

FINANCE & DEVELOPMENT COMMITTEE

Meeting Notes

Tuesday, 5 March 2024, 2:00 pm

400 N. Peters Street, Suite 206, New Orleans, LA 70130

1. Call to Order, Reading of the Agenda, and Roll Call

The meeting was called to order at 2:02 pm and the agenda was read into the record.

COMMITTEE MEMBERS				VOTES		
First Name	Last Name	Present	Absent	Approve mtg notes	Approve RFP for IT Support Services	Approve Glass Half Full Contract
Frank	Zumbo		X	-	-	-
Heidi	Raines	X		X	X	X
Sue	Klein	X		X	X	X
Christine	Bondio	X		X	X	X
Jane	Cooper	X		X	X	X
James	Hislop		X	-	-	-

INTRODUCTION OF ATTENDEES:

GUESTS		
First	Last	Role
Karley	Frankic	FQMD Executive Director
Shelby	Ursu	FQMD Coordinator
Glade	Bilby	FQMD Commissioner

2. Public Comment:

No written public comment was received.

3. Motion – Consider a motion to approve the previous meeting notes

Sue Klein motioned to approve the previous meeting notes. Christine Bondio seconded the motion, and it was approved.

4. Discussion – Discussion by Committee of a Request for Proposals for Information Technology Support Services

See attached document. Vice-Chair Heidi Raines led the meeting in Chair Frank Zumbo’s absence. She reviewed the revised Request for Proposals (RFP) for Information Technology (IT) support services with the Committee, noting that the edited version has been condensed to the main priorities as established by FQMD staff. The Committee discussed further editing the “Ethics” section. Jane Cooper suggested putting in the ethics code verbatim to avoid any confusion or violations revolving around the code, and the Committee agreed with this revision. The Committee also laid out the dates for the RFP, with the release set for March 6th, respondent’s questions due by March 13th, responses to the questions sent out on March 15th, final proposals due by March 20th at 4 PM, and vendor selection tentatively set for March 28th. Ms. Raines will verify if the date for them to review the respondents works for Mr. Zumbo. Ms. Raines asked that FQMD staff review the proposals first and report

French Quarter MANAGEMENT DISTRICT

to Mr. Zumbo and Ms. Raines with summaries of each. Ms. Klein stated that because the Board previously approved of the release of the original IT RFP, it will not be necessary to have the Board vote on this matter at Monday's Board meeting.

- a. Motion – Consider a motion to recommend to the Board of Commissioners approval of a Request for Proposals for Information Technology Support Services

Ms. Cooper made a motion to approve and release the Request for Proposals for Information Technology Support Services, as revised. Ms. Klein seconded the motion, and it was approved.

5. Discussion – Discussion by Committee to approve the Glass Half Full Community Drop Off Contract

See attached document. Ms. Frankic presented the Glass Half Full Community Drop Off Contract to the Committee, stating that it is similar in format to the previous Glass Half Full Mardi Gras bead recycling agreement that was approved by the Committee and Board of Commissioners. She pointed out that an indemnity clause has been added into the agreement. Ms. Cooper noted that an effective date should be added, informing the Committee that the goal is for the agreement's start date to be April 1st, 2024, effective until March 31st, 2025. She added that the agreement states that Glass Half Full will receive payment in advance for one year of service. Ms. Klein asked what the three drop off locations will be. Ms. Cooper answered that the Eighth District Station and the Jazz Museum are confirmed, and she is waiting for confirmation from the New Orleans Recreation Development Commission for Cabrini Park.

- a. Motion – Consider a motion to recommend to the Board of Commissioners approval of the Glass Half Full Community Drop Off Contract

Ms. Klein made a motion to recommend to the Board of Commissioners approval of the Glass Half Full Community Drop Off Contract with the effective date and term added into the agreement. Ms. Bondio seconded the motion, and it was approved.

6. Discussion – Discussion by Committee of Updates of Billable Rates

See attached document. Ms. Frankic reviewed the calculations of the updated hourly billable rates including the approved 2.5% raises for FQMD staff, as opposed to the 3% previously calculated, noting that the amounts approved at the previous meeting did not change.

7. Discussion – Discussion by Committee of Updates on Contractor Hiring Process

Ms. Frankic reported that there have been eight applicants for the contractor position so far. She stated that with the tight timeframe with the position being so short-term due to the June 30th deadline to spend for the 2023 State appropriation, she hoped to speed up the interview process. Ms. Frankic noted that the deadline for applications is Monday, March 11th, and afterwards the applicants will go through the initial screening by her, followed by interviews conducted by Ms. Bondio and Ms. Cooper. She stated that she hopes to make an offer for the position by the end of March or the beginning of April.

