

**REQUEST FOR QUALIFICATIONS FOR LANDSCAPE
ARCHITECTURAL CONSULTING SERVICES FOR THE LOT
NEXT DOOR INCENTIVE PROGRAM**

TABLE OF CONTENTS

I. Background and Basic Requirements

II. Scope of Work

III. Evaluation

IV. General Instructions

Exhibit A: Standard Contract Requirements

Exhibit B: Standard Contract Appendixes

Exhibit C: Public Notice

I. BACKGROUND and BASIC REQUIREMENTS

The New Orleans Redevelopment Authority (NORA) promotes and manages redevelopment of residential and commercial properties throughout the City of New Orleans. NORA has been designated as the recipient of the approximately 4000 properties that were sold to state as part of the Road Home program and is also authorized to expropriate blighted properties and return them to commerce. One critical initiative for the City of New Orleans is the Lot Next Door Program, which gives property owners (with homestead exemptions) a right of first refusal on adjacent properties that NORA owns. NORA anticipates significant interest from homeowners who want to purchase adjacent properties in order to expand their yard, develop a patio/garden area, and/or create off-street parking space.

In order to implement this program effectively NORA is seeking the assistance of professional services firms focused on landscape architecture to assist in: (1) the creation of model plans for Lot Next Door properties, and (2) implementation of the Lot Next Door Incentive (“LNDI”) program. Under the proposed LNDI program, NORA will provide purchasers with a credit against the purchase price of LND properties if they engage in fencing, landscaping and demolition activities that add value to the adjacent property and neighborhood. The exact amount of the credit will be determined based on the extent of fencing, greening, and landscaping activity that a purchaser performs. Additional detail on the proposed LNDI program is available by request. More specifically, NORA needs the following type of assistance:

Creation of Model Plans: Respondent will design four gardens that will be presented in detailed step-by-step booklets to be handed out to the LND participants. The goal is to give participants well-designed plans that they can utilize on their own properties. Plans should utilize commonly available materials and appropriate trees and plantings. They should also provide advice on storm water mitigation, cisterns and other advanced design features. Eventually these plans will be utilized to build these four gardens throughout the city.

Program Management of LNDI: NORA also needs assistance with the implementation of the LNDI program. This will involve providing technical assistance to individuals attempting to implement model garden designs, customizing plans for a variety of lot sizes and conditions, evaluating compliance with plans and determining the amount of credit to award. This position will require self motivation, administrative and organization skills, design expertise, and ability to work with the New Orleans communities.

PLEASE NOTE: NORA WILL ACCEPT RESPONSES THAT ARE ONLY INTERESTED IN ONE OF THE TWO ACTIVITIES DESCRIBED HEREIN.

A general scope of work is presented below, along with conventional contract requirements and contract appendices. A complete proposal should include a response to the relevant scope (s) of work as well as any proposed changes to the standard contractual requirements and appendices. Respondents should also present significant detail on their past experience on similar matters and qualifications for the current matter. Proposals shall be delivered or mailed to: NORA, 1340 Poydras Street, Suite 600, New Orleans, Louisiana, 70112 Attn: # RE LA CONSULTANT 95-08. Proposals may also be submitted as email attachments and should be sent to kmelberg@cityofno.com. NORA will begin reviewing proposals and interviewing respondents on or after September 5, 2008 but this posting shall be kept open until the position is filled. NORA reserves the right to hire the same firm for both activities.

II. SCOPE OF WORK

A. SCOPE OF WORK - MODEL PLANS

NORA is seeking respondents to create 3-4 model designs for Lot Next Door Gardens that could be replicated by the owners in their own yards. These design proposals would identify ways to create sustainable and livable landscapes for these garden lots and identify appropriate credits that these lots should receive under the LNDI program. Among other factors, design should address ways to:

- create favorable micro-climates to reduce heating and cooling costs of the house
- create rain gardens to reduce the amount of potable water used for irrigation
- reduce the amount of storm water that runs off of the site by using permeable paving
- create beneficial micro-habitats to reduce the use of pesticides in the landscape
- build garden structures from sustainable materials to reduce material waste
- promote exercise and healthy living through gardening
- provide planting plans with plant specifications that are best for the New Orleans area
- provide fencing alternatives (no chain link)

