



New Orleans Redevelopment Authority (NORA)
Request for Proposals
RFP #16-210-03
Climate Adaptation Collaborative Planning Support System
Issue Date: Friday, February 5, 2016
Due Date: Friday, February 19, 2016

The New Orleans Redevelopment Authority, in partnership with the City of New Orleans (City) and the Sewerage and Water Board of New Orleans (SWBNO) seeks proposals for software engineering services required to provide and support the delivery of an innovative climate adaptation software platform that supports stakeholder development of multiple scenarios and conceptual design for an adaptation plan. It is the intent of this Request for Proposals (RFP) to have the successful firm enter into a Professional Services Contract with NORA to supply the requested software as outlined herein.

Instructions: Respondents shall submit proposals in the following format to NORA: Attention: Kristy Chauvin, Contract Compliance Coordinator, 1409 Oretha Castle Haley Boulevard., New Orleans, LA 70113, 504-658-4400, kdchauvin@nola.gov, not later than **Friday, February 19, 2016, by 4:00 PM, (CDT):**

Five (5) hard copies of the proposal enclosed in a sealed envelope, marked “**Climate Adaptation Collaborative Planning Support System**”. [Note that NORA encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. NORA discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable].

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective offeror. All questions and requests for interpretation must be submitted in writing to Kristy Chauvin, by email to kdchauvin@nola.gov at least five (5) days before the submission due date and time. NORA will reasonably attempt to answer questions submitted in advance. All questions and answers will be posted on NORA's website at redevelop.nola.gov in the form of an addendum.

NORA will not accept responses submitted by fax. All responses **must be received** by NORA on or before the Delivery Deadline. NORA will not consider responses delivered after the deadline. NORA will not credit delivery claims not clearly documented by original receipt.



1. **Scope of Services:** Attachment A describes the needed services.
2. **Submission Information:** Responses must be submitted in accordance with Attachment B of this RFP.
3. **Evaluation and Selection:** NORA will select the successful respondent(s) according to the procedures described in Attachment C.
4. **Contracting:** NORA reserves the right to select multiple vendors to perform any and/or all of the services requested herein. If NORA identifies a likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services contract. This contract will stipulate the terms and conditions of the services to be provided and will contain the standard NORA provisions shown in Attachment D.

The contact term shall be for one year, with the option to renew in one year increments up to a total of three years. The RFP and response of the selected respondent(s) shall become part of any contract initiated by NORA.

5. **Ownership:** All responses and all documentation submitted therewith are NORA property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

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

6. **Opportunities in Employment and Contracting Requirements for Disadvantaged Businesses:** NORA seeks to extend subcontracting opportunities to NORA Registered Disadvantaged Business Enterprises (DBEs) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The offeror shall agree to comply with NORA's Board approved DBE Policy and to meet the contract goal for DBE participation in the performance of this contract.
7. **Effect:** This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. NORA may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services contract executed by NORA and the selected respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation.
8. **Additional Requirements:** NORA reserves the right to amend the instructions, requirements, general and special conditions, scope of work, and specifications of this RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be posted on NORA's website and may be provided to all potential respondents who receive the RFP. Continue to check NORA's website for any modifications to the RFP.
9. **Proprietary Information:** Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed propriety or confidential. Any material within a



proposal identified as such must be clearly marked as CONFIDENTIAL in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.

10. **Cost of Preparing Responses:** NORA shall not be liable for any costs incurred by respondents prior to entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by NORA.
11. **Errors and Omissions in Proposal:** NORA shall not be liable for any errors in responses. NORA, at its option, has the right to request clarification or additional information from the respondents.
12. **Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work in the State of Louisiana.
13. **Compliance with All Applicable Laws:** Any work completed pursuant to a response to this RFP shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana. At the time of respondent's submission of its RFP response and at all times during the performance of any work pursuant to this RFP, the respondent shall be in compliance with all applicable laws of the State of Louisiana, the United States and local ordinances, including licensure requirements.
14. **Insurance:** The selected respondent(s) will be required to provide:
 - I. **INSURANCE**
 - a. **Requirements**
 - (1) **Basic**
 - (a) The Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by the Owner shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.
 - (b) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for



employers' liability, general liability, auto liability, and umbrella liability, but are acceptable for pollution liability policies.

- (c) NORA, and its Commissioners, agents, directors, servants, employees and volunteers shall be named as an Additional Insured on the Contractor's liability insurance program.
- (d) If the Contractor's liability insurance program does not contain the standard ISO separation of insureds provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.
- (e) The Contractor shall endorse their policies (as applicable) to contain the following requirements:
 - i. Waiver of Subrogation Endorsement to include written contracts in favor of NORA, and its Commissioners, agents, directors, servants, employees and volunteers, and any other entities who may require waivers by specific contract;
 - ii. Thirty (30) days prior written notice of cancellation, non-renewal or any reduction in coverages or limits.

