

**French Quarter Management District
Request for Proposals
“French Quarter Task Force Administrator”
July 19, 2016**

Request for Proposals: The French Quarter Management District (“FQMD”) desires to obtain an Administrator to coordinate with the City of New Orleans Office of Police Secondary Employment to supervise, manage, and monitor the French Quarter Task Force (“FQTF”). As provided below, FQMD requests proposals from experienced firms to provide the needed services. All services provided pursuant this Request for Proposals shall be in conformity with the laws of the City of New Orleans and the State of Louisiana and in particular shall conform to the rules and policies of the New Orleans Police Department. Any contract entered into pursuant this Request for Proposal shall also be subject to the terms of any Co-Operative Endeavor Agreement(s) to be entered into between the City of New Orleans, The New Orleans Convention and Visitors Bureau and the French Quarter Management District relating to the funding and operation of the FQTF.

Instructions: Applicants shall submit the following to the *City of New Orleans Bureau of Purchasing* directed Attention: Chief Procurement Officer (CPO), 1300 Perdido St., Suite 4W07, New Orleans, Louisiana 70112, 504-658-1550, not later than **August 19, 2016 at 4:00 pm:**

- a. Respondent shall provide six (6) signed hardcopies of the proposal in a sealed envelope, marked French Quarter Task Force Administrator and one (1) digitally signed proposal (maximum of three files) on a CD or Flash Drive, in Microsoft Word format or as a PDF file, marked French Quarter Task Force Administrator;
- b. Six (6) printed hard copies of the related **cost** proposal enclosed in a separate sealed envelope, marked French Quarter Task Force Administrator;
- c. Respondent shall provide a signed cover letter including the company’s name, address and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address.

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. Copies of the solicitation and related information are available from the City’s purchasing website at <http://www.purchasing.nola.gov/bsollogin.jsp> and the French Quarter Management District’s website at <http://www.fqmd.org/french-quarter-task-force>.

Proposals submitted by fax will not be accepted. All proposals **must be received** by the City on or before the Delivery Deadline. Proposals delivered after the deadline will not be accepted. Delivery claims not clearly documented by original receipt will not be credited.

Anticipated Proposal Timetable

RFP Release	July 19, 2016
Pre-Proposal Conference	July 28, 2016
Proposal Submission	August 19, 2016
Evaluation Committee Selection	Prior to September 9, 2016
Notification	September 13, 2016

A Non-Mandatory Pre-Proposal Submittal Conference will be held on July 28, 2016 at 11:00 AM in the City Hall, 4th Floor, Purchasing Conference Room 4W05.

If FQMD identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by a Professional Services contract.

A DBE contract goal of 10 percent has been established for this solicitation. The respondent shall agree to use its best efforts to meet the contract goal for DBE participation in the performance of this solicitation, and Proposals should explain what efforts respondent will take to meet this goal.

1. Services Needed: Attachment "A" describes the needed services.
2. RFP Evaluation Team: The FQMD has determined that each response to this solicitation will be evaluated by a RFP Evaluation Team comprised of five individuals consisting of: (1) three members of the FQMD Board of Commissioners; (2) one representative of the City of New Orleans; and (3) one representative of the New Orleans Police Department.

The RFP Evaluation Team shall first evaluate the proposals on the basis of criteria other than price. The members on the RFP Evaluation Team shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria.

3. Selection: The RFP Evaluation Team will first evaluate and rank responsive RFP Responses on the following selection criteria and weighting factors and provide an assessment of that score. A Proposer may receive the maximum percentage, a portion of this score, or no percentage at all, depending upon the merit of its RFP Response, as judged by the RFP Evaluation Team in accordance with:

Technical Criteria

- | | |
|--------|---|
| (40%) | Specialized experience and technical competence, |
| (45%) | Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines; |
| (2.5%) | Domiciliary of State of Louisiana; |
| 2.5% | Plans to achieve the DBE contract goal; |

Price Proposal

The RFP Evaluation Team will then evaluate and rank responsive Proposals on Price. **Price proposals must be submitted in a separate envelope marked "Price Proposal"**. A Proposer may receive the maximum percentage, a portion of this score, or no percentage at all, depending upon the merit of its Price Proposal, as judged by the RFP Evaluation Team in accordance with:

(10%) Cost

Shortlist

FQMD at its sole discretion may recommend a selection of Respondents for a short list based on the overall ranking.

During the review of any Submission, the RFP Evaluation Team may:

- conduct reference checks relevant to the Project with any or all of the references cited in a Submission to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Submissions;
- seek clarification of a Submission from any or all Respondents and consider such supplementary information in the evaluation of Submissions; and
- request interviews/presentations with any, some or all Respondents or Team Members to clarify any questions or considerations based on the information included in Submissions during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.
- request an online demonstration of specific vendors' solutions prior to the selection. Vendors should be prepared to provide such a demonstration in a timely fashion.

