REQUEST FOR PROPOSALS
UTILITIES REGULATION CONSULTING SERVICES

RFP NO. 7101-01446

OFFICE OF INSPECTOR GENERAL
CITY OF NEW ORLEANS

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GENERAL INFORMATION

The Office of Inspector General (OIG) is New Orleans' sole governmental oversight agency. The OIG mission is to prevent and detect fraud and abuse and to promote efficiency and effectiveness in City of New Orleans (City) programs and operations.

The OIG exercises unlimited access to all documents and financial information pertaining to the functions, activities, processes, and operations conducted by City government. The OIG audits, evaluates, and inspects City programs and issues its findings in public reports that identify opportunities for improved performance and practical recommendations for change.

OVERVIEW

New Orleans is one of only two cities in the United States that exercises regulatory authority over an investor-owned utility. Although this practice was once commonplace, cities across the country have ceded these regulatory responsibilities to state-level agencies as utilities have grown in size and complexity.[1]

The OIG objective is to determine whether the City's current regulatory model operates efficiently and effectively at the lowest possible cost to ratepayers and taxpayers. We are seeking technical assistance from a qualified consultant to provide a detailed assessment of the strengths and weaknesses of the City's current regulatory structure and to recommend a regulatory model that would best serve the interests of New Orleans and its ratepayers.

1. ADMINISTRATIVE INFORMATION

1.1 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the OIG Chief Procurement Officer as listed below.[2]

Mr. Aaron Malone
Office of Inspector General
525 St. Charles Avenue
New Orleans, LA 70130
amalone@nolaoig.org

The OIG will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Verbal inquiries are not permitted. Written inquiries must be received by **April 5, 2013 at 4:00 p.m. CDT**. The OIG reserves the right to modify the RFP should a change be identified that is in the best interest of the OIG.

[1] Washington, D.C. also regulates its gas and electric utilities; however, there is no corresponding state-level agency to perform those tasks.

[2] All questions regarding this RFP should be sent to Mr. Aaron Malone and all proposal submissions must be sent to the City's Bureau of Purchasing (see Section 3.14 for additional details).

Official responses to all questions submitted by potential proposers will be posted by close of business on **April 12, 2013 at 4:00 p.m. CDT**:

http://www.nolaoig.org/publicrecords

Only the OIG Chief Procurement Officer has the authority to respond to proposer's questions. Communications with any other OIG staff regarding this RFP are prohibited and not binding.

1.2 Schedule of Events

Event	Date
Advertise RFP and mail public announcements	March 21, 2013
Deadline for receipt of written inquiries	April 5, 2013
Issue responses to written inquiries	April 12, 2013
Deadline for receipt of proposals	May 3, 2013
Announce award of contractor selection	May 14, 2013

NOTE: The OIG reserves the right to change this schedule of RFP events, as it deems necessary.

2. PROPOSAL INFORMATION

2.1 Minimum Qualifications of Proposer

The OIG is seeking consulting services from an expert or team of experts with multi-faceted experience and demonstrated expertise. The following are the minimum qualifications for any interested party to be considered as a potential provider of services to the OIG:

1. Primary Expert Minimum Qualifications:

    a. At least **ten (10) years** of demonstrated prior professional experience with an electric or gas utility, law firm, utility consulting firm, specialized academic institute, or a state/federal regulatory commission;
    b. Experience performing similar analyses;

2. If the respondent will not be the sole individual working on the project, proposals must designate an individual expert ("Primary Expert") who will be responsible for all work products and will ensure that all OIG work is performed competently and in a timely manner. The Primary Expert must supervise all work performed by any other staff within the contracted entity, partnership or other professional association. The Primary Expert and any key personnel will be named as a contributor to the published OIG Final Report.

The following functions are representative of the demonstrated expertise we are seeking of the Primary Expert and any additional personnel assigned to this project:

1. Regulatory policy analysis;
2. Understanding of regulatory rate proceedings and litigation support requirements before state public service commissions, the Federal Energy Regulatory Commission (FERC), or other regulatory bodies;
3. Regulated utility company financial analyses, economic/financial evaluations;
4. Current understanding of the regulation, structures and issues affecting the electric and natural gas industries;
5. Analysis of legal and regulatory decisions affecting electric and gas utilities;
6. Familiarity with utility revenue requirements and cost-of-service analyses and their objectives;
7. Experience with regulatory issues dealing with multi-state utility holding companies and their operating subsidiaries;
8. Knowledge of operating procedures, practices and regulations applicable to administrative agency practice and utility regulation.

2.2 Proposal Requirements

Proposals should include the following information, presented in a clear, comprehensive, and concise manner to illustrate the proposer's capabilities:

1. The respondent's name, address, and telephone number.

2. The location(s) of the office from which the assigned staff will be working.

3. Name of the Primary Expert and summary of the expected assignments of any other staff that will provide services to the OIG.