(2) Types and Amounts

(1) WORKERS' COMPENSATION:

- i. State Act - Louisiana Statutory Requirements; Other States coverage;
- ii. Employer's Liability coverage with a minimal acceptable limit of not less than \$1,000,000/\$1,000,000/1,000,000.

(2) GENERAL LIABILITY:

- i. Commercial General Liability Form CG 00 01, or pre-approved alternative; with a minimal acceptable limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and shall include products completed operations coverage with a minimal acceptable limit of not less than a \$2,000,000 aggregate;
- ii. Use Form CG 2010 **and** CG 2037;
- iii. Amendment – Aggregate Limits of Insurance (Per Project), the most recent in use in Louisiana or pre-approved alternative;



- iv. The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

Note: *The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.*

b. General Specifications

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

(2) General Requirements:

(a.) Qualifications of Insurers:

- i. All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296) as of the most current edition of A.M. Best's Key Rating Guide.
- ii. If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the Owner. The Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

- (b.) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of



continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership, shall also be furnished.

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



(h.) The Owner's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.



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Attachment A

SCOPE OF SERVICES

The New Orleans Redevelopment Authority (NORA), in partnership with the City of New Orleans (City) and the Sewerage and Water Board of New Orleans (SWBNO) seeks proposals for software engineering services required to provide and support the delivery of an innovative climate adaptation software platform that supports stakeholder development of multiple scenarios and conceptual design for an adaptation plan.

The platform should support collaborative design and project prioritization processes within and between city agencies and the public on green infrastructure and stormwater management projects. These goals can be found in the Resilient New Orleans Strategy (www.resilientnola.org) and the SWBNO Green Infrastructure Plan (<http://www.swbno.org/documents/environmental/greeninfrastructure/GreenInfrastructurePlan.pdf>). Users of the platform should be able to make informed decisions of the best combination of adaptation measures, and should be able to produce an adaptation plan that is tailored to local stakeholder needs. The software offered should provide a platform with the ability to undergo refinements to arrive at a fully-functional, customizable climate adaptation software program which will provide the following:

- A comprehensive range of blue, green and grey infrastructure, stormwater management and climate adaptation measures and strategies
- Customizable evaluation criteria, including differing criteria for each user type
- Ranking of green infrastructure and stormwater management measures according to their appropriateness and applicability to the selected parcel(s)
- Information on the performance of measures with respect to flooding, specific to the project area
- An estimate of the effectiveness of each measure in a given project area. Thus, taking into consideration land use conditions, adaptation targets and local preferences
- Identify the number, extent, and location of sites to retrofit any selected measures
- Quantification of key metrics for blue, green and grey stormwater management measures that include, but are not limited to:
 - Stormwater retention capacity



- Estimated peak flow reduction
- Groundwater recharge/infiltration
- Water quality effects
- Construction costs
- Maintenance costs
- Vendor shall provide technical support and maintenance services associated with the software as needed.
- Software shall be updated with current versions for no additional cost.

The software platform should be as follows:

1. Open source with tiered levels of access so that it can be used by multiple parties without requiring licenses
2. Incorporate region-specific climate and climate change data that can be updated over the course of time when new data becomes available
3. Be capable of being customized, maintained and improved by City/SWBNO staff once the product has been formally launched (with additional data sets as they become available, etc.)
4. Include a customizable user interface
5. Be able to provide aggregated data and impact projections on the metrics listed above for selected projects and adaptation plans
6. Be able to provide cost projections on selected projects
7. Interface with the City's existing integrated SWMM/Hydraulic & Hydrologic models in the form of an input file or similar



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Attachment B

SUBMISSION INFORMATION

Cover Letter

Provide a cover letter that includes a description of the business, including years in business with a description of your firm including size of firm, number of staff, office location(s), location from which services will be provided and range of professional services offered.

The letter must include the project's point of contact, including the name, physical and email address, and telephone number of the individual or firm. If a firm, the name and title of the individual authorized to negotiate contract terms and make binding commitments shall also be included.

This section **MUST** contain the following statement signed by the applicant or its authorized representative,

“By responding to this RFP, respondent agrees to NORA’s Required Contract Provisions as provided in Attachment D and therefore waives any future right to contest the required provisions.”

Company Background

Provide information about any firm involved with this proposal including the specific expertise of the engineering and software vendor, implementation vendor, and/or any third party vendors so that NORA can evaluate the proposer’s stability and ability to support the commitments set forth in response to the RFP. NORA, at its discretion, may require a proposer to provide additional support or clarify requested information.

