource Room: The Operator must maintain a publicly accessible resource area, including access for persons with disabilities, as part of their WIOA services. This public space and the resources available within it should include:

- Computers with internet access;
- Tutorials for career exploration and job searching;
- Assistance with resume writing;
- Job postings; and
- Information on services, financial aid for non-WIOA training, the labor market, educational programs, and partner programs.

Individuals may receive self-service or informational activities without an eligibility determination.

Workshops: The Operator must ensure the availability of a wide range of informational workshops to job seekers as part of their career services offerings. These workshops should focus on job search and soft skills, such as interviewing techniques, resume preparation, networking, effective communications skills, conflict resolution, computer literacy, and job readiness training. The Operator must develop and post a monthly schedule for all workshops.

Career Services: Career services are staff assisted services provided to job seekers to assist unemployed or underemployed job seekers with obtaining or retaining employment. Career services include comprehensive assessments, development of an individualized employment plan, work readiness workshops, intensive job readiness training, and training services.

Training Services: Training may be made available to individuals if after an interview, assessment, or evaluation and career planning it is determined that the individual:

- i. Is unlikely or unable to obtain or retain employment that leads to self-sufficiency or comparable wages to or higher than wages from previous employment;
- ii. Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher wages from previous employment through career services alone; **and**

- iii. Has the skills and qualifications to successfully participate in the selected program of training services.

The selection of training services should be conducted in a manner that maximizes customer choice and is linked to in-demand occupations. Career Counselors must ensure that job seekers explore other funding options and research performance of relevant training providers. The following items explain the different training options available to participants:

- ***Individual Training Accounts (ITAs):*** ITAs are vouchers to be redeemed at one of the many eligible training providers. Training services are not usually provided directly by the One-Stop, but, rather, the One-Stop facilitates the ITA application and selection process with the job seeker. The actual training is conducted by an approved training provider listed on the Louisiana Eligible Training Providers List (ETPL). The One-Stop's career advisors are expected to assist job seekers with researching and selecting training programs that align with the job seeker's Individualized Employment Plan (IEP). The One-Stop Operator executes all training contracts with training providers.
- ***Alternative Training Models:*** In addition to ITAs, the One-Stop Center is required to coordinate alternative training models with partner training providers so that job seekers are presented a full menu of training options that best suit their needs. Respondents should be knowledgeable in the following training models: Internships/Work Experience, On-the-Job Training, Customized Training, Pre-Apprenticeship Training, and Apprenticeship Training.

Career Pathways: WIOA places a strong emphasis on Career Pathways for both adults and youth. The Operator should apply a Career Pathway approach throughout their service delivery. Career Pathways are defined as a combination of rigorous and high quality education, training and other services that:

- Align with the skill needs of industries in the state or regional economy;
- Prepare an individual to be successful in any of a full range of secondary or postsecondary education options;
- Include counseling to support an individual in achieving the individual's education and career goals;
- Include, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organize education, training, and other services to meet particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- Enable an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Help an individual enter or advance within a specific occupation or occupational cluster.

Follow-up Services: One-Stops must communicate with and monitor the progress of customers throughout enrollment in the program. In addition, follow-up activities must be provided to individuals who have exited from the program for up to one year, as appropriate. Follow-up services tend to be of two major types: (1) retention and advancement services for employed customers and (2) re-employment services for customers who are no longer employed.

3. Employer Services:

Employer Services are a critical component of WIOA basic career service delivery, providing direct value to employers, employer associations, or other such organizations. The NOWDB seeks innovative practices to ensure that the JOB1 Business and Career Solutions Center is responsive to the demands of the employers in the local labor market, including small business, while coordinating with other partners within the workforce system who also provide employer and business engagement services. With high quality and tailored services, the goal is that employers will turn to the career center for hiring needs.

While there are many types of businesses in the region, the career center operator is charged with identifying employers in target industries and occupations. Target companies are those with a significant number of jobs in the region and share the NOWDB's commitment to improving working conditions for their employees. The NOWDB has identified the following seven priority industry sectors based on regional labor market demand:

- i. Advanced Manufacturing
- ii. Healthcare/Bio-Innovation
- iii. Hospitality
- iv. Information Technology
- v. Skilled Crafts including Blue and Green Infrastructure
- vi. Film and Digital Media
- vii. Transportation and Logistics

Additional companies and industries will also be served based on human resource needs.

An employer-driven service delivery system is one that results in providing workforce services and training that meet the needs of employers. The main component of employer services is linking employers to and/or retaining a skilled workforce. Career Centers provide customized business services that may include the following services and activities:

- Customized Recruiting and Screening Services
 - Advertising job openings;
 - Providing customized recruitments;
 - Customized screening of applicants;
 - Providing job profiling;
 - Offering job matching;
 - Providing access to space;
 - Conducting job fairs;
 - Providing outplacement services;
- Access to Training Services
 - On-the-Job Training;
 - Customized training;
- Employer Professional Development Services
 - Educating businesses on various training models available throughout the region.
 - Providing retention services, including working with employers to design strategies and provide support that helps employees stay on the job or advance after placement.

- Facilitating, monitoring, and measuring coordination between centers in region-wide, large employment efforts, including job fairs; and
- Developing and implementing an employer satisfaction survey to measure system-wide coordination for employers.

4. Youth Services

The Operator will be responsible for the provision of WIOA youth services. The purpose of the WIOA youth program is to provide effective and comprehensive activities to in-school and out-of-school youth seeking assistance in achieving academic and employment success. The Operator will serve both out-of-school and in-school youth, with an emphasis on out-of-school youth.

