

CITY OF NEW ORLEANS



REQUEST FOR PROPOSALS

FOR

**ADVANCED BROADBAND AND SMART CITY
SYSTEMS**

RFP NO. 1193

RELEASE DATE: 4/16/2021

SUBMISSION DEADLINE: 5/17/2021

KEY REMINDERS TO PROSPECTIVE RESPONDENTS

1. **READ THE SOLICITATION IN ITS ENTIRETY.**

2. **CONTACT THE DESIGNATED PURCHASING OFFICIAL ONLY.**

3. **CHECK THE SUPPLIER PORTAL PERIODICALLY.**

4. **TAKE ADVANTAGE OF THE QUESTION AND ANSWER PERIOD.**

5. **PROVIDE COMPLETE ANSWERS AND DESCRIPTIONS.**

6. **REVIEW THE RFP AND YOUR PROPOSALS BEFORE SUBMITTING.**

7. **SUBMIT YOUR PROPOSAL ON TIME.**

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SECTION 1 – DEFINITIONS

“*BRASS*” means Budget, Requisition, and Accounting Services System.”

“*City*” means the City of New Orleans.

“*Close Event*” means the date and time at which BRASS prohibits Respondents from submitting a response to the solicitation.

“*DBE*” means Disadvantage Business Enterprise.

“*Event*” means the solicitation (RFQ, RFP, ITB, ITQ) that the Bureau of Purchasing created to release it on the Supplier Portal of BRASS.

“*FEMA*” means the Federal Emergency Management Agency.

“*HUD*” means the U.S. Department of Housing and Urban Development.

“*OSD*” means the City’s Office of Supplier Diversity.

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

“*Purchasing Conference Room*” means the room adjacent to the Bureau of Purchasing located on the 4th floor of City Hall at 1300 Perdido Street, New Orleans, Louisiana 70112.

“*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.

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

SECTION 2 – OVERVIEW

2.1 Introduction

The Office of Information Technology and Innovation facilitates effective, cost efficient use of technology by spearheading the assessment and deployment of technology based business management solutions, and service delivery strategies.

The Office of Information Technology and Innovation strives to maximize the City’s IT value by providing a stable technology and network infrastructure, drive innovation and performance improvement to enhance the delivery of all City services and increase the availability of information to improve decision making for City employees as well as for the citizens of New Orleans.

2.2 Background

New Orleans’ critical infrastructure is essential to the smooth functioning of the city economy. Inequitable access to digital infrastructure restricts economic mobility while the lack of smart city technology impairs citizen services. To meet the needs of a growing city, we are encouraging the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access. Furthermore, the City seeks Smart City applications such as smart street lighting, traffic

management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that will improve services, reduce costs, generate new revenue and foster innovation and economic development.

2.3 Purpose

The purpose of this RFP is to seek a vendor to develop and implement a comprehensive smart city infrastructure to improve city services, reduce costs to the city, and increase digital equity for residents and businesses

2.4 Statement of Needs

Refer to Attachment "A"

2.5 Performance Evaluation

The City will memorialize performance evaluation criteria in the executed contract.

SECTION 3 - DBE

3.1. In General

The requirements of the City's DBE Program apply to the RFP.

See section of the RFP on Attachments for more information and the applicable form(s).

3.2. DBE Goal

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

3.4. DBE Interest

The Bureau of Purchasing and OSD seek to offer the opportunity to DBE and SLDDBE, 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.

DBE and other certified diversity entities must complete a questionnaire to express their interest. Follow the below link to submit your interest:

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUQlo4WkhHWE5YQ1ICQjZHUUZBOEhMMzg1UC4u>

If a pre-submittal conference is scheduled, OSD will present the results of the questionnaire for the RFP during the conference.

IMPORTANT: Submit your interest on or before the deadline identified under Section 4.1. Otherwise, OSD will not be able to present it during the pre-submittal conference.

The Bureau of Purchasing will post said results via an addendum to the RFP following the said conference or, in the absence of a conference, several days after the deadline identified under Section 4.1.

3.5 DBE Opportunities

The City expects Respondents to ensure that every effort is made to meet DBE utilization goals.

OSD offers the opportunity to Respondents to submit subcontracting opportunities on its DBE Opportunities Page. Said page can be found at:

- [Economic Development - Supplier Diversity - Opportunities - City of New Orleans \(nola.gov\)](http://nola.gov)

3.6 Point of Contact

Respondents shall direct questions related to DBE compliance prior to the Submission Deadline to:

- By email: Supplierdiversity@nola.gov
- By telephone: 504-658-4220
- In writing or in-person: Office of Supplier Diversity
1340 Poydras Street, 10th Floor,
New Orleans, LA 70112

SECTION 4 – ANTICIPATED TIMETABLE

4.1. Dates

Release/Open Event (Cone of Silence Begins)	4/16/2021
Deadline for DBE Interest	4/21/2021 at 5:00 PM CST
Pre-Submittal Conference	4/26/2021 at 2:00 PM CST
Deadline for Submitting Questions	5/3/2021 at 12:00 PM CST
Submission Deadline/Close Event	5/17/2021 at 12:00 PM CST
Evaluation by Selection Committee	On or about 5/24/2021
Notification	Within 1 to 2 business days from the date of the evaluation

4.2. Meetings

The pre-submittal conference meeting and the selection committee meeting are public meetings. The Bureau of Purchasing encourages Respondents to attend said meetings.

