

**REQUEST FOR PROPOSALS**

**SANITATION SERVICES**

**FRENCH QUARTER MANAGEMENT  
DISTRICT**

**JULY 7, 2025**

# KEY REMINDERS TO PROSPECTIVE RESPONDENTS

1. READ THE SOLICITATION IN ITS ENTIRETY.
2. CONTACT THE DESIGNATED PURCHASING OFFICIAL ONLY.
3. TAKE ADVANTAGE OF THE QUESTION AND ANSWER PERIOD.
4. PROVIDE COMPLETE ANSWERS AND DESCRIPTIONS.
5. REVIEW THE RFP AND YOUR RESPONSE BEFORE SUBMITTING.
6. SUBMIT YOUR PROPOSAL ON TIME.

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## SECTION 1 – DEFINITIONS

“*FQMD*” means the French Quarter Management District.

“*Close Event*” means the date and time at which proposals will no longer be accepted from Respondents.

“*DBE*” means Disadvantage Business Enterprise.

“*Event*” means the solicitation (RFQ, RFP, ITB, ITQ).

“*Open Event*” means the date and time at which the Event is released to the public in the Supplier Portal of BRASS.

“*Respondent*”, “*Respondents*” or “*a respondent*” means a person or entity who responds to the RFP.

“*RFP*” means the present request for proposals.

“*SBE*” means Small Business Enterprise as defined by the U.S. Small Business Administration.

“*Service Area*” means the area of the city of New Orleans lying within the following boundaries: the Mississippi River, the center line of Canal Street, the rear property line of the properties fronting on the lake side of North Rampart Street, the rear property line of the properties fronting on the downriver side of Esplanade Avenue to the Mississippi River.

“*SLDBE*” means State and Local Disadvantage Business Enterprise.

## SECTION 2 – OVERVIEW

### 2.1 Introduction

La. R.S. 25:799 established the French Quarter Management District to fulfill certain purposes in the French Quarter. More specifically, the district was created to enhance public safety, reduce homelessness, make infrastructure improvements, and perform sanitation within the French Quarter by financing supplemental safety and sanitation services as the board deems appropriate.

### 2.2 Background

During the 2025 Regular Session of the Louisiana legislature, Senate Bill 195 was passed, and Governor Jeff Landry signed the bill into law on June 20, 2025 as Act 445. The law provides as follows:

When the city of New Orleans, due to a lack of city-employed staff or a lawfully contracted vendor, cannot provide sanitation services within the French Quarter at a level reasonably commensurate with historic practices, the district may procure its own emergency contract to ensure continuation of services within its boundaries. The costs for emergency

sanitation services procured pursuant to this Section shall be reimbursed by the city of New Orleans. The emergency contract procured by the district shall continue until such time as the city resumes service through its own employees or pursuant to a lawfully procured and executed contract.

Currently, IV Waste is providing sanitation services within the district pursuant to an emergency contract, but the City, through the Mayor, has informed IV Waste that the emergency contract will be terminated effective July 30, 2025. The City's proposed contract with Henry Consulting to perform sanitation services in the district is the subject of litigation and is currently suspended due to an appeal.

FQMD, pursuant to Act 445, and as required in the enabling legislation of FQMD in La. R.S. 25:799, now seeks to procure sanitation services for the district to ensure there is no gap in services while the litigation related to sanitation services is pending.

### **2.3 Purpose**

The purpose of this RFP is to procure sanitation services for the district from August 1, 2025 until the City provides or lawfully contracts with a provider to provide sanitation services in the district.

### **2.4 Statement of Needs**

Refer to Attachment "A".

### **2.5 Performance Evaluation**

FQMD will memorialize performance evaluation criteria in the executed contract.

## SECTION 3 – DBE

### **3.1. In General**

The FQMD seeks to offer the opportunity to DBE and SLDBE, SBEs, and other certified minority, women, disabled veteran owned businesses to submit their interest in participating to the RFP as a prospective subcontractor to a respondent or to jointly propose as a prospective partner with a respondent, or both.

### **3.2. DBE Goal**

A DBE contract goal of 35 percent has been established for this RFP.

## SECTION 4 – ANTICIPATED TIMETABLE

### 4.1. Dates

Release/Open Event (Cone of Silence Begins)	<i>July 7, 2025</i>
Deadline for Submitting Questions	<i>July 11, 2025 at 5 pm CST</i>
Submission Deadline/Close Event	<i>July 18, 2025 at 5 pm CST</i>
Interviews of Finalists	<i>July 22, 2025</i>
Notification	<i>July 28, 2025</i>
Contract Effective Date	<i>August 1, 2025</i>

### 4.2. Selection Committee Meeting

FQMD will make every effort to maintain the above date of the selection committee meeting.

However, from time to time, FQMD may need to reschedule the said meeting for reasons which include, but not limited to, request(s) from committee member(s) to have additional time for review, an unexpected calendar conflict of one or more committee member, an unforeseen emergency, etc.

### 4.3. Questions

Respondents must submit substantive questions to the Designated Purchasing Official either by email to [chair@fqmd.org](mailto:chair@fqmd.org) no later than the deadline set forth in Section 4.1.

Respondent must provide at minimum: RFP number, first and last name of requester, name of company, business address and telephone number.

The Designated Purchasing Official will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP.

Respondent's question(s) submitted after the deadline may not be reviewed for inclusion in an addendum to the RFP.

The Designated Purchasing Official will not respond to substantive questions submitted verbally either by telephone or in person or both outside of the scheduled meetings.

### 4.4. Cone of Silence

From the release of the RFP until the award, there is a prohibition on communication by respondents (or anyone on their behalf) with FQMD and its staff, and members of the selection committee.

FQMD calls this prohibition the "Cone of Silence."

This does not apply to oral communications at pre-submittal conferences, oral presentations before selection committees, contract negotiations, or communications in writing at any time with any FQMD employee regarding matters not concerning this RFP.

**BREAKING THE CONE OF SILENCE, IF PROVEN, MAY RESULT IN A DISQUALIFICATION OF YOUR RESPONSE.**

## **SECTION 5 – RESPONSIVENESS AND SELECTION COMMITTEE**

### **5.1. Responsiveness**

Following the submission deadline, the Designated Purchasing Official will:

- Open the timely submitted proposals, and then
- Review and determine if the respondent completed and submitted the required forms.

Prospective respondents are invited to read Section 8.6 for failure to comply with the deadline or the required documents.

If there are responsive respondents, the Designated Purchasing Official will provide a copy of the proposals to the selection committee.

### **5.2. Selection Committee – Grading**

The members on the selection committee shall either complete the numerical grading or use the wholly qualitative evaluation criteria.

## **SECTION 6 – EVALUATION**

### **6.1. In General**

The selection committee will evaluate responses based on the technical criteria established under this section.

A respondent may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the selection committee in accordance with the technical criteria.