Relevant Experience

Describe your firm’s pertinent engineering and software experience, highlighting any and all experience relative to climate adaptation platforms.

Provide a list of three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.



Staff Qualifications

The firm should provide detailed information about the experience and qualifications of the firm's assigned personnel considered key to the success of the project. Resumes should be provided for all key staff assigned to the program. This information should also include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, email address and telephone number) should be provided for the cited projects in the individual resumes.

Proposed Software and Computing Environment

Present, in detail, features and capabilities of the proposed software platform.

Software – Please indicate how the proposed engineering and the software addresses all the functional and technical requirements of the RFP, including but not limited to, the interfacing of the requisite data points and ability of said software to provide the items outlined in Attachment A. Please describe workflow tools included in the software. Describe reporting tools that are proposed. Indicate whether the system provides any integration to Microsoft office products (upload/download from/to Excel, integration with Microsoft Outlook, etc.)?

Implementation Plan - Provide a detailed methodology for implementation. Methodology shall include estimated timeframe, overview of deliverables, assumptions, and assumed responsibilities.

Training Plan - Provide an overview of the proposed training plan/strategy and technical assistancespecifying how and when training is to be delivered for both on-site, off-site training, web training services for the core project team, end users, and technology personnel. Describe the role of NORA and proposer staff for training including the design and implementation of the training plan, development of training materials, and level of assistance with training.

Maintenance and Support Plan - Please specify the nature of post-implementation and on-going software support and updates provided by the vendor.

Cost Proposal

Proposers shall submit a detailed cost proposal to include all fees associated with the provision of the requested software platform, including, but not limited to: software costs (including license fees), professional services (including implementation, conversion and customization fees), travel, training, maintenance and support costs, etc.

NOTE: Proposed fees shall be valid for a minimum of 60 days upon receipt.



Disadvantaged Business Enterprise (DBE) Information

NORA seeks to extend subcontracting opportunities to NORA Registered Disadvantaged Business Enterprises (DBE's) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The offeror/bidder shall agree to use its best efforts, as determined by the Compliance Director, in accordance with the factors set forth in NORA's DBE goals, to meet the contract goal for DBE participation in the performance of this contract.

All firms shall complete and submit the DBE Participation Form (Attachment G) and address the following:

- a. The names and addresses of all DBE firms that will participate in the contract;
- b. The commitment of the participation of each DBE firm participating in the contract on a basis of the percentage of the total dollar value of the contract;
- c. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and
- d. If the contract goal is not met, evidence of best efforts.

Insurance

The proposer shall provide evidence of insurance coverage and minimum required limits by completing and submitting Attachment E, Certificate of Insurance Coverage, as a part of their proposal.

Conflict of Interest Disclosure

The proposer shall disclose any direct or indirect, current or future, conflicts of interest between themselves and NORA and their respective employees in the attached Conflict of Interest Disclosure Affidavit (Attachment F). If questions arise about potential conflicts of interests, please contact NORA prior to submitting proposal.



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Attachment C

EVALUATION AND SELECTION

NORA will apply the following selection criteria and weighting factors to evaluate submissions:

- | | |
|-----|---|
| 20% | <i>Relevant Experience: Specialized experience and technical competence directly related to proposed services;</i> |
| 15% | <i>Staff Qualifications: Qualifications of staff assigned to project, performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;</i> |
| 35% | <i>Proposed Engineering and Software: The degree to which the proposed engineering services and software meets the technical and functional requirements of the RFP;</i> |
| 20% | <i>Cost Proposal: The degree to which the fees proposed are determined to be fair and reasonable for completing all project tasks;</i> |
| 10% | <i>DBE: The degree to which the Proposer's response meets or exceeds NORA's Board approved Disadvantaged Business Enterprise (DBE) Policy Goals.</i> |

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (short list), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms included in the competitive range only, and will be the basis for ultimate contract award. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion are shown above. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.



Stage II of the evaluation process may entail interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of NORA's requirements with respect to this RFP, promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms.

NORA will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous, price and other technical factors specified herein considered. NORA reserves the right to make contract award without negotiations, and to make no award or decline to enter into negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. NORA further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process. NORA may exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process. Any contract award will be based on initial proposals received.



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Attachment D

REQUIRED CONTRACT PROVISIONS

NORA will require that its contract for services contain certain required provisions, including, but not limited to the following, which may be revised as deemed appropriate by NORA:

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of NORA.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of NORA, and in recognition of the Contractor's responsibility to NORA, the Contractor agrees to decline any offer of employment if its independent work on behalf of NORA is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify NORA and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of NORA. Final decision on any disputed offers of other employment for the Contractor shall rest with NORA.
4. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and save NORA harmless against any and all claims, demands, suits, judgments of sums of



money to any party accruing against NORA for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold NORA harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the NORA shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of NORA for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by NORA under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:
 - a. Contractor has been and will be free from any control or direction by NORA over the performance of the services covered by this contract; and
 - b. Services to be performed by Contractor are outside the normal course and scope of NORA's usual business; and
 - c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of NORA for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the NORA.