4. Ownership: All proposals and/or documentation submitted therewith are FQMD property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. FQMD will inform any Proposer of any requests for information marked as confidential prior to disclosing such information. FQMD will not credit any blanket exemption claims lacking specific justification. Because the scope of needed services includes a close working relationship with the New Orleans Police Department and certain public agencies, FQMD may be requested to provide information that is submitted. FQMD, therefore, does not guarantee the confidentiality of submissions.

5. Fees and Costs: Respondents shall provide an explanation as to how much it proposes to charge FQMD to provide the needed services. The explanation should include any and all professional fees and/or costs associated with providing the services. Although FQMD estimates the needed services to cost in the range of \$175,000 to \$275,000, the RFP Evaluation Team will review the Proposals and score Price Proposals based upon the highest and best value for the services to be provided.

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

7. Point of Contact: All correspondence and other communications regarding this procurement should be directed to the attention of: Nat Celestine, City of New Orleans, Bureau of Purchasing, 1300 Perdido Street, 4W07, New Orleans, Louisiana 70112.

Substantive questions must be submitted by proposers in writing to the person at the address provided above or emailed to Procurement@nola.gov no later than (7) days before submittal deadline.

Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

FQMD will issue a response to any inquiry if it deems it necessary, by written addendum to the Solicitation, posted on the City's and FQMD's websites, and issued prior to the Solicitation Due Date & Time. FQMD encourages Proposers to submit inquiries prior to the Pre-Proposal conference. If any inquiries are received prior to the Pre-Proposal conference, FQMD will provide verbal and written answers to those inquiries during the Pre-Proposal conference. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addendums issued. Where there appears to be a conflict between this Solicitation and any addendum issued, the last addendum issued will prevail.

From the time of advertising, and until the final award, there is a prohibition on communication by Proposers (or anyone on their behalf) with the City's or FQMD's staff, Board members and officials. This does not apply to oral communications at Pre-Proposal conferences, oral presentations before evaluation committees, contract negotiations, or communications at any time with any City or FQMD employee or elected official regarding matters not concerning this Solicitation.

Breaking the established prohibition on communication may result in a disqualification of your proposal.

8. Proposal Review The RFP Evaluation Team will evaluate each proposal submitted. FQMD will make every effort to administer the proposal process in accordance with the terms and dates discussed in the request for proposal. However, FQMD reserves the right to modify the qualification process and dates as deemed necessary.

9. Review: Contractor's performance of the Work shall be subject to review by the FQMD Executive Director and its Board of Commissioners. Contractor should be prepared to attend any meetings of the FQMD or its committees to provide updates on the administration of the French Quarter Task Force.

10. Required Attachments: **Proposers are required to complete the following Attachments and submit along with their Proposal:**

- Attachment “B” **CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

All other Attachments are supplied as information. The following Attachments will only be requested of the successful Proposer prior to obtaining a contract:

- Attachment “C” Tax Clearance Certificate
- Attachment “D” Sample Contract Agreement

FAILURE TO COMPLETE THE REQUIRED ATTACHMENTS MAY RESULT IN THE DISQUALIFICATION OF A PROPOSAL.

Proposal and Submission Requirements:

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposal shall include all of the following:

1) Title Page

Show the RFP number and subject, the name of your firm, address, email address, telephone number(s), facsimile machine number(s), name of contact person and date.

2) Table of Contents

Clearly identify the materials by section, page number, and tabs.

3) Letter of Transmittal (Limited To One Page)

Briefly state your company’s understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

4) Proposal Contents

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained herein, including but not limited to the following:

- Evidence or a description of the Proposer’s experience and competence to perform the needed services, including any statements of the Proposer’s intention to meet the DBE contract goal
- Curriculum Vitae and/or resumes of principals who will provide the service
- Evidence or a description of relevant work history describing prior experience in providing services similar to/related to the needed services, including at least three professional references who have used the Proposer’s services

- Information regarding whether the Proposer is insured, including what types of insurance will provide coverage for the needed services and the limits of liability for those insurance policies

Remainder of this page left intentionally blank

**French Quarter Management District
Request for Proposals
“French Quarter Task Force Administrator”
July 19, 2016**

Attachment “A”

NEEDED SERVICES

BACKGROUND:

In order to enhance public safety for residents, businesses and visitors, the French Quarter Management District (FQMD) retains the services of off-duty officers of the New Orleans Police Department (NOPD) (detail officers) to perform supplemental police patrols throughout the French Quarter (the French Quarter Task Force, Task Force, and/or FQTF). The patrol area is bounded by the Mississippi River side of North Rampart Street, the Down River side of Esplanade Avenue, the Mississippi River, and the Down River side of Canal Street. These patrols are to supplement, not supplant, the City of New Orleans on-duty uniformed police presence in the French Quarter.