During the review of any submission at any time (including in the event of a shortlist), the selection committee may:

- Conduct reference checks relevant to the solicitation to verify all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of the submissions,
- Seek clarification of a submission or additional information from any or all respondents and consider same in the evaluation of submissions,
- Waive any requests or requirements if such waiver is in the best interest of FQMD, and
- Request interviews/presentations with any, some or all respondents to clarify any questions or considerations based on the information included in submission.
- A conflict of interest or potential conflict of interest may disqualify a Respondent.

## **6.2. Technical Criteria for the RFP**

The Selection Committee will use the following criteria to evaluate the proposals submitted by Respondents:

### **1. Experience and Competence: 0 – 50 Points**

Specialized experience and technical competence, including specialized equipment specific to the French Quarter. This technical experience and competence and all work related thereto must be performed by the Respondent and not by any subcontractors. Respondent should confirm the gross vehicle weight and the axle length of all trucks to be used to provide services in the district.

### **2. Performance: 0 - 20 Points**

Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines

### **3. DBE 0 – 5 Points**

#### **Suggested Point Award and Awarding Guidelines**

**5pts: Meets or exceeds the stated contract DBE goal or demonstrates why and how the respondent can only achieve a lower DBE goal**

**3pts -1pts: States they will meet a lower contract goal without demonstrating why or how**

**0pts: No commitment but demonstrates why & how DBE participation is not achievable or no commitment without explanation**

## **6.3. Price Proposal**

The selection committee will then evaluate and rank responsive proposals on price.

A respondent may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its price proposal, as judged by the selection committee in accordance with:

### **Price Proposal 0 – 25 Points**

- The highest and best value to FQMD.

## **SECTION 7 – NOTIFICATION AND CONTRACT**

### **7.1. Notification**

Once the selection committee recommends a proposal, FQMD notifies the selected firm by an intent to award letter. The unsuccessful firm(s) will be notified as well.

The intent to award letter will contain the name and contact information of the FQMD point of contact responsible for administering the future contract.

IMPORTANT: The intent to award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

## **7.2. Negotiation and Execution of Contract**

After the issuance of the intent to award letter, FQMD may negotiate the final contract, including price or cost, with the selected respondent.

Irrespective of the occurrence of contractual negotiations or not, the selected respondent must provide FQMD with any additional requested documents (examples: tax clearance form, proof of signing authority, proof of good standing with the State of Louisiana, etc.).

FQMD is responsible for presenting the successful respondent with a proposed written contract to execute, which will be in substantially the same form as the attached contract.

Once executed by FQMD, the selected respondent will be authorized to begin the services.

## **7.3. Contract Administration**

FQMD will monitor the performance of the contractor according to the scope of services outlined in Attachment A.

## **7.4. Contract Amendment and/or Time Extension**

### **7.4.1. DBE Compliance**

Prior to amending and/or extending the contract for time with the contracted firm, said firm must be compliant with its committed DBE plan.

Failure to comply can constitute cause for termination of the contract.

### **7.4.2. Performance Evaluation**

Prior to amending and/or extending the contract for time with the contracted firm, said firm must perform in accordance with the scope of work set forth in the contract.

Failure to comply can constitute cause for termination of the contract.

## **SECTION 8 – SUBMISSION**

### **8.1. In General**

Respondents must submit in PDF format 2 separate documents:

- Technical Proposal
  - Entitle the PDF as follows: “[name of respondent] - RFP [insert number of present RFP] – Technical Proposal”, and

- Price Proposal
  - Entitle the PDF as follows: “[*name respondent*] – RFP [*insert number of present RFP*] – Price Proposal”.

See Section 8.3 for their respective contents. Respondents must submit their submissions via:

- Email to the Designated Purchasing Official

**NOTE:** If Respondent encounters a problem to submit a response by email, Respondent must notify the Designated Purchasing Official immediately and coordinate with said official for an alternative method of submission (in person or by courier).

## **8.2. Designated Purchasing Official**

Respondents must direct response, correspondence, and other communications regarding the RFP to the following Designated Purchasing Official:

- Title (Mr., Mrs., Ms.), First and Last Name: Jane Cooper, FQMD Board Chair
- Email address: chair@fqmd.org
- Office Telephone Number: 504-330-0231
- For in-person or mailing:

Attn: Jane Cooper

French Quarter Management District  
400 N Peters St #206,  
New Orleans, LA 70130

## **8.3. Contents**

FQMD requires that the submission be organized in the manner specified below to achieve a uniform review process and obtain the maximum degree of comparability.

### **A. Proposal Submission.** Said submission shall contain the following:

- Cover Sheet
  - Show the RFP number and subject, the name of your firm, address, email address, telephone number(s), name of contact person and date.
- Table of Contents
  - Include a clear identification of the material by tab and by page number.
- Tabs
  - Tab 1 – Respondent’s Profile and Submittal Letter

- Submittal Letter signed by an authorized agent of the respondent.
- A proposal statement setting forth in detail how the proposal meets the proposal requirements and evaluation factors.
- Organizational structure and locations of business with ownership interests.
- Tab 2 – Experience and Competence
  - Overall ability to perform the statement of needs
  - Description of personnel that will provide services
  - Description of equipment that will be used to provide services, including the size of the trucks that will be used
  - Confirmation that all work will be performed only by Respondent and not any subcontractors
- Tab 3 – Performance History
  - List of municipalities or districts for which Respondent has provided similar services
  - Any references, which may be contacted related to Respondent's performance history
  - Any professional awards related to Respondent's business or business practices
  - Length of time Respondent has been in business, specifically business related to the statement of needs and services to be provided
- Tab 4 – DBE
  - Respondent's commitment to DBE goal, plan to meet DBE goal, or reasons that DBE goal cannot be satisfied

- Tab 5 - Key Personnel
  - Include a listing of key staff including resumes for each describing experience, training, and education in the required services.
  - Identify staff experience working with governmental entities and list those projects.
- Tab 6 - References
  - Provide references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and dollar amount and term of the contract. (Provide letters of reference from previous clients, if available). FQMD reserves the right to check references that are not identified by Respondent.
- Tab 7 - Insurance
  - Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.
- Tab 8 – Financial Statements
  - Provide an audited, financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant (“CPA”) and signed and certified as accurate by the Prospective Consultant.
- Tab 9 - Exceptions
  - Include any/all exceptions taken to the content of solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by FQMD for appropriateness and is only valid if accepted in writing by FQMD.
- Tab 10 - Litigation
  - Provide all judgments entered into against the

Prospective Consultant by any Federal, State, or Local Courts within the past 10 years; any criminal conviction ever issued against the respondent or its owners or principals, and all civil, criminal, and administrative proceedings pending against the Prospective Consultant at this time.

**B. Price Proposal.** Said submission shall also contain the following:

- Attachment “A” Pricing/Cost. The pricing cost should be contained in a separate envelope attached to the proposal.

#### **8.4. Receipt**

**THE DESIGNATED PURCHASING OFFICIAL MUST RECEIVE YOUR RESPONSE BEFORE THE DEADLINE INDICATED UNDER SECTION 4.1.**

FQMD will NOT accept submissions delivered after the deadline.