4. **TAB A –** Respondents shall submit a Statement of Expected Activity. This narrative description should summarize the expected activities and demonstrate a clear understanding of the issues directly relevant to the objectives of the project.

5. **TAB B –** Detailed Resumes or Curriculum Vitae of All Relevant Staff.

6. **TAB C –** List and description of previous research projects of a similar nature to that which is being solicited.

7. **TAB D –** Three (3) work products of similar projects published by the Primary Expert.[3] These work products must be reports or publications of a similar nature. **The OIG will not accept transcripts of testimony from regulatory proceedings to fulfill this requirement.**

8. **TAB E –** Three (3) references of clients for which the Primary Expert has completed similar projects.

[3] Tab D submissions may be omitted from the hard copy submission and included in digital version only.

9. **TAB F –** Required Forms:

   Completed Form A, "Certification Statement"

   Completed Form B, "DBE Participation Plan"

   Completed Form C, "Identification of Subcontractors"

   Completed Form D, "Conflict of Interest Disclosure Affidavit"

   Completed Form E, "Tax Clearance Authorization"

   Completed Form F, "Fee Proposal"

2.3 RFP Addenda

OIG reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. It is the responsibility of the proposer to check the website for addenda to the RFP, if any. Addenda, if any, will be posted **no later than April 12, 2013 at 4:00 p.m. CDT** at http://www.nolaoig.org/publicrecords.

2.4 Waiver of Administrative Informalities

The OIG reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the OIG to award a contract. The OIG reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel or modify this announcement if it is determined to be in the OIG's best interest.

2.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the OIG Chief Procurement Officer.

2.7 Cost of Preparing Proposals

The OIG shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the OIG.

2.8 Public Records Law

All information submitted in response to this RFP will be considered a public record and subject to disclosure pursuant to the Louisiana Public Records Law, La. R.S. 44:1 et seq.

2.9 Errors and Omissions in Proposal

The OIG will not be liable for any errors in proposals. The OIG reserves the right to make corrections or amendments due to errors identified in proposals by the OIG or the Proposer. The OIG, at its option, has the right to request clarification or additional information from the proposers.

2.10 Contract Award and Execution

The OIG reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the OIG.

The selected Proposer shall be expected to enter into a contract that includes the terms in the sample contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the OIG may elect to cancel the award and award the contract to the next highest ranked Proposer.

2.11 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity that can officially rule on ethics issues.

2.12 Equal Employment Opportunity and Disadvantaged Business Enterprise (DBE) Participation.

In all hiring or employment made possible by, or resulting from this Agreement, the consultant (1) will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the consultant'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.

It is policy of the Office of Inspector General for the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation must submit with proposals a statement as to their agreement to abide by this nondiscrimination policy, and agreement not to discriminate based on social and economic disadvantage, race, color, sex, gender, disability or national origin. DBE status will be considered as one of the factors when proposals are evaluated. **If there are any subcontractors who will participate in this contract, the prospective Prime contractor must agree to use good faith efforts to provide an opportunity for duly qualified DBE firms to participate.** Good faith effort will be satisfied by notification of the subcontract opportunity to all DBE qualified vendors registered with the City of New Orleans who provide services sought by the Prime contractor.

2.13 Non-Discrimination.

The consultant 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 consultant in any of consultant'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 consultant. The consultant 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.

The selected Proposer shall be expected to enter into a contract that includes the terms in the sample contract included in **Attachment II**. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the OIG may elect to cancel the award and award the contract to the next highest ranked Proposer

2.14 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the Chief Procurement Officer **on or before May 3, 2013 at 4:00 p.m. CDT**. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Bureau of Purchasing
Chief Procurement Officer
City of New Orleans
1300 Perdido Street, Ste. 4W07
New Orleans, LA 70112
(504) 658-1550

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. **Proposals received after the deadline will not be considered.**

Proposers should submit **one (1) hard copy and one (1) digitally signed copy**[4] of the proposal to the Chief Procurement Officer at the address specified above. Respondents should provide an explanation as to how much it proposes to charge the OIG to provide the needed services (see Form F). **The explanation should include any and all professional fees, travel expenses and/or costs associated with providing the requested services.** This information should be in a separate envelope marked **"Price Proposal"** and should not be in the body of the proposal except in the sealed envelope marked "**Price Proposal.**"

The hard copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

All proposals must be submitted in a **sealed envelope**, marked **Utilities Regulation Consulting Services**.

3. EVALUATION AND SELECTION

3.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, designated by the OIG, which will determine the proposal most advantageous to the OIG, taking into consideration the evaluation factors set forth in the RFP as well as price. The evaluation team will consist of **three (3)** OIG staff members.

3.2 Administrative and Mandatory Screening

The OIG Chief Procurement Officer will open the proposals in the presence of at least one witness. At the opening of proposals, the OIG Chief Procurement Officer will prepare a register

[4] Digital copy should be in Microsoft Word format or PDF file on a disc or flash drive.

of proposals, including the name of each offeror. All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

3.3 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

The OIG selection committee shall convene an open meeting, consistent with the requirements of La. R.S.42:4:1 et seq., to evaluate proposals and determine the most advantageous proposal.

