



FINANCE NEW ORLEANS

The Finance Authority of New Orleans
(d/b/a Finance New Orleans or FNO)
Request for Proposal Upper/Lower Roof Replacement and
Repairs at 618 Baronne Street, New Orleans, LA 70113

RFP: 001-2022

Submittals Due: June 2, 2022



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**Finance New Orleans-- Request for Proposal Upper/Lower Roof Replacement and Repairs
at 618 Baronne Street**

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The Finance Authority of New Orleans
(d/b/a Finance New Orleans or FNO)
Request for Proposal Upper/Lower Roof Replacement and Repairs at 618
Baronne Street, New Orleans, LA 70113
RFP: 001-2022
Submittals Due: June 2, 2022

RFP Announcement Release Date:	Thursday, April 28, 2022
Pre-Bid meeting:	Thursday, May 12, 2022; Time: 12:00pm-1:00pm (CST)
(Zoom information): https://us02web.zoom.us/j/82590194791?pwd=MXRWeENpNFcvcmxUUUhncHlveEl1Zz09	Meeting ID: 825 9019 4791 Passcode: 420273
Walk-through (Roof) <i>MUST HAVE CERTIFICATE OF LIABILITY INSURANCE FOR INSPECTION OF ROOF</i>	Tuesday, May 17, 2022, at 1 PM
RFP Questions/ Clarifications Due: Questions directed to Procurement Department: Procurment@financeauthority.org	Thursday, May 19, 2022, at 3:00 PM
Proposal Submittal Deadline:	June 2, 2022, Time: 12:00 PM (CST)
Selection committee meeting: Instructions/Scoring	001-2022 June 8, 2022
Award notification:	June 9, 2022, at 5:00 PM

If Finance New Orleans identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract. The contract will contain the standard FNO contract provisions shown in Attachment M. Proposals **MUST** contain the following statement signed by the applicant or its authorized representative, **“By responding to this RFP, respondent agrees to Finance New Orleans’ required Contract Provisions as provided in Attachment “M” and therefore waives any future right to contest the required provisions.”**



1. Definitions:

- A. The Finance Authority of New Orleans (d/b/a Finance New Orleans or FNO) herein referred to as (“Finance New Orleans” or “FNO”)
- B. Proposer(s) (RFP Respondent) on behalf of the Contractor
- C. Contractor performs the requested services

2. Organization Background:

Finance New Orleans is a quasi-governmental financial institution **with a mission to improve the quality of life in the City of New Orleans by investing in affordable housing, economic development, and climate resilience projects that produce quality jobs and wealth for residents.** The City Council of New Orleans created Finance New Orleans in 1978 under the Louisiana Public Trust Code (La. Revised Statutes 9:2341-47). FNO was initially called the New Orleans Home Mortgage Authority but changed its brand in 1999. Finance New Orleans was recently adopted as a brand name in 2020 to reflect its future direction. Finance New Orleans is not a department or division of the City of New Orleans, but the City Council of New Orleans appoints its seven-member Board of Trustees. Since 1978, Finance New Orleans has financed more than **\$630 million** worth of mortgages and down payment grants for more than 7,800 first-time homebuyers and low to moderate-income families throughout Orleans Parish.

3. Long-Term Strategic Vision:

After sustaining several natural and financial disasters, Finance New Orleans re-imagined its operations to focus on using climate resilience as an opportunity to protect and grow New Orleans to its full potential for all community stakeholders. In 2021, Finance New Orleans launched a 10-Year Strategic Vision that includes four goals:

- Use Climate Resilience to Physically Transform New Orleans
- Create Economic Development Opportunities
- Build Public Wealth for Community Reinvestment
- Grow as an Agile and Innovative Organization

4. Background: Making Finance New Orleans a Better Home

Finance New Orleans is a housing and development finance agency serving all New Orleanians to better our community. We provide mortgage financing for low-to-moderate-income families and credit support for affordable rental and community development projects. Founded by the City Council of New Orleans in 1978 as the New Orleans Home Mortgage Authority, our organization began by recognizing and acting on the demand for more affordable home mortgage financing. Today, Finance New Orleans operates with a seven-member Board of Trustees appointed by the City Council of New Orleans; however, we are not a department or division of the city government.

5. Purpose:

Finance New Orleans seeks proposals from qualified Proposers interested in providing Upper/Lower Roof replacement and renovation described in this RFP. The winning Proposer shall provide proposals that should demonstrate the applicant's qualifications to perform the needed services and attend to all factors applicable in a professional relationship. In addition, proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from the Finance New Orleans' website at <http://www.Financenola.org>. Finance New Orleans will not accept proposals submitted by fax. Finance New Orleans must receive all submissions on or before the Delivery Deadline. Finance New Orleans will not accept submissions delivered after the deadline. Finance New Orleans will not credit delivery claims not documented by an original receipt. The Proposer is to have a management structure that will ensure high-quality customer service and a plan to maintain



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responsiveness and effective communication with Finance New Orleans' Procurement Department. The Proposer is expected to offer the requested service at a competitive price, and all the necessary factors that contribute to the fee must be included in the proposal price. In addition, the Proposer is to have a demonstrated track record of success in the industry, provide positive references, and have sound business practices that show fiscal responsibility. While the Proposer's cost is of great importance, proposing the lowest price will not assure award of the service. Finance New Orleans demands comprehensive, reliable, efficient, professional service and high-quality customer service. Failure to address Finance New Orleans' requirements or concerns about any matter will disqualify the Proposer from consideration. **Please see page 4 for the entire proposal evaluation rubric.**

6. Contract Period:

This RFP addresses the Contract Period from June 28, 2022, through September 28, 2022 (completion date).