#### **8.5. Alternative Method of Submission**

An alternative method of submission can be by courier service or in person if arranged in advance with the Designated Purchasing Official.

If the Designated Purchasing Official approves an alternative method of submission, Respondent remains responsible for ensuring that the proposal is delivered prior to the submission deadline with a proof of delivery.

FQMD will not credit delivery claims without a written proof of delivery.

Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

#### **8.6. Failing to Comply**

The Designated Purchasing Official will notify Respondent in writing that the proposal is non-responsive if:

- Respondent failed to submit it timely, or
- Respondent failed to complete and submit a form or document provided and required by FQMD.

The Designated Purchasing Official will not distribute a non-responsive proposal to the selection committee.

Respondent will have 2 business days from the date of notification by the Designated Purchasing Official to appeal the decision of non-responsiveness.

The decision from the Chair of the Board of FQMD or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from FQMD.

FQMD is not responsible for any delays caused by the internet or any other means of submission chosen by Respondent or both.

## SECTION 9 – GENERAL INFORMATION

### **9.1. Legal Authority**

Act 445 authorizes FQMD to issue a request for proposals to interested and qualified firms.

### **9.2. Ownership**

All qualification submissions and/or documentation submitted therewith are FQMD property for all purposes.

Respondents will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

FQMD will not credit any blanket exemption claims lacking specific justification. The FQMD does not guarantee the confidentiality of submissions.

### **9.3. Effect**

The RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever.

FQMD is not responsible for submissions and/or presentation costs.

FQMD may cancel or modify this solicitation at any time at will, with or without notice.

Anything to the contrary notwithstanding, the contract executed by FQMD and a qualified firm, if any, is the exclusive statement of rights and obligations extending from the RFQ and the request for proposal connected with the contract.

### **9.4. Addendum**

Respondents shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addendums issued.

Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

### **9.5. Agree to Contract Terms and Conditions**

By responding to this RFP, Respondent agrees to FQMD's required Contract Terms and Conditions set forth in this solicitation and therefore waives any future right to contest the required provisions.

### **9.6. Code of Ethics**

FQMD adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, *et seq.*

By submitting a qualification submission, prospective respondents warrant that there are no "conflict of interest" related to this solicitation that would violate applicable Louisiana Law.

Violation of the Louisiana Code of Governmental Ethics may result in rescission of

contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

**9.7. Waiver of Administrative Informalities**

FQMD shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any submission.

**9.8. Errors and Omissions in Submission**

FQMD reserves the right to seek clarification of any submission for the purpose of identifying and eliminating minor irregularities or informalities.

**9.9. Familiarity with Laws**

Respondents shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinance will be deemed to be included in the contract, the same as though herein written in full.

**9.10. Sample Agreement**

The FQMD supplies a sample professional services agreement under Section 10.

The qualified respondent(s) shall be expected to execute a contract that is substantially the same as the sample agreement.

Respondent shall not submit its own standard contract terms and conditions as a response to this RFP.

## **SECTION 10 – ATTACHMENTS**

### **10.1 Document to Review**

- Attachment A – Statement of Needs

### **10.2 Required to Submit with Proposal In Response to RFP**

- Attachment B – Affidavit of Conflict of Interest Disclosure

### **10.3 Contract Terms and Conditions and Insurance**

- Attachment C - Insurance Requirements

### **10.4 Sample Agreement**

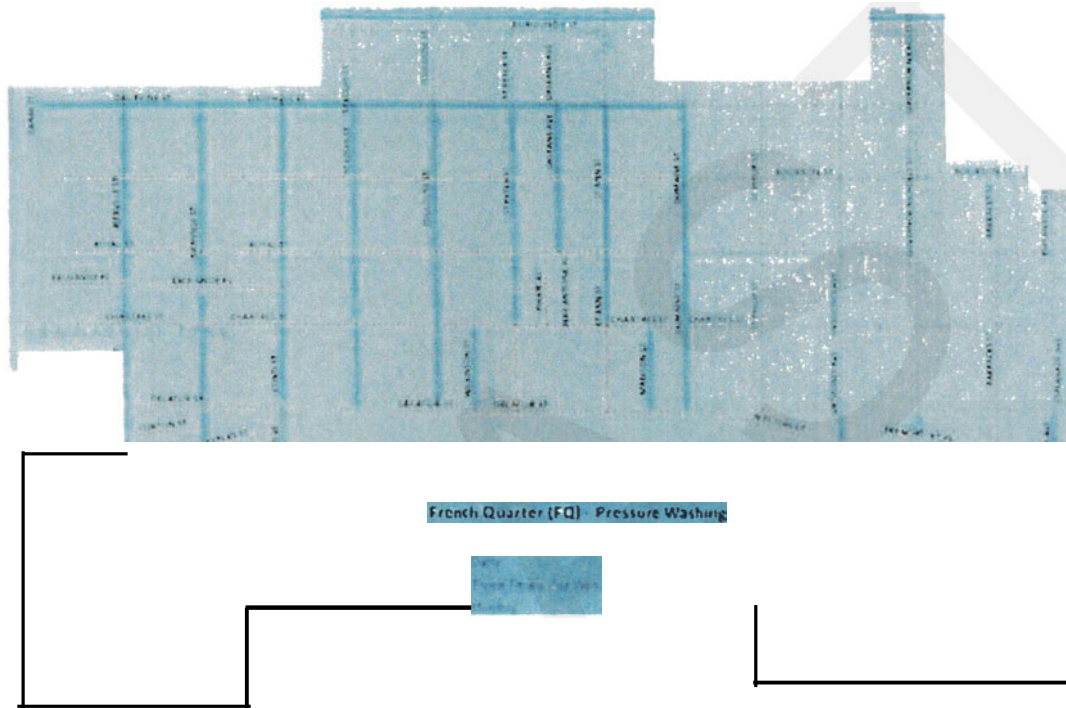
- Attachment D –Sample Professional Services Agreement

**ATTACHMENT NO. A**  
**STATEMENT OF NEEDS**

Containers/Carts on hand at month end - inventory to be delivered	168
311 Service Requests – Receive and Resolve in no more than 5 days on average	

Respondent must demonstrate that it owns the necessary equipment to perform this scope of services, including smaller sized garbage trucks that can safely navigate the narrow streets in the district. Garbage trucks should be 8 yard garbage trucks to help protect the delicate infrastructure and architecture in the district.

## French Quarter - Residential & French Quarter - Commerical Pressure Washing Services Map



**Daily** - N Peters, Clinton St, Decatur St, N Peters St, French Market Place, Dorshiere St, Chartres St, Royal St and Bourbon St from Canal to Dumaine, Exchange Pl, Bourbon St from Canal to, St Peter & St Ann from Decatur to Chartres and Pirates Alley & Pere Antone from Chartres to Royal St.