Upon receipt by the due date of responses to this RFP by qualified firms, the selection committee will evaluate all responses received based upon the criteria listed herein below:

Quality – 75%

- *First Importance* – Soundness of approach: comprehensive, efficient, and methodologically sound proposal for completing work outlined in Scope of Services in the Statement of Expected Activity **(Tab A)**;
- *Second* Importance – Specialized experience of Primary Expert and capacity of support staff;
- *Third Importance* – Quality of work samples based on **three (3)** work products published by the Primary Expert;[5]
- *Fourth Importance* – Capability of providing consistent, timely, high-quality services, as determined by information requested from **three (3)** references;
- *Fifth Importance* – DBE participation.

Cost – 25%[6]

- Cost will be evaluated based on a flat-fee basis for the total scope of services outlined. Respondents must provide estimates of the number of hours required from each consultant to complete each phase of the project. **This information must be entered into Form F.**

The OIG proposal evaluations shall specify in writing:

[5] These work products must be reports or publications of a similar nature. The OIG will not accept transcripts of testimony from regulatory proceedings to fulfill this requirement. Work product submissions may be omitted from the hard copy submission and included in digital version only.

[6] Local media reports have stated that the OIG received $250,000 from a private foundation to complete this evaluation. Although this project will be the primary recipient of those funds, the entire contribution will not be allocated to this project.

(1) For each of the five non-price evaluation criterion listed above, a rating of highly advantageous, advantageous, not advantageous, or unacceptable, and the reasons for the rating;

(2) For each proposal, a composite rating of highly advantageous, advantageous, not advantageous, or unacceptable. After each proposal has been assigned a composite rating based on the five non-price criteria, the selection committee shall consider the price of each proposal. The selection committee shall determine the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria.

If the proposal with the highest rating on the five non-price criteria does not contain the lowest price, the selection committee may attempt to negotiate a mutually agreeable price with the proposer. If the parties cannot reach an agreement on price, the committee may select another proposal as the most advantageous based on price and evaluation criteria, or may attempt to negotiate price with the second highest rated proposer.

If the selection committee selects the Proposer who did not submit the lowest price, the committee shall explain the reasons in writing, specifying in reasonable detail the basis for determining that the price is justified by the quality of the proposal.

3.4 Announcement of Contractor

The OIG will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

ATTACHMENT I: SCOPE OF SERVICES

The OIG seeks to contract with a utilities regulation consultant to conduct a comprehensive evaluation of the New Orleans City Council's regulation of utilities, and whether ratepayers would be best served by local regulation, state regulation, or some other system. In performing this assessment, the selected contractor will examine rates, infrastructure investment, the cost and value of regulation to ratepayers, potential trade-offs of different regulatory systems and how well suited each system is to the future demand of utility regulation.

The chosen contractor will produce a report of publishable quality, including findings and recommendations for improved utilities regulation. It is expected that this report will be less than fifty (50) pages in length and written for the general public.

The OIG will provide project oversight, including developing evaluation objectives, reviewing and approving the contractor's evaluation plan, determining milestones, and establishing the reporting format. Interview and data requests will be made in coordination with OIG personnel and resulting findings must meet the evidentiary/confidentiality standards outlined in the *Principles and Standards for Offices of Inspector General for Inspections, Evaluations, and Reviews*.[7]

The final evaluation report submitted to OIG must include the following components:

Background – Provide a detailed overview of the gas and electric utilities system(s) in New Orleans. This section shall include/address the following:

1. A conceptual diagram of New Orleans utilities systems' operations which depicts all major activities between energy generation and service delivery to ratepayers. This diagram should identify all involved entities and mix of fuel sources.

2. On average, determine what percentage of electricity is generated by Entergy New Orleans compared to other Entergy affiliates and any third-party sources.[8]

3. Identify the specific aspects of New Orleans utilities systems' operations over which the City Council has regulatory authority.

Part A – Review the City's current regulatory infrastructure. This section shall include/address the following:

1. Identify whether there are characteristics or constraints unique to New Orleans and the surrounding region that require local utilities regulation.

[7] "Quality Standards for Inspections, Evaluations, and Reviews by Offices of Inspector General," *Principles and Standards for Offices of Inspector General* (Association of Inspectors General, 2004).
[8] The OIG will work with the chosen consultant to develop a sample timeframe for this analysis.

2. Identify major issues that could impact the City's ratepayers and regulators over the next ten years.

3. Develop and apply performance metrics to determine the effectiveness of the City's regulatory framework.

4. Determine whether local regulation is beneficial or detrimental to New Orleans ratepayers. Compare the strengths and weaknesses of local regulation compared to statewide regulation by the Louisiana Public Service Commission.