4.3. City Calendar

The Bureau of Purchasing posts the dates and times of the public meetings connected to the RFP on the calendar of the City.

The Bureau of Purchasing encourages Respondents to subscribe to the calendar.

The City calendar can be found at:

- [Calendar - City of New Orleans \(nola.gov\)](http://nola.gov) .

4.4. Pre-Submittal Conference

The Bureau of Purchasing holds pre-submittal conferences either in the Purchasing Conference Room or via a teleconference call to the extent permitted by law.

In accordance with the applicable declaration of emergency issued by the Governor for the State of Louisiana at the time of the issuance of this RFP, prospective respondents must use the following information to attend the pre-submittal conference scheduled as a teleconference call:

- Telephone Number: 504-658-7001

- Meeting Number: 991 497 619

4.5. Selection Committee Meeting

The Bureau of Purchasing makes every effort to maintain the above date of the selection committee meeting.

However, from time to time, the Bureau of Purchasing 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.

4.6. Questions

Respondents must submit substantive questions to the Designated Purchasing Official either by email (klwells@nola.gov) no later than the deadline set forth in Section 4.1.

The Bureau of Purchasing encourages Respondents to use BRASS for the submission of your question(s).

If submitted by email, 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.

4.7. 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 the City's staff, the Mayor and staff, council members and staff, members of the selection committee members and elected officials.

The Bureau of Purchasing 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 city employee or elected official 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:

- Opens the timely submitted proposals, and then
- Reviews and determines if the respondent completed and submitted the required forms.

Prospective respondents are invited to read Section 8.7 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 – Composition

The Chief Procurement Officer must establish selection committees with relevant subject-matter expertise in reviewing and evaluating responses to the RFP.

As per the applicable executive order, the selection committee will consist of the following individuals:

- The Chief Administrative Officer, or designee,
- The Chief Financial Officer, or designee,
- The manager of the User Entity requesting the service, or designee,
- The employee who will manage and monitor the contract, and
- A professional from within local government who possesses expertise in the relevant field.

5.3. Selection Committee – Grading

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

5.4. Selection Committee – Non-Voting Member

The Selection Committee, through a majority vote, may add one non-voting member to the committee who has expertise in the relevant field.

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 the City, and
- Request interviews/presentations with any, some or all respondents to clarify any questions or considerations based on the information included in submission.

6.2. Technical Criteria for the RFP

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

1. Adequacy of Solutions and Soundness of Approach 0 – 50 Points

Overall, the proposal addresses key requirements for the City of New Orleans, including establishing a broadband City infrastructure (fiber and private 5G) and smart services through a secure, reliable, and financially sustainable plan.

2. Digital Inclusion Proposal 0 – 15 Points

The proposal includes data driven and locally relevant approach to outreach and adoption of digital literacy services to residents where needed, equitable deployment of infrastructure across different income areas of the city, and sufficient bandwidth/capacity to support the smart applications and make the most effective use of the technology.

3. Capabilities of Organization and Personnel 0 – 10 Points

Proposal details the organization(s)' financial viability and professional capacity to deliver smart city solutions.

4. Implementation Plan 0 – 10 Points

Proposal includes tasks, timelines and revenue plan to deliver project within the defined timeframe.

5. DBE 0 – 15 Points

POINTS	DESCRIPTION	POINT AWARD	AWARDING GUIDELINES
3pts may be awarded	DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.	3pts	<ul style="list-style-type: none"> Meets or exceeds the stated contract DBE goal or demonstrates why and how the respondent can only achieve a lower DBE goal
		2pts	<ul style="list-style-type: none"> States they will meet a lower contract goal without demonstrating why or how
		1pts	<ul style="list-style-type: none"> No commitment - 0%, but demonstrates why & how DBE participation is not achievable
		0pts	<ul style="list-style-type: none"> No commitment -0% without explanation

6pts may be awarded	Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.	+2pts +1pts +2pts +1pts	<ul style="list-style-type: none"> • Prime has identified scopes of work to be performed by DBE firm(s) to be used that represent a Commercially Useful Function • Prime has clearly identified DBE firm(s) and their scopes of work • The DBE has contributed directly to the Proposal (Resumes, Experience Portfolio, etc.) • Prime has identified ways to support the DBE (e.g.: Mentor-protégé relationship, bonding, early payments, etc.)
6pts is default award; points may be deducted	Past Performance Issues: Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.	Up to 6 points may be deducted	Points shall be deducted for the following reasons: <ul style="list-style-type: none"> • Prime has a history of not meeting their committed DBE goal • Prime has history of switching DBEs or reduces work committed to DBEs • Prime is inconsistent with reporting requirements of the DBE policy • Prime does not cooperate with OSD on-site monitoring • Prime has history of not paying their DBE subs in a timely manner • Prime has a history of insufficient GFES

SECTION 7 – NOTIFICATION AND CONTRACT

7.1. Notification

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

The Designated Purchasing Official will also award the event in BRASS which only represents an administrative function.