**3x per week** - Badine, N Front St, Dauphine from Canal to Dumaine, Iberville, Bienville, Conti, St Louis, Toulouse, St Peters, St Ann, and Dumaine from Decatur or the River to Dauphine, Orleans Ave from Royal St to Dauphine, Wilkinson & Madison St and Esplanade from N Peters to Decatur.

**Monthly** - Rampart St & Burgundy from Canal to Esplanade, Dauphine, Bourbon St, Royal St & Chartres St from Dumaine to Esplanade Ave and St Peters, Ursulines, Gov Nichols, Barracks and Esplanade from Decatur to N Rampart.

### **Additional Work that must be included in proposal**

**All Cross Streets 7 Days a Week from Iberville to St Peter in Between Dauphine and Decatur. Cross Streets between Canal and Dumaine must be serviced daily.**

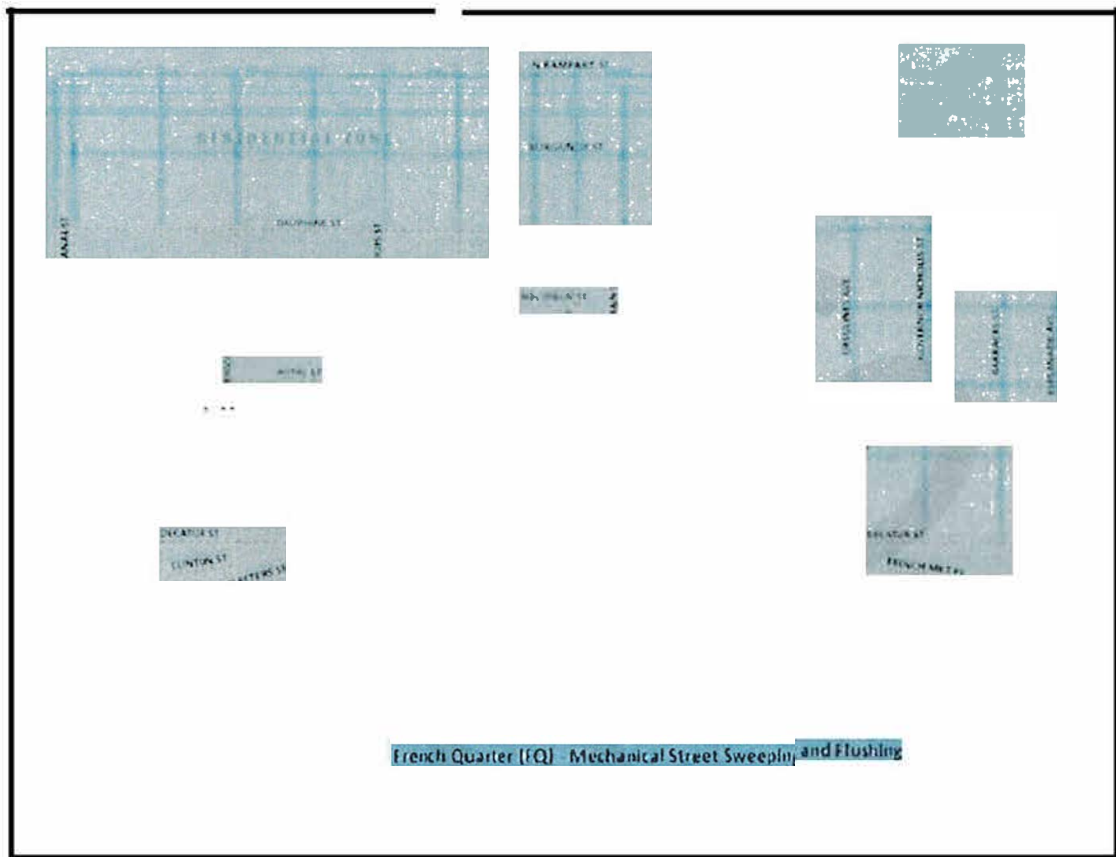
**2 Additional High Pressure Units with Large Water Tanks Using Hot Water. Pressure washing machines must be at least 4000 psi with at least 500 gallon hot water tanks**

**Lemon Fresh Cleaning Solution. Note the concentration of cleaning solution used and confirm that is compliant with any applicable environmental regulations**

"MISSISSIPPI RIVER

**Lemon Fresh Cleaning Solution. Note the concentration of cleaning solution used and confirm that is compliant with any applicable environmental regulations**

## French Quarter - Residential and French Quarter • Commercial Mechanical Street Sweeping and Flushing Services Map



**1 sweeper and 1 flush daily** - N Rampart & Burgundy On both sides of Canal St to Esplanade Ave, Bourbon St, Royal St & Chartres St from Dumaine to Esplanade Ave and St Peters, Ursulines, Gov Nichols, Barracks and Esplanade from Decatur to N Rampart.

**1 sweeper & 2 flushes daily** - Badine, N Front St, N Peters, Clinton St, Decatur St, N Peters St, French Market Place, Dorshiere St, Chartres St, Royal St and Bourbon St from Canal to Dumaine, Exchange Pl, Bourbon St from Canal to, St Peter & St Ann from Decatur to Chartres and Pirates Alley & Pere Antone from Chartres to Royal St., Orleans from Royal to Dauphine.

Equipment: Street Sweepers - trucks must be at least 4000 gallon trucks, 4000 gallons of hot water with 20 gallons of lemon concentrate to ensure effective cleanliness

French Quarter 3x per Week		Proposed Monthly Work Schedule				
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	3
4	5 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	6	7 French Quarter Res & Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	8	9 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	10
11	12 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	13	14 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	15	16 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	17
18	19 French Quarter Res & Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	20	21 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	22	23 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	24
25	26 French Quarter Res&Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	27	28 French Quarter Res& Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	29	30 French Quarter Res&Comm  Pressure Washing Services 3x a week in service areas 1 thru 15	31

0 Streets Pressure Washed

1.	Badine
2.	N Front St
3.	Dauphine
4.	Iberville
5.	Bienville
6.	Conti St
7.	St Louis
8.	Toulouse
9.	St Peters
10.	St Ann
11.	Dumaine
12.	Orleans St
13.	Wilsonson
14.	Madison St
15.	Esplanade Ave

Boundaries

Canal to Iberville
Bienville to Conti
Canal to Dumaine
E Badine to Dauphine
Miss River I-Wall to Dauphine
Miss River I-Wall to Dauphine
Decatur to Dauphine
Decatur to Dauphine
Chartres to Dauphine
Chartres to Dauphine
Decatur to Dauphine
Royal to Dauphine
Decatur to Chartres
Decatur to Chartres
N Peters to Decatur

Frequency

Pressure Washing Services 3x/ Week

Additional Work that may be  
proposed:  
**ALL Streets are Surface Cleaned  
Throughout the ENTIRE French  
Quarter Monthly**