5. Calculate the annual cost and value of local regulation to each ratepayer in New Orleans compared to ratepayers in jurisdictions covered by Louisiana Public Service Commission.

6. Review consultant roles, responsibilities, work products, and billing rates. Develop a process map of all elements of the City's regulatory framework.

Part B – Perform a detailed historical comparison of gas and electric rates within the state of Louisiana and comparable Gulf Coast cities between 2000 and 2012.[9]

Part C – Perform an analysis of investments made by New Orleans utility providers to strengthen the City's electricity transmission and distribution infrastructure. This analysis shall include/address the following:

1. Determine how much is spent on infrastructure improvements per ratepayer in New Orleans compared to ratepayers in Entergy Louisiana's service area, and comparable Gulf Coast cities (as selected for Part B). This analysis should include both capital investments and maintenance costs.

2. Using industry-wide metrics, compare the reliability of Entergy New Orleans, Inc. to Entergy's other operating companies, and utilities operating in comparable Gulf Coast cities (as selected for Part B).

The estimated time for project completion is **nine (9) months** after the contract is awarded. The project will be completed in accordance with the criteria outlined below:

I. Work products and ownership

Consultant(s) will be required to provide an electronic copy of any documents, workpapers, analyses, reports, etc. to the OIG upon request at any time. **All documents or data obtained from any party during the course of the project will be submitted to**

[9] The OIG and consultant(s) will mutually agree on a set of acceptable comparison cities during the work plan phase of the project.

the OIG in their original form (e.g. electronic files, paper documents, etc.) upon completion. The OIG will retain ownership of all data and information collected during the course of the project. The consultant(s) may keep copies of documents for his/her files.

At the conclusion of each phase of the project outlined above, the consultant(s) will submit a preliminary report of findings and recommendations to the OIG. Upon completion of all of the phases outlined above, the consultant(s) will submit a final report to the OIG. All work products will be treated as draft documents at the time of submission. Any edits or improvements needed to meet OIG satisfaction must be completed within **five (5)** working days of initial submission. OIG will provide written, signed confirmation of satisfactory receipt of each work product following any necessary editing processes.

The final report will be made available for review and comment to the Mayor and the City Council prior to being published on the OIG website and released to the media. The OIG will work with the selected contractor on specific issues regarding publishing the report on their own website/letterhead. The OIG will also present the findings and recommendations at a City Council meeting. The Primary Expert should be prepared to present findings and recommendations at this meeting, if required.

II. Timeline, milestones, and deliverables:[10]

June 4, 2013[11]	Submit **work plan** to OIG and meet with staff. The work plan must include a specific list of tasks required to successfully complete each phase of the project and provide an estimate of the amount of time required to do so.
July 12, 2013	Deliver interim report of findings related to **Background**
September 9, 2013	Meet with OIG staff and deliver interim report of findings related to **Part A**
October 11, 2013	Deliver interim report of findings related to **Part B**
November 15, 2013	Deliver interim report of findings related to **Part C**
December 13, 2013	Submit first completed draft of **final report** and make in-person presentation to OIG staff

[10] The OIG reserves the right to adjust this timeline if certain tasks/phases require additional time. However, the deadline for the submission of the final report will not be changed.
[11] This represents the latest possible date at which a work plan will be submitted.

January 24, 2014 Submit completed and edited **final report** with OIG approval

Conference calls as requested

III. Payment Information

Invoices for payment should be submitted upon successful delivery of the work products outlined above. The OIG will issue payments for work products as a ratio of the total project cost as follows:

Phase/Work Product	% of Total Cost
Work plan	10%
Background	10%
Part A	20%
Part B	15%
Part C	15%
Final Report of analyses, findings, and recommendations	30%

Payment will not be issued until the OIG has successfully completed its legal review and editing of the submitted work product(s).

IV. Evaluation and Performance Measures

All work products are expected to be delivered according to the timeline in Section II (see above). Failure to meet any deadline must be explained in writing prior to the established deadline; said notice must include a plan of corrective action and an updated timeline. All delays are subject to OIG approval and unacceptable delay may be grounds for financial penalties and/or termination of the contract. **Any work product delivered after the deadline without written OIG approval will result in a penalty of 1% per week of the total contract value to be subtracted from that work product's payment as defined in Section III (see above).**

The OIG retains the right to cancel this project at any time if it determines that the work being provided by the contractor is not of adequate quality.

V. Potential Conflicts of Interest

Respondents to this RFP must disclose the following information for all personnel that will provide consulting services during the course of this project:

A. Work performed in ratemaking, utility accounting, cost allocation, transmission access, reserve sharing and energy pool dispatch, and merger proceedings and litigation for any investor-owned utility within the past ten years.

B. Any work performed for any industrial, commercial or residential ratepayer (or groups and associations thereof) in Orleans Parish or in the service area

of any of Entergy's operating subsidiaries, currently and in the past, on electric and natural gas matters.