The principal objective of the Task Force is to have a visible presence of NOPD officers patrolling all the streets of the French Quarter and to heighten the public’s awareness thereof. To accomplish this objective, detail officers wearing their NOPD uniform patrol the streets of the French Quarter driving a French Quarter Task Force vehicle. These detail officers are to continuously and thoroughly sweep the streets in their assigned patrol area Zone (Zone) at a slow speed, and address any observed illegal activity as needed. At night, the patrols are with blue lights flashing. A secondary objective is for the detail officers to respond to App notifications or alerts regarding criminal activity received via the French Quarter Task Force App as well as to respond to pedestrian initiated flag-downs.

The detail officers work for the Board of Commissioners of the FQMD, through the City’s Office of Police Secondary Employment (OPSE), under the direction of the FQMD Executive Director (ED). The Administrator shall also work under the direction of the ED.

Detail officers work four hour shifts. The detail officer patrol shifts run back-to-back, and the shifts cover 24 hours a day, 7 days a week, 365 days a year. A traffic patrol detail officer shift is currently daytime only.

Detail officers are prohibited from performing routine NOPD responsibilities such as routine NOPD calls for service, with the exception that a detail officer may respond to a Code 2 emergency call if the call is for a location within the officer’s assigned Zone. Instead, the detail officers are to be actively patrolling the streets in their assigned Zone and responding to App alerts in their Zone as needed. Detail officers will not use motorized patrols on pedestrian malls.

An exception to the prohibition on detail officers performing routine NOPD responsibilities is that the daytime detail officer who is assigned to traffic patrol will also address and ticket oversize vehicles, vehicles parked on a sidewalk, vehicles blocking a street or intersection, etc., in their Zone. A second exception is when the Commander of the NOPD 8th District schedules a “sweep” to address certain types of criminal behavior in the French Quarter and requests the ED to provide FQTF assistance during the sweep.

The duty of detail officers is to pro-actively patrol their assigned area to deter the commission of criminal activity including robbery, assault, prostitution, drug dealing, aggressive solicitation, pickpocketing, graffiti, curfew violations, and/or the obstruction of a sidewalk, street or doorway. When a detail officer makes an arrest the detail officer shall contact the NOPD 8th District Shift Supervisor to arrange for an on-duty NOPD officer to transport the arrestee. The only exception to the prohibition on transporting an arrestee is when the arrestee is injured.

Detail officers use a FQMD supplied time clock and timesheet to clock in and out. They also complete a trip sheet at the end of their shift.

Detail officers are to be on patrol throughout their shift. Accordingly, the time they commence patrolling at the beginning of their shift, the route (GPS location) of their patrol throughout their shift, and the time they conclude patrolling at the end of their shift, are all closely monitored.

Detail officers perform their detail work in the same manner as they would work their primary employment. The *NOPD Police Manual* and the *OPSE Policies and Procedures for Customers and Officers* guide their conduct and actions. Accordingly, a detail officer is prohibited from entering an Alcoholic Beverage Outlet (ABO) venue, per NOPD policy, unless a Call for Service was received by a 911 operator or the NOPD 8th District, or a situation requires immediate police intervention.

Detail officers use a special purpose iPad or iPod equipped to receive, in real time, citizen reports of a suspicious activity, a crime in progress, etc., reported through the FQTF App. The use of the iPad, iPod and/or App by the detail officer is not to interfere with the officer's primary communication through NOPD radio channels and/or other approved means.

The FQTF App, developed by Sidney Torres, IV, and licensed to the City of New Orleans, may also be used by the FQMD to facilitate some of the administration of the FQTF including the scheduling of detail officers, keeping track of the time each detail officer works, and tracking the location of each detail officer at all times.

The ED establishes the Zones to be patrolled for each detail officer shift to ensure full coverage of French Quarter streets. The ED also establishes standard patrol speed levels to enable proper surveillance of the street scene during a patrol. The duties of the detail officers are established by the ED.

The Board Meetings of the FQMD Board of Commissioners are generally conducted on a bi-monthly basis and generally last two hours. The FQMD's Security Task Force Committee meets bi-monthly for approximately 90 minutes.

SCOPE OF REQUESTED SERVICES:

Through this Request for Proposals (RFP), the FQMD seeks to obtain proposals for the services of an Administrator to provide personnel to supervise, manage and monitor the FQTF program 24 hours a day, 7 days a week, 365 days a year, from the NOPD 8th District Station and in coordination with the OPSE. Some or all of the personnel shall have prior law enforcement experience and be knowledgeable about law enforcement and/or police duties and procedures, including police call codes. The term of the engagement shall be one year with an option to renew for four separate additional years.

The Administrator shall report directly to the ED.