The fourteen (14) WIOA required program elements must be made available to all eligible youth. These program elements provide the foundation upon which Career Advisors build a service strategy for participants. Youth come to the program with unique challenges and strengths. Career Advisors assess their needs, skills, and abilities to develop Individual Service Strategies (ISS) utilizing any or all of the following WIOA youth program elements:

- Tutoring, study skills training and instruction leading to secondary school completion, including dropout prevention;
- Alternative secondary school offerings;
- Paid and unpaid work experiences, including internships and job shadowing, summer employment opportunities directly linked to academic and occupational learning;
- Occupational Skills Training;
- Leadership development opportunities, which include community service and peer-centered activities encouraging responsibilities and other positive social behaviors;
- Supportive Services which include: linkages to community services, assistance with transportation, child care and dependent care, assistance with housing, referral to medical services, assistance with uniforms or other appropriate work attire and work-related tools including such items as eye glasses and protective eye gear;
- Adult mentoring for a duration of at least twelve (12) months, that may occur both during and after program completion;
- Follow-up services which include leadership development and supportive services, regular contact with participant's employer including assistance addressing work-related problems; assistance in securing better paying jobs, career development and further education; work-related peer support groups; adult mentoring; tracking process of youth in employment after training. (All youth participants must receive some form of follow-up services for a minimum duration of twelve (12) months);
- Comprehensive guidance and counseling, as appropriate to the needs of the individual youth;
- Financial Literacy Education;
- Services that provide labor market and employment information;
- Entrepreneurship skills training;
- Education offered concurrently with and training for specific occupation or cluster; and
- Activities that help youth prepare for transition to post-secondary education and training.

The Operator will provide all youth with access to universal services in collaboration with mandated partners. Universal services include the following: job search assistance, job referrals, access to the resource room, and tutoring.

As required by WIOA, a minimum of 75% of the WIOA Youth funds must be expended on out-of-school youth. Additionally, at least 20% of WIOA Youth funds must be expended on work experience activities.

F. Performance Measures

The Operator will be required to meet and/or exceed all performance metrics established by United States Department of Labor (USDOL), the Louisiana Workforce Commission (LWC), and the New Orleans Workforce Development Board (NOWDB). The Operator is required to actively participate in performance management activities including meetings to review performance data, policies, and procedures. Additionally, the Operator is required to provide data related to services delivery, customer characteristics, and customer outcomes.

The current negotiated WIOA performance measures for adults, dislocated workers, and youth include the following:

WIOA Common Measures	PY 20 and PY 21 Local Goals
WIOA Title I Adult	
Entered Employment Rate 2 nd Quarter After Exit	64.0%
Entered Employment Rate 4 th Quarter After Exit	66.0%
Median Earnings in the 2 nd Quarter After Exit	\$4,950
Credential Attainment Rate	69.0%
Measurable Skill Gains	57.0%
WIOA Title I Dislocated Worker	
Entered Employment Rate 2 nd Quarter After Exit	66.5%
Entered Employment Rate 4 th Quarter After Exit	70.0%
Median Earnings in the 2 nd Quarter After Exit	\$6,700
Credential Attainment Rate	75.0%
Measurable Skill Gains	55.0%
WIOA Title I Youth	
Education or Training Activities or Entered Employment Rate 2 nd Quarter After Exit	73.0%
Education or Training Activities or Entered Employment Rate 4 th Quarter After Exit	70.0%
Median Earnings in the 2 nd Quarter After Exit	\$2,500
Credential Attainment Rate	59.0%
Measurable Skill Gains	45.0%
Title III Wagner-Peyser Employment Services	
Entered Employment Rate 2 nd Quarter After Exit	62.0%
Entered Employment Rate 4 th Quarter After Exit	62.0%
Median Earnings in the 2 nd Quarter After Exit	\$4,500

The NOWDB will also establish additional performance measures, which may include the following:

Customers engaged and served

- Percentage of customers satisfied with customer service;
- Number of customers accessing services at the main One-Stop Career Center and affiliate centers
- Number of customers served residing in areas with high unemployment rates, including New Orleans East, Algiers, and the Lower Ninth Ward;
- Percentage of customers engaged in key services, including workshops, hiring events, and job referrals;

WIOA enrollment and training services

- Number and percentage of customers enrolled in WIOA services;
- Number and percentage of out-of-school youth and dislocated workers engaged in WIOA services and training;
- Number and percentage of customers receiving training services (including ITAs, work experience, OJTs, and customized training);
- Number and percentage of customers receiving training services who complete training and obtain credentials;

Employment and wage outcomes

- Number of customers placed in employment through staff assistance;
- Number and percentage of training recipients obtaining employment with family-sustaining wages;
- Number and percentage of customers from priority populations obtaining employment with family-sustaining wages;

Employer engagement

- Number of on-site employers hiring and recruitment events;
- Number of new employers posting quality jobs with the JOB1 Business and Career Solutions Center;
- Percent of employers satisfied with customer service;
- Number of employers that provide at a minimum the local living wage as define by the City of New Orleans;

Partner organization collaboration

- Number of co-located partners and amount of funding leveraged;
- Number of customers receiving support from partner organizations, including related to housing support, behavioral health services, vocational rehabilitation services, veteran's services, child care, transportation, food, clothing, etc.;

Center management

- Staffing: Number and length of vacancies, quarterly workforce turnover; and
- Budget: On target spending in for staffing, services, training, etc.