7. RFP Bid Instructions:

- A. Respondents shall submit the following to Finance New Orleans, via email at procurement@financeauthority.org, not later than **12:00 PM (CST)**.
- B. Hard copies or other electronic forms of submissions will not be accepted.
- C. Offeror shall provide a digitally signed proposal as a PDF file, marked "Replace Upper/Lower Roof (001-2022)".
- D. Offeror shall also provide (as a PDF file) a signed cover letter including the company's name, address and primary contact for the qualification proposal.
- E. The primary contact information shall include the submitter's name, telephone, and email address.
- F. Proposals should clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship.
- G. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from the FNO's website at <http://www.financenola.org>.
- H. FNO will not accept proposals submitted by fax. All proposals must be received by FNO on or before the Delivery Deadline.
- I. FNO will not accept proposals delivered after the deadline.
- J. FNO will not credit delivery claims not clearly documented by the original receipt.
- K. Anticipated Proposal Timetable RFP Release April 28, 2022. Questions/Clarifications due May 19, 2022. Responses to Questions/Clarifications Posted May 20, 2022. Proposal Submissions Due **June 2, 2022**.
- L. Selection Committee Meeting TBD Award Notification TBD. If FNO identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract.
- M. The contract will contain the standard FNO contract provisions shown in **Attachment "M"**.
- N. Anticipated Proposal Timetable:
 - RFP Release TBD
 - Questions/Clarifications Due TBD
 - Responses to Questions/Clarifications Posted TBD
 - Proposal Submissions Due TBD
 - Selection Committee Meeting TBD
 - Award Notification TBD
 - If FNO identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract. The contract will



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contain the standard FNO provisions shown in **Attachment “M”**

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8. Evaluation:

A variety of weighted criteria, given below, will be considered in evaluating proposals. This evaluation will be based on information provided within the Proposal by the Proposer during RFP-specific presentations or negotiations, client references, and industry references.

Component	Scoring Scale	Evaluation Criteria
PROPOSAL QUALITY	0-30 points	Award of a purchase order or Contract is based on the best value to Finance New Orleans: quality, availability, delivery, specifications, terms, conditions, and experience for the particular purpose. When a solicitation requires an oral presentation, submission of test samples, or inspection of facilities, these factors are part of the component evaluation. The lowest bid(s) receive 0 points; the Highest bid(s) receive 30 points; all other bids receive between 29 and 1 points.
PRICE	0-20 points for A COMPLETED PRICE SHEET	The total cost may include unit price, delivery, installation, maintenance, and cost of operation as defined in the solicitation. If there is a discrepancy between a unit price and its extension, the unit price will prevail.
HEADQUARTER LOCATION	0-20 points each The applicant has provided verifiable evidence of component described by the Evaluation Criteria	20 Points: Principal of Business and Registered Office in Orleans Parish as listed with the Louisiana Secretary of State. 10 Points: Principal of Business and Registered Office in the Greater New Orleans Area (Jefferson, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, and St. Tammany) as listed with the Louisiana Secretary of State.
DBE	0-20 points each	20 Points: Certified DBE, a certificate issued by the Department of Transportation, City of NEW ORLEANS, or other certifying agency, must be provided with the submission. 10 Points: The degree to which the Proposer's response meets or exceeds a DBE contract GOAL OF ten (10) percent has been established for this Contract.
COMMUNITY INVOLVEMENT	0-10 points for each Applicant can successfully demonstrate the component as described by the Evaluation Criteria.	Consideration is also given to the applicants' potential ability to perform successfully under the terms and conditions and their past performance record.

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9. Proposal Authorities, Restrictions & Clauses:

- A. Finance New Orleans reserves the right to reject all proposals for any reason.
- B. Finance New Orleans reserves the right to correct or waive irregularities in submitted submissions should it be deemed in the best interest of Finance New Orleans to do so.
- C. Finance New Orleans reserves the right to negotiate all proposals for any reason.
- D. Finance New Orleans reserves the right to award to more than one Proposer.
- E. Finance New Orleans has 60 days to accept a submitted Proposal: The Proposer cannot withdraw a Proposal within those 60 days without mutual consent with Finance New Orleans.
- F. Finance New Orleans reserves the right to require a performance bond if such is required, the cost of that bond will be reimbursed to the Contractor by Finance New Orleans.
- G. Final prices will be negotiated between the Proposer and Finance New Orleans. Finance New Orleans reserves the right to cancel the contract award if the Proposer cannot commit to a contract with prices within 5% of what is initially quoted.
- H. **Effect:** This Request for Proposal and any related discussions or evaluations by anyone creates no rights or obligations whatsoever. Finance New Orleans 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 Finance New Orleans and the selected respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation. Additional Requirements: Finance New Orleans reserves the right to amend the instructions, requirements, general and special conditions, the Scope of Work, and specifications of this RFP. If it becomes necessary to revise any part of the RFP, Finance New Orleans will provide an addendum to all potential respondents who receive the RFP.
- I. **Proprietary Information:** Only information in legitimate trade secrets or non-published financial data may be deemed propriety or confidential. Any material within a proposal identified as such must be marked as CONFIDENTIAL in the Proposal and handled according to Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. A proposal to replace and renovate 618 Baronne Street's upper and lower roof marked as confidential in their entirety may be rejected without further consideration or recourse.
- J. **Termination of the Contract:** The Contract will naturally expire at the end of the contract term. Finance New Orleans reserves the right to terminate the Contract with thirty (30) days advance written notice because of inferior quality of materials, product, craft, and/or reductions/termination of funding. In addition, Finance New Orleans reserves the right to terminate the Contract immediately if there are unresolved safety or liability concerns.
- K. **Negative Assurances:** Finance New Orleans cannot assure that the services will be awarded to any Proposer at any time.

10. Prohibitions:

- A. Finance New Orleans shall assess, negotiate, and decide on this Proposal without influence from the Proposer's employees, the Proposer's representatives or agents, the Proposer's vendors, or any other parties with a business, financial, or family relationship. The Proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon Finance New Orleans, its Board (s), and its agents; violators will be prosecuted to the extent of the laws pertinent to Finance New Orleans.



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- B. Proposers must submit a firm bid. A Proposer shall not stipulate any conditions not contained in the contract documents in its Proposal. Any qualifying statements or conditions may be declared irregular and not responsive to the bid's advertisement.

