

City of New Orleans, Louisiana
Request for Proposals
“Staff Augmentation and Project Management”
“July 13, 2009”

Request for Proposals: The City of New Orleans desires to hire a qualified firm to provide Staff Augmentation and Project Management. The Office of Technology is looking to establish a project management office that will provide project management, administration, and staff augmentation services for various citywide technology initiatives. 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 Technology directed Attention: M. Harrison Boyd, Interim Chief Technology Officer, 1300 Perdido Street Room E305, New Orleans, LA 70112, 504-658-7800, not later than July 24, 2009, 3:00 pm (CST):

- a) Signed proposals in Microsoft Word format or as a pdf file, marked “Staff Augmentation and Project Management”;
- b) **Eight (8)** hard copies of the proposal enclosed in a sealed envelope, marked “Staff Augmentation and Project Management”; and
- 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/bsol/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:

- (25%) Specialized experience and technical competence;
- (25%) 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 Orleans Parish..
Preference or first consideration will be given to respondents who maintain an office, residence or domicile in any of the parishes which comprise the Regional Planning Commission (St. Bernard, Plaquemines, Jefferson and St. Tammany);
- (20%) Willingness to promote full and equal business opportunities in accordance with the City’s Disadvantage Business Enterprise Program; and “See Attachment A: DBE Requirements”
- (20%) 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:

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

GENERAL INFORMATION

The Office of Technology (OT), hereinafter referred to as the City, is seeking to contract with a firm for the purpose of obtaining project management and staff augmentation services in the following areas:

1. Establishment of a Project Management Office (PMO) which will provide project management, and staff augmentation services for various citywide technology initiatives;
2. Project management and subject matter expertise in regard to the assessment and optimization of the city’s 3-1-1 call taking capability; and
3. Functional and technical subject matter experts as related to the integration of non-emergency and emergency call taking capabilities of the city;
4. Functional and technical subject matter experts to support the Capital Projects/Infrastructure Development Program Management team on an as needed basis.

The selected Contractor will provide qualified professionals to partner with and augment City staff personnel to form City project teams for specified technical and technology project implementations.

1.0 BACKGROUND

The City of New Orleans, Office of Technology (OT) facilitates effective, cost efficient use of technology by spearheading the assessment and deployment of technology based business management solutions, and service delivery strategies. In addition, OT provides the City of New Orleans a stable interoperable platform upon which technology based systems can be managed and operated. In addition, the OT provides business process engineering and supports various City departments in their implementation of management improved incentives.

The OT intends to implement a formal PMO and the Contractor shall provide support in all aspects of planning, developing, revising, coordinating, managing, and implementing program and project management processes, tools, and procedures. The Contractor shall also provide functional support for tasks by ensuring each work product is complete and providing analytical tools and techniques to ensure continual progress toward the goals and objectives set forth by the OT.

The OT intends to issue task orders for the assessment and implementation of various initiatives. Some of the Initiatives include:

Enhancing 311 non emergency call center operations
Technology –related Enterprise Management and IT infrastructure enhancements
Capital Projects/Infrastructure Development Project Management and Business Process Engineering

Task orders shall be executed consistent with best practice Project Management Organization (PMO) principles and shall include the scope associated with the specified areas completion of the assessment of the current New Orleans 3-1-1 system, and the development of a project plan associated with the strategic expansion of these initiatives.

2.0 GOALS AND OBJECTIVES

The City of New Orleans, Office of Information Technology is seeking staff augmentation consulting services to support the City in three broad areas:

- Assist the City in the development of a structured Project Management Office
- To provide assistance in project management, quality assurance and training as it relates to 3-1-1 and other public safety initiatives.
- Augment the City’s subject matter experts, on a one-on-one basis, to provide guidance, expertise and support on technical and functional subject matters related to various projects.

3.0 PROPRIETARY INFORMATION

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

4.0 KEY REQUIREMENTS

4.1 PROJECT MANAGEMENT AND ADMINISTRATION CONSULTANTS

Contractor will provide experienced consultants to assist City staff to manage and administer the solution-based contract in the following tasks:

- Project organization, policies, administration, planning, and oversight
- Communications including project portal, team collaboration, project reporting, project documentation methodologies, and public relations
- Training
- Change management and issue control
- Preparing and maintaining project work plan, project staffing, project budget/cost management, resource allocation and control, and time reporting
- Implementation planning and cost management
- Quality assurance

The Contractor shall establish a mechanism for mobilizing structured PMO(s) to ensure that all assigned city initiatives are implemented and effectively and consistently managed. The Contractor shall establish a structured program for ensuring the completion and effective creation of the following artifacts associated with each assigned areas:

- Program Management Plan (PMP)
- Program / Project Spend Plan(s)
- Communication Plan
- Risk Management Plan
- Test and Evaluation Master Plan (TEMP)
- Integrated Master Plan (IMP)
- Integrated Master Schedule (IMS)
- Requirements Document and Management Plan
- Systems Engineering Management Plan (SEMP)
- Requirements Development and Management Plan
- Concept of Operations Plans

The Contractor shall implement an effective process for ensuring the efficient use of all City resources and programs as they relate to specific projects, and shall provide an effective stakeholder management plan for all projects.

6.0 PROPOSAL CONTENT

COST PROPOSAL

The cost proposal must include the anticipated project roles included in the pricing tables included in this RFP and a proposed hourly rate per role.

The total compensation for the resulting contract will not exceed the total maximum contract amount which will be included in the resulting contract.

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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 twelve months, ending on August 1, 2010. 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. CANCELLATION: Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

13. 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. 2-1120, 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

**CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
TAX CLEARANCE AUTHORIZATION**

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

INSTRUCTIONS

1. To complete this form, provide all of the taxpayer information requested at the top of the form. Failure to fill in ALL taxpayer information requested may delay processing. If taxpayer authorization 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

CITY OF NEW ORLEANS DEPARTMENT OF FINANCE TAX CLEARANCE AUTHORIZATION

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

FOR CITY OF NEW ORLEANS USE ONLY		TRACKING NO.
RECEIVED BY FINANCE DEPT. ON: _____		
FROM: _____	PHONE _____	
TO REVENUE ON: _____	BY: _____	
TO TREASURY ON: _____	BY: _____	
TO DIRECTOR ON: _____	BY: _____	
COMPLETED & RECEIVED BY DEPT. FINANCE ON: _____		
DEPT. OF LAW RECEIVED ON: _____ BY: _____		

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.

► **A SEPARATE TAX CLEARANCE AUTHORIZATION IS REQUIRED FOR EACH CONTRACT**

► **IF THIS AUTHORIZATION IS NOT SIGNED AND DATED, IT WILL BE RETURNED**

Taxpayer Information

TYPE OF BUSINESS:

BUSINESS NAME:

OWNER'S NAME:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

Name Of Contracting Department:

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/IS NOT** DELINQUENT IN ANY TAXES OWED TO THE CITY.

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/IS NOT** DELINQUENT IN ANY TAXES OWED TO THE CITY.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

I HEREBY ASSERT THAT THE DELINQUENCY **IS/IS NOT** REMEDIED.

I HEREBY ASSERT THAT THE DELINQUENCY **IS/IS NOT** REMEDIED.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

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

DIRECTOR OF FINANCE

DATE

**City of New Orleans, Louisiana
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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.