C. Any work performed for any other regulator of Entergy Corporation and/or Entergy and/or any of Entergy's operating subsidiaries.

D. Any prior or existing services not listed above being provided to any utility related government entities, including but not limited to public service commissions, RTGs, RTOs, regional power pools, etc., within the last 4 years.

ATTACHMENT II: SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

OFFICE OF INSPECTOR GENERAL

AND

CONTRACTOR NAME

UTILITIES REGULATION CONSULTING SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013, by and between the City of New Orleans Office of Inspector General ("OIG"), represented by Mitchell J. Landrieu, Mayor (the "City"), and Contractor Name, represented by Representative Name, Title (the "Consultant").

WHEREAS, on March 21, 2013, the OIG issued **Request for Proposals No. 7101-01446** (the "RFP") seeking the proposals to perform professional services including technical assistance from a qualified consultant to provide a detailed assessment of the strengths and weaknesses of the City's current regulatory structure and recommendations that would best serve the interests of New Orleans and its ratepayers;

WHEREAS, the Consultant responded to the RFP and the OIG has selected the Consultant to perform the professional services described in the RFP;

NOW THEREFORE, the City/OIG and the Consultant agree as follows:

I. THE CONSULTANT'S OBLIGATIONS.

A. Services. The Consultant will, in accordance with the schedule approved by the OIG:

1. Perform all services as set forth in any the following documents, the terms and conditions of which documents are incorporated fully into this Agreement:

   a. **RFP No. 7101-01446** (Exhibit "A")

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

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

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

5. 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 OIG within thirty (30) days after the approval of the associated plan change or amendment; and

6. Cooperate with the OIG and any person performing work for the OIG.

The City's officers and employees are not authorized to request or instruct the Consultant 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 Consultant, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the Quality Standards for Inspections, Evaluations, and Reviews by Offices of Inspector General as outlined in the *Principles and Standards for Offices of Inspector General for Inspections, Evaluations, and Reviews* published by the Association of Inspectors General, 2004.

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

D. Schedule.

1. The Consultant will perform all work under this Agreement according to the schedule outlined in **RFP No. 7101-01446**.

2. The OIG 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 Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. Invoices.

1. The Consultant will submit invoices for work performed under this Agreement to the OIG no later than ten (10) calendar days following the completion of the Phase/Work Product covered by the invoice. Untimely invoices may result in delayed payment for which the City/OIG is not liable. At a minimum, each invoice must include the following information:

   a. Description of the work completed, the hours spent, total amount invoiced to date;
   b. Attach any relevant timesheets;
   c. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

2. The Payment schedule is as follows:

a. Work Plan	10% of Total Cost
b. Background	10% of Total Cost
c. Part A	20% of Total Cost

d.	Part B	15% of Total Cost
e.	Part C	15% of Total Cost
f.	Final report of analyses, findings and recommendations	30% of Total Cost

3. Invoices will be processed upon OIG's written acknowledgement of receipt of the satisfactory work products.

4. The OIG has the sole right to approve or require changes to the form of the invoice. The City or OIG may require additional supporting documentation to be submitted with invoices.

5. All work products are expected to be delivered according to the timeline in part D. (above). Failure to meet any deadline must be explained in writing within 3 business days; said notice must include a plan of corrective action and an updated timeline. When possible, any foreseeable delays should be communicated to the OIG before deadlines. All delays are subject to OIG approval and unacceptable delay may be grounds for financial penalties and/or termination of the contract. Any work product delivered after deadline without OIG's prior written approval will result in a penalty of 1% of the total contract value per week to be subtracted from that work product's payment as described above.

6. The OIG retains the right to cancel this project at any time if it determines that the work being provided by the contractor is not of adequate quality.

F. Records and Reporting.

1. The Consultant will maintain all documents (in any form, whether written or electronic) relating or pertaining to this Agreement, including without limitation all ledgers, books, invoices, receipts, vouchers, canceled checks, wage records, timesheets, subcontracts, reports, correspondence, lists, notes, and memoranda, for the duration of this contract or agreement and for at least five (5) years following the completion or termination of this Agreement, including all renewal periods.

2. The Consultant will report regularly to the OIG on the status of the project and will within one (1) business day when contacted by the project manager.

3. The Consultant 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 OIG.

G. Audit and Inspection.

1. The Consultant 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 Consultant, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Consultant's office or place of business in Louisiana. If no such location is available, the Consultant will make the documents available at a time and location that is convenient for the City.

2. The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant 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 Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. Indemnity.

1. The Consultant 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 Released Parties: for all liability, costs and expenses arising directly or indirectly out of any act of omission of the Consultant, its agents, subcontractors, or employees or otherwise arising out of the performance of the services pursuant to this Agreement.

2. The Consultant'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 Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Consultant 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 Consultant is ultimately absolved from liability.