- cost estimate break down for each design
- Utilize materials that are available at areas retail stores and can be easily obtained by homeowners
- produce designs that can be created in a three month time frame
- minimize on-going maintenance costs

These design solutions should be developed into an easily printable format (8.5" x 11" or into a series of short books that will guide the homeowners during planning and construction. The books would discuss the issues behind the designs and serve as both an educational and instructional tool. 3D images of the completed gardens with labels identifying key elements would show the idea of the completed garden. Each element within the garden would have construction directions using 3D/2D images along with materials lists.

The designer would work with local retailers to specify products that can be purchased and any potential discounts. The design booklets should include the total price of the designs and a breakdown of the individual cost of the design elements, based on local retail prices.

The four designs will be implemented in a series of demonstration gardens throughout the city.

Additional communication materials could be developed if further funding is available, including a web-based instruction manual and/or short videos showing the construction/maintenance process.

B. SCOPE OF WORK – PROGRAM MANAGEMENT

NORA is seeking respondents to assist in the implementation and management of the LNDI program. Respondents will be asked to perform the following tasks: The respondent should structure its response mindful that NORA is specifically interested in professional assistance to address the following issues:

- 1) Provide direct technical assistance to individuals attempting to green, plant and fence their LND purchase on their own.
- 2) Identify resources for indirect technical assistance from other non-profit and volunteer organizations to assist purchasers to green, plant and fence their LND purchase.
- 3) Provide technical assistance to individuals attempting to contract with firms to green, plant and fence their LND purchase and to assist with follow up monitoring to ensure that firms have complied with contract requirements.

- 4) Identify sources of discounted materials and labor to assist individuals to green, plant and fence their LND purchase.
- 5) Review the model plans to determine if they can be effectively and easily implemented as well as identify potential revisions to these plans to benefit neighborhoods and purchasers.
- 6) Working collaboratively with NORA's Director of Real Estate Strategy and Project Managers to determine the appropriate documentation required for LND incentives and to monitor that recipients comply with any agreements related to these incentives.
- 7) Providing expertise, guidance, and management in engaging the community, program management, technical greening experience, and coordinating volunteer efforts.
- 8) Assist NORA with building relationships with potential funding foundations and researching other potential sources of funding.
- 9) Assist NORA with any compliance documentation required for CDBG purposes.

Please note that transportation will be necessary as the position will require frequent site visits.

III. EVALUATION

Time is of the essence given NORA's aggressive goals for beginning the lot next door incentive program.

A. QUALIFICATIONS TO BE EVALUATED - MODEL PLANS

Award of this contract shall be made based both on proposed rates and overall qualification levels. Respondents shall be evaluated on the following metrics:

- a. Rates for the service contemplated above. Rates may be expressed either in hourly increments or on a flat fee basis and are expected to include all expected staff that will be utilized for these functions. NORA will also look for a maximum price caps on any hourly fee arrangements;
- b. Experience in providing landscape architecture consulting services, including NORA's specific needs as described in the Scope of Work;
- c. Experience with prior landscape architecture projects, particularly projects created in the New Orleans Area and/or on similar small residential lots;

- d. Experience utilizing energy efficient, environmentally friendly and storm water mitigation features on past designs;
- e. Experience developing designs for do-it-yourself users ;
- f. Availability to begin work immediately and complete deliverables on a rapid timeline;
- g. Adequate facilities and personnel to perform the services properly and expeditiously;
- h. Recommendations from prior clients and, if desired, evaluations submitted by experts in the field;
- i. Must be a registered landscape architect in the State of Louisiana; and
- j. Respondents should also indicate whether they are a Disadvantaged Business Enterprise, and provide evidence of any formal registration as such. If respondent would potentially qualify for DBE status but has not registered as such they should indicate why.