The intent to award letter will contain the name and contact information of the representative of the department 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. Composite Scoring Sheet

In addition to the notification, the Designated Purchasing Official will:

- Print and display a hard copy of the composite scoring sheet outside of the Bureau of Purchasing at City Hall, and

- Post an electronic copy of the sheet on the website of the Bureau of Purchasing under “RFP/RFQ Composite Scoring Sheets.”

The Bureau of Purchasing keeps a sheet available for public view for 30 days from the date of the selection committee meeting.

After 30 days, any interested party must submit a request for public records to the City’s Attorney Office to obtain a copy of the tabulation.

Submit your request at <https://www.nola.gov/city-attorney/public-records-requests/> .

7.3. Negotiation and Execution of Contract

After the issuance of the intent to award letter, the City may negotiate the final contract with the selected respondent.

Irrespective of the occurrence of contractual negotiations or not, the selected respondent must provide the representative of the department responsible for administering the future contract with required documentation (examples: tax clearance form, proof of signing authority, proof of good standing with the State of Louisiana, etc.).

The City Attorney’s Office is responsible for presenting the successful respondent with a proposed written contract to execute.

Once executed by the City, the department responsible for the administration of the contract can authorize the beginning of the services.

The City will publish a copy of the fully executed contract on the City’s Supplier Portal.

7.4. Contract Administration

The executed contract with the selected firm identifies the department responsible for administering it.

Said department will be notably responsible for monitoring the performance of the contractor.

7.5. Contract Amendment and/or Time Extension

7.5.1. 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.

7.5.2. 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 the following document:

- Technical Proposal

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

See Section 8.3 for their respective contents.

Respondents can 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).

Respondent must obtain written approval from the said official prior to submitting the response via an alternative method.

The City will not accept qualifications submitted by fax.

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: Ms. Kai Wells
- Email address: klwells@nola.gov
- Office Telephone Number: 504-658-1556
- For in-person or mailing: Attn: Ms. Kai Wells
City of New Orleans
Bureau of Purchasing
1300 Perdido Street, Suite 4W07,
New Orleans, Louisiana 70112.

8.3. Contents

The City 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. Technical Proposal. 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 - Consultant’s Profile and Submittal Letter
 - Submittal Letter signed by and 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 - Adequacy of Solutions and Soundness of Approach Qualifications
 - Does the solution establish a City Institutional Fiber Network with connectivity to 430 City of New Orleans and Sewerage and Water Board Sites? (Section 8A)
 - Does the solution establish a 350 square mile City-Wide private 5G network? (Section 8B)
 - Does the solution establish a consolidated Smart City service plan including Smart Kiosks, Smart Lighting, Intelligent Traffic, Smart Metering, Water level sensing, and Smart Mobility? (Section 8C)
 - i. Does the solution have an open API for simple integration of CAD, AVL, Advanced Traffic Management and a real-time public information portal?
 - ii. Is a Lighting master Plan included?
 - iii. What is the maintenance, management, and upgrade plan?
 - How will the fiber, wireless, and smart city networks be designed as mission critical “5 nines” systems? (Section 8D)
 - What is the cybersecurity plan? (Section 8F)
 - How is the project financed and who bears the capital and ownership risk? (Section 7)
 - i. Have detailed financials been provided that should the best utilization of capital resources and long-term operational stability?
 - ii. How is performance guaranteed as well as long-term operating, maintenance, and recapitalization?
 - Are the proposed project components “Net Neutral?” (Section 6)
- Tab 3 - Digital Inclusion Proposal
 - Does the solution provide a no-cost service level for every resident unable to afford internet access?