The Administrator shall provide personnel to perform the following services for the FQMD:

- Work with the ED to establish performance measures for detail officers and/or the FQTF;
- Work with the ED to establish a protocol for accidents involving a FQTF vehicle;
- Advise the ED daily of any issues related to the FQTF and make recommendations on how to resolve those issues;
- Advise the ED regarding any recommendations to amend the standard shift schedules;
- Advise the ED of any issues with the FQTF App and advise SDT and/or SDT's software personnel of same as needed;
- Provide the Commander of the NOPD 8th District and OPSE the shift staffing schedule for the current and following week and update as necessary;
- Provide the NOPD 8th District shift supervisor and OPSE the daily staffing schedule and update personnel changes as needed;
- Provide Louisiana State Police (FQ) a list of FQTF detail officers schedule to work the following day and update as necessary;
- Coordinate with the ED and NOPD 8th District shift supervisor changes that need to be implemented to the FQTF patrols and/or shifts due to adverse weather conditions and/or a special event;
- Add new detail officers to the approved user list for the FQTF App (with user name and password);
- Enforce FQTF policy that requires detail officers to report for their shift on time and stay on patrol throughout their four hour shift;
- Coordinate with OPSE to ensure all shifts are fully staffed and assist to fill any last minute vacancies as needed;
- Enforce FQTF policy that prohibits unnecessary overtime;
- Train detail officers on the use of FQTF equipment and FQTF detail officer duties and prohibitions as needed;
- Enforce FQTF policy that requires detail officers to perform their duties and assigned tasks and do not perform any prohibited activities, and monitor same;
- Provide detail officers information on pertinent French Quarter ordinances;

- Instruct detail officers not to use motorized patrols on pedestrian malls.
- Provide detail officers information on crime hot spots and trends at the beginning of their shift, with all supporting documentation, and supplement as necessary during their shift;
- Maintain a FQ Crime Map so that detail officers can easily ascertain the location of recent robberies, assaults, etc.;
- Oversee shift changes and issue detail assignments to each detail officer including patrol vehicle, IPAD or IPOD, radio, gas card, patrol Zone and unit number as required;
- Communicate with each detail officer during their shift via the App and/or radio;
- Use the radio as a supplementary tool to transmit information to a detail officer working a shift using police codes;
- Monitor and record the time of receipt of each App alert; monitor, evaluate and record the time lapse of the detail officer's acknowledgement of the alert; and monitor, evaluate and record the time lapse until the detail officer arrives at the stated location for the App alert;
- Prioritize detail officer responses to multiple App alerts when necessary;
- Notify the NOPD 8th District shift supervisor of any App alert that is outside of the FQTF patrol Zones and of any App alert received when no detail officer is on duty and/or patrol;
- Contact each complainant who submitted crime information via the FQTF APP (if contact information is available) to obtain additional information per the request of the responding detail officer and/or as needed for monitoring;
- Evaluate the performance and responsiveness of each detail officer to their App alert and in general;
- Monitor the patrol route, stops and activities of each detail officer;
- Run a GPS map at the end of each detail officer's shift, provide the ED a copy of same and, as needed, discuss with the detail officer;
- Collect trip sheet(s) at the end of each detail officer's shift and evaluate for completeness and accuracy; discuss with detail officer as needed; and use the trip sheet to compile the daily activity logs and statistics of FQTF detail activities;
- Monitor the driving speed of each detail officer's vehicle via GPS;
- Monitor the GPS location of each detail officer to ensure that a stop is made for a *bona fide* FQTF purpose;

- Monitor the GPS location of each detail officer to ensure the detail officer is in their assigned Zone and is actively patrolling;
- Report each time a detail officer leaves their Zone and provide an evaluation of the detail officer's reason for leaving their assigned Zone;
- Evaluate and report on the efficiency of each detail officer in patrolling all parts of their assigned Zone;
- Ensure that each radio is charged for each shift and in operational order and spare batteries are charged;
- Ensure that each IPAD and IPOD (if applicable) is properly charged for each shift and in operational order and update software of same as necessary;
- Restock FQTF supplies as needed including but not limited to time sheets, trip sheets, vehicle tires, vehicle fluids, vehicle light bulbs, etc.;
- Change tires, light bulbs, etc., as necessary for FQTF vehicles;
- Schedule monthly service checks for FQTF vehicles with their service maintenance provider and ensure that each FQTF vehicle timely receives all the manufacturer's recommended service checks;
- Transport FQTF vehicles to the repair shop and/or service maintenance provider as needed;
- Verify that each FQTF vehicle is in operational order for each shift, including its fuel level and/or energy/charge level;
- Check oil, brake fluid, water, coolant and windshield washer fluid levels weekly for each FQTF vehicle and replace same as needed;
- Maintain a fuel/energy record for each FQTF vehicle, track gas purchases and gas card balances, and collect receipts;
- Ensure that each FQTF vehicle is cleaned and washed twice weekly to maintain the professional image of the FQTF;
- Maintain a maintenance record for each Task Force vehicle and timely notify the ED of any needed repairs;
- Submit weekly summaries of the trip sheets/daily activity logs to the ED and the Commander of the NOPD 8th District or the Commander's designee;
- Submit monthly summaries of the daily activity logs to the ED;

