

City of New Orleans, Louisiana
Office of Community Development - Environmental Affairs
Request for Proposals
RFP No.: 2142-00825
Consultant Services for Brownfields Redevelopment Program
October 23, 2009

Request for Proposals: The City of New Orleans desires to obtain a consultant with a proven track record in program management and brownfields remediation to market, operate and manage the Brownfields Redevelopment Program on behalf of the City of New Orleans. The Brownfields Redevelopment Program will be available to private citizens, commercial/business entities and not-for-profit organizations to remediate environmental hazards on properties throughout Orleans Parish. As provided below, and incident to City Charter Section 6-308(5) and Executive Order CRN 09-01, it requests proposals from experienced firms to provide the needed services.

Instructions: Applicants shall submit the following to the Office of Community Development directed Attention: Kristy Palumbo, Special Assistant, 1340 Poydras St. 10th Floor, New Orleans, LA 70112, Email: klpalumbo@hotmail.com not later than **November 6, 2009, 4:00 p.m. (CST)**

- a) Signed proposals in Microsoft Word format or as a .pdf file, marked **Consultant Services – Brownfields Redevelopment Program**
- b) 3 hard copies of the proposal enclosed in a sealed envelope, marked **Consultant Services – Brownfields Redevelopment Program**
- c) Any questions regarding this RFP

Proposals should clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. The City will reasonably attempt to answer questions submitted in advance. Copies of the solicitation and related information are available from the City's purchasing website at <http://www.purchasing.cityofno.com/bso/login.jsp>.

The City will not accept proposals submitted by fax. All proposals **must be received** by the City on or before the Delivery Deadline as conclusively evidenced by the City's e-mail server. The City will not accept proposals delivered after the deadline. The City will not credit delivery claims not clearly documented by original receipt. The respondents shall submit a completed Tax Clearance Certificate with the proposal (see Attachment "D").

If the City identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract generally according to CAO Policy Memorandum 8R. The contract will contain the standard City provisions shown in Attachment "B" and the "Disadvantaged Business Enterprise" ("DBE") provisions shown in Attachment "C."

Proposals MUST contain the following statement signed by the applicant or its authorized representative, **"By responding to this RFP, respondent agrees to the City's Required Contract Provisions as provided in Attachment "B" and therefore waives any future right to contest the required provisions."**

1. DBE Program Compliance: Proposals MUST contain the following statement signed by the applicant or its authorized representative, **"The Bidder agrees to use its Best Efforts to fully**

comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation.”

The requirements of the City’s DBE Program apply to this solicitation. It is policy of 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 how they intend to meet this requirement. Award of this solicitation shall not be considered unless the respondent indicates how they will satisfy the requirements of the DBE Program. A DBE contract goal of 35 percent has been established for this solicitation. 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.

The following information must be contained with supporting documentation as outlined in Attachment “E” in the respondent’s proposal.

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

The City participates in the State and Local Disadvantaged Business Enterprise Program (“SLDBE”) which also includes the Sewerage & Water Board (“S&WB”) and New Orleans Aviation Board (“NOAB”). These agencies have agreed to grant one another reciprocity with respect to the businesses certified as DBEs.

The respondent must select a DBE(s) from one of the following lists to be compliant with the City’s DBE contract goal: www.cityofno.com, www.swbno.org and www.flymsy.com. If respondent selects a DBE(s) from any of the above lists, it can be safely assumed that the business is certified with all three agencies.

Please direct all questions related to DBE compliance prior to submission of the proposal to Alvin Porter, Office of Supplier Diversity, 1300 Perdido Street, Room 9E06, New Orleans, LA 70112, telephone: 658-4235, email: agporter@cityofno.com.

2. Services Needed: Attachment “A” describes the needed services.

3. Selection: The City will select an applicant generally according to the procedures described in Executive Order CRN 09-01 and Chief Administrative Officer (“CAO”) Policy Memorandum 8R. The City will apply the following selection criteria and weighting factors to evaluate proposals:

- | | |
|--------|---|
| (35 %) | Specialized experience and technical competence; |
| (35 %) | Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines; |
| (10 %) | Maintenance of an office, residence or domicile in any of the parishes which comprise the Regional Planning Commission (St. Bernard, Plaquemines, Jefferson and St. Tammany); |

(10 %) Willingness to promote full and equal business opportunities in accordance with the City's Disadvantage Business Enterprise Program; and,

(10 %) Cost.

4. Ownership: All proposals and all documentation submitted therewith are City property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of submissions.

5. Fees and Costs: Fees and cost should not exceed \$45,000.

6. Effect: This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. 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 contract executed by the City and the selected applicant, if any, is the exclusive statement of rights and obligations extending from this solicitation.

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Attachment "A"

NEEDED SERVICES

The Office of Community Development Division of Environmental Affairs is requesting proposals from qualified consultants to operate, manage and market the Brownfields Redevelopment Program. This program, available to public, private and non-profit applicants alike, will provide a repayable no interest loan for a term of 12 months for the remediation of environmental hazards on commercial and privately owned property. The City of New Orleans has been awarded approximately \$1,000,000 in funds from the Environmental Protection Agency (EPA) to leverage against private capital or other sources of financing to address potential environmental hazards on privately owned land. Each application will be evaluated on a case by case basis and will be marketed until all funds are loaned out. The duration of the overall program is two years.