French Quarter Monthly Services		May 2025				
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1 French Quarter Res&Comm  Monthly Pressure Washing Services in Service areas 17, 18, & 19	2 French Quarter Res& Comm  Monthly Pressure Washing Services in Service areas 12, 20, 21, & 22	3 French Quarter Res & Comm  Monthly Pressure Washing Services in Service areas 21, 22, & 23
4 French Quarter Res&Comm  Monthly Sidewalk Surface Cleaning in Service areas 1, 2, &3	5	6	7	8 French Quarter Res & Comm  Monthly Pressure Washing Services in Service area 6	9 French Quarter Res&Comm  Monthly Pressure Washing Services in Service area 6	10
11	12	13 French Quarter Res&Comm  Monthly Pressure Washing Services in Service area 7	14 French Quarter Res&Comm  Monthly Pressure Washing Services in Service area 7	15 French Quarter Res & Comm  Monthly Pressure Washing Services in Service area 13	16 French Quarter Res & Comm  Monthly Sidewalk Surface Cleaning in Service areas 4&5	17
18	19	20	21	22 French Quarter Res&Comm  Monthly Pressure Washing Services in Service area 11	23 French Quarter Res&Comm  Monthly Pressure Washing Services in Service area 8	24
25	26	27 French Quarter Res&Comm  Monthly Pressure Washing Services in Service areas 14 & 15	28 French Quarter Res&Comm  Monthly Pressure Washing Services in Service areas 9 & 10	29	30 French Quarter Res&Comm  Monthly Pressure Washing Services in Service area 16	31

0 Streets Pressure Washed

1.	Bourbon
2.	Royal
3.	Chartres
4.	Decatur
5.	N Peters
6.	Rampart
7.	Burgundy
8.	Dauphine
9.	Bourbon
10.	Royal
11.	Chartres
12.	St Phillip
13.	Ursuline
14.	Gov Nicols
15.	Barracks
16.	Esplanade
17.	Iberville
18.	Bienville
19.	Conti
20.	Toulouse
21.	Orleans
22.	St Louis
23.	St Anne

Boundaries

Canal to Dumaine
Canal to Dumaine
Canal to Dumaine
Canal to Esplanade
Canal to Decatur
Canal to Esplanade
Canal to Esplanade
Dumaine to Esplanade
Dumaine to Esplanade
Dumaine to Esplanade
Dumaine to Esplanade
Decatur to N Rampart
Decatur to N Rampart
Decatur to N Rampart
Decatur to N Rampart
Decatur to N Rampart
N Rampart to Dauphine
N Rampart to Dauphine
N Rampart to Dauphine
N Rampart to Dauphine
N Rampart to Dauphine
N Rampart to Dauphine

Frequency

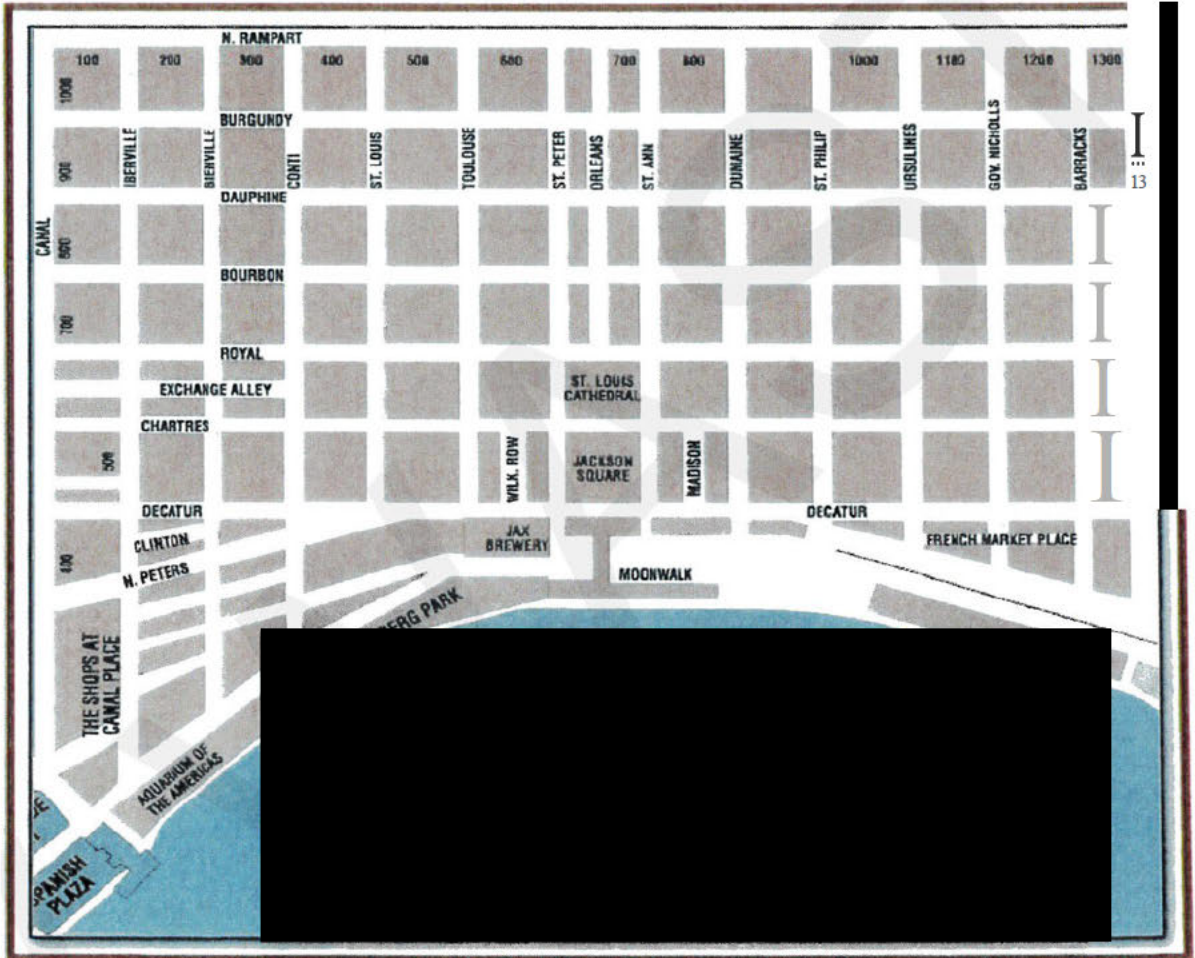
Monthly Sidewalk Surface Cleaning

Monthly Pressure Washing Services

Additional Work to be proposed:  
ALL Streets are Surface Cleaned  
Throughout the ENTIRE French  
Quarter Monthly

ROOSEVELT, WAR

## Summary of Graffiti & Sticker Removal Services



Graffiti & 8 Sticker Removal Provided Daily as Needed  
1 Supplemental Crew Provided for Events and Festivals



**ATTACHMENT B**  
**AFFIDAVIT OF CONFLICT OF INTEREST DISCLOSURE**

STATE OF \_\_\_\_\_

COUNTY/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 French Quarter Management District Solicitation No. .