11. Proposer Responsibilities:

- A. The Proposer must inspect all submitted documents to assure completeness, and legibility.
- B. It is the Proposer's duty to understand the RFP; any misunderstanding is the responsibility of the Proposer; Finance New Orleans has no obligation to correct, reject or question any portion of the Proposal.
- C. Proposer must abide by all RFP requirements; the Proposal may be rejected by Finance New Orleans regardless of the type or significance of noncompliance.
- D. **Submission Information:** Responses must be submitted per **Attachment I** of this RFP.
- E. **Evaluation and Selection:** Finance New Orleans will select the successful respondent(s) according to the procedures described in **Number 8 Evaluation**.
- F. Proposals MUST contain the following statement signed by the applicant or its the authorized representative, **"By responding to this RFP, respondent agrees to Finance New Orleans' Required Contract Provisions as provided in Attachment "M" and therefore waives any future right to contest the required provisions."**
- G. **Scope of Services:** **Attachment "A"** describes the needed services.
- H. **Contracting:** Finance New Orleans reserves the right to select multiple vendors to perform any and/or all roofing replacement services requested herein. If Finance New Orleans identifies a likely roofing provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services contract. This Contract will stipulate the terms and conditions of the services to be provided and will contain the standard Finance New Orleans contract provisions shown in **Attachment "M"**.
- I. **Ownership:** All responses and documentation submitted therewith are Finance New Orleans property for all purposes. Applicants will mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.
- J. **Cost of Preparing Responses:** Finance New Orleans shall **not** be liable for any costs incurred by respondents before entering a contract. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the respondent's responsibility and shall not be reimbursed in any manner by Finance New Orleans.
- K. **Errors and Omissions in Proposal:** Finance New Orleans shall not be liable for any errors in responses. Finance New Orleans, at its option, has the right to request clarification or additional information from the respondents.
 - i. **Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted Work in the State of Louisiana.
- L. **Compliance with All Applicable Laws:** Any work completed pursuant to a response to this RFP shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana. At the time of respondent's submission of its RFP response and continuously during the performance of any work pursuant to this RFP, the respondent shall comply with all applicable laws of the State of Louisiana, the United States, and local ordinances including licensure requirements.
- M. **Insurance:** The selected respondent(s) will be required to provide the following insurance coverages.
 - i. The Contractor shall purchase insurance in its name and maintain insurance at its sole cost and expense as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the



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Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or provide any of the Work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by Finance New Orleans shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.

- ii. The total insurance limit must be equal or greater than the minimum acceptable, not less than the limits indicated below. If any policies contain a deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for general liability but are acceptable for professional liability policies.
- iii. The Chief Executive Officer and Finance New Orleans are hereby named an additional Insured.
- iv. The Contractor shall endorse their policies (as applicable) to provide Waiver of Subrogation/Endorsement to include written contracts in favor of Finance New Orleans, its elected and appointed Officials, Board, Committees, agents, directors, servants, employees, and volunteers.
- v. Types and Amounts:
 - (1) General Liability:
 - (2) Commercial General Liability Form C.G. 00 01, or pre-approved alternative providing at least as broad coverage, the insurance shall be written on an "occurrence" basis; with a minimal timeframe in consideration of completion of project. (\$1,000,00 per occurrence/\$2,000,000 general aggregate.)
 - (3) **Finance New Orleans will not credit any blanket exemption claims lacking specific justification. Finance New Orleans does not guarantee the confidentiality of submissions.**

12. Public Access to Information/Confidentiality:

- A. All information submitted in response to a solicitation issued by Finance New Orleans shall remain confidential until after final approval and award are made.
- B. Furthermore, Finance New Orleans shall not disclose information submitted to Finance New Orleans in confidence in response to a solicitation and not otherwise required by law to be introduced, where such information should reasonably be considered confidential.
- C. Proprietary Information: Only information in legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be marked as CONFIDENTIAL in the Proposal and handled according to the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. A proposal to replace and repair 618 Baronne Street's Upper/lower roof marked as confidential in its entirety may be rejected without further consideration or recourse.

13. Location of Services:

Finance New Orleans desires to return to its original, historical, office located at 618 Baronne Street, NOLA, 70113.



14. **Staffing:**

The Proposer agrees not to discriminate against any employee or applicant because of race, sex, religion, color, age, disability, national origin, or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and background checks before employment and submit those tests to Finance New Orleans upon request. For more information on required background check information, please see **Attachment E**. At the request of the Chief of Staff, the Proposer will immediately remove from the Work Site any person employed on the Work Site who, in the opinion of Finance New Orleans, is incompetent or who has been conducting him- or herself improperly. The Proposer will not permit a removed person to remain on or return to the Work Site or any Finance New Orleans site. The Proposer shall always maintain adequate staffing. All the Proposer's employees shall be presentable, helpful, friendly, and cooperative always. Finance New Orleans places and the Proposer accepts full responsibility for assuring such personnel qualities.

- A. **Appointment of Project Manager:** The Proposer will appoint an experienced Program Manager residing in the Greater New Orleans area to be responsible for all Work required under the Contract. The Project Manager will manage all technical activities of the Proposers (scheduling, deliveries, staffing, updates, etc.) and business activities (compliance, inspection, billing, etc.) and must be trained and experienced in the supervision of project management. The Project Manager must be acceptable to Finance New Orleans and receive any order or communication relating to the Work on this Contract on behalf of the Proposer. The Project Manager will be always readily accessible to Finance New Orleans' Chief of Staff of designated personnel and will have communication equipment (cell phone and email).
- B. **Assignments:** Services shall be performed by qualified, trained, and properly licensed personnel whom the Proposer directly employs. The Proposer will not make any assignments or subcontract any work under this agreement without prior written permission from Finance New Orleans.
- C. **Confidentiality:** Confidentiality is always required from the Proposer and its employees.
- D. **Legal:** The Proposer must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act. The Proposer must notify Finance New Orleans concerning any litigation involving the Proposer or its parent or subsidiary companies. The Proposer must report to Finance New Orleans any employees who have been arrested for any offense related to the theft of property.
- E. **Responsibility:** The Proposer will be responsible for all damage to FINANCE NEW ORLEANS' property, equipment, and building are caused by its employees or equipment. The Proposer will also be responsible for injuries to persons caused by its staff or equipment. Therefore, the Proposer must be knowledgeable about and abide by all provisions of legislative enactments, by-laws, and regulations regarding safety.

15. **Insurance:**

The Proposer will provide these insurance coverage types, and these minimum limits with an "A," VII or above AM Best rated insurance carrier licensed in Louisiana:

- A. Workers Compensation- \$500,000 for Employers Liability and statutory limits per the State of Louisiana.
- B. Commercial General Liability- \$500,000 per occurrence/\$500,000 general aggregate.
- C. **Note:** The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit. Reporting any claim or suit and the subsequent defense and indemnity there would generally be provided by the policy.