To assist in the evaluation, respondents should submit a portfolio of prior designs both actual and conceptual and any materials they have prepared to be used by untrained end-users.

B. QUALIFICATIONS TO BE EVALUATED -- PROGRAM MANAGEMENT

Award of this contract shall be made based both on proposed rates and overall qualification levels. Respondents shall be evaluated on the following metrics:

- a. Rates for the service contemplated above. Rates may be expressed either in hourly increments or on a flat fee basis and are expected to include all expected staff that will be utilized for these functions. NORA will also look for a maximum price caps on any hourly fee arrangements. Rates should also identify what expenses respondent expects to have reimbursed by NORA and what costs they will directly bear.
- b. Experience or training in providing greening technical assistance and program management, including NORA's specific needs as described in the Scope of Work;
- c. Experience providing related technical assistance and community outreach, particularly experience within New Orleans and other similar urban communities;
- d. Experience or training in creating residential landscape designs and other similar scale projects;
- e. Experience or training managing federal, state, and local programs and related compliance documentation;

- f. Vision and description of how respondent would provide services effectively and rapidly;
- g. Demonstration that respondent clearly understands NORA's needs;
- h. Respondents should also indicate whether they are a Disadvantaged Business Enterprise, and provide evidence of any formal registration as such. If respondent would potentially qualify for DBE status but has not registered as such they should indicate why;
- i. Recommendations from prior clients and, if desired, evaluations submitted by experts in the field; and
- k. Availability to begin work immediately and work on a part-time basis if needed.

IV. GENERAL INSTRUCTIONS

1. DEFINITIONS

- A. "RFQ" shall refer to the entire set of documents associated with this Request for Qualifications and Fees including but not limited to these Specifications, the Respondent's Guarantees, and Respondent's Warranties for Consulting Services as well as any addenda to the aforementioned.
- B. NORA shall refer to the entity known as the New Orleans Redevelopment Authority, which is a public authority created under the laws of the State of Louisiana and, where the context speaks of approval of NORA, such approval is understood to be manifested by authorization of New Orleans Redevelopment Authority or its duly authorized representatives.
- C. "Contractor" shall refer to the respondent selected by NORA to provide the services set forth herein.
- D. "Contract" shall refer to the contract for services as executed between the Contractor and NORA pursuant to the RFQ and the Contractor's proposal.
- E. "Change Order" shall refer to any written modification of the Contract signed by NORA and the Contractor.
- F. "Rate" shall refer to a standard rate for the performance (by category such as preparation and filing of applications with the City of New Orleans, the State of Louisiana, HUD, and other local, state and

federal agencies; preparation of letter, notices, and other papers; research, and appearances at meetings and hearings) of the scope of services described above in section II. As noted above in Section II(B), NORA will also consider maximum price caps and other fixed fee arrangements.

2. PROPOSALS

Proposals will be received beginning on the 5th Day of September 2008 and NORA will continue to receive proposals on an on-going basis until the position is filled. If participant interest so demands, NORA may hire more than one firm to assist in the respective task. NORA's offices are located at 1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112,. Only one copy of a proposal is necessary.

3. QUOTATION PERIOD

All quotations or proposals must remain valid until NORA executes the Contract for the services herein, but this period shall not exceed 120 days from the proposals due date.

4. GUARANTEE

Each respondent must submit a fully completed and executed Respondent's Guarantee, attached hereto as Appendix "A".

5. BILLING DETAILS:

Billing shall be done on a monthly basis. The respondent shall explain the hourly rates for partners / principals, associates, and other staff, if applicable. The response shall also detail the basis for miscellaneous changes such as mileage or copying.

6. RESPONSIBLE FOR PROPOSAL

Respondents shall carefully examine all of the requirements of the RFQ, and shall evaluate all the circumstances and conditions affecting their proposals.

Failure on the part of any respondent to make such examination and to investigate thoroughly such areas shall not be grounds for any declaration

that the respondent did not understand the conditions and requirements of the RFQ.