- How does the respondent propose to address digital literacy, cost-of-equipment, and other adoption issues?
 - Does the solution provide no-cost Wi-Fi throughout community centers and public park facilities?
 - Does the solution provide for fiber-based 10 Gbps symmetrical services to locations that may serve as community computer centers, including but not limited to libraries, parks and recreation, Job-seeker and Family Resource Centers?
 - Does the proposer agree to equalize the fiber and wireless broadband infrastructure deployment to produce the same results in high- and low-income areas?
 - What will the proposer do if the model in-fact results in low take-rates in underserved areas?
 - What is the outreach plan and time frame for seeking expressions of interest from neighborhood and community organizations?
- Tab 4 – Capabilities of Organization and Personnel
 - Did the organization and its subsidiaries provide audited financials?
 - Did the organization provide an organization chart and resumes of key personnel?
 - Has the organization successfully demonstrated capacity and experience to perform wired, wireless and smart city tasks as specified in the RFP with other smart city projects?
 - Tab 5 – Implementation Plan
 - Has the organization presented a full breakout of tasks, timelines, charts, and other information as necessary to support substantial completion of the project within the timeline defined by the RFP?
 - Has the organization developed a revenue plan sufficient to guarantee performance of the project within the timeline defined by the RFP?
 - Tab 6 – DBE
 - DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.

- Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.
 - Past Performance Issues: Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.
- Tab 7 – 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 8 - 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)
- Tab 9 - Insurance
 - Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.
- Tab 10 – 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 11 - Addenda
 - Include a statement on company letterhead that the respondent reviewed the addenda (include number and date of the addendum) issued by the City for this RFP.
- Tab 12 - 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 City for appropriateness and is only valid if accepted in writing by City.
- Tab 13 - 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.
- Tab 14 – Forms
 - See Section 11.2 for the list of required forms.

8.4. Receipt

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

The City will NOT accept submissions delivered after the deadline.

8.5. Time Stamp by Email

When submitting a response by email to the Designated Purchasing Official, the date and time of the email received by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time of the email sent by Respondent does NOT constitute a proof of receipt.

IMPORTANT:

- The Bureau of Purchasing encourages Respondents to submit a response at least 3 hours before the deadline set forth in the RFP.
- The Bureau of Purchasing encourages Respondents to confirm with the Designated Purchasing Official that the response was received timely. If there is a high volume of submissions, the confirmation may take 1 or 2 business days.

8.6. Alternative Method of Submission

An alternative method of submission can be by courier service or in person.

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.

The City 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.

8.7. 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 the City.

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.

Non-responsive respondent must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

8.8. Disclaimer

Respondents are hereby advised that due to the nature of the internet, the City cannot guarantee that access to BRASS will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us.

The City 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

City Charter Section 6-308(5)(b) and Executive Order LC 20-01 authorize the City to issue a request for proposals to interested and qualified firms.

9.2. Ownership

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

Respondents 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.

9.3. Effect

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

The City is not responsible for submissions and/or presentation costs.

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

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

9.4. Addendum

The Designated Purchasing Official posts addendum on the supplier portal of BRASS under the RFP. A copy of the addendum is saved in the “Attachment” tab of the event for the RFP.

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 the City's required Contract Terms and Conditions set forth in this solicitation and therefore waives any future right to contest the required provisions.

9.6. Protest

The City's protest policy applies to this solicitation.

The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/> .

9.7. Debriefing

Respondent who was not qualified can request a post-award debriefing.

The debriefing shall not include point-by-point comparisons of the debriefed respondent's submission with the awarded or selected respondent(s).

The unsuccessful respondent must submit a request in writing to the Designated Purchasing Official within 15 calendar days from the date of the notification issued by the Bureau of Purchasing.

The Bureau of Purchasing will ensure that the debriefing is conducted within a reasonable time.

9.8. Code of Ethics

The City 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.

9.9. BRASS

The City launched BRASS in July 2019. BRASS replaces the legacy databases and is used by all City departments.

BRASS enables suppliers to register and to maintain information about their organization for the purpose of doing business with the City and receive notifications of business opportunities.

Registration is free.

The City invites prospective suppliers to learn more at <https://nola.gov/purchasing/brass/> .

9.10. Direct Deposit Electronic Payment Program

The City will require that the successful firm enrolls in its direct deposit electronic payment program.

Instead of receiving paper checks, payments will be made electronically via Automated Clearing House (“ACH”) and deposited directly into an account designated by the qualified respondent at its financial institution.

Enrolling in direct deposit payments supports the City’s ongoing efforts to become a more efficient and effective government, deliver enhanced services and timely payments, and provide for a sustainable environment.

ACH payment will apply to the invoice that you submit through the City’s Supplier Portal **AFTER** the Bureaus of Purchasing AND Treasury have completed the ACH activation. The activation process may take 4 to 10 calendar days.

9.11. Waiver of Administrative Informalities

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

9.12. Errors and Omissions in Submission

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

9.13. 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.

9.14. Sample Agreement

The City supplies a sample cooperative endeavor under Section 11.5.

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 – STATEMENT OF NO RESPONSE

If you elected not to respond to the RFP, the Bureau of Purchasing is interested in learning the reason(s) for non-response.

Your response to the below questionnaire will help the City understanding potential challenges and/or barriers with the RFP.