3. The Respondent hereby confirms that a conflict(s) of interest (*check the applicable box*)

- ☐ does not exist
- ☐ exists
- ☐ 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, and their principals have with 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 Public (print)  
Notary ID#/Bar Roll # \_\_\_\_\_

## **ATTACHMENT C INSURANCE REQUIREMENTS**

### **INSURANCE**

A. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from FQMD as to form and content. These requirements are subject to amendment or waiver only if approved in writing by FQMD. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

#### **1. Insurance Requirements:**

a. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.

b. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence/ \$2,000,000 policy aggregate.

c. Automobile Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non- owned and hired vehicles.

d. Contractors Pollution Liability - Contractor shall maintain Contractors' Pollution Liability Insurance (or equivalent coverage) applicable to the work being performed with limits of not less than \$2,000,000 per occurrence or claim I \$2,000,000 policy aggregate, covering losses caused by pollution conditions that arise from the handling, transporting, disposal and related Contractor activities/operations. Coverage shall include but not be limited to Fines, Penalties, Punitive Damages and Clean-up Cost.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

2. Other Insurance Provisions. The insurance policies are to contain, or be

endorsed to contain the following provisions:

a. Additional Insured Status: The Contractor will provide, and maintain current, a Certificate of Insurance naming the French Quarter Management District, its officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

The Certificate of Insurance, as evidence of all required coverage, should name the French Quarter Management District Board Chair as Certificate Holder and be delivered via e-mail to [chair@fqmd.org](mailto:chair@fqmd.org).

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

b. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects FQMD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by FQMD shall be non-contributing to the Contractors coverage.

c. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims- made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

d. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against FQMD by virtue of the payment of any loss under insurance required by this agreement.

e. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the FQMD of no less than 30 days.

f. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to FQMD.

g. Upon request the Contractor will provide the FQMD the following documents, within 10 calendar days:

1. Copies of all policies of insurance, including all policies, forms, and endorsements:

2. 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.

3. Proof and confirmation that Respondent has a bond sufficient with, and equal to

the cost, of the contract and the amount of that bond.

C. Special Risks or Circumstances: FQMD shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances, based on any change in the Scope of Work and/or Contractor obligations.

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**EMERGENCY CONTRACT  
BETWEEN  
FRENCH QUARTER  
MANAGEMENT DISTRICT  
AND  
CONTRACTOR**

**FRENCH QUARTER SANITATION SERVICES**

**THIS EMERGENCY CONTRACT** (the "**Contract**") is entered into by and between the **French Quarter Management District** (the "**FQMD**") represented by its Board Chair, Jane Cooper, and Contractor, represented by INSERT (the "**Contractor**"). FQMD and the Contractor are sometimes hereinafter individually referred to as a "**Party**" or collectively referred to as the "**Parties**." The Contract is effective as of INSERT (the "**Effective Date**").

**RECITALS**

WHEREAS, during the 2025 Regular Session of the Louisiana legislature, Senate Bill 195 was passed, and Governor Jeff Landry signed the bill into law on June 20, 2025 as Act 445.

WHEREAS, Act 445 provides:

When the city of New Orleans, due to a lack of city-employed staff or a lawfully contracted vendor, cannot provide sanitation services within the French Quarter at a level reasonably commensurate with historic practices, the district may procure its own emergency contract to ensure continuation of services within its boundaries. The costs for emergency sanitation services procured pursuant to this Section shall be reimbursed by the city of New Orleans. The emergency contract procured by the district shall continue until such time as the city resumes service through its own employees or pursuant to a lawfully procured and executed contract;

WHEREAS, currently, IV Waste is providing sanitation services within the district pursuant to an emergency contract between the City and IV Waste;

WHEREAS, the City, through Mayor LaToya Cantrell, has informed IV Waste that the emergency contract will be terminated effective July 30, 2025;

WHEREAS, the City's proposed contract with Henry Consulting to perform sanitation services in the district is the subject of litigation and is currently suspended due to an appeal;

WHEREAS, FQMD, pursuant to Act 445, now seeks to procure sanitation services for the district to ensure there is no gap in services while the litigation related to sanitation services is pending;

**WHEREAS**, failure to have a contract in place to provide for continuous sanitation services in the French Quarter would result in an imminent public health emergency and economic emergency;

**WHEREAS**, FQMD issued an Emergency Request for Proposals on July 7, 2025, to ensure continuity of services upon the termination of the current Service Area 5 sanitation services contract;

**WHEREAS**, FQMD and the Contractor, each having the authority to do so, now desire to enter this Contract.

**NOW THEREFORE**, for good and valuable consideration, the Parties agree as follows:

**ARTICLE I - THE CONTRACTOR'S OBLIGATIONS**

**1.** The Contractor shall perform all services and obligations set forth in the Emergency Request for Proposals issued on July 7, 2025 (attached hereto and fully incorporated herein as **Exhibit B**);

**2.** Abide by the terms and conditions of this Contract and any other exhibits listed in **Article V**.

3. Except as otherwise noted in the Contractor's minimum insurance requirements (see "**Insurance**" attached hereto and fully incorporated herein as **Exhibit E**), at all times during this Contract or the performance of work required by this Contract, the Contractor shall maintain the necessary insurance equal to its obligations under this Contract.

## **ARTICLE II – FQMD’S OBLIGATIONS**

A. FQMD shall administer this Contract.

B. FQMD shall provide the Contractor with any documents deemed reasonably necessary for the Contractor's performance of any work required under this Contract.

C. FQMD shall provide access to relevant personnel to discuss the required services during normal working hours, as reasonably requested by the Contractor.

D. FQMD shall perform all other obligations as set forth in this Contract and any incorporated documents.

## **ARTICLE III - COMPENSATION**

A. **Rate of Compensation:** FQMD shall pay the Contractor in accordance with the "Cost(s)" as negotiated by the Parties and attached hereto and fully incorporated herein as **Exhibit C**.

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

C. 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, delivery, hauling, disposal, non-compliant materials, mileage, environmental, or minor changes within the scope of this Contract.

D. FQMD shall not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor shall not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Contract.

E. During the term of this Agreement, there will be no adjustment in the Costs due to increases or decreases in service locations, disposal quantities, recycling quantities, labor rates, fuel costs, transportation costs, changes in laws, rules, regulations, or ordinances.

F. **Ceiling/Maximum Compensation.** The Contractor agrees that the total cost for the Scope of Work provided during this Contract shall not exceed **INSERT**. The Contractor understands that they exceed this ceiling at their own risk and may not be compensated for amounts over the ceiling price without providing written justification and supporting documents for any amounts beyond the ceiling price.

G. If the City of New Orleans fails to appropriate or pay FQMD for these sanitation services as required by Act 445, FQMD may terminate this Contract for non-appropriation of funds.

#### ARTICLE IV - DURATION

A. ***Initial Term.*** The term of this Contract is from the Effective Date through **December 22, 2025**.

#### ARTICLE V - ADDITIONAL CLAUSES

A. ***Exhibits.*** The following exhibit(s) will be and is/are incorporated into this Contract:

Exhibit A – Emergency Request for  
Proposals

Exhibit B - Contractor's Proposal

Exhibit C- Negotiated Pricing

Exhibit D - Insurance

Exhibit E- Terms and Conditions

Exhibit D -The Surety's Obligations

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

**ARTICLE VI - COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Contract, but all of which, when taken together, shall constitute one and the same Contract.