G. Desired Organizational Capacity

1. Fiscal Agent

The contractor will demonstrate the ability to adhere to the following fiduciary responsibilities:

- a. Administer services on a cost reimbursement basis. Organization must have the ability to support staffing, participant costs, training costs, work experience costs, and vendor cost prior to being reimbursed by the City of New Orleans.
- b. Comply with federal, state, or local fiscal reporting requirements.
- c. Maintain accurate accounting records.
- d. Provide timely reimbursement to subcontractors and vendors.
- e. Comply with all federal, state, and local fiscal monitoring reviews.

2. Program Management

The contractor(s) will demonstrate the ability to adhere to the following programmatic responsibilities:

- a. Possess at least three (3) years of experience operating a workforce employment and training program for adult and/or youth. This includes demonstrated experience conducting career counseling, career assessments, job placement assistance, job readiness workshops, training, and employer recruitment.
- b. Identify professional and qualified staff.
- c. Prepare and analyze programmatic and fiscal reports for federal, state, and local officials.
- d. Identify, recruit, and engage disconnected youth and the young adult population.
- e. Partner with other organizations that provide services with a comprehensive approach, including mentoring and counseling services.
- f. Operate a workforce service delivery system that exemplifies the vision of the New Orleans Workforce Development Board and the City of New Orleans.
- g. Collaborate with the mandated WIOA partners and other partners providing workforce development and training services.
- h. Understand how to deliver high quality, customer-centered services.
- i. Prepare and analyze reports for the Workforce Development Board and the City of New Orleans Office of Workforce Development.
- j. Represent JOB1 to the community as a knowledgeable and highly qualified workforce development resource.

3. Leveraging Resources

The contractor(s) will demonstrate the ability to adhere to the following:

- a. Leverage public funding with private and philanthropic funding.
- b. Identify local partners that will partner with your organization to leverage resources to provide job seekers, adult, dislocated workers, and youth with a holistic service delivery system.
- c. Identify local partners that will partner with your organization to coordinate employer recruitment strategies (i.e. Economic Development Entities)

I. Eligible Respondents

The respondent may be a private for-profit, non-profit, or a government agency. Elementary and secondary schools are not eligible bidders. Eligible respondents include:

- Institutions of higher education;
- Community organizations;
- Non-traditional public schools, e.g., night or adult school, career or technical education school;
- Workforce intermediaries;
- Business organizations, including chambers of commerce;

- Labor organizations;
- Staffing or talent companies;
- A consortium of public agencies. If the consortium is made up of career center partners, it must include a minimum of three of the WIOA required partners.

Respondents may submit proposals in which subcontractors are identified to provide program components. Respondents may also identify organizations with which they will collaborate to enhance the project design.

However, any proposal submissions from a collaboration of two or more entities should clearly provide the following information in the narrative portions of the proposal:

- Identify the lead agency for the collaborative partnership;
- State the roles and responsibilities of each collaborator;
- Include an organizational chart for each organization and for the collaborative;
- Describe how funds will flow within the collaborative;
- Identify the percentage of each partner’s fiscal responsibility;
- Identify the qualified fiscal agent for the collaborative partnership.

Successful respondents must have the demonstrated ability to innovate; to design and develop complex programs with multiple sources of funding; to achieve, track and report outcomes; and to meet government accounting and expense requirements. The agreement between the City of New Orleans, the New Orleans Workforce Development Board, and the One-Stop Operator shall specify the operator’s role.

Any private for-profit entity considering applying to be the Operator must understand that they are required to adhere to the Uniform Guidance at 2 CFR part 200. Department of Labor’s (DOL) adoption of the Uniform Guidance at 2 CFR 2900.2 expands the definition of ‘non-Federal entity’ to include ‘for-profit’ and ‘foreign’ entities. As such, any private for-profit entity that is a direct grant recipient or sub-recipient of a DOL award must adhere to the Uniform Guidance. Procurement standards under the Uniform Guidance at 2 CFR 200.323(b), require that profit be negotiated separately from the price in addition to a cost analysis and/or price analysis. The City and the NOWDB will conduct such negotiations should a for-profit entity be selected. Records documenting or detailing the procurement history, including the negotiation and analysis of profit, will be maintained by all entities (2 CFR 300.318(h)(i)).

J. Funding

The City of New Orleans received an allocation of approximately \$4.8 million (Adult: \$1.77 million, Dislocated Worker: \$1.2 million, and Youth: \$1.8 million) for program year 2020 (July 1, 2020 – June 30, 2021) for the operations of the Workforce Innovation & Opportunity Act (WIOA) employment and training program. There are two cost categories for WIOA funds: administrative and program costs. The administrative costs are associated with the operation and supervision of the Business and Career Solutions Centers and must not exceed 10% of the total allocation. The program costs are associated with the delivery of direct services to business and job seeker customers.

Respondents should not include any facilities costs when developing the budget. The facilities costs for rent and utilities will be covered by the City of New Orleans. The City currently leases space at 3400 Tulane Avenue for the operations of the JOB1 Business and Career Solutions Centers and the JOB1

YouthWorks Career Center. The Contractor will have access to all furniture and equipment stationed at the current JOB1 Center.

Note: The City has not received its WIOA allocation for program year 2021 (July 1, 2021 – June 30, 2022). The availability of funding and the contract award amount will be based on the WIOA allocation received from the Louisiana Workforce Commission for PY 2021.