II. REPRESENTATIONS AND WARRANTIES.

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

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

2. The Consultant 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 Consultant 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 Consultant, its employees, or its subcontractors in the performance of this Agreement;

4. The Consultant 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 Consultant's performance of this Agreement;

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

6. The Consultant is not in breach of any federal, state, or local statute or regulation

applicable to the Consultant 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 Consultant's most favored customer for the same or substantially similar services;

8. The Consultant has read and fully understands this Agreement, including the RFP, 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 Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant 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 Consultant 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 Consultant 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 Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and 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 Consultant 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 Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant 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 La. R.S. 38:2212.10. The Consultant 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 Consultant fails to provide such the requested affidavit or violates any provision of this paragraph.

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

III. THE CITY'S OBLIGATIONS.

A. <u>Administration</u>. The City will:

1. Administer this Agreement through the Office of Inspector General (OIG), which department will assign or authorize work under this Agreement;

2. Provide the Consultant any documents deemed necessary for the Consultant's performance of any work required under this Agreement;

3. Provide the Consultant with project oversight, including developing evaluation objectives, reviewing and approving the Consultant's evaluation plan, determining milestones, and consulting with the Reference on the final report; and

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

B. <u>Payment</u>. The City will make payments to the Consultant at the rate of compensation established in this Agreement within thirty (30) days of the receipt of the Consultant's certified invoices, except:

1. If any payment is withheld according to the payment schedule as outlined in "**Section I - E. Invoices**" described above;

2. The City's obligation to make any payment is contingent upon the Reference's: (a) submission of a complete and accurate invoice, including all required information and documents; (b) satisfactory performance of the services and conditions required by this Agreement, including, without limitation, satisfactory deliverables, reports, affidavits, and insurance;

3. Unless specifically authorized by a validly executed amendment, the City/OIG is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that:

a) Exceed the maximum aggregate amount payable established by this Agreement;

b) Are beyond the scope or duration of this Agreement;

c) Arise from or relate to the any change order within the scope of the Agreement;

d) Are for services performed on days on which construction was suspended, due to circumstances beyond the control of the Department, and no construction has taken place.

e) Arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or

f) The City is not expressly obligated to pay under this Agreement.

4. The OIG, 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.

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

IV. COMPENSATION.

A. Rate of Compensation.

The Consultant's compensation for the performance of work under this Agreement will be $_____.

This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the OIG in accordance with the terms and conditions of this Agreement. The stated compensation is inclusive, and includes no additional amounts for, the Consultant'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 Consultant 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 $_____.

V. DURATION AND TERMINATION.

A. Initial Term. The initial term of this Agreement is one (1) year from the effective date of the Agreement.

B. Extension. The OIG may extend the term this Agreement for no more than five (5) successive one (1) year periods pursuant to validly executed amendments, provided that:

1. Any extension of this Agreement is subject to and contingent upon the encumbrance of funds;

2. The OIG determines that the extension facilitates the continuity of services provided under this Agreement; and

3. The total duration of the Agreement, including the original term and any extensions, shall not exceed six (6) years.

C. Termination for Convenience. The OIG may terminate this Agreement at any time during the term of the Agreement by giving the Consultant 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.

E. Termination for Cause. The OIG may terminate this Agreement immediately for cause by sending written notice to the Consultant. "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 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.

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

VI. NON-DISCRIMINATION.

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (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 Consultant'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. Disadvantaged Business Enterprise (DBE) Participation. It is policy of the Office of Inspector General for the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation must submit with proposals a statement as to their agreement to abide by this nondiscrimination policy, and agreement not to discriminate based on social and economic disadvantage, race, color, sex, gender, disability or national origin. DBE status will be considered as one of the factors when proposals are evaluated. **If there are any subcontractors who will participate in this contract, the prospective Prime contractor must agree to use good faith efforts to provide an opportunity for duly qualified DBE firms to participate.** Good faith effort will be satisfied by notification of the subcontract opportunity to all DBE qualified vendors registered with the City of New Orleans who provide services sought by the Prime contractor.

C. Non-Discrimination. In the performance of this Agreement, the Consultant 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 Consultant in any of Consultant'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 Consultant. The Consultant 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.

D. Incorporation into Subcontracts. The Consultant 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.

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

VII. INDEPENDENT CONTRACTOR.

A. Independent Contractor Status. The Consultant 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 Consultant, 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 Consultant will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Consultant, 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 Consultant 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 Consultant 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 Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Consultant, 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.

VIII. NOTICE.

A. Notice Requirements. Any notice, demand, communication or request required or permitted under this Agreement (except for any routine communications) shall be in writing and delivered in person or by certified mail, return receipt requested, as follows:

i. To the OIG:

Office of Inspector General, General Counsel
City of New Orleans
525 St. Charles Avenue
New Orleans, LA 70130

&

City Attorney
City of New Orleans
1300 Perdido St. 5E03
New Orleans, LA 70112

ii. To the Consultant:

[Contractor Contact Name]_____
[Contractor Name]_____
[Contractor Contact Address]_____

All changes of address or recipient(s) must be provided to each party in a writing that specifically identifies this Agreement. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OIG and the Consultant.