- Evaluate weekly and monthly activity logs for trends and advise ED and Commander of the NOPD 8th District of same;
- Prepare payroll requests for each detail officer who has worked a detail and submit same to ED;
- Timely evaluate detail officer time sheets, preliminarily approve time sheets as necessary and submit same to ED;
- Notify the ED of any shifts/hours not actually worked by a detail officer and/or no-shows, late call outs and unfilled shifts;
- Attend FQMD Board meetings and Security Task Force meetings, as delegated by the ED, to report on the results of the FQTF and issues related to the FQTF;
- Communicate with NOPD 8th District shift supervisor regarding crime trends in the French Quarter;
- Attend weekly COMSTAT meetings with the ED to obtain information on crime trends in the French Quarter;
- Report to the ED regarding any detail officer identified as not performing their assigned duties and/or tasks of the FQTF detail;
- Upon the concurrence of the ED, inform OPSE about any detail officer identified as not performing the assigned tasks of the FQTF detail and submit a formal written request to OPSE for removal of the detail officer from eligibility to work for the FQMD;
- Prepare weekly budgets for the FQMD Treasurer and ED to ensure that the cost of weekly scheduled shifts and other FQTF expenses stays within the amount budgeted for the week and month; and
- Provide the ED a weekly report summarizing the following:
 - Shifts worked and shifts unfilled and the percentages of each;
 - Coverage of assigned Zones by each detail officer;
 - Response time – average response time from time complaint received to time of acknowledgment of the call by a detail officer and time of officer’s arrival at the scene;
 - Compliance with speed limits set by the ED;
 - Compliance with conducting the night patrols with lights flashing;
 - Compliance with budget goals;

- Activity Log Statistics – detailing number of calls, number of detail officer initiated stops, etc., as described in attached sample Activity Log; and
- Statistical Analysis of length of stops as recorded by GPS and the FQTF APP to evaluate whether each detail officer remains stopped only for a valid reason.

Pricing/Cost

Proposer's Fee Proposal Requirements

Fee proposals must include pricing for all costs associated with providing the services. Proposers must specify how the services will be priced (i.e. fixed fee, monthly fee, or hourly). In addition, Proposers must specify the rate at which services will be charged (i.e. hourly rate per employee/position required to provide the needed services). If the Proposer intends to charge for any equipment or other hard costs, those proposed amounts also must be included.

Attachment "B"

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to FQMD Proposal #_____.
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with city officials or employees or FQMD officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 20__.

Notary Public (signature)
Notary ID#/Bar Roll #

Attachment "C"

TAX CLEARANCE AUTHORIZATION

As a political subdivision of the State of Louisiana, French Quarter Management District does not seek to enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City, state, or federal taxes. This form supplies the needed tax clearance from the City of New Orleans. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

REAL ESTATE TAX NUMBER:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

PERSONAL PROPERTY TAX NUMBER:

MAILING ADDRESS:

CONTACT TELEPHONE:

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information in connection with the procurement of professional services issued by French Quarter Management District. I further certify that the Business listed above is not delinquent on any federal or state taxes.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

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

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20____.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

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

DIRECTOR OF FINANCE

DATE

TAX CLEARANCE AUTHORIZATION

INSTRUCTIONS

1. To complete this form, provide all of the information requested. Failure to fill in ALL information requested will delay processing. If the form is not signed and dated, the form will not be processed.
2. Complete, sign and date the authorization form and submit to FQMD.
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 FQMD.
5. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans. It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

Real Estate/Personal Property Tax

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

Sales Tax/Occupational License

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

Attachment “D”
Sample Contract

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
FRENCH QUARTER MANAGEMENT DISTRICT
AND
NAME OF CONTRACTOR
RFQ/RFP NUMBER
FRENCH QUARTER TASK FORCE ADMINISTRATOR

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is entered into by and between the French Quarter Management District, represented by Jim Oliver, Chairman of the Board of Commissioners (the “**FQMD**”), and **NAME OF CONTRACTOR**, represented by **NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY** (the “**Contractor**”). FQMD and the Contractor may sometimes be collectively referred to as the “**Parties.**” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on July 12, 2016, FQMD issued a request for proposals **RFP NUMBER** seeking qualified persons to provide professional services, including coordinating with the City of New Orleans Office of Police Secondary Employment to supervise, manage, and monitor the French Quarter Task Force (the “**RFP**”); and

WHEREAS, the Contractor submitted a proposal dated **DATE OF PROPOSAL**, and FQMD has selected the Contractor to perform the professional services described in the RFP.