K. Contract Type and Term

Contracts executed as a result of this RFP process will be paid through cost reimbursement unless otherwise specified. Final contracts will be subject to any changes in legislation, regulations or policies promulgated by the funding sources. The City of New Orleans and the New Orleans Workforce Development Board (NOWDB) reserves the right to vary or change the terms of any contract executed as a result of this RFP, including funding levels, scope of services, performance standards, referral sources or partnerships, and contract term, as deemed necessary. The contract negotiation process and available funding may impact the staffing and service delivery model proposed.

It is anticipated that the term of the contract awarded for the RFP will be for twelve (12) months, from July 1, 2020 to June 30, 2021, with an option to renew for up to three (3) additional years based on the vendor's performance outcomes. The contract is for WIOA Adult, Dislocated Worker and Youth funding and may also include other workforce development funding provided by the United States Department of Labor, the Louisiana Workforce Commission, or the City to address the workforce and educational needs of youth, job seekers and employers.

The terms of the contract for this RFP process will be based on the availability of funds. The City and the NOWDB reserves the right to cancel, delay, amend, or reissue this RFP.

L. Response Components and Content

a. Cover Letter/Title Page

Provide a signed cover letter/title page that shows the RFP number and subject, the name of your firm, address, email address, telephone number(s), facsimile machine number(s), name of contact person and date.

b. Table of Contents

Clearly identify the materials by section, page number, and tabs.

c. Letter of Transmittal

The Letter of Transmittal shall not exceed one page. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

d. Executive Summary

The Executive Summary shall not exceed three (3) pages, be letter size with 12-point font, and with no less than one-inch margin on both sides. The Executive summary should include the following:

- a) Provide a description of your organization to include your mission, vision, and values.
- b) Demonstrate your understanding of the local workforce development system.
- c) Briefly describe your experience providing workforce development services.
- d) Briefly describe why your organization is seeking award of this RFP and any unique or innovative aspects that may set your organization apart from others.

e. Project Narrative

Proposals should contain a clear and comprehensive response to all requirements and questions in the order contained herein. The Project Narrative shall not exceed forty (40) pages, be letter size with 12-point font, and with no less than one-inch margin on both sides. Sections should be ordered as following:

a) Respondent Type

- Provide a concise description of your organization including the legal status of the organization, the governance structure, and goals along with the major programs currently offered.
- Explain how your mission and other programs align with this funding opportunity.
- Estimate what percentage of your organization’s overall work would be represented by this contract.

b) Specialized Experience and Technical Competence

- Describe your organization’s experience in administering workforce development employment and training services, including WIOA Adult, Dislocated Worker, and Youth services and any other relevant experience within the past three years in providing services as described in this RFP.
- Describe your organizational structure and the proposed One-Stop Center’s relationship to that structure.
- If the One-Stop Center is to be operated by a parent organization, explain the relationship between the Center and overseeing organization, and specifically what the parent organization will provide.

c) Performance History and Goals

- Describe strategies that will be utilized to ensure attainment of the WIOA-negotiated performance goals for adults, dislocated workers, and youth. (*Please reference Section F: “Performance Measures: WIOA Common Measures”*).
- Describe any past performance on WIOA-negotiated performance goals.
- Describe any past and/or current performance measures required of your organization along with other key benchmarks and outcomes such as: total served, total placements to plan, percent of positive exits.
- Explain your process for internally monitoring your ongoing performance. Describe how you will evaluate and assess both the effectiveness and quality of the program. Identify who will be responsible for data collection, analysis, reporting and general oversight.
- Provide three (3) current or past examples where your organization has worked with employers to identify and address their needs. Explain both the process used and outcomes achieved.

d) Program Design

i. ***One-Stop Operator Services***

- Describe your strategies for developing and enhancing coordination with WIOA mandated partners. Describe how you will work on site to achieve an integrated system where customer service and performance are high priorities.
- Describe organization's experience with developing and maintaining Memorandums of Understanding with partners.
- Describe any cross training of all Career Center staff (including partner staff). Explain the impacts or desired results from cross training.
- Describe any strategies, policies, or universal forms that you will implement to foster alignment and service integration among One-Stop partners.
- Describe strategies your organization will utilize as the One-Stop Operator to oversee, monitor, and evaluate the performance of the One-Stop WIOA service provider, mandated partners, and other partners providing services within the local workforce system.
- Describe the internal controls your organization will utilize to ensure separation of your organization's role as the One-Stop Operator from your organization's role as the WIOA service provider.
- Describe strategies you will implement as the One-Stop Operator to prevent conflicts of interest when monitoring and evaluating the performance of the services delivered by your organization as the One-Stop WIOA service provider.

ii. ***Adult and Dislocated Worker Services***

Service delivery strategies for the provision of Adult and Dislocated Worker services as mandated in WIOA:

- Describe the basic career services offered to job seeking customers including but not limited to workshops, job readiness training, and individualized job matching. Describe these services and explain their value to the job seeker. Identify the frequency and availability of career services. Describe how customers will flow through the service delivery process. Provide a service delivery flow chart.
- Explain your approach to providing customer-centered and family-centered services.
- Describe the process for developing and managing an individual employment plan.
- Describe how you will connect customers to career pathways in high-demand and high-growth industries.
- Describe how you will connect clients to the full range of services provided by the education and workforce partners, including adult basic education, higher education, job training, and tailored services.
- Describe your follow-up strategies and how they will enhance job retention and growth along career pathways.
- Describe your plan to partner with local social service organizations, educational institutions, and community-based organizations to provide

customers access to the holistic services needed to address barriers to employment.