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUMjZBN05YS1U0UVY4N0tXOFdEMEVHQTFXNi4u>

SECTION 11 – ATTACHMENTS

11.1. Document to Review

- Attachment A – Statement of Needs

11.2. Required to Submit with Proposal In Response to RFP

- Attachment B – DBE Compliance Form(s)
- Attachment C – Affidavit of Conflict of Interest Disclosure

11.3. Contract Terms and Conditions and Insurance

- Attachment D - Insurance Requirements
- Attachment E– City Contract Terms and Conditions

11.4. Required to Submit PRIOR to execution of contract

- Attachment F – Tax Clearance Authorization
- Attachment G – Identification of Subcontractors
- Attachment H - Affidavit of Compliance with Hiring Requirement

11.5. Sample Agreement

- Attachment I – Sample Cooperative Endeavor Agreement

[ATTACHMENTS A THRU I ON FOLLOWING PAGES]

SECTION 11.1.

**THE FOLLOWING DOCUMENT IS FOR REVIEW
ONLY**

ATTACHMENT NO. A

CITY OF NEW ORLEANS

STATEMENT OF NEEDS

1. Overview of the RFP.

- a. New Orleans' critical infrastructure is essential to the smooth functioning of the city economy. Inequitable access to digital infrastructure restricts economic mobility while the lack of smart city technology impairs citizen services. To meet the needs of a growing city, we are encouraging the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access. Furthermore, the City seeks Smart City applications such as smart street lighting, traffic management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that will improve services, reduce costs, generate new revenue and foster innovation and economic development.
- b. The City seeks Proposals from entities who are willing to enter contracts with the City to deploy advanced wireless and wireline infrastructure and address the digital divide and community needs by providing for a level of free services to members of the public. The City also seeks to partner to provide a fully integrated suite of streetlights, sensors, networks, and data analytics platforms that will result in the City becoming a leader in improving mobility, accessibility, and safety.
 - i. Specifically, the City asks for Responders to propose solutions that will:
 1. Fulfill the Foresite 2016-17 design proposal for a City Institutional Fiber Network connecting approximately 430 City of New Orleans and Sewerage and Water Board sites.
 2. Provide Internet access to homes and businesses via a network designed to deliver symmetrical speeds of 1 Gbps or higher to each residential unit and to offer a business level of service at 10 Gbps or higher.
 3. Provide Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
 4. Execute a "no-cost service level" for individuals and families not regularly accessing the Internet due to cost, access, awareness, literacy, or equipment issues.
 5. Execute a business and governance model that maintains financial sustainability, reliability, security, and privacy.
 6. Ensure that advanced communications networks will be available in all parts of the City, including low-income areas.
 7. Provide a Turnkey solution to integrate all facets of an advanced "Smart City" network platform for enhancing City services through connected technology.

- a. The Respondent must be able to finance the project, have the experience to deploy technology infrastructure and provide smart city solutions.
 - b. The Respondent shall guarantee performance and provide long-term Operating, Maintenance, and recapitalization as part of this contract including other public service and revenue generating models such as Wi-Fi sponsorships and kiosks.
 - c. The respondent will integrate solutions including but not limited to smart lighting, smart traffic management, smart water metering and flood water detection, smart wayfinding and other communications.
 - d. The respondent will design solutions that may include neutral host models and/or open access network architecture to foster private innovation and economic development.
 - e. The respondent will develop a program and engage local workforce development programs and local hiring opportunities.
- ii. To support this initiative the City will:
- 1. Establish a digital infrastructure permitting group in the Mayor’s Office of Utilities that will provide expedited handling of applications for construction of project-related communications infrastructure.
 - 2. Provide access on and to specific City property suitable for installation of communications equipment if the equipment meets the criteria of the “no-cost service level.”
 - 3. Schedule access to roadwork and storm water drainage projects under construction for the installation of project-related conduit and vaults.
 - 4. Provide access at favorable bulk rates to City street light poles with power supplies for placement of wireless communications equipment.
 - 5. Provide access to property for placement of wireless infrastructure that will permit Responders to reach some of the most highly trafficked zones within the City.

2. Mission

- a. Equity Is the bedrock of our vision for New Orleans. Today, infrastructure has taken on a new meaning and is a key tool to achieving equity citywide. Digital connectivity is not a luxury intended for entertainment, it’s a fundamental right and an essential tool for modern living. The City is working toward making it easier and more affordable for all residents and businesses to gain broadband

access, be digitally literate and aware of cyberthreats and misinformation, and make New Orleans a global leader in smart cities innovation.