NOW THEREFORE, FQMD and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

A. Services. The Contractor will, in accordance with the schedule approved by FQMD:

1. The Administrator shall provide personnel to perform the following services for the FQMD:

- Work with the ED to establish performance measures for detail officers and/or the FQTF;
- Work with the ED to establish a protocol for accidents involving a FQTF vehicle;
- Advise the ED daily of any issues related to the FQTF and make recommendations on how to resolve those issues;
- Advise the ED regarding any recommendations to amend the standard shift schedules;
- Advise the ED of any issues with the FQTF App and advise SDT and/or SDT’s software personnel of same as needed;

- Provide the Commander of the NOPD 8th District and OPSE the shift staffing schedule for the current and following week and update as necessary;
- Provide the NOPD 8th District shift supervisor and OPSE the daily staffing schedule and update personnel changes as needed;
- Provide Louisiana State Police (FQ) a list of FQTF detail officers schedule to work the following day and update as necessary;
- Coordinate with the ED and the NOPD 8th District shift supervisor changes that need to be implemented to the FQTF patrols and/or shifts due to adverse weather conditions and/or a special event;
- Add new detail officers to the approved user list for the FQTF App (with user name and password);
- Enforce FQTF policy that requires detail officers to report for their shift on time and stay on patrol throughout their four hour shift;
- Instruct detail officers not to use motorized patrols on pedestrian malls.
- Coordinate with OPSE to ensure all shifts are fully staffed and assist to fill any last minute vacancies as needed;
- Enforce FQTF policy that prohibits unnecessary overtime;
- Train detail officers on the use of FQTF equipment and FQTF detail officer duties and prohibitions as needed;
- Enforce FQTF policy that requires detail officers to perform their duties and assigned tasks and do not perform any prohibited activities, and monitor same;
- Provide detail officers information on pertinent French Quarter ordinances;
- Provide detail officers information on crime hot spots and trends at the beginning of their shift, with all supporting documentation, and supplement as necessary during their shift;
- Maintain a FQ Crime Map so that detail officers can easily ascertain the location of recent robberies, assaults, etc.;
- Oversee shift changes and issue detail assignments to each detail officer including patrol vehicle, IPAD or IPOD, radio, gas card, patrol Zone and unit number as required;
- Communicate with each detail officer during their shift via the App and/or radio;
- Use the radio as a supplementary tool to transmit information to a detail officer working a shift using police codes;

- Monitor and record the time of receipt of each App alert; monitor, evaluate and record the time lapse of the detail officer's acknowledgement of the alert; and monitor, evaluate and record the time lapse until the detail officer arrives at the stated location for the App alert;
- Prioritize detail officer responses to multiple App alerts when necessary;
- Notify the NOPD 8th District shift supervisor of any App alert that is outside of the FQTF patrol Zones and of any App alert received when no detail officer is on duty and/or patrol;
- Contact each complainant who submitted crime information via the FQTF APP (if contact information is available) to obtain additional information per the request of the responding detail officer and/or as needed for monitoring;
- Evaluate the performance and responsiveness of each detail officer to their App alert and in general;
- Monitor the patrol route, stops and activities of each detail officer;
- Run a GPS map at the end of each detail officer's shift, provide the ED a copy of same and, as needed, discuss with the detail officer;
- Collect trip sheet(s) at the end of each detail officer's shift and evaluate for completeness and accuracy; discuss with detail officer as needed; and use the trip sheet to compile the daily activity logs and statistics of FQTF detail activities;
- Monitor the driving speed of each detail officer's vehicle via GPS;
- Monitor the GPS location of each detail officer to ensure that a stop is made for a *bona fide* FQTF purpose;
- Monitor the GPS location of each detail officer to ensure the detail officer is in their assigned Zone and is actively patrolling;
- Report each time a detail officer leaves their Zone and provide an evaluation of the detail officer's reason for leaving their assigned Zone;
- Evaluate and report on the efficiency of each detail officer in patrolling all parts of their assigned Zone;
- Ensure that each radio is charged for each shift and in operational order and spare batteries are charged;
- Ensure that each IPAD and IPOD (if applicable) is properly charged for each shift and in operational order and update software of same as necessary;

- Restock FQTF supplies as needed including but not limited to time sheets, trip sheets, vehicle tires, vehicle fluids, vehicle light bulbs, etc.;
- Change tires, light bulbs, etc., as necessary for FQTF vehicles;
- Schedule monthly service checks for FQTF vehicles with their service maintenance provider and ensure that each FQTF vehicle timely receives all the manufacturer's recommended service checks;
- Transport FQTF vehicles to the repair shop and/or service maintenance provider as needed;
- Verify that each FQTF vehicle is in operational order for each shift, including its fuel level and/or energy/charge level;
- Check oil, brake fluid, water, coolant and windshield washer fluid levels weekly for each FQTF vehicle and replace same as needed;
- Maintain a fuel/energy record for each FQTF vehicle, track gas purchases and gas card balances, and collect receipts;
- Ensure that each FQTF vehicle is cleaned and washed twice weekly to maintain the professional image of the FQTF;
- Maintain a maintenance record for each Task Force vehicle and timely notify the ED of any needed repairs;
- Submit weekly summaries of the trip sheets/daily activity logs to the ED and the Commander of the NOPD 8th District or the Commander's designee;
- Submit monthly summaries of the daily activity logs to the ED;
- Evaluate weekly and monthly activity logs for trends and advise ED and Commander of the NOPD 8th District of same;
- Prepare payroll requests for each detail officer who has worked a detail and submit same to ED;
- Timely evaluate detail officer time sheets, preliminarily approve time sheets as necessary and submit same to ED;
- Notify the ED of any shifts/hours not actually worked by a detail officer and/or no-shows, late call outs and unfilled shifts;
- Attend FQMD Board meetings and Security Task Force meetings, as delegated by the ED, to report on the results of the FQTF and issues related to the FQTF;