- Describe plans to partner with community-based organizations (e.g. libraries) to provide access to services in New Orleans East, Algiers, and the Lower Ninth Ward.
- Describe innovative strategies to provide services to special populations (e.g. individuals with criminal backgrounds, individuals with basic skills deficiency, older workers, limited English speakers, and individuals with disabilities).
- Describe what makes your service delivery strategies unique, innovative, and effective.

iii. Youth Services

Service delivery strategies for the provision of Youth services as mandated in WIOA:

- Describe services that will be provided within the JOB1 YouthWorks Career Center, including but not limited to educational services, workshops, job readiness training, and individualized job matching.
- Describe how customers will flow through the service delivery process. Provide a service delivery flow chart.
- Explain your approach to providing customer-centered and family-centered services.
- Describe the process for developing and managing an Individualized Service Strategy (ISS).
- Describe innovative strategies to provide services to special youth populations (e.g., justice involved youth, homeless youth, and youth with disabilities).
- Describe your plan to partner with local social service organizations, educational institutions, and community-based organizations to provide youth access to the holistic services needed to address barriers to employment and/or education.
- Describe in detail your outreach strategies for engaging and recruiting out-of-school youth.
- Describe how you will connect youth to career pathways in high-demand/high-growth industries. Describe how you will connect youth to the full range of services provided by the education and workforce partners, including adult basic education, higher education, job training, and tailored services.
- Describe your follow-up strategies that will be utilized in the assist youth and how they will enhance job retention and growth along career pathways.
- Describe what makes your youth service delivery strategies unique, innovative, and effective.

iv. Employer Services

- Describe your proposed business service model and services that will be provided to employers. Describe how you will ensure that service delivery strategies are focused on the needs of employers.
- Explain how you will align your business strategies with regional workforce and economic development priorities.

- Explain how you will utilize labor market information in targeting businesses.
- Describe strategies for outreaching to businesses within the priority industries and that provide wages that at minimum meet the local living wage as defined by the City of New Orleans;
- Describe your strategies for pursuing new business relationships and addressing business workforce needs. Describe how you will reach businesses across the region and across different industries. Identify any tools, data or surveys to be used.
- Describe strategies related to recruiting and screening job seekers for employers.
- Describe the most common reason an individual is not hired when presenting job seekers to employers. Describe the techniques or strategies you will utilize to maximize interview to hire ratios.
- Describe what makes your employer services unique, innovative, and effective.

e) Staffing Plan

- Describe your proposed staffing plan for the Business and Career Solutions Center and the YouthWorks Career Center. It should specify staffing levels and position titles. (*Reference Section D: “Current Structure” for information regarding the current staffing structure and volume of customers.*)
- Discuss your agency’s overall staffing and management structure and the extent to which this adequately supports program operations and goal attainment.
- Attach an organizational chart for the center.
- Describe the special skills and expertise required to be a career advisor/career counselor, business service representative, and other staff within your organization. Describe how you will measure the success of the career counselors and business service representatives. Describe the indicator that will be utilized to best measure the impact your staff have on their job seeker and employer customers.
- Provide job descriptions for all staff positions for this project. Job descriptions should specify job duties, required qualifications, position is full or part-time.
- Provide resumes or summaries of current key personnel that will assigned to this project. Resumes should include names, titles, description of positions held, qualifications and education attainment.

f) Financial Plan

The Financial Plan must clearly spell out the financial management and funding plans by the lead agency for the operations and service provisions of the JOB1 Business and Career Solutions Center and JOB1 YouthWorks Career Center. The plan should include how and what oversight will be in place to ensure sound and accurate supervision of expenditures.

- Provide a description of the administrative and financial management capabilities of the organization and capacity to provide services on a cost reimbursement basis. Describe the qualifications of the organization’s key program management and financial staff and what extent will they be involved with this project. (*Organization must have the ability to support staffing, participant costs, training*)

costs, work experience costs, and vendor cost prior to being reimbursed by the City of New Orleans.)

- Describe plan to monitor and track obligations and expenditures. Describe plan to maintain accurate accounting records.
- Describe how financial information will be made available for monitoring and auditing purposes.
- Describe the strategies that will be utilized to ensure all supportive services, training invoices, and routine payment requests are received, verified, documented, processed, and paid in a timely manner.
- Payment to participants: Describe the checks and balances for persons receiving supportive service and/or need-based payments. Provide a detailed calendar of how and when payments will be issued.
- Describe the plan that will be used to ensure timely expenditure of all funding categories.
- Include any fee-for-service plans, showing whether available for employers, individual customers or both. The plan should identify the expected revenue for the program year. Any income earned as a result of services provided by the grant must be reinvested into the system. Tentative use for this revenue should be provided by category, such as expanded services, marketing of center, new staff, facilities, equipment, etc. These tentative plans will not restrict use of these funds by any successful bidder.

Note:

- *A full line of business insurance is required for any facility. This coverage must include:*
 1. *General Liability*
 2. *Business Personal Property including Fire and Theft*
- *Worker's Compensation must be provided for the operating entity, covering its employees and work experience participants.*

g) Leveraging Resources

- Describe organization's history of leveraging public funding with private and philanthropic funding.
- Identify local partners that will leverage resources to provide job seekers with a holistic service delivery system.

M. Price Proposal

Vendor's Price Proposal Requirements *(Note: A sample budget form is attached):*

- Provide the proposed funding requested through this RFP.
- Provide a line-item budget and detailed narrative of the proposed operational costs of staff (including staff time allocation and fringe benefits), direct participant services (including training tuition costs, work experience/internship wages, on-the-job training, and supportive services) and administrative cost.