B. Receipt of Notices. Notices are effective upon receipt at the address specified above. Any notice sent but not received by or delivered to the intended recipient because of any refusal or evasion of delivery shall be deemed effective on the date of the first attempted delivery.

IX. ADDITIONAL PROVISIONS.

A. 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.

B. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the Request for Proposals (RFP).

C. Ownership Interest Disclosure. The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant 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 Consultant fails to submit the required affidavits, the OIG may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

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

E. 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 Consultant, 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 Consultant pursuant to this Agreement without regard to Consultant's otherwise satisfactory performance of the Agreement.

F. 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.

G. Conflicting Employment. To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the OIG, the Consultant 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 Consultant will promptly notify the OIG in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The OIG will make the final determination whether the Consultant may accept the other employment.

H. Non-Exclusivity. This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the OIG'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.

I. Assignment. This Agreement and any part of the Consultant's interest in it are not assignable or transferable without the OIG's prior written consent.

J. Terms Binding. The terms and conditions of this Agreement are binding on any

heirs, successors, transferees, and assigns.

K. Jurisdiction. The Consultant 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.

L. 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.

M. 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 Consultant 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.

N. 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.

O. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

P. 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.

Q. 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.

R. 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.

S. 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.

[SIGNATURES MAY BE CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Consultant execute this Agreement.

CITY OF NEW ORLEANS

BY: _____

MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CONTRACTOR NAME

BY: _____

REPRESENTATIVE, TITLE

_____

CORPORATE TAX I.D.

FORM A

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The OIG requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: ( ) _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the OIG to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer's quote is valid for at least 120 days from the date of proposal's signature below;
3. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. Date of execution can be extended by mutual agreement of contractor and OIG.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ ST: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE

FORM B

CITY OF NEW ORLEANS OFFICE OF INSPECTOR GENERAL
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PLAN

Section I. Respondent

Company	
Contact	
Address	
Telephone/Fax	
E-Mail	

RFP/RFQ- Solicitation Number	
Title of the Project and Location	

DBE PARTICIPATION PLAN SUBMITTED BY:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

The following employee will be the **Administrator** of this DBE Participation Plan:

Name: _____ Title: _____

Address: _____

_____

Telephone: _____ E-Mail: _____

FORM B

Section II. DBE Participation Plan

The following goals are established for the term of the proposed contract. Percentages may be rounded to nearest percent.

1. a. Total Contract Value $_____ (Estimate if necessary)

b. Total Subcontracted $_____ _____% of 1.a.
(Inclusive of all planned subcontracting to all businesses, regardless of size)

2. The following dollars and percentage goals are applicable to the contract cited above.

a. Certified SLDBE $_____ _____% of 1.b.
Total planned subcontracting dollars under this contract will go to subcontractors who are certified as a State & Local Disadvantaged Business Enterprise (SLDBE) through the City of New Orleans, Sewerage & Water Board of New Orleans, Harrah's Jazz Casino or the New Orleans Aviation Board. You can find the most recent list of certified SLDBE firms at http://new.nola.gov/economic-development/supplier-diversity/primes/. You may also contact the Office of Supplier Diversity via e-mail at supplierdiversity@nola.gov to request a copy of the list.

b. Certified LAUCP DBE $_____ _____% of 1.b.
Total planned subcontracting dollars under this contract will go to subcontractors who are certified as a DBE through the Louisiana Department of Transportation's Unified Certification Program. You can search for certified LAUCP DBE firms at http://www8.dotd.louisiana.gov/ucp/.

c. Local $_____ _____% of 1.b.
Total planned subcontracting dollars under this contract will go to subcontractors who have a significant local presence. Significant local presence is defined as Maintenance of a business office in Orleans Parish, St. Bernard Parish, Plaquemines Parish, or Jefferson Parish with one or more of the business's employees regularly based therein. A location used solely as a post office box or mail center and/or telephone message center, with no substantial work function, shall not be construed to be a significant local presence.

FORM B

Section III. Subcontractor's Scope of Work

Provide the name of the firm, the type of firm (2a. through 2d. in Section II) and the services, products and/or scope of work commitments by the firm(s).