8. New Business– To consider and take action upon any other matters that may properly come before the French Quarter Management District Finance & Development Committee

Ms. Frankic reported that the FQMD office lease was signed February 27th, 2023, but the effective date was January 1st, 2023, stating that the landlord is requesting rent for January and February 2023. She informed the Committee that the landlord is demanding a second amendment to the lease, if FQMD signs the amendment, the lease term will convert from a month-to-month basis to a year term expiring on December 31st. Ms. Frankic noted that a renovation clause included in this second amendment would have FQMD "waiving any claim arising from the warranty of peaceful possession during such work." Ms. Raines pointed out that the offices listed in the agreement include office number 14, which FQMD no longer has possession of. Ms. Frankic will get clarification on the offices listed within the lease, as well as ask if FQMD can convert back to a month-to-month lease agreement after a full year lease for 2024. If not, then FQMD will execute the second lease amendment as written.

9. Next Meeting Date:

The next scheduled meeting of the Committee is Tuesday, April 2nd, 2024, at 3:00 pm.

10. Adjournment

Ms. Klein made a motion to adjourn. Ms. Bondio seconded the motion, and the meeting was adjourned at 2:38 pm

Request for Professional Services Proposals Managed Information Technology Support Services

December 12, 2023

The French Quarter Management District is a state political subdivision created by the Louisiana Legislature as a means for the residential and business communities to work together to protect, preserve, and maintain the world-famous French Quarter as a safe, clean, vibrant and friendly neighborhood for residents, businesses, and visitors.

I. REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Commissioners of the French Quarter Management District ("FQMD") is seeking proposals from one or more qualified professional technology vendors ("Respondents") for Managed Information Technology ("IT") Support Services. The qualified vendor will provide necessary technical services that will enable FQMD to:

- Serve as the outsourced IT and network consultant for an organization with two full-time staff and a thirteen-person board of commissioners.
- Ensure the efficient procurement and operation of its computer systems, internet network, and key applications used by staff and executive board members.
- Consult on the security and operability of FQMD's computer system and IT infrastructure.
- Provide technical assistance when requested by FQMD staff. The ideal vendor will resolve computer systems and network issues in accordance with standard and acceptable maintenance and support benchmarks. The successful vendor will be expected to implement and maintain a help desk service that efficiently and consistently responds to the needs of FQMD staff and ensure that there is no significant computer downtime during working hours in the New Orleans office. The ideal vendor will provide support by an engineer on an as needed. The vendor is expected to report on the status of technology issues and communicate effectively with FQMD staff.

FQMD contemplates a contract for one base year with an option for additional years of service contingent upon performance during the first year.

FQMD is NOT required to award any Agreement based solely on proposal pricing and may cancel this Request For Proposals ("RFP") and not award an Agreement in its sole discretion for any reason.

FQMD is subject to the Louisiana Public Records Law, La. R.S. 441:1, *et seq.*, which governs the public disclosure of certain records maintained by the FQMD. Proposal submission materials will generally be

made available for inspection and copying upon written request, except when exempted from disclosure by law.

Costs of preparation or any other costs incurred to respond to the RFP and any costs associated with any administrative or judicial proceedings resulting from the solicitation process are the sole responsibility of the Respondent.

II. SCOPE OF SERVICES

This section summarizes the services to be provided to FQMD. FQMD is looking for a firm that will provide a consistently high level of IT customer service, maintenance, and support. Each proposal should take into consideration the following key requirement areas (See A thru H of this section); and each firm must be equipped to meet each requirement area.

- A. Initial Assessment: Review of internet network, voip phone system (Ring Central), cloud-based data storage, operating systems, cybersecurity, and asset and equipment inventory, Vendor will make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by March 15, 2024, and each September 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.
- B. Convert FQMD office operating and hosting software and applications from Google to Microsoft, assure secure backup of all data and functionality during transition, and provide support to staff on new operating platform, programs, and applications associated with the transition.
- C. Managed IT services to cover a full spectrum of technology solutions, including remote maintenance and monitoring networks 24/7/365, service desk support for users, on-site support when needed. Including the management of networks and computer systems, including SaaS applications, SaaS databases, messaging, associated hardware, software, communications, and operating systems necessary for performance, security, reliability, and recoverability of the systems.
- D. Email, Security and Backup Efforts: Maintenance of organizational email accounts using the FQMD domain and Microsoft, adding, changing, and/or deleting FQMD employee accounts as requested; maintenance of virus-detection programs on the FQMD servers and user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to designated FQMD point of contact are required. Voice of Internet Phone: Setup and maintain functionality of systems and hardware for VoIP telephone network and software.
- E. Other General Requirements:

In addition to the requirements outlined in sections A-F of this RFP, the successful firm will reflect a demonstrated ability to respond to staff requirements in the following areas:

1. an ability to research and identify software solutions that meet the needs of FQMD staff;

2. identification and resolution of redundancies in FQMD's current computer system environment;
 3. effective communication with staff to keep them updated on the progress of troubleshooting issues.
- F. Not Included: The contract to be awarded does not obligate FQMD to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract. The scope also does not include computer equipment and networks not owned by FQMD.

III. PROPOSAL REQUIREMENTS

A. Written Proposals

The following shall be included in the bound submission:

1. Minimum Qualifications Summary (16-page limit): Respondents should provide a summary stating how they meet the evaluation criteria set forth in Section III A through F.
2. Resumes & List of Referrals: Respondents should include resumes or curricula vitae for the principals performing the Services and a list of referrals in accordance with Section III B.
3. Price Proposal: Respondents should provide the monthly flat fee it proposes to charge FQMD to provide the Services.
4. Authorized Signatory: Respondents should provide the name of the individual who will be authorized to sign an Agreement on its behalf if the event that its proposal is accepted; including his/her contact information.

B. Submission Instructions

Written proposals, required forms, and additional/optional information shall be emailed to coordinator@fqmd.org

IV. BOARD CONTACT

All questions, correspondence, inquiries, and other communications regarding this procurement shall be directed to Board of Commissioners of the French Quarter Management District, Coordinator, 400 N. Peters Street, Suite 206, New Orleans, LA 70130 or coordinator@fqmd.org no later than 5:00 p.m. (CST) on **Tuesday, January 2, 2024**. All questions will be answered via addenda and will be posted on the FQMD's website at: <https://fqmd.org/opportunities>

V. TENTATIVE SCHEDULE

Anticipated Proposal Timetable:

RFP Release

Tuesday, December 21, 2023

Respondents' Questions Due Tuesday, January 2, 2024

Proposal Submissions Due Friday, February 2, 2024

FQMD will make every effort to administer the proposal process in accordance with the terms and dates outlined in the request for proposals, but FQMD reserves the right to modify the proposal process and dates as deemed necessary.

VI. ETHICS

FQMD calls the attention of all potential Respondents to the Louisiana Ethics Code, La. R.S. 42:1101, *et seq.* Those laws prohibit FQMD from doing business with any of its current directors or those who have served on the FQMD within the past two (2) years or from doing business with certain companies with which the following persons are connected.

2023 Commissioners:	Commissioners Serving in the Past Two Years:
David Bilbe Glade Bilby Christine Bondio Steve Caputo Jane Cooper Matthew Emory Jerome A. "Alex" Fein Mamie Gasperecz Susan "Sue" Klein Christian Pendleton Heidi Raines Robert "Bob" Simms Frank Zumbo	Gail Cavett Brittany Mulla McGovern Jack Rizzuto Robert Watters

VII. INSURANCE

Before an Agreement is executed, the selected Respondent must provide its current certificate(s) of insurance for the types and amounts of coverage as indicated in the Agreement.

DRAFT

**GLASS HALF FULL**

Phone: 504-356-3435

3935 Louisa Street

New Orleans, LA 70126

SERVICE AGREEMENT**Glass Recycling Community Dropoff and Recycling Services****ACCOUNT BILLING**Company Name: French Quarter Management District Contact Name: Karley D. FrankicAddress: 400 N. Peter Street, Suite 206 City, State, Zip: New Orleans, LA 70130Contact Phone Number: (504) 323-5801 Contact Email: kfrankic@fqmd.org**EQUIPMENT/SERVICE SPECIFICATIONS**

Avg. billed hourly rate per hour (wages) CDL	\$35.50
Avg. cost per hour (wages) non-CDL	\$26.00
Avg. # of CDL personnel required	1
Avg. # of non-CDL personnel required	3
Avg. tot. billed hourly rate	\$113.50
Drop-off duration (in hours)	6
Drop-off transport, load/unload duration (in hours)	2
Total drop-off duration per week (in hours)	8
Vehicle and transport rate (per day) (incl. comprehensive insurance, fuel)	\$245.00
Frequency of drop-off (per week)	1
Drop-off events per year	52
Projected wages billed price per week	\$908.00
Projected wages billed price per year	\$47,216.00
Projected vehicle and transport billed price per year	\$12,740.00
Cumulative price per year	\$59,956.00
Indirect cost rate	15%
Cumulative price per year	\$8,993.40