7. EXPLANATIONS WRITTEN AND ORAL

Should a respondent find a discrepancy in, or an omission from, this RFQ or should he or she be in doubt as to any meaning therein, the respondent shall at once notify in writing NORA, who will send written instructions to all respondents. Any such notice from a potential respondent must be received by NORA on or before September 4, 2008. NORA will not be responsible for any oral instructions. In order to obtain any clarifications or interpretations of those specifications, contact Kirsten Melberg at NORA: kmelberg@cityofno.com; 1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112, (504) 658-4400 (phone) and (504) 658-4551 (fax).

8. ADDENDA

NORA reserves the right to amend the instructions, general and special conditions, scope of work, and specifications of this RFQ up to the time set for proposal opening. Copies of such amendments shall be furnished to all prospective respondents who have been issued a bid package. Where such amendments require significant changes in the scope of work, the date set for opening proposals may be postponed by such number of days as in the opinion of NORA shall enable prospective respondents to revise proposals; provided however, that, if the necessity arises to issue an addendum modifying the scope of work or specifications within the fourteen (14) calendar day period prior to the advertised time for the opening of proposals, the opening of proposal shall be extended by one (1) week. Addenda shall be part of the RFQ and the Contract, and receipt of all addenda shall be acknowledged in the Proposal Form by each respondent.

9. ANALYSIS OF PROPOSALS RECEIVED

NORA reserves the right to: (A) analyze the proposals submitted on the basis of the Hourly Rate or Rate and the services to be rendered, and (B) to investigate thoroughly the financial status, minority and woman owned business participation and hiring practices, experience, and record of each respondent, with the award being based upon the comparative qualities above-mentioned, as well as the prices and other information provided by each respondent.

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

10. REJECTION OR ACCEPTANCE OF PROPOSALS

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

11. UNACCEPTABLE PROPOSALS

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

12. CONTRACT REQUIRED

The successful respondent shall be required to enter into a contract with NORA within twenty (20) days after being advised of award.

13. COOPERATION WITH ALL PARTIES

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

EXHIBIT A: STANDARD CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

The following documents shall be part of the Contract to be executed between the Contractor and NORA:

- A. Specifications,
- B. Respondent's Guarantees (Appendix "A")
- C. Respondent Warranties (Appendix "B"); and
- D. Non- Collusions Statement (Appendix "C").

2. CONTRACT TERM

The contact term shall commence on September 2, 2008, and shall terminate December 31, 2009.

3. CANCELLATION FOR CONVENIENCE BY MUTUAL AGREEMENT

The performance of services under this contract may be terminated by NORA in whole or in part, whenever NORA shall determine that such termination is in the interest of NORA. Any such termination shall be effected by delivery to the respondent of a notice of termination specifying the extent to which performance of services under the contract is terminated and the date upon which such termination becomes effective.

This contact may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other acts of termination shall be in accordance with the termination by default or convenience provisions contained herein.

4. DEFAULT/TERMINATION

NORA shall have the right to cancel this Contract upon fifteen (15) days written notice if the Contractor fails to fulfill any of the requirements, terms, or conditions of this Contract as determined by NORA.

NORA may, by written notice of default to the respondent, terminate the whole or any part of this contract if the respondent fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as NORA may authorize in writing) after receipt of notice from NORA specifying such failure.

If the contract is terminated in whole or in part for default, NORA may procure similar services upon such terms and in such manner as herein specified. The respondent shall be liable to NORA for any excess costs for such similar services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

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

5. INSURANCE AND INDEMNITY

The Contractor shall defend, indemnify and save harmless, NORA against any and all claims, demands, suits, and judgments made or owing to any parties, as well as the costs, attorneys fees, legal interest, and any other expenses associated therewith, resulting from, or by reason of any negligent or intentional act or omission or negligent or intentional operation of work of the Contractor, its agents, servants, subcontractors or employees, while engaged upon or in connection with services required of or performed by the contractor under the terms of this Contract, and thereafter.