- b. The City is looking for a triple-bottom-line proposal that aims to maximize the economic, environmental, and social benefits of digital infrastructure. The City will prioritize and assess the proposals by their anticipated contribution to the overall Equity goal.
- c. People who are low-income, minority, female, elderly, minor, or live with a disability are less likely to have a computer or high-speed Internet at home. Many cannot afford it. Some don't recognize the benefits of technology. Others fear technology or feel that it is for other people. This lack of a computer or home Internet hinders their ability to develop Internet and computer technology skills. Therefore, they miss key information on school, jobs, health, housing, and civic life. This difficulty getting information worsens existing inequality experienced by these people.
- d. Depending on the study, researchers learned that between 23% and 33% of New Orleans households lack home Internet and roughly 21% don't have a computer. These facts make New Orleans one of the worst-connected US cities with low-income residents less likely to have home Internet compared to wealthier people.
- e. While there are programs designed to encourage broadband deployment and allow schools and libraries to obtain less expensive access to the Internet, the United States has not fully developed a true Broadband Universal Service that can ensure that broadband Internet access is available to all citizens, as have other countries like Switzerland, Finland, Taiwan and Britain. As the world relies more and more on Internet-based communications for work, education, hiring, training, and for daily interactions with each other and with government and other community institutions, it becomes more critical to address disparities in Internet availability.
- f. In the absence of a national plan to ensure Broadband Universal Service, it is important for the City to ensure, to the extent possible, that basic levels of broadband access are available to every resident regardless of income, and that high-quality, high-speed access is available everywhere at reasonable prices.

3. Goals

- a. Considering the increasing importance of having available affordable, high-speed broadband services, proposals should address the following project goals:
 - i. Ensure that every resident can access advanced communications networks that provide high-speed, high quality broadband connections to the Internet, where residents live, work and play, indoors and outdoors.
 - ii. Ensure that areas of the City that are currently underserved are promptly served.
 - iii. Ensure that the City is served by an open network, so no one is prevented or blocked from taking full advantage of the Internet's capabilities; and
 - iv. Ensure that every resident can enjoy the benefits of broadband, regardless of income or the area in which they reside.

- v. The City of New Orleans should be the location of choice for businesses and residents – to attract businesses with good paying jobs, to entice graduates from our local universities to reside and work in New Orleans, and to ensure the City remains a center for the digital economy and a global leader in technology and innovation.
- vi. The full impact and benefit of the network will not be achieved by simply building a network, but rather by having widespread adoption and utilization by the community. The City seeks a definitive solution that will maximize adoption and sustainability.
- vii. Proposers should align their proposals with the IoT guidelines developed by New York City at <https://iot.cityofnewyork.us/> and have been adopted by 35 additional cities across 11 countries. The guidelines provide a framework to help government and its private partners responsibly deploy connected devices and IoT technologies in a coordinated and consistent manner.

4. Objectives

- a. The City expects a great level of detail and granularity for the technical, financial, and operational requirements of the network. Furthermore, the City must:
 - i. Understand the detailed financials associated with the Proposal, including initial capital to construct, ongoing operational and maintenance costs, end-user fee structures and monetization strategies for the network.
 - 1. These financials will be used to determine the proposal with the best utilization of capital resources and long-term operational sustainability.
 - ii. Assess a comprehensive system design, including:
 - 1. Coverage and capacity.
 - 2. RF elements for a City 5G and fiber infrastructure.
 - 3. Backhaul and networking elements and components.
 - 4. Site locations.
 - 5. Smart and connected outdoor LED lighting.
 - 6. Cameras and IoT sensors for active traffic management.
 - 7. Smart mobility software application integrated with the Cameras and IoT sensors for active roadway management and to monitor travel time and speed at a minimum of every .5 miles along priority corridors.
 - 8. Architectural lighting on predetermined City locations.
 - iii. Assess comprehensive deployment timelines.
 - iv. Understand a detailed set of commitments a Respondent is willing to make based on the requirements and questions.
 - v. Analyze the structure and the long-term benefits of the business model proposed by the Respondent.
- b. The City seeks Proposals that will result in build-out and provisioning of services within the incorporated City of New Orleans within five years of the award of the

contract. It is expected that the Wireless capabilities of the network will be provisioned quickly.

- c. The City seeks a qualified Respondent with the proven experience, financial resources, and professional expertise to fund, design and build a suite of capabilities; including streetlights, communication, and associated networks. Pedestrian sensors, traffic sensors, environmental and other sensors are envisioned with an integrated data analytics platform that demonstrates departmental-level measures of performance as well as city-level measures of effectiveness.
 - d. The City recognizes that a variety of private sector entities have engaged in Smart City/Lighting projects and network development/expansions throughout the Country, and are interested in providing financing, management and planning, and operations and maintenance services. The City seeks responses from a partner that will facilitate the next generation Smart City deployment, funding, technical solutions by providing planning, program implementation, construction, management, and maintenance services.
 - e. This is not an exhaustive list and the City is expecting Proposals to identify additional offerings to provide maximum value, flexibility, scalability, energy savings, and big data analytics.
5. Digital Inclusion Plan
- a. As part of each Proposal the City seeks a Digital inclusion Plan designed to encourage adoption of broadband throughout the proposed service territory; and designed to ensure that a minimum level of service is available to all residents in the proposed service territory.
 - i. More specifically, a Digital Inclusion Plan is desired:
 - 1. For wireline and wireless.
 - 2. That includes offerings that provide free service without regard to the income of the user, so that the service is available without the need for a user to qualify for service.
 - 3. That provides support for a Digital Inclusion Plan for at least the period of any contract for use of City assets entered pursuant to this RFP.
 - 4. That includes free service offerings that will be adjusted over time to reflect changes in the speeds required to use the Internet effectively; and
 - 5. That addresses costs of installation in a manner that makes service accessible to low-income, transient populations.
 - b. The City seeks a digital inclusion plan that includes provisioning of 10 Gbps symmetrical services to locations that may serve as community computer centers, including but not limited to libraries, parks and recreation, Job-seeker and Family Resource Centers.
 - c. The city seeks a digital inclusion plan that includes a strong component for publicizing the availability of free service options and that provide for