**ARTICLE VII - ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Contract and any other document(s) attached to this Contract delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract. 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 Contract.

**[The remainder of this page is intentionally left blank]**

**[SIGNATURES AND EXHIBITS CONTAINED ON NEXT PAGE(S)]**

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

FRENCH QUARTER MANAGEMENT DISTRICT

BY: \_\_\_\_\_  
JANE COOPER  
BOARD CHAIR

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2025.

CONTRACTOR

BY: \_\_\_\_\_

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2025

Federal Tax ID No. \_\_\_\_\_

**EXHIBIT A**

**EMERGENCY REQUEST FOR  
PROPOSALS**

**EXHIBITB**

**CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSALS**

**EXHIBIT D**  
**PRICING NEGOTIATED BY THE PARTIES**

## TERMS AND CONDITIONS

The following additional terms and conditions are incorporated into the Contract:

### **ARTICLE VIII - DEFINITIONS**

All capitalized terms used in this Exhibit and not otherwise defined herein shall have the meanings given them in the Contract.

### **ARTICLE IX - CONTRACTOR'S OBLIGATIONS**

The Contractor is required to do the following in addition to any obligations contained in Exhibit A (Scope of Work); any other Exhibit made a part of this Contract; any applicable, RFP, RFQ, or ITB; and/or the Contractor's proposal:

- A. Submit complete and accurate invoices, maintain records, submit to audits and inspections, & maintain insurance;
- 8. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the FQMD, at no additional compensation;
- C. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
- D. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to FQMD within 30 days after the approval of the associated plan change or amendment; and
- E. 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 Contract in the absence of an executed amendment to this Contract.

### **ARTICLE X - REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to FQMD that:

- A. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Contract.
- 8. 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 Contract.
- C. 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 subcontractors in the performance of this Contract.
- D. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Contract or that could prevent, limit, or impair the Contractor's performance of this Contract.
- E. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Contract, except as otherwise disclosed to FQMD and incorporated into this Contract.
- F. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations.
- G. Any rate of compensation established for the performance of services under this Contract are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services.
- H. The Contractor has read and fully understands this Contract and is executing this Contract willingly and voluntarily.
- I. All of the representations and warranties in this Article and elsewhere in this Contract are true and correct as of the date of this Contract by the Contractor and the execution of this Contract 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.
- J. **Convicted Felon Statement.** The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
- K. **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 Contract. 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 Contract.
- L. **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 Contract, 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 Contract to termination, and may further result in the Contractor being ineligible for any public contract for a period of three 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 Contract 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 Contract for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

**M.** The Contractor acknowledges that 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 XI- TERMINATION**

**A. Termination for Convenience.** FQMD may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the termination at least 90 calendar days before the intended date of termination.

**8. Termination for Non-Appropriation.** This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and FQMD will not be liable for any amounts beyond the funds appropriated and encumbered by the City of New Orleans for this Contract.

**C. Termination for Cause.** FQMD may terminate this Contract 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 Contract or the failure of any representation or warranty in this Contract. 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.

**D. Suspension.** FQMD may suspend this Contract at any time and for any reason by giving two business day's written notice to the Contractor. The Contractor will resume work upon five business day's written notice from FQMD.

#### **ARTICLE XII- INVOICES & PAYMENT**

##### **A. Invoices.**

1. The Contractor must submit invoices monthly (unless agreed otherwise between the Parties to this Contract) to FQMD electronically, for goods or services provided under this Contract 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 may refuse to pay. At a minimum, each invoice must include the following information:

- a. Name of Contractor;
- b. Date of Invoice;
- c. Invoice Number;
- d. Description of the Services completed, tonnage transferred, and other miscellaneous line items; and

2. Invoices will be processed in accordance with this Contract.

3. 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.

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

##### **B. Payment.**

1. Unless otherwise agreed by FQMD, payment terms are NET 30 days upon the Services described under this Contract being delivered, installed (if required), rendered, and/or accepted, and upon receipt by FQMD of properly submitted invoice. FQMD will make payments to the Contractor at the rate of compensation established in this Contract based upon the Contractor's certified invoices, except

- a. 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 Contract;
- b. 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;
- c. 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 Contract; and
- d. All compensation owed to the Contractor under this Contract is contingent upon the appropriation and allocation of funds for work under this Contract by the City.
- e. 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 Contract; are beyond the scope or duration of this Contract; arise from or relate to the any change order within the scope of the Contract; 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 Contract
- f. If this Contract 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 Contract.

#### **ARTICLE XIII - RECORDS AND REPORTING**

A. 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 Contract, including, without limitation, of costs incurred through the later of three years from: (a) the completion of this Contract (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Contract. If this Contract is terminated for any reason, the Contractor will deliver to FQMD all plans and records of work compiled through the date of termination.

8. The Contractor will identify any reporting requirements, including the frequency, method and contents.

C. 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 Contract, regardless of any review by FQMD..

#### **ARTICLE XIV - AUDIT AND INSPECTION**

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

#### **ARTICLE XV - INDEMNITY**

To the fullest extent permitted by law, FQMD and the Contractor will defend, and hold each other harmless for and against any and all losses, damages, expenses, claims, demands, suits, judgments of sums of money, or other liabilities including attorneys' fees, court costs, and related costs of defense, arising from or in any way connected with: (i) claims for personal injury, death, property damage, or contractual liability that may be asserted against FQMD for the Contractor by any party(ies), which arise or allegedly arise out of action, inaction, or breach by their own employee, agent, or representative while performing the obligations of the Contract; and (ii) liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

#### **ARTICLE XVI - DECLARED DISASTER**

A. **Declargtton.** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to FQMD on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per **week**) during the declaration of an emergency.

B. . **Notification and Personnel.** Prior or during the declaration of an emergency, FQMD will notify the Contractor if FQMD requires the Contractor's support. Upon request, the Contractor will provide FQMD with contact information of personnel assigned to provide the requested support; and coordinate with FQMD to identify any personnel available to meet FQMD's needs.

C. **Purchase Order.** Once services are identified, FQMD may issue a purchase order to the Contractor. FQMD may issue a subsequent purchase order in case of additional needs for services or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that FQMD is provided with timely and accurate reports and other documentation, as requested.

#### **ARTICLE XVII - 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 Contract; 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 Contract, 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 Contract 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 XVIII - NON-DISCRIMINATION**

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, 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, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

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

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

#### **ARTICLE XIX - 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. **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(7), 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.

C. **Exclusion of Unemployment Compensation Coverage.** The Contractor, as an independent contractor, is being hired by FQMD under this Contract for hire and defined in La. R.S. 23:1472(12)(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 control or direction by FQMD over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of FQMD's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Contract prior to the date of this Contract.