The Contractor will designate Finance New Orleans as an Additional Insured on the General



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Liability for completed and ongoing operations. Please provide a waiver of subrogation in favor of Finance New Orleans for all policies and require that all policies be primary and noncontributory with Finance New Orleans' insurance coverage. Before work begins under the Contract and within 15 days of each subsequent policy renewal, the Contractor will provide a certificate of insurance evidencing such coverage. Insurance policy will provide that no coverage can be canceled except with a minimum of thirty (30) days written notice to the Contractor and additional Insured, specifically Finance New Orleans the cancellation or loss of insurance shall constitute a material breach during the term of this project which will allow Finance New Orleans to terminate the Contract immediately.

Such policies shall name Finance New Orleans (specific name and its officers, employees, agents, volunteers, etc., as developed by their legal counsel) as additional insured for ongoing and completed operations on General Liability. Such policies shall evidence the insurer's waiver of subrogation in favor of a quasi-government agency concerning general liability and workers' compensation policies, be primary and noncontributory with any coverage maintained by a quasi-government agency and provide that notice of cancellation shall be provided to Finance New Orleans in accordance with policy provisions.) The Contractor shall give duly executed certificates evidencing such types and insurance limits as required above. Such certificates shall be deposited with Finance New Orleans on or before the Commencement Date of this Agreement. The Contractor's failure to provide a certificate or Owner's acceptance of a non-conforming certificate does not waive these contractual insurance requirements.

16. General Specifications:

A. **Contractor's Liability Insurance:** If applicable, the Contractor shall require all subcontractors to maintain, in limits equal to or greater than the Contractor's, the same insurance coverage for work performed or materials provided for the work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this Contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and insurance coverage limits. If a subcontractor's noncompliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the sub- Contractor's work, actions, or inactions.

i. General Requirements:

- a. **Qualifications of Insurers:** All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages required. Such insurance companies utilized have a minimum rating of A- VI (or the State of Louisiana Public Bid Law (R.S.: 38:2211-2296) as of the most recent edition of A.M. Best's Key Rating Guide.
- b. **Partnerships:** If the Contractor is a partnership, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership, shall also be furnished.
- c. **Certificates of Insurance:** The Contractor shall furnish to Finance New Orleans Certificates of Insurance effecting coverages required in this Contract. The certificates for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on



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- forms to be received and approved by Finance New Orleans. Finance New Orleans reserves the right to obtain complete, certified copies of all required insurance policies at any time.
- d. **Objection by Finance New Orleans:** If Finance New Orleans has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work-based on non-conformance with the Contract, Finance New Orleans shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to Finance New Orleans' objections within ten (10) days from the date of the letter request.
 - e. **The Contractor's Failure:** Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver, or maintain such insurance as required herein, at the election of Finance New Orleans, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the Contractor's obligations concerning indemnification.
 - f. **No Waiver of Liability:** Acceptance of evidence of the insurance requirements by Finance New Orleans in no way relieves or decreases the Contractor's liability for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims, and/or suits and costs of any kind that exceed the Contractor's liability limits or maybe outside the coverage scope of the Contractor's insurance policies. Therefore, the insurance requirements outlined in this document shall not be construed to limit or eliminate the Contractor's liability that may arise from the performance of Work under the Contract.
 - g. The Contractor's coverage is to be primary for any, and all claims and/or suits related to or arising from the Work, and any insurance coverage maintained by Finance New Orleans is to be deemed as an excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.
 - h. **No recourse against Finance New Orleans:** The insurance companies issuing the policies shall have no recourse against Finance New Orleans for payment of any premiums, deductibles, retentions, or assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.
 - i. **Finance New Orleans' Liability Insurance:** In addition to the insurance required to be provided by The Contractor above, Finance New Orleans, at its option, may purchase and maintain at Finance New Orleans' expense its liability insurance as will protect Finance New Orleans against claims which may arise from operations under the Contract.

17. Environment:

The Proposer is expected to adhere to and assist in reducing harmful emissions, recycling materials, and preserving the environment through programs instituted by Finance New Orleans and their operations. In addition, the Proposer will make every effort to expand the environmental



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programs in their areas of responsibility.

A. Transition Plan: The Proposer must have all staff, equipment, materials, insurance coverages, and procedures in place **BEFORE service begins on June 28, 2022.**

B. Start-Up Schedule: Finance New Orleans expects the Proposer to meet a specific start-up schedule. The Proposer must have the staffing and resources necessary to deliver accurate information to Finance New Orleans' Chief of Staff on or before the delivery dates and meet the activities' deadlines given below. Dates subject to adjustment to accommodate the needs of Finance New Orleans:

- I. **June 27, 2022: Board Meeting where Contract will be approved.**
- II. Onboarding Meet and Greet June 13, 2022
- III. New Contract Begins June 28, 2022
- IV. Completion status update. July 15, 2022
- V. Project Cleanup: September 7, 2022
- VI. Project Completion and return of key: September 16, 2022

18. Living Wage:

The Proposer agrees to carefully monitor and enforce salaries and benefits that permit their employees to live comfortably. Today, working people struggle to cover the cost of housing, food, health care, childcare, and other necessities for themselves and their families. A worker paid the minimum wage of \$7.25/hour, or any wage below a living wage, cannot possibly afford necessities without assistance. This creates problems for workers and businesses and the local economy. Paying a living wage increases worker morale, worker health, and quality of service. Paying a living wage also lowers absenteeism, turnover rates, and recruiting and training costs. Living wages stimulate the economy through increased consumer spending and contribute to a sustainable quality of life as well as stops the perpetuation of poverty in New Orleans.

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FINANCE NEW ORLEANS

ATTACHMENT "A" SCOPE OF SERVICES

Finance New Orleans invites qualified firms to submit proposals for Upper/Lower roof repairs and renovations with a 5 annual year term warranty. Proposals shall include warranties for both roofing materials, defects, material recalls, and subpar repair service for the warranty period.