coordination with non-profit groups and the City in efforts to distribute equipment required to take advantage of those offerings and more advanced service offerings. Respondents are also encouraged to partner with other non-profit organizations within the City that are working to address the digital divide.

6. Net Neutrality

- a. The City is strongly committed to promoting net neutrality and expects each selected Proposer to agree to operate its network consistent with net neutrality as defined by applicable FCC regulations.

7. Financial and business model

- a. The City of New Orleans seeks to enter a partnership in which the Respondent assumes most of the risks and capital associated with the implementation of the Smart Lighting, Smart City, wireline and wireless broadband network and anticipates this to be factored into the Proposal.
- b. City assets that may be utilized in the construction of the network including but not limited to:
 - i. Existing public rights-of-way.
 - ii. Publicly owned vertical assets.
 - iii. Community Anchor Institutions.
 - iv. Guaranteed revenue streams for a variety of service offerings.
- c. The City will prioritize Proposals that are not “demand-based” which can have the effect of exacerbating the digital divide. All geographic areas of the City of New Orleans must be built out in a model that equalizes results in higher income and lower income areas. The Proposal must describe:
 - i. The way the equalization model will operate and how it will address problems associated with high levels of short-term residents, low-income, or low-adoption rates.
 - ii. An explanation of what role the City might be required to play in fostering demand, if any.
 - iii. What the proposer will do if the model in fact results in low take rates or build-out commitments in underserved areas.
 - iv. The time frame for seeking expressions of interest from all neighborhoods and the estimated time from demand targets being met to construction.

8. Specifications

a. Wireline

- i. Due to the high prices of third-party communications costs and the absence of a City-owned option for communications between its many facilities, the City has identified the need for a more economically feasible option for the interconnection of its facilities. The benefits of such a change are clear in that the City will own and maintain the communications systems and can benefit financially from the investment in the new infrastructure.

- ii. In September 2016, the Foundation for Louisiana issued an RFP to solicit a consultant to plan a city-owned institutional broadband fiber network for the City of New Orleans with the following objectives:
 1. Expand the city government's provision of online services to residents.
 2. Support implementation of smart city applications.
 3. Achieve cost efficiencies in daily information technology (IT) operations.
 4. Expand operational efficiencies to other departments through IT.
 5. Provide high-speed Internet access at city government owned and operated facilities to help disadvantaged residents bridge the digital divide.
- iii. Foresite Group developed a high-level design proposal for a City of New Orleans-owned, institutional broadband fiber network. This network would provide capacity for high-speed data transmission to support internal intranet operations like file sharing, printing, telephone, and enterprise software applications that require data transmission. The network would connect approximately 430 City and Sewerage and Water Board sites via roughly 200 route miles of underground fiber, enabling the City of New Orleans to support a minimum of 100 Gbps network service between City locations.
- iv. Overall, the City facilities currently utilize speeds ranging between 200 Mbps and 10 Gbps. As previously mentioned, these network connections are made via third party companies. The City desires that the minimum connection speed be 100 Gbps in the future on the new dedicated network. Not only will the new system need to support the existing systems and City facilities, it should also consider the planned development and relocation of core facilities that will require interconnection with the communications backbone, as well as a future-proof scaling strategy.
- v. <https://arcg.is/1vqvLm> shows the proposed backbone route around the City. The goal of the proposed routing is to provide a reasonable tie in point for the existing residential areas, commercial areas, City facilities, Sewerage and Water Board facilities, planned improvements, and key corridors identified by the City for interconnection with the City network.
- vi. As mentioned, the proposed City of New Orleans' Institutional Fiber Network will consist of two 200-mile-long fiber ring of 864-strand fiber optic cable running along key corridors of the city. Additional fiber trunk spurs will be built out to extend the fiber network to areas of the City outside of the main trunk lines.
 1. The fiber optic cable will be installed in new conduits physically divided between City and Public client use. Under this design, two 864-strand fiber optic cables would be used for the main fiber optic trunk ring in lieu of a shared fiber optic cable. This provides

separate fiber optic cables for the City Network and the Public client network for clear physical separation between the networks. New separate conduits with a minimum of 2.5” diameter will be required to support this design.