D. **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 Contract.

#### ARTICLE XX - NOTICE

A. **Notice to Contractor.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Contract will be given in writing and delivered to Contractor at their address provided in this Contract via in person delivery or by certified mail, return receipt requested.

B. **Notice to FQMD.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Contract will be given in writing and delivered to FQMD in person or by certified mail, return receipt requested as follows:

INSERT

C. **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.

D. **Notification of Change.** Each party is responsible for notifying the other in writing that references this Contract of any changes in its address.

#### ARTICLE XXI - LIVING WAGES

A. **Definitions.** Unless otherwise expressly provided in this Contract, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. **Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. **Living Wage.** In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$15.56. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. **Reporting.** Upon request by FQMD, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Contract.

F. **Remedies.** If the Contractor fails to comply with the Living Wage requirements during the term of the Contract, said failure may result in termination of the Contract or the pursuit of other remedies by FQMD.

#### **ARTICLE XXII- MISCELLANEOUS PROVISIONS**

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

B. **Assignment.** This Contract 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 Contract will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. **Compliance.** The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances. Also, Contractor, and any person performing work on its behalf, will perform all work under this Contract in accordance with any applicable professional standards.

E. **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 Contract 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 Contract. FQMD will make the final determination whether the Contractor may accept the other employment.

F. **Construction of Contract.** Neither party will be deemed to have drafted this Contract. This Contract 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 Contract 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 Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of this Contract. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

G. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse FQMD or disgorge anything of value or economic benefit received from FQMD if the Contractor fails to meet its contractual obligations.

H. **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.

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

J. **No Third-Party Beneficiaries.** This Contract 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 Contract.

K. **Non-Exclusivity.** This Contract 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 Contract and FQMD may engage the services of others for the provision of some or all of the work to be performed under this Contract.

L. **Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Contract, 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.

M. **Ownership Interest Disclosure.** For any contract above \$15,000.00, the Contractor shall provide a sworn affidavit listing all persons, natural or artificial, 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 hereof, 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, 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 Contract, 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 Contract, 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 FQMD'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 Contract.** No elected official or employee of FQMD shall have a financial interest, direct or indirect, in this Contract. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of FQMD shall be deemed to be a financial interest of such elected official or employee of FQMD. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Contract 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 Contract without regard to Contractor's otherwise satisfactory performance of the Contract.

**P. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

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

**S. 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, and shall survive the expiration, suspension, or termination of this Contract and continue in full force and effect.

**T. Terms Binding.** The terms and conditions of this Contract are binding on any heirs, successors, transferees, and assigns.

**EXHIBITE**  
**INSURANCE**

**INSURANCE**

A. Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from FQMD as to form and content. These requirements are subject to amendment or waiver only if approved in writing by FQMD. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

1. Insurance Requirements:

a. Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this coverage or be registered as a "Self- Insured" entity with the State.

b. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence/ \$2,000,000 policy aggregate.

c. Automobile Business Automobile Insurance (Where applicable) with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non- owned and hired vehicles.

d. Contractors Pollution Liability - Contractor shall maintain Contractors' Pollution Liability Insurance (or equivalent coverage) applicable to the work being performed with limits of not less than \$2,000,000 per occurrence or claim I \$2,000,000 policy aggregate, covering losses caused by pollution conditions that arise from the handling, transporting, disposal and related Contractor activities/operations. Coverage shall include but not be limited to Fines, Penalties, Punitive Damages and Clean-up Cost.

Important: The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work.

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

a. Additional Insured Status: The Contractor will provide, and maintain current, a Certificate of Insurance naming the French Quarter Management District, its officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement, General liability insurance coverage can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20

10 and CG 20 37 forms if later revisions used).

The Certificate of Insurance, as evidence of all required coverage, should name the French Quarter Management District Board Chair as Certificate Holder and be delivered via e-mail to [chair@fqmd.org](mailto:chair@fqmd.org).

The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

b. Primary Coverage: For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects FQMD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by FQMD shall be non-contributing to the Contractors coverage.

c. Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims- made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

d. Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against FQMD by virtue of the payment of any loss under insurance required by this agreement.

e. Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the FQMD of no less than 30 days.

f. Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to FQMD.

g. Upon request the Contractor will provide the FQMD the following documents, within 10 calendar days:

1. Copies of all policies of insurance, including all policies, forms, and endorsements:
2. 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.
3. Proof and confirmation that Respondent has a bond sufficient with, and equal to the cost, of the contract and the amount of that bond.

C. Special Risks or Circumstances: FQMD shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances, based on any change in the Scope of Work and/or Contractor obligations.



## EXHIBIT F

### THE SURETY'S OBLIGATIONS

#### A. Performance and Payment Bonds.

NAME OF SURETY COMPANY: \_\_\_\_\_

whose principal address is \_\_\_\_\_

\_\_\_\_\_ (the "Surety")

intervenes in this Contract and binds itself as surety for:

1. The faithful performance of all work required of the Contractor by this Contract in the full sum of INSERT; and

2. The full payment by the Contractor of all payments to be made by the Contractor under this Contract the full sum of INSERT.

Each of these bonds is to be considered separate and distinct, and no payment made by the Surety under either bond shall in any way reduce the obligations of the Surety under the other.

B. Acknowledgement of Contract. The Surety represents and warrants that it has fully read and understands the terms of this Contract, including all incorporated documents.

C. Survival and Validity of Bonds. The Surety's bonds shall remain in full force and effect, and shall survive the termination of this Contract, but shall become null and void if the Contractor: (1) well and faithfully performs all and singular the obligations assumed by the Contractor in this Contract; (2) promptly pays all wages of laborers, workmen, or mechanics to be employed by the Contractor for all work done or labor performed by the Contractor or by any sub-contractors; or furnished to sub-contractors, and used in the construction, erection, alteration, performance or repairs of the work required by the Contract; (3) promptly pays for all materials or supplies furnished to the Contractor, or by any subcontractor, or to any subcontractor, for the use in machines used in the construction, erection, alteration, performance or repair of the work required by the Contract; (4) fully secures and protects FQMD, its legal successor and representatives, from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal or neglect of the Contractor to comply with all of the obligations assumed by it; and (5) promptly delivers all the work required by the Contract to FQMD, free from any and all claims, liens and expenses. The obligations of the Surety will not be affected in any way by any modifications, omissions, or additions in or to the terms of this Contract, the plans or specifications, or in the manner and mode of payment.

**D. Delivery.** The Parties agree that a manually signed copy of this Exhibit delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Exhibit. No legally binding obligation shall be created with respect to the Surety until it has delivered or caused to be delivered a manually signed copy of this Exhibit.

IN WITNESS WHEREOF, the Surety, through its duly authorized representative, executes this Contract.

\_\_\_\_\_  
**PRINT NAME OF SURETY**

**BY:** \_\_\_\_\_  
*(Surety Representative sign above)*

**PRINT NAME:** \_\_\_\_\_

**PRINT TITLE:** \_\_\_\_\_

**FEDERAL TAX I.D.:** \_\_\_\_\_