- Communicate with NOPD 8th District shift supervisor regarding crime trends in the French Quarter;
- Attend weekly COMSTAT meetings with the ED to obtain information on crime trends in the French Quarter;
- Report to the ED regarding any detail officer identified as not performing their assigned duties and/or tasks of the FQTF detail;
- Upon the concurrence of the ED, inform OPSE about any detail officer identified as not performing the assigned tasks of the FQTF detail and submit a formal written request to OPSE for removal of the detail officer from eligibility to work for the FQMD;
- Prepare weekly budgets for the FQMD Treasurer and ED to ensure that the cost of weekly scheduled shifts and other FQTF expenses stays within the amount budgeted for the week and month; and
- Provide the ED a weekly report summarizing the following:
 - Shifts worked and shifts unfilled and the percentages of each;
 - Coverage of assigned Zones by each detail officer;
 - Response time – average response time from time complaint received to time of acknowledgment of the call by a detail officer and time of officer’s arrival at the scene;
 - Compliance with speed limits set by the ED;
 - Compliance with conducting the night patrols with lights flashing;
 - Compliance with budget goals;
 - Activity Log Statistics – detailing number of calls, number of detail officer initiated stops, etc., as described in attached sample Activity Log; and
 - Statistical Analysis of length of stops as recorded by GPS and the FQTF APP to evaluate whether each detail officer remains stopped only for a valid reason.

1. Perform all other services and obligations as set forth in any of the following documents that are incorporated fully into this Agreement: the RFP; the Contractor’s proposal dated **DATE OF PROPOSAL**.

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

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

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

5. Cooperate with FQMD and any person performing work for FQMD.

FQMD's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with the instructions provided by the FQMD Executive Director and in accordance with any applicable policies of the New Orleans Police Department and the City of New Orleans Office of Police Secondary Employment.

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

D. Invoices.

1. The Contractor will submit monthly invoices for work performed under this Agreement to FQMD no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which FQMD is not liable. At a minimum, each invoice must include the following information and supporting documentation: any and all hours worked by Contractor's personnel, the tasks performed by Contractor's personnel, and the rate for hourly or monthly performance of services.

2. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

3. FQMD may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

E. Records and Reporting.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred, through the later of 1 year from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to FQMD all plans and records of work compiled through the date of termination.

2. The Contractor will be required to report to the FQMD, its Executive Directors and its Board of Commissioners as directed by FQMD.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by FQMD.

F. Audit and Inspection.

1. The Contractor will submit to any FQMD audit, inspection, and review and, at the FQMD's request, will make available all documents relating or pertaining to this Agreement 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 the FQMD.

G. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

a. Minimum Requirements:

- i.** Commercial General Liability (“CGL”):
- ii.** Worker’s Compensation:
- iii.** Professional Liability (Errors and Omissions):

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i.** Additional Insured Status.
- ii.** Primary Coverage.
- iii.** Claims Made Policies.
- iv.** Waiver of Subrogation.
- v.** Notice of Cancellation.
- vi.** Acceptability of Insurers.

2. The Contractor will provide FQMD within 10 calendar days of the Effective Date and at any other time at FQMD’s request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement;
- b. Copy of the fully executed Agreement;
- c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
- d. Statements disclosing any policy aggregate limit.

3. Without notice from FQMD, the Contractor will:

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to FQMD within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
- c. Notify FQMD in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

H. Indemnity.

1. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless FQMD, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or

injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. Independent Duty. The Contractor has an immediate and independent obligation to, at FQMD's option: (a) defend FQMD from or (b) reimburse FQMD for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.

4. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, FQMD's reasonable attorney fees and expenses, incurred by FQMD in enforcing this indemnity.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to FQMD that:

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

2. The Contractor has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Contractor, its employees, or its ("FQTF")s in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Contractor's performance of this Agreement;

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

6. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Contractor and the execution of this Agreement by the Contractor's representative constitutes a sworn statement,

under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Contractor complies with La. Rev. Stat. 38:2227 and no principal, member, or officer of the Contractor has been convicted of, or pled guilty to, public bribery, corrupt influencing, extortion or money laundering, and no principal, member of officer of the Contractor has been convicted of, or pled guilty to, within the previous five years, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, misapplication of payments, or malfeasance in office.

C. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Employee Verification. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by FQMD occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to FQMD a sworn affidavit attesting to the above provisions if requested by FQMD. FQMD may terminate this Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

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

ARTICLE III – FQMD's OBLIGATIONS

A. Administration. FQMD will:

1. Administer this Agreement through its Executive Director;
2. Provide the Contractor any documents or equipment deemed necessary for the Contractor's performance of any work required under this Agreement;
3. Provide access to FQMD personnel to discuss the required services during normal working hours and as requested by the Contractor; and

B. Payment. FQMD will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. FQMD's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;

2. FQMD, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. FQMD may set off any amounts due to the Contractor against any amounts deemed by FQMD to be owed to FQMD by the Contractor pursuant this Agreement; and

4. FQMD is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of FQMD, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or FQMD is not expressly obligated to pay under this Agreement.