8. JURISDICTION & CHOICE OF LAW: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of law's provisions.



9. **TERM:** The contract period for the successful agent/firm will be one year from date of award. The contract may be renewed for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the agent/firm and NORA. Alternate contract periods may be considered.
10. **APPROPRIATION AND/ OR EXTENSION:** This agreement may be extended at the option of NORA, provided that funds are allocated by the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by NORA on an annual basis for no longer than five one year periods.
11. **SOLICITATION:** The Contractor attests that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.
12. **CANCELLATION:** Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event NORA elects to terminate for convenience, NORA shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.
13. **AUDIT AND OTHER OVERSIGHT:** It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

NORA and/or its designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.

The Contractor shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request to NORA, through its employees, agents' representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for NORA.



14. SUBCONTRACTS: NORA may require information regarding ownership interests in the subcontractor prior to approval of the sub-Contractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

15. COMMUNITY DEVELOPMENT BLOCK GRANT COMPLIANCE: The services described in this Agreement may be paid for by federal Community Development Block Grant disaster funds. Projects carried out using these funds must incorporate certain CBDG compliance provisions for professional services contracts. Those required provisions are appended to this Agreement as Attachment "E" and are incorporated herein by reference



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Climate Adaptation Collaborative Planning Support System
Issue Date: Friday, February 5, 2016
Due Date: Friday, February 19, 2016

Attachment E

CERTIFICATE OF INSURANCE COVERAGE

**Application Submitted By
(Name of Firm):** _____

Name of Surety Company: _____

Name of Surety Agent: _____

Surety Agent's Phone: _____

The below signed hereby certifies the following information to be true and correct.

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/ \$1,00,000 Occurrence; \$2,000,000 Aggregate			
Employers Liability: Contractor shall obtain a minimum of \$1,000,000. Occurrence/\$1,000,000. General aggregate/\$1,000,000. Products-Completed Operations Aggregate (including contractual).			

Check the appropriate box(es) below:

- Limits on above policy will be increased
- Above policy now in effect
- Policy will be obtained before contract signed

The following additional clauses shall be considered a part of the above policy(s), the same as if



specifically written therein, as pertains to the above stated contract.

1. The Executive Director and New Orleans Redevelopment Authority (NORA) are hereby named as Additional Insured.
2. The Policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to NORA.
3. The insurance company is prohibited from pleading government function in the absence of any specified written authority from NORA.

4. The Policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera, which are normally covered while performing work under the above contract, whether specifically written therein or not.

NORA is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. NORA bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to NORA. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

Authorized Agent's Signature

Date



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Attachment F

**NEW ORLEANS REDEVELOPMENT AUTHORITY
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

**STATE OF LOUISIANA
PARISH OF _____**

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

1. He/She is the _____ and authorized representative of _____
_____, hereafter called "Respondent."

2. The Respondent submits the attached RFP Response in response to the (insert name of solicitation).

3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with NORA Commissioners, officers and employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____,

20____.

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



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Attachment G

DBE PARTICIPATION FORM

Complete the following and submit with your proposal to confirm your level of DBE participation.

Please check the appropriate space:

_____ The bidder/offerer is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder/offerer, if unable to meet the DBE goal of _____%, is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of Bidder/Offerer Firm:

Telephone: _____ Fax: _____ E-Mail: _____

By: _____,
_____/_____/_____

(Signature) (Title) (Date)

The bidder/offerer is committed to utilizing DBE participation on the project in the following manner.

Please check the appropriate space:

_____ The bidder/offerer is committed to utilizing the DBE firm named below for the *Scope of Work* as described. The estimated dollar value of the scope of work is \$ _____ or _____% of the total dollar value of the contract.

_____ The bidder/offerer is committed to utilizing the DBE firm named below for the *Scope of Work* as described. The estimated dollar value of the scope of work is \$ _____ or _____% of the total dollar value of the contract.

Name of DBE Firm:



DBE Firm Owner or Contact:

Telephone: _____ Fax: _____ Email: _____

DBE TYPE: _____ SLDBE CERTIFIED; _____ DOTD/LAUCP

CERTIFIED; _____ OTHER _____

_____ SCOPE OF WORK ATTACHED. Proposed DBE % _____

SCOPE OF WORK: Describe the work to be performed by the DBE firm.