VCA02598

Roof

Upper Roof



2380.00 Surface Area
208.00 Total Perimeter Length

23.80 Number of Squares

DESCRIPTION	QUANTITY	UNIT
1. R&R Built-up 3 ply roofing - in place	23.80	SQ
2. R&R Insulation - ISO board, 1"	23.80	SQ
Replace ISO board which requires replacement with R&R of mechanically attached roof membrane (note: approximately 30% of ISO Board is damaged due to wind)		
3. R&R Flash parapet wall only	34.00	LF
Front elevation		
4. R&R Flash parapet wall only - bitumen	174.00	LF
Front and sides of building		
5. R&R Flashing, 14" wide	52.00	LF
Flashing around skylight		
6. R&R Drip edge - PVC/TPO clad metal with cleat	34.00	LF
7. R&R Pitch pan/ pocket - up to 6" x 6" x 4" -PVC/TPO	2.00	EA
8. R&R Furnace vent - rain cap and storm collar, 5"	2.00	EA

Total: Upper Roof

Lower Roof



768.75 Surface Area
111.50 Total Perimeter Length

7.69 Number of Squares



FINANCE NEW ORLEANS

DESCRIPTION	QUANTITY UNIT
9. R&R Built-up 3 ply roofing - in place	7.69 SQ
10. R&R Insulation - TSO board, 1"	7.69 SQ
Replace TSO board which requires replacement with R&R of mechanically attached roof membrane note wind-related damage to approximately 20% of ISO board)	
11. R&R Flash parapet wall only - bitumen	30.00 LF
12. R&R Drip edge - PVC/TPO clad metal	55.00 LF
55.00 LFwith cleat	
Rear & Right elevations	
13. R&R Pitch pan/ pocket- up to 6" x 6" \ 2.00EAx 4" - PVC/TPO	
14. R&R Flashing, 14" wide	52.00LF
Flashing around Roof-mounted HYAC systems	
15. Dumpster load - Approx. 30 yards, 5-7	
3.00EAtons of debris	
Smaller dumpsters are required due to access.	

[CONTINUE TO
NEXT PAGE]

ATTACHMENT "B" QUESTIONS

The Proposer must provide a detailed response (approximately 1 page) and include additional documentation or forms if desired for each short answer question below. The Proposer must answer every question.

- A. **Communication Plan:** Given the urgency of this project, does Proposer have the capacity to complete this project timely. Provide a timeline of completion.
- B. **Feedback System:** The Proposer will enact a rigorous feedback system so that Finance New Orleans is abreast as to progress and obstacles during the project.
- C. **Inclement Weather Plan:** In a severe weather event, what is Proposer's plan to mitigate current work, maintain materials and continue the project to completion.
- D. **Weatherization of materials:** In addition to sustainable, weatherized products, Finance New Orleans would like a specification of materials and products used to replace the roof.

[CONTINUE TO NEXT PAGE]

ATTACHMENT "C" PROPOSAL REQUIREMENTS

- A. Executive Summary (2 pages maximum):
 - i. This section should serve to introduce the firm and acknowledge the scope of the Proposal. It should include administrative information, including, at a minimum, the name of the point of contact, the physical and email address, and the telephone number of the individual or firm. If a firm, the name and title of the individual authorized to negotiate contract terms and make binding commitments shall also be included. This section must include the stipulation that the Proposal is valid for a period of thirty (30) days from the date of submission. This section MUST contain the following statement signed by the applicant or its authorized representative.
- B. "By responding to this RFP, respondent agrees to Finance New Orleans' Required Contract Provisions as provided in **Attachment "M"** and therefore waives any future right to contest the required provisions."
- C. Company References:
 - i. Experience in the business roofing industry in New Orleans.
 - ii. Provide a list of at least three (3) current references for the most relevant completed contracts that directly relate to the scope of services to be offered by the firm. Include the reference company's name, address, contact name and title, phone number, email address, and description of the service provided. The references should collectively commend the firm's capacity Company organization Information. This section should describe the firm by providing:
 - (1) its full legal name,
 - (2) the date of establishment,
 - (3) type of entity and business enterprise,
 - (4) short history,
 - (5) Its current ownership structure, and
 - (6) any recent material significant or proposed changes in ownership. This section should also demonstrate the firm's prior experience and service quality provided on engagements similar in size, scope, and function to the proposed Contract. The firm should describe any examples or characteristics that would be uniquely relevant in evaluating the firm's experience to handle the proposed project. The firm should describe its presence and commitment to Finance New Orleans.
- D. If the firm intends to subcontract for portions of the work, the firm should identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor. Information required of the firm under the terms of this RFP shall also be necessary for each subcontractor. Additionally, firms should discuss their understanding of Finance New Orleans needs related to the scope and address how the services described in Attachment A: Scope of Services will be provided, including applicable timeframes and implementation schedule.
- E. Secretary of State, Certificate of Good Standing.
- F. Licensed Contractors Certificate of Certificate number.
- G. Proposer's references (minimum of 3) - please include contact info, not letters of reference.
- H. Summary of ability to take on the additional workload expected by the Proposer
- I. Roof replacement and renovation implementation Plan.
- J. Customer Service Proposal: Project manager's contact information.
 - i. How the Proposer plans to monitor and measure service quality (schedule of inspections).
 - ii. How the Proposer plans to keep Finance New Orleans informed of service quality.

- iii. Contingency/Coverage plan for expected and unexpected weather events, shortage of staff due to COVID-19.
 - iv. Other methods for ensuring high-quality customer service
- K. Conflict of Interest:
- i. The Proposer shall disclose any direct or indirect, current, or future, conflicts of interest between themselves and Finance New Orleans and their respective employees in the attached Conflict of Interest Disclosure Affidavit (Attachment J). If questions arise about potential conflicts of interests, don't hesitate to get in touch with Finance New Orleans before submitting Proposal.
- L. Performance:
- i. Timeless and Responsiveness – The selected vendor will be expected to return all Finance New Orleans' phone calls and emails communication within forty-eight (48) hours. Finance New Orleans and vendor will develop mutually agreed-upon deadlines and penalties for specific deliverables or technical assistance as appropriate. The vendor's failure to meet mutually agreed upon task-specific deadlines may result in a five percent (5%) penalty discount on the subsequent invoice.
 - ii. Termination - The individual or firm contracted will be subject to audit/monitoring by Finance New Orleans if it is determined that the individual or firm has misrepresented themselves and is not competent to perform the task, in which case; this may result in contract termination.
 - iii. Termination may also be for serious misconduct, habitual neglect of duty or incompetence, conduct incompatible with FNO's mission, policies, procedures, or applicable local, State, or federal law.
- M. Fee Schedule:
- i. Provide a schedule of hourly rates in a separate attachment identified with the words "Schedule of Hourly Rate." The fee schedule shall contain hourly rates and job titles of all staff assigned work under the Contract resulting from this RFP. In addition, the fee schedule should include Product Pricing by each Module that will consist of user licenses, and support services. Cost estimates will be considered as "not to exceed" quotations, except to the extent that the assumed scope is changed by agreement in writing.
- N. Disadvantaged Business Enterprise (DBE) Information:
- i. Finance New Orleans seeks to extend subcontracting opportunities to the City of New Orleans DBE Certified Disadvantaged Business Enterprises (DBE's) to promote economic growth. A DBE contract goal of between 10 and 20 points has been established for this Contract.
 - ii. The offeror/bidder shall agree to use its best efforts, as determined by the Compliance Director, in accordance with the factors set forth in Finance New Orleans' DBE goals to meet the contract goal for DBE participation in the performance of this Contract.
 - iii. All firms shall complete and submit the DBE Participation Certificate and address the following:
 - The names and addresses of all DBE firms participating in the Contract.
 - The commitment of each DBE firm participating in the Contract is based on the percentage of the total dollar value of the Contract.
 - Written confirmation from the named DBE(s), verifying their participation in the Contract provided in the commitments made under (a) and (b) above.
 - If the contract goal is not met, evidence of best efforts.
 - Please provide such rates if there are discounted rates for public or governmental entities like Finance New Orleans.
 - *NOTE: Proposed fees shall be valid for a minimum of 90 days upon receipt.*