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

ARTICLE IV - COMPENSATION

A. Rate of Compensation.

1. FQMD will pay the Contractor in accordance with the following rate: **INSERT RATE OF COMPENSATION.**

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by FQMD in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. FQMD will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

4. The Contractor immediately will notify FQMD in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by FQMD under this Agreement is **\$275,000.00.**

ARTICLE V - DURATION AND TERMINATION

A. Initial Term. The term of this agreement shall be for 1 year, beginning the Effective Date.

B. Extension. This Agreement may be extended at the option of FQMD, provided that the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by FQMD for 4 additional separate one-year terms.

C. **Termination for Convenience.** FQMD may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least 30 calendar days before the intended date of termination.

D. **Termination for Cause.** FQMD may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. **Suspension.** FQMD may suspend this Agreement at any time and for any reason by giving 2 business day's written notice to the Contractor. The Contractor will resume work upon 5 business day's written notice from FQMD.

ARTICLE VI - PERFORMANCE MEASURES

A. **Factors.** FQMD will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. **Failure to Perform.** If the Contractor fails to perform according to the Agreement, FQMD will notify the Contractor. If there is a continued lack of performance after notification, FQMD may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, FQMD will invoice the defaulting contractor for any increase in costs and other damages sustained by FQMD. Further, FQMD will seek full recovery from the defaulting contractor.

ARTICLE VII - DISADVANTAGED BUSINESS ENTERPRISE ("DBE")

Contractor agrees to make good faith and bona fide efforts, consistent with Contractor's Proposal dated _____ to achieve the DBE goal of this Agreement.

ARTICLE IX - NON-DISCRIMINATION

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

B. **Non-Discrimination.** In the performance of this Agreement, 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. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

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

ARTICLE X - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of FQMD and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of FQMD.

B. The Contractor shall be prohibited from using sub-contractors to perform any of its duties under this Agreement.

C. Exclusion of Worker's Compensation Coverage. FQMD will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of FQMD for the purpose of Worker's Compensation coverage.

D. Exclusion of Unemployment Compensation Coverage. The Contractor, as an independent contractor, is being hired by FQMD under this Agreement for hire as defined in La. R.S. 23:1472(E) and neither the Contractor nor anyone employed by it will be considered an employee of FQMD for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any internal control or direction of its personnel by FQMD; (b) the services to be performed by the Contractor are outside the normal course and scope of FQMD's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

E. Waiver of Benefits. The Contractor, as an independent contractor, will not receive from FQMD any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to FQMD under this Agreement.

ARTICLE XI - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To FQMD:

Emily Remington
Executive Director
French Quarter Management District
100 Conti Street
New Orleans, LA 70130

2. To the Contractor:

NAME AND ADDRESS OF POINT OF CONTACT FOR CONTRACTOR TO RECEIVE NOTICES

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XII - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without FQMD's prior written consent.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Conflicting Employment. To ensure that the Contractor's efforts do not conflict with FQMD's interests, and in recognition of the Contractor's obligations to FQMD, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify FQMD in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. FQMD will make the final determination whether the Contractor may accept the other employment.

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

F. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

G. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

H. Limitations of FQMD's Obligations. FQMD has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

I. No Third Party Beneficiaries. This Agreement is entered into for the exclusive

benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

J. Non-Exclusivity. This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to FQMD's approval of any potential conflicts with the performance of this Agreement and FQMD may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

K. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

L. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the RPF; the Contractor's Proposal Dated **INSERT**.

M. 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, FQMD may, after 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.

N. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of FQMD, and FQMD will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without FQMD's express written consent. FQMD may use and distribute any Work Product for any purpose FQMD deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.

O. Prohibition of Financial Interest in Agreement. No elected official or employee of FQMD shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any employee or Commissioner of FQMD shall be deemed to be a financial interest of such employee or Commissioner of FQMD. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by FQMD and shall entitle FQMD to recover, in addition to any other rights and remedies available to FQMD, all monies paid by FQMD to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

P. Remedies Cumulative. No remedy set forth in the Agreement 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.

Q. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

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

S. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the FQMD and the Contractor, through their duly authorized representatives, execute this Agreement.

FRENCH QUARTER MANAGEMENT DISTRICT

BY: _____
JIM OLIVER, CHAIR, BOARD OF COMMISSIONERS

Executed on this _____ of _____, 201__

NAME OF CONTRACTOR

BY: _____
NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY

FEDERAL TAX I.D. OR SOCIAL SECURITY NO. *[Do not insert this number in any drafts of the agreement. This information is confidential and should only be filled out by contractor/vendor/consultant when the individual signs the agreement. This information shall not be published]*