Sample Budget Form

Submit Separate Line Item Budget Tables for WIOA Title I Adult, Dislocated Worker, and Youth (Out-of-School and In-School)

Program Services	WIOA Title I Adult, Dislocated Worker, Youth (Out-of-School), <u>or</u> Youth (In-School)	Non DOL Funding	In Kind	Total
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

List Items – List each line item such as salaries, fringes, supplies, travel, training, supportive services, etc.

Administrative	WIOA Title I Adult, Dislocated Worker, Youth (Out-of-School), <u>or</u> Youth (In-School)	Non DOL Funding	In Kind	Total
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

List Items – List each line item such as salaries, fringes, indirect, travel, etc.

Salaries & Fringes Schedule	WIOA Title I Adult, Dislocated Worker, Youth (Out-of-School), <u>or</u> Youth (In-School)	Non DOL Funding	In Kind	Total
1.				
2.				
3.				
4.				
5.				
FICA				
Workers' Comp				
SUTA				
Health				
Other				

List Items – List each position. Insert more rows after #5 as needed.

City of New Orleans, Louisiana
Request for Proposals/Qualifications
JOB1 One-Stop Operator and WIOA Service Provider
February 10, 2021

Attachment “B”

CONTRACT TERMS AND CONDITIONS

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

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

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

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

3. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

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

5. AUDIT AND INSPECTION:

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

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

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

A. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

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

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

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

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

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

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

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

12. **DECLARED DISASTER**.

A. **Declaration**. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by

the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

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

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

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

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

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

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

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

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

C. Cooperation. The Contractor shall:

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

- a. Copies of written contracts with DBE Entities and purchase orders;
- b. Documentation of payments and other transactions with DBE Entities;
- c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
- d. Any other records required by the OSD.

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

- 4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
- 5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD may grant a post-award modification request if:

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

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

14. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

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

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

17. NON-DISCRIMINATION

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

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor’s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business,

social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

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

19. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for four (4) additional one-year terms.

20. FORCE MAJEURE.

A. **Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

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

C. **Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

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

22. INDEMNIFICATION.

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

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

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

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

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

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

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

26. LIVING WAGES.

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

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

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");

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

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

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

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

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

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

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

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during

the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

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

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

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

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

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

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

33. PERFORMANCE MEASURES.

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

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

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

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

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

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

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

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

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

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

41. TERMINATION FOR CAUSE. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original

written notice of termination for cause was sent to the challenging party; no further notice will be required.

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

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

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

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

[END OF ATTACHMENT "B"]

**City of New Orleans, Louisiana
Request for Proposals
JOB1 One-Stop Operator and WIOA Service Provider
February 10, 2021**

Attachment “C”

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

(Must be submitted with proposal)



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-3 | **DBE PARTICIPATION PLAN**

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

RESPONDENTS: *This completed form must be furnished to the Bureau of Purchasing with your proposal. You must complete every section of the form or your proposal may be deemed non-responsive. If a section is not applicable to your proposal, you must explain why it is not applicable or your proposal will be deemed non-responsive. You must submit your response on the DBE Responsiveness Form 3 or your proposal will be deemed non-responsive. You may use additional pages as warranted.*

RFP/RFQ/Solicitation #: _____

Date: ____/____/____

Description: _____

Name of Respondent: _____

Please check the appropriate space:

- The respondent is committed to the contract goal of _____ % DBE utilization. (If selected, you must complete and submit DBE Compliance Form 1 in order to be awarded a contract.)
- The respondent is unable to meet the DBE contract goal, but is committed to a minimum of _____ % DBE utilization and will submit documentation demonstrating good faith efforts. (If selected, you must complete and submit DBE Compliance Form 1 and/or DBE Compliance Form-2 along with all required supporting documentation in order to be awarded a contract.)

SECTION I - DBE COMMITTEMENT TO CONTRACT GOAL: You must list all DBE firms that you have identified to participate on the contract. **PLEASE NOTE:** Every DBE firm listed must be utilized on the project. To remove and/or replace a DBE firm you must submit a DBE Removal/Substitution Request Form 4 and receive approval from the Office of Supplier Diversity to remove and/or replace the firm.

DBE FIRM & NAME of DBE	PHONE	SOURCE OF CERTIFICATION (SLDBE or LAUCP)	SCOPE OF WORK TO BE PERFORMED BY THE DBE	ESTIMATED VALUE of PROPOSED DBE CONTRACT (If Known)	ESTIMATED % OF TOTAL CONTRACT
1.				\$	%
2.				\$	%
3.				\$	%
4.				\$	%
5.				\$	%
6.				\$	%
7.				\$	%
8.				\$	%
9.				\$	%
10.				\$	%
TOTALS				\$	%



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS

DBE Compliance Form-3 | **DBE PARTICIPATION PLAN**

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

SECTION II - DBE CONFIRMATION: For the DBE firms listed above, please provide the name and signature of the firm's authorized representative.

NAME OF DBE FIRM	PRINT NAME OF DBE FIRM'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF DBE FIRM'S AUTHORIZED REPRESENTATIVE	DATE

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

SCOPE OR PORTIONS OF WORK IDENTIFIED FOR DBE PARTICIPATION	ESTIMATED % OF CONTRACT VALUE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
TOTAL	



OFFICE OF SUPPLIER DIVERSITY
CITY OF NEW ORLEANS
DBE Compliance Form-3 | **DBE PARTICIPATION PLAN**

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

SECTION IV - PAST PERFORMANCE: You must provide details of your firm's past performance in compliance with DBE goals.