- O. Warranty Disclosure for service work and materials.
- P. Contact Information/Bid Authorization – Attachment F
- Q. Non-Collusion Affidavit – Attachment G
- R. Responsibility Disclosures – Attachment H
- S. Checklist of Required Elements – Attachment I
- T. Conflict of Interest Form – Attachment J
- U. Insurance Ability or Certificates (Requirements for insurance on Page 8- 10; No. 15 and No.16)- Attachment K
- V. Service Proposal – Pricing Sheet – Attachment L (All pages must be completed, indicate N/A where appropriate.

END OF RFP NARRATIVE

[CONTINUE TO NEXT PAGE]

ATTACHMENT "D"
PAGE 1 OF 1
FINANCE NEW ORLEANS – SITE INFORMATION

Bird's eye view: [618 Baronne street - Bing](#)

Calendar - Najah S... x Mail - Najah Shakir x zoom updates - Bin x Upgrading Zoom to x 618 Baronne street x 618 Baronne St, Ne x + -

← → ↻ 🏠 🔒 https://www.loopnet.com/property/618-baronne-st-new-orleans-la-70113/22071-103104513/

📄 Returning to Work |... 📁 phone 📧 Committee Slate - ... 📄 Legal Consultative... 📄 Board of Trustees... 📄 New tab 📄 Cytracom Portal 📄 Preventing the spre... 📄 Prevent | Definition...

PROPERTY RECORD

This page contains information about the property located at 618 Baronne St, New Orleans, LA, 70113.

618 Baronne St, New Orleans, LA 70113

Primary Photo

618 Baronne St, New Orleans, LA Parcel Map

69°F 5:06 PM 1/19/2022

[CONTINUE TO NEXT PAGE

**ATTACHMENT “E”
VENDOR BACKGROUND CHECKS AT FINANCE NEW ORLEANS**

We are required to have a background check on all.

Background checks to be used, according to vendor’s role and level of authority (see below chart for details:

- Sex Offender Search: [Louisiana State Police Bureau of Criminal Identification and Information](#)
- State Criminal History Record
- Federal Criminal History Record- FBI Report
- National Criminal History Record

Background check results remain in effect for 30 days, with the vendor’s written agreement that the vendor will notify Finance New Orleans if the criminal status changes for any reason.

[CONTINUE TO NEXT PAGE]

ATTACHMENT "F"
PAGE 1 OF 1
CONTACT INFORMATION / BID AUTHORIZATION
{PLEASE PROVIDE}

Contact Name:

Primary Contact Phone Number:

Primary Contact Email Address:

Company Legal Name:

Company Phone Number:

Company Website:

Year Company Founded:

Years in operation in New Orleans:

Number of Clients:

Number of Employees:

Certified DBE (if applicable) Year Certified:

Authorized Representative: _____

Name Authorized: _____

Representative Signature Date of RFP Bid

Submittal: _____

[CONTINUE TO NEXT PAGE]

**ATTACHMENT "G"
NON-COLLUSION
AFFIDAVIT**

STATE OF _____
PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared, _____, (Affiant) who after being duly sworn, deposed, and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a Proposal to Finance New Orleans, Orleans Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public Contract under which they are to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public Contract, are in the regular course of their duties for the Affiant; and
- (2) No part of the contract price was paid or will be paid to any person for soliciting the Contract, other than the payment of standard compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties the Affiant.

Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____ DAY OF
_____, 2022.

NOTARY PUBLIC

ATTACHMENT "H"
RESPONSIBILITY DISCLOSURES
{PLEASE PROVIDE}

Responses to the following questions must accompany the Contractor's bid. A bid may be deemed non-responsive if the Contractor fails to provide complete answers or provides false statements to any of the questions provided herein. If any change(s) occur(s) during the bidding process, updated responses must be provided within thirty (30) calendar days of such change(s).

1. Please indicate whether, within the past five (5) years, your firm has been the defendant in any type of court action(s) for (an) alleged violation(s) of labor or employment laws in connection with a contract for [insert type] services. Yes No

If yes, please explain the circumstances, including the specific allegation(s) filed against your firm, the plaintiffs; the case number; and the disposition/status of each case.

2. Please indicate whether, within the past five (5) years, your firm or any of its owners, partners, or officers, has/have ever been investigated, cited, assessed any penalties, or found to have violated any labor or employment laws Yes No.

If yes, please explain the circumstances, including the specific charge(s) filed against your firm, its owners, partners, and/or officers; the agency that was involved; and the disposition/status of each case.

3. If a license is required for any of the services performed by your firm, please indicate whether, within the past five (5) years, your firm, or any individual employed by your firm, has been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or deemed to have violated any licensing laws. Yes No

If yes, please explain the circumstances, including the specific charge(s) filed against your firm; the licensing agency involved; and the disposition/status of each case.

