

City of New Orleans, Louisiana
Office of Recovery and Development Administration
Request for Proposals
RFP No. 7207-00733
Citizen Capacity Building Program
June 09, 2009

Request for Proposals: The City of New Orleans desires to obtain a Citizen Capacity Building Program that will provide support for Community Advisory Activities, a Neighborhood Organizing Manual and Neighborhood Leadership Training. As provided below, and incident to City Charter Section 6-308(5) and Executive Order CRN 09-01, it requests proposals from experienced firms to provide the needed services.

Instructions: Applicants shall submit the following to the *Office of Recovery and Development Administration* directed Attention: *Kristy Palumbo, Special Assistant, 1340 Poydras St., Suite 1000, New Orleans, LA 70112, Email: klpalumbo@cityofno.com*, not later than *4:30 p.m.(CST)* on **June 29, 2009**.

- a) **One (1)** electronic copy in Microsoft Word format or as a PDF file, sent to Kristy Palumbo at the address listed above, labeled "***Citizen Capacity Building Program***".
- b) **Three (3)** hard copies of the proposal enclosed in a sealed envelope, sent/hand delivered to Kristy Palumbo at the address listed above, labeled "***Citizen Capacity Building Program***".

Proposals should clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. The City will reasonably attempt to answer questions submitted in advance. Copies of the solicitation and related information are available from the City's purchasing website at <http://www.purchasing.cityofno.com/bsa/login.jsp>.

The City will not accept proposals submitted by fax. All proposals **must be received** by the City on or before the Delivery Deadline via registered US Mail or Hand Delivered with time stamp before the closing deadline. The City will not accept proposals delivered after the deadline. The City will not credit delivery claims not clearly documented by original receipt. The respondents shall submit a completed Tax Clearance Certificate with the proposal (see Attachment "D").

If the City identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract generally according to CAO Policy Memorandum 8R. The contract will contain the standard City provisions shown in Attachment "B" and the "Disadvantaged Business Enterprise" ("DBE") provisions shown in Attachment "C."

Proposals MUST contain the following statement signed by the applicant or its authorized representative, **“By responding to this RFP, respondent agrees to the City’s Required Contract Provisions as provided in Attachment “B” and therefore waives any future right to contest the required provisions.”**

1. DBE Program Compliance: Proposals MUST contain the following statement signed by the applicant or its authorized representative, **“The Bidder agrees to use its Best Efforts to fully comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation.”**

The requirements of the City’s DBE Program apply to this solicitation. It is policy of the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation must submit with proposals a statement as to how they intend to meet this requirement. Award of this solicitation shall not be considered unless the respondent indicates how they will satisfy the requirements of the DBE Program. A DBE contract goal of 35 percent has been established for this solicitation. The respondent shall agree to use its best efforts, as determined by the DBE Compliance Officer to assure that all respondents comply with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this solicitation.

The following information must be contained with supporting documentation as outlined in Attachment “E” in the respondent’s proposal.

- i. The names and addresses of all DBE firms that will participate in the contract;
- ii. The dollar amount commitment of the participation of each DBE firm participating in the contract;
- iii. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (i) and (ii) above; and
- iv. If the contract goal is not met, evidence of best efforts.

The City participates in the State and Local Disadvantaged Business Enterprise Program (“SLDBE”) which also includes the Sewerage & Water Board (“S&WB”) and New Orleans Aviation Board (“NOAB”). These agencies have agreed to grant one another reciprocity with respect to the businesses certified as DBEs.

The respondent must select a DBE(s) from one of the following lists to be compliant with the City’s DBE contract goal: www.cityofno.com, www.swbno.org and www.flymsy.com. If respondent selects a DBE(s) from any of the above lists, it can be safely assumed that the business is certified with all three agencies.

Please direct all questions related to DBE compliance prior to submission of the proposal to Alvin Porter, Office of Supplier Diversity, 1300 Perdido Street, Room: 9E06, New Orleans, LA 70112, telephone: 658-4235, email: apporter@cityofno.com.

2. Services Needed: Attachment “A” describes the needed services.

3. Selection: The City will select an applicant generally according to the procedures described in Executive Order CRN 09-01 and Chief Administrative Officer (“CAO”) Policy Memorandum 8R. The City will apply the following selection criteria and weighting factors to evaluate proposals:

- (30%) Specialized experience and technical competence;
- (25%) Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;
- (15%) Maintenance of an office, residence or domicile in Orleans Parish.. Preference or first consideration will be given to respondents who maintain an office, residence or domicile in any of the parishes which comprise the Regional Planning Commission (St. Bernard, Plaquemines, Jefferson and St. Tammany);
- (20 %) Willingness to promote full and equal business opportunities in accordance with the City’s Disadvantage Business Enterprise Program.
- (10%) Cost.

4. Ownership: All proposals and all documentation submitted therewith are City property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of submissions.

5. Fees and Costs: Lump sum amounts shall be awarded for each of the three (3) primary services as stated in Attachment “A”. Note: The city of New Orleans reserves the right to select a single contractor to perform all services needed or the city may select more than one contractor, with each contractor assigned a specific service or combination thereof from the list of services noted in Attachment “A”.

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

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Attachment "A"

The Office of Recovery and Development Administration Division of Community Services is requesting a firm or firms to create a participatory public engagement program to increase the capacity of New Orleans residents to live, work and play in their neighborhoods and community at large. Firms may provide proposals to complete one or all of the following services.

1. Creation of a Neighborhood Organization Manual -

ORDA will hire an external researcher and writer to work with the Community Services Division staff to author a Neighborhood Organization Manual. This manual will outline information on creating and running a neighborhood organization, participatory methods to create and sustain engagement of residents and using stories of New Orleans' neighborhoods to illustrate best practices. There will be a special emphasis on recovery, safety and environmental issues. It will be published and disseminated via ORDA website, with 1,000 copies to neighborhood and community organizations. This activity should be completed within 90 days of contract commencement.