The consultant will be responsible for overall program operations, including management of existing and new applicants and marketing to a wide cross section of potential applicants and/or stakeholders. At a minimum, the consultant will be required to possess a working knowledge of federal programs, rules and regulations affecting remediation and redevelopment of brownfields and will be responsible for completing the following:

- Assist prospective applicants with their redevelopment plans, which may include but is not limited to; technical assistance with application development, review of business plans, if applicable, review of proposed financial sources and uses for property remediation
- Coordinate oversight for applicants' environmental review requirements
- Coordinate plan specifications and applications with external program fund manager;
- Review plans prepared by external consultants that may impact the project;
- Prepare redevelopment strategy based on environmental assessments;
- Coordinate and facilitate project remediation and construction once funded.
- Prepare various reports and documents for submittal to City EPA Grant Project Manager;
- Develop presentations and promotional materials for the Brownfields Redevelopment Program
- Conduct several workshops to a wide variety of audiences including potential applicants and external stakeholders such as investors, developers, and bankers;
- Market the program at external functions such as community meetings, forums;

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Attachment "B"

REQUIRED CONTRACT PROVISIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination 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, affirmative action will be taken to ensure that the Contractors 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.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. **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 Attorney.
4. **INDEMNIFICATION:** The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.
5. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** 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 services agreement, that the City of New Orleans 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.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement 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 services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. 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 Contractor are outside the normal course and scope of the City's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by 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.

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

8. JURISDICTION & CHOICE OF LAW: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws provisions.

9. DURATION: This Agreement shall commence on the Effective Date and shall continue for a period of **two (2) years**, ending on **October 31, 2011**. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

10. APPROPRIATION AND/ OR EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. 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.

12. AUDIT AND OTHER OVERSIGHT: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

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Attachment "C"

REQUIRED CONTRACT DBE PROVISIONS

"DBE Program Compliance. Contractor agrees 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 specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program."

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

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

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

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Attachment "D"

TAX CLEARANCE CERTIFICATE

See attachment

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 instruction on the back of this form

Bid/RFP No.: _____ **Contracting Department:** _____

TYPE OF BUSINESS:

Non Profit Organization

BUSINESS NAME:

NIKKI'S Foundation, Inc.

OWNER'S NAME:

REAL ESTATE TAX NUMBER:

BUSINESS ADDRESS:

3052 general Collins Ave., Ste B

New Orleans, LA 70114

MAILING ADDRESS:

PO Box 6608

**PERSONAL PROPERTY TAX
NUMBER:**

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)

BUREAU OF TREASURY (Room 1W37)

This clearance covers Occupational License and Sales/Use taxes.

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.

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.

COLLECTOR OF REVENUE

DATE

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

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 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@cityofno.com
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

- 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.cityofno.com 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 All businesses are required to have a City of New Orleans Sales Tax number.
- o 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.
- o 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.cityofno.com, 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.

- o 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.cityofno.com, 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.
- o Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees.

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Attachment "E"

FORM DBE-1 and EVIDENCE OF BEST EFFORTS

See attachment

FORM DBE-1
DISADVANTAGED BUSINESS ENTERPRISE (DBE) RESPONSIVENESS FORM
This form should be completed by respondents within the time specified in the Invitation to Bid or RFP.

The undersigned bidder/ respondent has satisfied the requirements of the bid specification or RFP in the following manner (please check the appropriate space):

_____The bidder/ respondent is committed to a minimum of _____% DBE utilization on this contract.

_____The bidder/ respondent (in unable to meet the DBE goal of _____ %) is committed to a minimum of

_____ % DBE utilization on this contract and will submit documentation demonstrating best efforts.

Name of bidder/respondent's firm: _____

State Registration Number: _____

By _____
(Signature) (Title)

Name of DBE firm: _____

Address: _____

City: _____ State _____ Zip Code: _____

Telephone: _____

Description of work to be performed by DBE firm: _____

The bidder/respondent is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

STANDARDS OF DEMONSTRATED BEST EFFORTS

Before receiving an award of the contract, the contractor must meet the DBE goals or prove that he/she has made demonstrated BEST EFFORTS. To determine whether a particular contract bidder has made demonstrated BEST EFFORTS to reach the DBE participation goal, the Office of Supplier Diversity and its staff will consider the following:

- a.** whether the contractor attended all pre-bid meetings that may have been scheduled by the City of New Orleans to inform DBE firms of subcontracting opportunities and/or requested the City of New Orleans Directory of Certified DBE firms;
- b.** whether the contractor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractors reasonable time to respond;
- c.** whether the contractor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively;
- d.** whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding;
- e.** whether the contractor selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation);
- f.** whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- g.** whether the contractor negotiated in “good faith” with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;

- h.** if the contractor did reject a DBE as unqualified, the contractor must state his or her reason for doing so in writing;
- i.** whether the contractor has used the services of available community organizations and small and/or disadvantaged business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms;
- j.** whether the contractor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:

 - (1)** names, addresses, telephone numbers of DBEs that the contractor contacted,
 - (2)** a description of information provided to those DBE firms, and
 - (3)** a statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs' price exceeded that of non-DBEs.