The Contractor shall defend, indemnify, and save harmless NORA against any and all claims, demands, suits and judgments made or owing to any parties, as well as the costs, attorneys fees, legal

interest, and any other expenses associated therewith, resulting from or by reason of, or arising out of any contract, agency arrangement, joint venture, employment relationship, or any other obligation or contractual relationship, whether expressed, implied, written, or otherwise between the Contractor and any other person or entity, engaged upon or in connection with services required or performed by the Contractor under the terms of this Contract, and thereafter.

The Contractor shall maintain, with insurance underwriters satisfactory to NORA, a standard form policy or policies of insurance in such amounts as to protect the Contractor and NORA against public liability for personal injury and property damage, and Workmen's Compensation and Employer's Liability.

To ensure that the selected respondent will be able to furnish the required insurance at the signing of this Contract, it is hereby required that all respondents must have these coverages currently in force for their present business operations and proof of this present coverage must be provided to NORA with any proposal that is submitted.

6. ASSIGNMENT OF CONTRACT

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

7. PAYMENTS FOR SERVICES

NORA will pay for services rendered under this contract in accordance with its normal accounting procedures. In essence, all payments will be made after the services have been rendered.

To be paid under this Contract, the Contractor shall at the end of each month send a detailed bill for the services rendered during the previous month to: New Orleans Redevelopment Authority, 1340 Poydras Street, Suite 600, New Orleans, Louisiana 70112.

Under no circumstances shall any delays in payments by NORA be considered as just cause for the Contractor to not furnish the services required herein.

8. TAXES

Contractor shall pay any charges or taxes assessed and/or levied upon this Contract, upon the performance of these services by the Contractor.

9. NON-WAIVER

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

10. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

To NORA: Executive Director
New Orleans Redevelopment Authority
1340 Poydras Street
Suite 600
New Orleans, LA 70112

To Contractor: _____

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

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

11. ATTORNEY'S FEES

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

12. EQUAL EMPLOYMENT OPPORTUNITY

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

13. CONFLICT OF INTEREST

No employee, officer or agent of NORA shall participate in the selection or in the award or administration of this contract if a conflict of interest, real or apparent, is involved. See Appendix "C" Non- Collusion Statement.

14. STATUS OF CONTRACTOR AND ITS EMPLOYEES

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

employed by the respondent shall be considered an employee of NORA for the purpose of workers' compensation coverage.

15. APPLICABLE LAW

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

16. AUDIT AND INSPECTION OR RECORDS

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

17. CONFIDENTIALITY

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

EXHIBIT B: STANDARD CONTRACT APPENDIXES

APPENDIX "A" - RESPONDENT GUARANTEES

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

Signature of Official: _____
Name (typed): _____
Title: _____
Firm: _____
Date: _____

APPENDIX "B" - RESPONDENT WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Louisiana laws with respect to foreign (non-State of Louisiana) corporations.
- B. Respondent warrants that it will not delegate or subcontract its responsibilities under the contract without the prior written permission of New Orleans Redevelopment Authority.
- C. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____
Name: _____
(Print or type)
Title: _____
Firm: _____
Date: _____

APPENDIX "C" - NON-COLLUSION STATEMENT

State of Louisiana _____

Parish of Orleans _____

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

EXHIBIT C - PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS AND FEES FOR LANDSCAPE ARCHITECTURAL CONSULTING SERVICES FOR THE LOT NEXT DOOR INCENTIVE PROGRAM FOR NEW ORLEANS REDEVELOPMENT AUTHORITY

Notice is hereby given that responses to a Request for Qualifications and Fees for Landscape Architecture Consulting Services for the Lot Next Door Incentive Program will begin to be received by the New Orleans Redevelopment Authority (NORA) at 1340 Poydras Street, Suite 600; New Orleans, LA 70112 beginning on September 5, 2008.

Copies of the Request for Qualifications and Fees for a Landscape Architectural Consultant may be obtained from NORA's website, which is www.noraworks.org.

NORA reserves the right to amend this RFQ and to accept or reject any and all proposals and/or any portions of proposals responsive to this RFQ.

Joseph E. Williams
Executive Director