TOTAL programming rate per year	\$68,949.40
--	--------------------

Initial set-up costs:	
100 x 64-gallon receptacles (incl. shipping (landed))	\$11,250.00
Signage and educational materials	\$4,325.00
Public awareness and education campaign	\$12,000.00

TOTAL initial set-up costs:	\$27,575.00
------------------------------------	--------------------

TOTAL programming rate for one (1) year and initial set-up and costs:	\$96,524.40
--	--------------------

Special Instructions:

Weekly recycling drop-off in French Quarter at three (3) sub-sites. Staffed by Glass Half Full (GHF) (Contractor) to reduce contamination concerns. All receptacles and recyclable material dropped-off and picked-up/removed upon drop-off completion. GHF educates the public on-site. GHF will offer glass, cardboard/paper, metal, plastics #1 & #2, separated on site (multi-stream recycling) to increase recycling rates. Drop-off duration will be 6 hours per sub-site. Drop-off transport, load/unload duration will be 2 hours. Vehicle and transport rates (incl. comprehensive insurance, fuel) shall be included in the billable amount. Initial set-up costs include: 100 x 64-gallon receptacles (incl. shipping (landed)), signage and educational materials, and public awareness and education campaign.

Term: This term of this agreement shall be on a yearly basis from the effective date of service and may be renewed every year thereafter, with written approval by Customer, unless either party shall give written notice of termination to the other party at least sixty (60) days but not more than one hundred eighty (180) days prior to the termination of the initial term or any renewal term.

UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON PAGE TWO, AND, THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

(Authorized Signature) / Customer

(Print of Type Name and Title)

Date

(Authorized Signature) / Glass Half Full

(Print of Type Name and Title)

Date

Services rendered: Customer grants to the undersigned (Glass Half Full) the exclusive right to collect and recycle of all Customer's Glass Waste Material and agrees to make the payments as provided for herein and agrees to furnish such series and equipment specified above, all in accordance with the terms of this Agreement. If Master Agreement is checked on the front of this agreement, this service agreement applies to all the customer service locations.

Charges and Payments: Customers shall pay Contractor (Glass Half Full) on a monthly basis for the collection and recycling service provided by Glass Half Full (Including all charges for the equipment maintenance) in accordance with the schedule of charges shown on Page 1 of this Agreement. Payment shall be made by Customer within thirty (30) days after receipt of an invoice from Contractor. Contractor may impose, and Customer agrees to pay a late fee and Interest for all past due payments not to exceed the maximum rate allowed by the applicable law. In the event that any payment is not made when due, Contractor may, at its sole option, terminate this Agreement on notice to the Customer and recover all past due payments, recovery and equipment on the premises of the Customer and to recover liquidated damages from Customer as set forth below.

Rate Adjustments: Contractor may only increase rates with the consent of the Customer: Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

Changes: Charges in the schedule of Charges, frequency of collection services, number, capacity, and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

Waste Material: Customer represents and warrants for the materials placed in the equipment shall be "glass waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean only glass waste generated by Customer and/or their parties (i.e. customers, employees, etc.). Contractor shall acquire title to the waste material when it is loaded into Contractor's truck. Title to and liability for any waste excluded above shall remain with Contractor and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against all damages, penalties, fines and liabilities resulting from or arising of such waste excluded above.

a) To ensure the quality of recycling material or waste material, the Contractor reserves the right to inspect the Customer's recycling or waste contents before processing. If the Contractor finds the contents of a can exceed 10% contamination by weight or volume, the Contractor reserves the right to dispose of the contents in an effort to maintain production of highest quality recycled materials.

Driveways and Parking Areas: Customer warrants that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities for damage to pavement or road service.

Equipment:

a) Responsibility: The equipment furnished hereunder by Contractor shall remain the property of the Contractor. However, Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for the normal wear and tear or for loss damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees to not overload by weight or volume, move or alter the equipment, and shall use the equipment only for its proper and intended use. Customer agrees to indemnify, decline and hold Contractor against all claims, damages, suits, penalties, fines and liabilities for injury of death to persons or loss or damage to property arising from the customers use, operation or possession of the equipment.

b) Definition: The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of the glass waste material including crates, cans, dumpsters and such other on site devices as may be specified on the face of this agreement.