Signature of Legally Responsible Party: _____

Date: _____

[CONTINUE TO NEXT PAGE]

ATTACHMENT "I"
Page 1 of 1
CHECKLIST OF REQUIRED ELEMENTS
{PLEASE PROVIDE}

ITEM	PAGE	INCLUDED (y/n)	INITIALS
Executive Summary			
Company References			
Secretary of State			
Contractor's Certificate			
Proposer's Reference			
Summary of ability			
Rood replacement and renovation implementation plan			
Customer Service Proposal			
Conflict of Interest			
Fee Schedule (Hourly rates)			
Scope of Services (Attachment A)			
Questions (Attachment B)			
Disadvantaged Business Enterprise (DBE) Information:			
Secretary of State Business Certificate (Good Standing)			
Contact Information/Bid Authorization- (Attachment F)			
Non-Collusion Affidavit – (Attachment G)			
Responsibility Disclosures – (Attachment H)			
Checklist (This Document) – (Attachment I)			
Conflict of Interest Disclosure Affidavit- (Attachment J)			
Evidence of Required Insurance – (Attachment K)			
Pricing Schedule (Attachment L)			
FNO Contractual Terms (Attachment M)			
Sealed Original + Hard Copy + Electronic Copy			

[CONTINUE TO NEXT PAGE]

**ATTACHMENT “J”
CONFLICT OF INTEREST / CONFIDENTIALITY
{PLEASE PROVIDE}**

The Proposer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Proposer represents to and agrees with Finance New Orleans that Proposer has no present, and will have no future, conflict of interest between providing Finance New Orleans replacement of roof and renovations services hereunder and any other person or entity which has any interest adverse or potentially adverse to Finance New Orleans, as determined in the reasonable judgment of the Finance New Orleans. The Proposer agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for upper/lower roof replacement and renovation will be kept confidential and not be disclosed to any other person. The Proposer agrees to immediately notify Finance New Orleans by notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five years after termination of services to Finance New Orleans hereunder.

Signature: _____

Date: _____

Printed Name: _____

ⁱ “Immediate family” is hereby defined as your spouse, your children, the spouses of your children, your brothers and their spouses, your sisters and their spouses, your parents, and the parents of your spouse.

ⁱⁱ “Person” is hereby defined as an individual or legal entity other than a governmental entity, or an agency thereof.

ⁱⁱⁱ “Substantial economic interest” is hereby defined as an economic interest which is of greater benefit to the public servant or other person than to a general class or group of persons, except:

(a) The interest that the public servant has in his position, office, rank, salary, per diem, or other matter arising solely from his public employment or office.

(b) The interest that an elected official who is elected to a house, body, or authority has in a position or office of such house, body, or authority which is required to be filled by a member of such house, body, or authority by law, legislative rule, or home rule charter.

(c) The interest that a person has as a member of the general public.

ATTACHMENT “K”
EVIDENCE OF REQUIRED INSURANCE
{PLEASE PROVIDE}

ATTACHMENT “L” PRICING SCHEDULE

*This form should be incorporated into the cost/financial portion of the proposal which should be sealed in a separate envelope marked “Proposed Costs & Fees.”

The financial proposal shall include any and all costs the Vendor wishes to have considered in the contractual arrangement with Finance New Orleans. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be detailed with proposal submitted. List all pricing details here or in a format similar in nature to this schedule. Include all possible elements of cost, including, but not limited to, and Products; and all other elements of cost associated with products and materials.

Material Description	Item No.	Quantity	Unit Price	Final Price

CONTRACTUAL TERMS “M” **CONTRACT TERMS AND CONDITIONS**

CONFIDENTIAL INFORMATION Contractor agrees that all information provided to it by FNO, other than information which is in published form or expressly designated by FNO as non-confidential, and which relates to FNO intellectual property, employees or business in general, is confidential and proprietary to FNO. Without limiting the foregoing, confidential information includes any material nonpublic information Contractor obtains regarding FNO while rendering the Services. Contractor agrees not to use any such confidential information other than as necessary to render the Services and shall not disclose such confidential information to any third party during the term of this Agreement and thereafter. Contractor further agrees that, upon termination of this Agreement, Contractor will promptly return to FNO all data, information, office manuals and material of any kind provided to Contractor by FNO along with all related copies, adaptations and independent compilations made by Contractor. The obligations of confidentiality and exclusivity set forth herein shall remain in effect for a period of two (2) years after termination of this Agreement. This paragraph shall be in addition to, and not in replacement of, any other confidentiality agreement that may be executed by Contractor in connection with the Services. Contractor further agrees that any work product developed by it, on behalf of or for the benefit of FNO, is the work property of FNO and shall be promptly returned to FNO upon termination of this agreement.

Ownership of Intellectual Property

All intellectual property (the “Intellectual Property” or “IP”) and related material that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner. All property and material, including, but not limited to, all proofs, drafts, samples, photos, videos, final deliverables and productions shall be immediately turned over to the Client upon completion or request.

The Contractor may not use the IP for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for all damages resulting from the unauthorized use of the IP.

Return of Property

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

This Agreement is subject to the additional terms and conditions noted below.

Section 1. Applicability of These Terms and Conditions. These terms and conditions are part of the agreement between Contractor and the Client. If there are any inconsistencies between this Agreement and the Proposal submitted by Contractor, this Agreement will control.

Section 2. Change in Scope of the Project. Any expansion or modification of the project will require written approval of both the Contractor and the Client. Pending receipt of written approval, Contractor may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on written approval of an expansion or modification from the designated representative of the Client. The Client will be responsible for payment for such action, time, and expenses, as communicated by the Contractor upon mutual agreement to the change in scope.

Section 3. Staffing. Contractor, for purposes of this Agreement, is an Independent Contractor, and shall not be deemed to be an employee of FNO on account of the work done on the project. Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of FNO. FNO shall not obtain workers' compensation insurance on behalf of Contractor. FNO shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation for work done pursuant to this Agreement, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by FNO under this Agreement. This

Agreement does not create a partnership relationship. Under no circumstances does Contractor have the authority to enter into contracts on FNO's behalf or create any liability for FNO.

Section 4. Access to FNO's Staff and Partners. FNO will provide Contractor with reasonable access to FNO's staff, partners, lenders, realtors, and resources, as needed to perform the Services timely to complete the project. Information provided by FNO to the Contractor shall be deemed confidential and subject to Section 6 of these terms and conditions.

Section 5. Proprietary Materials. Contractor warrants that its work product will not knowingly violate any existing copyright or trademark. FNO warrants that material provided by it for the project will not violate any existing copyright or trademark. FNO's proprietary materials do not include software licenses purchased by FNO that are copyrighted and wholly owned by the vendor and not developed in concert with FNO.

Section 6. Confidential Information. Contractor will take reasonable steps to maintain the confidentiality of any Confidential Information relating to FNO and its partners received by Contractor while providing Services to FNO for the project.