2. Design, Development and Management of Neighborhood Leadership Training Institute -

ORDA is requesting proposals from qualified providers, including community based organizations to provide a series of neighborhood leadership training sessions in New Orleans. ORDA will require the selected firm, individual or organization to design the curriculum, outreach plan, and recruitment programs for participation in a Neighborhood Leadership Training Institute. Awardees will also be responsible for conducting training and outreach sessions, producing training materials and providing videotaping for a resource library. The anticipated completion time for these activities is six (6) months from contract commencement. Note: The Neighborhood Leadership Training Institute shall include two (2) separate modules; see below 2(a) and 2(b).

2(a). Capacity College: Training offered to neighborhood and community organizations, through ongoing individual workshops. Topics may include issues that deal with conflict resolution skills, understanding recovery, how to work with developers and City Hall, neighborhood best practices, and what it means to be a leader. The expertise of highly organized neighborhoods will be utilized to assist less organized groups emphasizing structure. The Neighborhood Organizing Manual and Guide to City Hall will play an intricate part in the Capacity College activities.

2(b). Formulation of a Facilitation Corps: Training will be offered to up to 130 persons (Approximately 6-10 persons within each of the 13 city planning districts) in basic and advanced concepts of meeting facilitation and participatory processes. These individuals will earn a certificate of merit and will form a corps which will become

available to provide basic facilitation for neighborhood meetings and participate in citywide and district meetings held by the City of New Orleans in its effort to create new zoning ordinances.

3. *Creation of a Community Advisory Group*: ORDA seeks to create ongoing engagement with a Community Advisory Group, based on the model of the Planning District Leadership Coalitions which were formed during the Unified New Orleans Plan (UNOP) process, but became dormant because no ongoing role for them was formulated. The Community Services Division will hold 3 interactive meetings with neighborhood representatives (approximately 10 citizens from each of the 13 city planning districts) to share information about recovery as well as get input on projects and policy. The neighborhood representatives will be invited to form a structure comprised of a number of advisory committees to bring neighborhood expertise to community projects and assist in formulating policy. This activity should be completed within 90 days of contract commencement.

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Attachment "B"

REQUIRED CONTRACT PROVISIONS

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 the City of New Orleans.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City 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 the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City Attorney.
4. **INDEMNIFICATION:** The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City 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 the City 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 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City 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 the City 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 the City 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 the City'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 the City 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 City of New Orleans.

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 laws provisions.

9. DURATION: This Agreement shall commence on the Effective Date and shall continue for a period of twelve months, ending on **July 30, 2010**. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

10. APPROPRIATION AND/ OR EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. SOLICITATION: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The

Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

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 City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.

13. AUDIT AND OTHER OVERSIGHT: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

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Attachment "C"

REQUIRED CONTRACT DBE PROVISIONS

"DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program."

"DBE Compliance Reporting. Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

- i. The name and business address of each DBE involved in the contract;
- ii. A description of the work performed and/or the product or service supplied by each DBE;
- iii. The date and amount of each expenditure made to a DBE; and
- iv. Such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the contract."

"Access to Books and Records. Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program."

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Attachment "D"

TAX CLEARANCE CERTIFICATE

See attachment

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction on the back of this form

Bid/RFP No.: _____ Contracting Department: _____

TYPE OF BUSINESS:

BUSINESS NAME: _____

OWNER'S NAME: _____

BUSINESS ADDRESS: _____

MAILING ADDRESS: _____

CONTACT TELEPHONE: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

REAL ESTATE TAX NUMBER:

PERSONAL PROPERTY TAX NUMBER:

SALES TAX/OCCUPATIONAL LICENSE
NUMBER:

PRINT NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

DATE SIGNED: _____

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

BUREAU OF TREASURY (Room 1W37)

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

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

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

DIRECTOR OF FINANCE

DATE

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

INSTRUCTIONS

1. To complete this form, provide all of the information requested. Failure to fill in ALL information requested will delay processing. If the form is not signed and dated, the form will not be processed.
2. Complete, sign and date the authorization form and submit in any of the following ways:
 - a. In person or by mail to: City Hall, Department of Finance, 1300 Perdido Street, Room 4W07, New Orleans, LA 70112
 - b. Via Facsimile (Fax): (504) 658-1570
3. This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information.
4. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.
5. A separate Tax Clearance Authorization is required for each contract.
6. If you need additional information regarding this authorization, please call the Department of Finance at (504) 658-1550, or e-mail purchasing@cityofno.com
7. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans. It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

Real Estate/Personal Property Tax

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

Sales Tax/Occupational License

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

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Attachment "E"

FORM DBE-1 and EVIDENCE OF BEST EFFORTS

See attachment

FORM DBE-1
DISADVANTAGED BUSINESS ENTERPRISE (DBE) RESPONSIVENESS FORM
This form should be completed by respondents within the time specified in the Invitation to Bid or RFP.

The undersigned bidder/ respondent has satisfied the requirements of the bid specification or RFP in the following manner (please check the appropriate space):

- The bidder/ respondent is committed to a minimum of _____ % DBE utilization on this contract.
 The bidder/ respondent (in unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and will submit documentation demonstrating best efforts.

Name of bidder/respondent's firm: _____

State Registration Number: _____

By: _____
(Signature) (Title)

Name of DBE firm: _____

Address: _____

City: _____ State _____ Zip Code: _____

Telephone: _____

Description of work to be performed by DBE firm: _____

The bidder/respondent is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ 6,000,000.00

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)