Attorney's Fees: In the event of a breach in this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees, and three costs of the party incident to any action brought to enforce the Agreement. In the events Customer fails to pay Contractor all amounts which becomes due under this Agreement, or fails to perform its obligations hereunder, and the refers such a matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.

Right To Compete: Customer grants to Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of glass waste collection and recycling service upon the termination of this agreement for any reason and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it.

Assignment and Benefit: This Agreement shall not be affected by any changes in the Customer's service address if new such address is located within the Contractor's service Area. The agreement shall be binding on the parties and their successors and assigns.

Excused Performance: Neither party hereto shall be liable for its failure to perform or delay in performance hereunder to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or government orders, inability to get container, fires and acts of God such failure shall not constitute a Default under this agreement.

Indemnity: Contractor shall indemnify, defend, and hold harmless FQMD against any and all liabilities, including judgments, costs and reasonable attorneys' fees, for any actions, omissions, negligence of any officer, except as a result of FQMD's gross negligence, willful misconduct or bad faith.

Customer Initials:

2024							
	Coordiantor	Director		Director Potential Raise	Contract Officer	Gross Employee Cost (w/o raise)	
Salary	51,250	101,708		104,251	44,892		
Taxes	3,987	7,913	8%	8,111	3,493		
workers comp insurance	461	915	1%	938	404		
Payroll Processing	115	1,104		768	115		
Benefits	6,074	6,074		6,074		*no benefits budgeted	
Gross Employee Cost	61,888	117,714		120,142	48,904		228,506
FTE Hours	2080	2080		2080	1245	*limited by SCS partime annual cap	23.94231
Leave	-160	-200		-200	0	*no PTO budgeted	
Holidays	-88	-88	11	-88	0	*no paid holidays approved	
Capacity hours	1832	1792		1792	1245		
Hourly Rate	\$ 34	\$ 66		\$ 67	\$ 39		
Contract Officer at full-time				75,000			
		FTE Hours		1245			
FTE Hours, if employed full-time				2080			
Percentage of full-time hours				59.86%			
Project salary for contract officer				44891.82692			

*2024 FQMD budget splits staff time 60% FQEDD 40% NO&Co Gen Ops

**State CEA Budget dedicates 15% of staff time to Appropriation management

2024			FQEDD Admin Fee		State Appropriation		Upper Quarter Patrol		Other Programs & Gen Operations		Total
Hours/ Week	Billable Rate		Percent of Effort	FQEDD Hours	Percent of Effort	St. Appro Hours	Percent of Effort	UQP Hours	Percent of Effort	Other Programs & Gen. Ops Hours	
Executive Director	40 \$	66	60%	24	15%	6	5%	2	20%	8	100%
Coordinator	40 \$	34	60%	24	15%	6	10%	4	15%	6	100%
Contract Officer	24 \$	39	0%	0	100%	24	0%	0	0%	0	100%
Billable Totals											
Week				\$ 2,387		\$ 1,540					\$ 3,927
Quarter				\$ 31,034.72		\$ 20,014.05					\$ 51,186.21
Year				\$ 124,138.88		\$ 80,056.20					\$ 204,744.83
									Gross Employee Cost (w/o raise)		\$ 228,505.59
									Non billable gross employee cost		\$ (23,760.76)

Proof

0

0

0

2023					
	Coordinator	Director		Director Potential Raise	
Salary	50,000	97,208		101,708	
Taxes	4,000	7,777	8%	8,137	
workers comp insurance	500	972	1%	1,017	
Payroll Processing	120	540		540	
Benefits	5,792	5,792		5,792	
Gross Employee Cost	60,412	112,289		117,194	
Leave	160	200		200	
Holidays	88	88	11	88	
Capacity hours	1832	1792		1792	
Hourly Rate	\$ 33	\$ 63		\$ 65	

2022						
	Coordinator	Director			Coordinator	Director
Salary	45,000	90,000			45,000	90,000
Taxes	3,600	7,200	8%		3,600	7,200
workers comp insurance	450	900	1%		450	900
Payroll Processing	120	540			120	540
Benefits	7,313	14,625			7,313	14,625
Gross Employee Cost	56,483	113,265			56,483	113,265
				FTE Hrs	2,080	2,080
				Holidays	88	88
				PTO	160	200
Capacity Hours	2080	2080			1,832	1,792
Hourly Rate	27	54			31	63