AGENCY NAME	PROJECT NAME	COMPLETION DATE	DBE PARTICIPATION ACHIEVED	OSD VERIFICATION

SECTION V - OTHER: Please provide narrative details of any other efforts your firm will conduct to attain the DBE goal.

**City of New Orleans, Louisiana
Request for Proposals
JOB1 One-Stop Operator and WIOA Service Provider
February 10, 2021**

Attachment “D”

TAX CLEARANCE AUTHORIZATION

CITY OF NEW ORLEANS

TAX CLEARANCE AUTHORIZATION

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

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

REAL ESTATE TAX NUMBER:

PERSONAL PROPERTY TAX NUMBER:

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

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

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____. The above clearance may be revoked for failure to pay sales tax.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____.

COLLECTOR OF REVENUE – PRINT NAME

DATE

TREASURY CHIEF – PRINT NAME

DATE

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

DIRECTOR OF FINANCE – PRINT NAME

DATE

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

INSTRUCTIONS

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

It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

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

Real Estate/Personal Property Tax

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

Sales Tax/Occupational License

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

Attachment "E"
CITY OF NEW ORLEANS
IDENTIFICATION OF SUBCONTRACTORS

STATE OF LOUISIANA

PARISH OF _____

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

1. He/She is the _____ and authorized representative of _____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to City of New Orleans Proposal # _____.
3. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Respondent's work for the City. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project, they must be promptly identified to the City User Department within 48 hours of the change. The official change may not take place unless and until the City provides its written approval.

Person(s) and Company Name (if applicable)

Respondent Representative (Signature)

(Print or type name)

(Address)

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

Notary Public (signature)
Notary ID#/Bar Roll #

Attachment "F"

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

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

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

5. The Respondent submits the attached proposal in response to City of New Orleans Proposal # _____.

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

- does not exist
- exists
- may exist

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

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

Respondent Representative (Signature)

(Print or type name)

(Address)

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

Notary Public (signature)
Notary ID#/Bar Roll #

Attachment "G"

AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS

STATE OF LOUISIANA

PARISH OF _____

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

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

2. The Respondent submits the attached proposal in response to City of New Orleans Proposal # _____.

3. The Respondent hereby confirms that _____ (*entity*) is

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

unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

_____.

Respondent Representative (Signature)

(Print or type name) (Address)

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

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

**City of New Orleans, Louisiana
Request for Proposals/Qualifications
JOB1 One-Stop Operator and WIOA Service Provider
February 10, 2021**

**ATTACHMENT “H”
SAMPLE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NAME OF CONTRACTOR
RFQ/RFP NUMBER
TITLE OF RFQ/RFP**

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and **NAME OF CONTRACTOR**, represented by **NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY** (the “**Contractor**”). The City and the Contractor may sometimes collectively referred to as the “**Parties.**” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on **DATE OF RFQ**, the City issued a request for qualifications **RFQ NUMBER** seeking qualified persons to provide professional services including **SHORT DESCRIPTION OF SERVICES** (the “**RFQ**”);

WHEREAS, the Contractor submitted a proposal dated **DATE OF PROPOSAL**, and the City has selected the Contractor to perform the professional services described in the RFQ.

WHEREAS, on **DATE OF RFP**, the City issued a request for proposals **RFP NUMBER** to qualified contractors under the RFQ to provide professional services including **SHORT DESCRIPTION OF SERVICES** (the “**RFP**”); and

WHEREAS, the Contractor submitted a proposal dated **DATE OF PROPOSAL**, and the City has selected the Contractor to perform the professional services described in the RFP.

or

WHEREAS, on **DATE OF RFP**, the City issued a request for proposals **RFP NUMBER** seeking qualified persons to provide professional services including **SHORT DESCRIPTION OF SERVICES** (the “**RFP**”); and

WHEREAS, the Contractor submitted a proposal dated **DATE OF PROPOSAL**, and the City has selected the Contractor to perform the professional services described in the RFP.

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

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

A. **Services.** The Contractor will, in accordance with the schedule approved by the City:

1. **INSERT SCOPE OF SERVICES, TASKS, DELIVERABLES, AND/OR PERFORMANCE MEASURES IN ACCORDANCE WITH EITHER THE RFP OR CONTRACTOR'S PROPOSAL;**

2. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP; the Contractor's proposal dated **DATE OF PROPOSAL.**

3. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

4. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, at no additional compensation;

5. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

6. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the City within thirty (30) days after the approval of the associated plan change or amendment; and

7. Cooperate with the City and any person performing work for the City.

The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. **Standards.** The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with **IDENTITY ANY PROFESSIONAL OR OTHER STANDARDS YOU ARE AWARE OF AND THAT ARE SPECIFICALLY APPLICABLE TO THESE SERVICES.**

C. **Compliance with Laws.** The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances, including, without limitation, **IDENTIFY ANY LEGAL REQUIREMENTS THAT YOU ARE AWARE OF AND THAT ARE SPECIFICALLY APPLICABLE TO THESE SERVICES.**

D. **Schedule.**

1. The Contractor will perform all work under this Agreement according to the following schedule:

INSERT APPLICABLE SCHEDULE

The Contractor will submit a proposed progress schedule to the City within fourteen (14) calendar days of receiving written authorization to proceed from the City. At a minimum, the proposed progress schedule must include the following information and be arranged so the actual progress can be shown as work is completed: **INSERT ANY APPLICABLE SCHEDULE REQUIREMENTS.**

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. Invoices.