Name of Firm: _____ Firm Contact:

Address: _____ City/State/Zip:

Telephone: _____ E-Mail: _____

SUBCONTRACTOR TYPE: ☐ 2A; ☐ 2B; ☐ 2C;

SCOPE OF WORK: Describe below or attach the work to be performed by the DBE firm

_____

_____

Name of Firm: _____ Firm Contact:

Address: _____ City/State/Zip:

Telephone: _____ E-Mail: _____

SUBCONTRACTOR TYPE: ☐ 2A; ☐ 2B; ☐ 2C;

SCOPE OF WORK: Describe below or attach the work to be performed by the DBE firm

_____

_____

Name of Firm: _____ Firm Contact:

Address: _____ City/State/Zip:

Telephone: _____ E-Mail: _____

SUBCONTRACTOR TYPE: ☐ 2A; ☐ 2B; ☐ 2C;

SCOPE OF WORK: Describe below or attach the work to be performed by the DBE firm

_____

_____

Name of Firm: _____ Firm Contact:

Address: _____ City/State/Zip:

Telephone: _____ E-Mail: _____

SUBCONTRACTOR TYPE: ☐ 2A; ☐ 2B; ☐ 2C;

SCOPE OF WORK: Describe below or attach the work to be performed by the DBE firm

_____

_____

ATTACH ADDITIONAL PAGES IF ADDITIONAL SPACE IS REQUIRED

FORM B

Section IV. DBE Participation Plan Method

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

1. How the products and services to be subcontracted were established;
2. How the areas to be subcontracted were determined; and
3. How their capabilities were determined.

b. If indirect or overhead costs have been included in the subcontracting goals specified in Sections II, explain the method used in determining the proportionate share of indirect and overhead costs to be allocated to subcontractors:

Section V. Evidence of Good Faith Efforts

Good faith effort will be satisfied by notification of subcontract opportunities to all DBE qualified vendors registered with the City of New Orleans who provide services sought by the Prime contractor. If the DBE Participation Plan under Section II does not meet the DBE participation goal established in the RFP or RFQ, please describe the good faith efforts undertaken.

FORM C

CITY OF NEW ORLEANS OFFICE OF INSPECTOR GENERAL
IDENTIFICATION OF SUBCONTRACTORS

STATE OF _____

PARISH / COUNTY 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 "Contractor."
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)

_____

_____
Contractor Representative (Signature)

_____
(Print or type name)

_____
(Address)

Sworn to and subscribed before me, in _____, this __ day of _____ _____, 201__.

_____
Notary Public

_____
Notary Identification/Bar Roll Number

FORM D

CITY OF NEW ORLEANS OFFICE OF INSPECTOR GENERAL
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH / COUNTY 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 "Contractor."
2. The Contractor submits the attached proposal in response to City of New Orleans RFP # _____.
3. The Contractor hereby confirms that a conflict(s) of interest exists/does not exist/may exist (circle one) in connection with this solicitation, which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with city 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*).

_____
Contractor Representative (Signature)

_____
(Print or type name)

_____
(Address)

Sworn to and subscribed before me, in _____, this __ day of _____ _____, 201__.

_____
Notary Public

_____
Notary Identification/Bar Roll Number

CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION

FORM E

1300 Perdido St., Room4W07, New Orleans, LA 70112, Fax (504) 658-1570

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

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

REAL ESTATE TAX NUMBER:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

PERSONAL PROPERTY TAX NUMBER:

MAILING ADDRESS:

CONTACT TELEPHONE:

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PRINT NAME: **TITLE:**

AUTHORIZED SIGNATURE: **DATE SIGNED:**

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

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

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

COLLECTOR OF REVENUE **DATE**

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____.

TREASURY CHIEF **DATE**

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

DIRECTOR OF FINANCE **DATE**

INSTRUCTIONS ON REVERSE SIDE

CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION

FORM E

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

INSTRUCTIONS

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

2. Complete, sign and date the authorization form and submit in any of the following ways:
   a. In person or by mail to: City Hall, Department of Finance, 1300 Perdido Street, Room 4W07, New Orleans, LA 70112
   b. Via Facsimile (Fax): (504) 658-1570

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

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

5. A separate Tax Clearance Authorization is not required for each contract.

6. If you need additional information regarding this authorization, please call the Department of Finance at (504) 658-1550, or e-mail purchasing@nola.gov

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

Real Estate/Personal Property Tax

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

Sales Tax/Occupational License

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

FORM F

Fee Proposal

Primary Expert (Name) _____

Additional Personnel _____

_____

Phase/Work Plan	Hours Required by Primary Expert[1]	Hours Required by other Key Personnel
Work Plan – Development and submission of detailed work plan with specific list of tasks required to successfully complete each phase of project		
Background – Detailed overview of gas and electric utilities systems in New Orleans		
Part A – Review of the City's current regulatory infrastructure		
Part B – Historical comparison of gas and electric rates within Louisiana and comparable Gulf Coast cities		
Part C – Analysis of investments made by gas and electric utilities providers to strengthen transmission and distribution infrastructure		
Final Report – Submission of analyses, findings, and recommendations		

TOTAL LABOR COSTS $_____

TOTAL PROJECT COST[2] $_____

[1] Please provide an estimate of the number of expected hours required to successfully accomplish each phase of the project. Distinguish hours of work to be performed by the Primary Expert and any other Key Personnel.

[2] Total project cost should include all expected travel expenses. Please refer to the minimum in-person meeting requirements outlined in Attachment I, Section II of the RFP.