Section 7. Arbitration. Any unresolved dispute arising out of a claimed violation of this Agreement will be submitted to binding arbitration before a single arbitrator selected by agreement of FNO and Contractor. If an arbitrator has not been selected within ten (10) days of receipt of written demand for arbitration, the dispute will be submitted to, and decided by, a single arbitrator under the then current Commercial Arbitration rules of the American Arbitration Association. All arbitration proceedings will be conducted in New Orleans, LA with each party bearing its own costs and expenses. Any award the Arbitrator makes may be converted into a judgment pursuant to Louisiana law.

Section 8. Damage Exclusion and Limits. Contractor's liability arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed the total of the amounts which FNO has paid to Contractor under this Agreement.

Section 9. Warranty of Authority. Each individual signing in a representative capacity warrants that he or she has the power and authority to sign on behalf of the Party on whose behalf he or she is signing, that such signature alone is binding on such party, and that the execution of this document has been duly authorized by such party.

Section 10. Compliance with Laws. Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

Section 11. Conflicts. The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.

Section 12. Force Majeure. Neither Party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other Party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Party receives notice under this paragraph, the non-affected Party will have the right, without any liability to the other Party, to terminate this agreement.

Section 13. Insurance. Each Party agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the other Party to this Agreement from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this contract, whether these activities are performed by that company, its employees, agents, or anyone directly or indirectly engaged or employed by that Party or its agents.

Section 14. Limit of Liability. In no event shall either Party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either Party shall be advised, shall have other reason to know or in fact shall know of the possibility.

In no event shall either Party be liable for any incidental or consequential damages. Seller's liability and buyer's exclusive remedy for any cause of action arising in connection with this contract or the sale or use of the goods, whether based on negligence, strict liability, breach of warranty, breach of contract, or equitable principles, is expressly limited to, at seller's option, replacement of, or repayment of the purchase prices for that portion of the goods with respect to which damages are claimed. All claims of any kind arising in connection with this contract or the sale or use of the goods shall be deemed waived unless made in writing within sixty (60) days from the date of seller's delivery, or the date fixed for delivery in the event of non-delivery.

Section 15. Notices. All notices to amend this Agreement shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the Parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either Party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally and on written verification of receipt, if delivered by overnight delivery, or the date set forth on the return receipt, if sent by certified or registered mail.

Section 16. NON-DISCRIMINATION. In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of FNO working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to nondiscrimination, 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.

Section 17. 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 Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

Section 18. INDEMNIFICATION. The Contractor shall indemnify and hold FNO harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against FNO 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 FNO 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 obligations under this Contract.

Section 19. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in LA. R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that The Finance Authority of New Orleans dba Finance 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 LA. R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of FNO for the purpose of Worker's Compensation coverage.

Section 20. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE. The Contractor herein expressly declares and acknowledges that it is an independent contractor, and, as such, is being hired by FNO under this Contract for Hire as noted and defined in LA. R.S. 23:1472(E), and, therefore, it is expressly declared and

understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that: a) the Contractor has been and will be free from any control or direction by FNO over the performance of the Services covered by this Contract; b) the Services to be performed by the Contractor are outside the normal course and scope of FNO's usual business; and c) the Contractor has been independently engaged in performing the services listed herein prior to the date of this Agreement. Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of FNO for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

Section 21. 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/or annual leave benefits from FNO.

Section 22. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Agreement, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

Section 23. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

Section 24. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

Section 25. EXTENSION. This Contract may be extended at the option of FNO, and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by FNO for two (2) additional one-year terms.

Section 26. TERMINATION FOR CONVENIENCE. FNO may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of FNO's intention to terminate at least thirty (30) days before the date of termination.

Section 27. TERMINATION FOR NON-APPROPRIATION. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and FNO will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

Section 28. TERMINATION FOR CAUSE. FNO and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. "Cause" includes, without limitation, any failure to perform any obligation or abide by any condition of this Contract or the failure of any representation or warranty in this Contract.

Section 29. SUSPENSION. FNO may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from FNO.

Section 30. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of FNO, and in recognition of the Contractor's responsibility to FNO, the Contractor agrees to decline any offer of employment if its independent work on behalf of FNO is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rest with the Contractor. It is incumbent upon the Contractor to notify FNO and provide full disclosure of the possible effects of such employment on the Contractor's independent work on behalf of FNO. Final decision on any disputed offers of other employment for the Contractor shall rest with FNO.

Section 31. NON-SOLICITATION. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

Section 32. AUDIT AND INSPECTION. The Contractor will submit to any FNO audit, inspection, and review and, at FNO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for FNO.

Section 33. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, FNO may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

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

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

Section 36. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for FNO. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with FNO, the Contractor must provide notice to FNO within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, FNO may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

Section 37. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to FNO's approval of any potential conflicts with the performance of this Contract and FNO may engage the services of others for the provision of some or all of the work to be performed under this Contract.

Section 38. CONVICTED FELON STATEMENT. No principal, member, or officer of the Contractor has, within the preceding five (5) 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.

Section 39. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of FNO.

Section 40. TERMS BINDING. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

Section 41. AMENDMENT. The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

Section 42. NO THIRD-PARTY BENEFICIARIES. The Contract is entered into for the exclusive benefit of FNO and the Contractor, and FNO and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

Section 43. SEVERABILITY. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted

by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

Section 44. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against FNO or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural and neutral words and words of any gender include the neutral and other gender.

Section 45. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

Section 46. NON-WAIVER. The failure of FNO to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of FNO'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.

Section 47. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 48. MANDATORY LANGUAGE. All contracts and subcontracts shall have the following language inserted:

"All members of the Board of Trustees and all of the officers and employees of The Finance Authority of New Orleans dba Finance New Orleans ("FNO") are subject to the provisions of the Louisiana Code of Governmental Ethics (See LSA-R.S. 42:1101, et seq.). The LA Code of Governmental Ethics contains broad prohibitions covering potential conflicts of interest.

If you have any questions or concerns about any aspect of the LA Ethics Code you should contact immediately either:

1. FNO staff; or
2. The staff of The Commission on Ethics for Public Employees at (504) 765-2308; (225) 219-5600; 1-800-842-6630.

Contractors and parties to sub-agreements shall notify FNO in writing of any request or solicitation by a Board member or employee which violates or is contrary to the LA State Code of Governmental Ethics, FNO's Procurement Policy or otherwise has the appearance of undo influence."

Section 49. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

END OF RFP DOCUMENT