1. The Contractor will submit **INSERT CHOICE BETWEEN MONTHLY – QUARTERLY – OR OTHER** invoices for work performed under this Agreement to the City no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information and supporting documentation: **LIST INFORMATION AND DOCUMENTS REQUIRED TO BE SUBMITTED WITH INVOICE.**

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

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

F. Records and Reporting.

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

2. The Contractor will identify any reporting requirements, including the frequency, method and contents.

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

G. Audit and Inspection.

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

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

H. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

INSERT ANY APPLICABLE INSURANCE REQUIREMENTS APPROVED BY THE CITY'S RISK MANAGER

a. Minimum Requirements:

- i. Commercial General Liability (“CGL”):
 - ii. Worker’s Compensation:
 - iii. Professional Liability (Errors and Omissions):
- b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. Additional Insured Status.
 - ii. Primary Coverage.
 - iii. Claims Made Policies.
 - iv. Waiver of Subrogation.
 - v. Notice of Cancellation.
 - vi. Acceptability of Insurers.

2. The Contractor will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: RFP or RFQ No. xxxxxx) within ten (10) calendar days of the Effective Date and at any other time at the City’s request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement;
 - b. Copy of the fully executed Agreement;
 - c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
 - d. Statements disclosing any policy aggregate limit.
3. Without notice from the City, the Contractor will:
- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
 - b. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
 - c. Notify the City’s Risk Manager in writing within forty-eight (48) hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

I. Indemnity.

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

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

3. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

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

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

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

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

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

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

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

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

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

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

C. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

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

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

ARTICLE III - THE CITY'S OBLIGATIONS

A. Administration. The City will:

- 1.** Administer this Agreement through the **NAME OF THE CITY DEPARTMENT RESPONSIBLE FOR MONITORING THIS AGREEMENT**;
- 2.** Provide the Contractor **IDENTIFY ANY SPECIFIC DOCUMENTS TO BE PROVIDED** and other documents deemed necessary for the Contractor's performance of any work required under this Agreement;
- 3.** Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor; and
- 4. INSERT ANY ADDITIONAL OBLIGATIONS FOR THE CITY.**

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

- 1.** The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;
- 2.** The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
- 3.** The City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and
- 4.** All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.
- 5.** The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from

or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

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

ARTICLE IV - COMPENSATION

A. Rate of Compensation.

1. The City will pay the Contractor in accordance with the following rate: **INSERT RATE OF COMPENSATION.**

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

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

4. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is **INSERT WRITTEN MAXIMUM DOLLAR AMOUNT** Dollars and **INSERT WRITTEN MAXIMUM CENTS AMOUNT** Cents (**\$INSERT NUMERICAL MAXIMUM DOLLAR AMOUNT**).

ARTICLE V - DURATION AND TERMINATION

A. Initial Term. The term of this agreement shall be for one (1) year, beginning the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

B. Extension. This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for four (4) additional one-year terms.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least thirty (30) calendar days before the intended date of termination.

D. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

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

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

ARTICLE VI – DECLARED DISASTER

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

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

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

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

ARTICLE VII - PERFORMANCE MEASURES

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

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

ARTICLE VIII – LIVING WAGES

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used

but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

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

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

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

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

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

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

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

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO

and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

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

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

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

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor’ use of DBE subcontractors/suppliers (“DBE Entities”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

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

C. Cooperation. The Contractor shall:

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

- c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
- d. Any other records required by the OSD.

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

- 4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
- 5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor’s control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document “Good Faith Efforts” to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing “Good Faith Efforts” in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the

established percentage or terms. In such case, the Contractor shall use and document “Good Faith Efforts” to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE X – FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

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

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XI - NON-DISCRIMINATION

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

disability, national origin, sexual orientation, creed, culture, or ancestry.

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

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

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

ARTICLE XII - INDEPENDENT CONTRACTOR

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

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

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

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

ARTICLE XIII - NOTICE

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

1. To the City:

**NAME AND ADDRESS OF THE CITY DEPARTMENT RESPONSIBLE FOR
MONITORING THIS AGREEMENT**

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Contractor:

NAME AND ADDRESS OF POINT OF CONTACT FOR CONTRACTOR TO RECEIVE NOTICES

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

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

ARTICLE XIV - ADDITIONAL PROVISIONS

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

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

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

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

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

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

G. Exhibits. The following exhibits will be and are incorporated into this Agreement: **INSERT LIST OF ALL EXHIBITS.**

H. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the

residence of the Contractor.

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

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

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

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

M. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; **INSERT ANY APPLICABLE.**

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

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

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

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

R. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable

provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

IN CASE OF USE OF CDBG FUNDS, ADD THIS PROVISION:

S. Special Conditions for CDBG Contracts. The “CDBG Compliance Provisions for Professional Services Contracts,” attached as Exhibit “___” to this Agreement, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents, to the contrary, upon the City’s notice to the Contractor that the City intends to seek reimbursement from the Community Development Block Grant Program in connection with the work to be performed under this Agreement.

T. Subcontractor Reporting. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with the Contractor’s work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days’ written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

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

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

ARTICLE XV - COUNTERPARTS

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

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
LaTOYA CANTRELL, MAYOR

Executed on this _____ of _____, 20__

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NAME OF CONTRACTOR

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

FEDERAL TAX I.D. OR SOCIAL SECURITY NO.

[END OF ATTACHMENT "H"]