- vii. The proposed Institutional Fiber Network will have a connection to an Internet Exchange Point from the City Hall Network Hub. The Proposal should consider revision of the Foresite high-level design proposal to include potential City Hall expansion into the Municipal Auditorium as well as other planned City improvements and changes from the 2017 Foresite design.

b. Wireless

- i. The City seeks proposals for Wireless networks that will result in total outdoor availability of 5G NR (New Radio) throughout the City’s 350 square miles of incorporated area as well as outdoor availability of Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
- ii. The City requires a citywide, wireless broadband network service that ensures network coverage 24 hours a day, 7 days a week, 365 days a year and complies with the coverage, capacity and other technical requirements detailed in this document.
- iii. 5G infrastructure and devices are increasingly being designed to operate in multiple RF bands. While the latest 3GPP release documents have 69 bands defined for use we encourage respondents to also explore the use of Band 46 (5150 to 5925 MHz) and the CBRS Band from 3550 to 3700 MHz.
- iv. Additionally, with the FCC allocations of over 10 GHz of bandwidth and 802.11ay usage increasing, the use of millimeter bands are becoming more prevalent for use in broadband applications. These bands will have both licensed and unlicensed allocations across the 60-80 GHz range.
- v. Requirement: Brand name or Equivalent. The brand names/original equipment manufacturers (OEM) associated with the Respondents proposed equipment are important for several reasons.
 - 1. The Radio Access Network (RAN) represents critical infrastructure for New Orleans, the equipment must be of high quality and guarantee the firmware and software do not contain any form of malware or other harmful components.
 - 2. The RAN may carry traffic that is for criminal justice, medical, or other purposes.
 - 3. The Respondent will ultimately bear all costs of 5G interoperability testing.
 - 4. In the event of a Rip and Replace order, the Respondent will bear all costs of replacing the RAN.

5. The equipment must be compliant with section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232). Section 889 Part B covers certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities) and certain video surveillance products or telecommunications equipment services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of those entities). The statute is not limited to contracting with entities that use end-products produced by those companies; it also covers the use of any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 6. The equipment must be compliant with the U.S. State Department Clean Network Initiative.
- vi. **All costs (interoperability testing, standards implementation, etc.) associated with verifying the equivalence of non-brand name but equivalent components will be borne by the Offeror and appropriate documentation must be provided to the City during the RFP process.**
 - vii. The main technical purpose of this section is to deploy a 3GPP based, 5G RAN in New Orleans. The equipment comprises multiple elements for this specific proposal and includes but is not limited to the following components: RF antenna system, coaxial cables, eNodeB with multiple configurations e.g. macro, small, femto and pico cell, cell site router, security gateway, and all software. Minimally the RAN shall be interoperable with 3GPP release 16.
 - viii. The City encourages a RAN architecture that supports secondary applications and business opportunities that utilize the excess capacity of the RAN. The proposed solution must be flexible and able to evolve over time. The City encourages the Respondent to deploy a robust network based on industry practices as new technologies are proven effective in specific venues and applications. This may include advanced technologies such as Massive MU-MIMO configurations.
 - ix. As this is a greenfield deployment, the City will prioritize Respondents that embrace OpenRAN standards to realize cost savings, future proof the City network, and to add flexibility for vendor mixing which widens the supply chain.
 - x. For each eNodeB and RAN solution provided, the City requires the Offeror to provide the following information:
 1. Product description of all proposed RAN equipment.

2. System and node 3GPP compliance test report and associated integration and verification test reports for the proposed release.
 3. Dimensioning and capacity guidelines for all RAN equipment and software e.g., baseband unit (BBU) capacity, power amplifier power, Radio Resource Control connections, router transactions per second.
 4. Detailed RAN site configuration details for power, heating, ventilation and air conditioning, hardware and mechanical specifications and requirements.
 5. 3GPP Conformance and performance testing results.
 6. Proposed RAN network diagram with logical and physical connections to the City.
 7. Provide product roadmap support for 3GPP Release 16 and higher.
 8. RAN backhaul topology over City Institutional Fiber Network.
- xi. The wireless core is a mission critical network that needs to remain in operation 24x7x365. New Orleans has unique physical features that subject telecommunications infrastructure to weather-related risks. Typical call and data session processing require interconnection to an LTE Evolved Packet System (EPS). The EPS contains the nodes that consist of the Evolved Packet Core (EPC), Home Subscriber System (HSS) and Policy and Charging Rules Function (PCRF) and other ancillary support systems. These other ancillary support systems include the Operations & Maintenance (O&M), network monitoring and billing systems. Collectively we call these systems components the core network. In order to support standalone deployable operations, maintain local control (local breakout of the P-GW), ensure SLA performance and most importantly provide operational redundancy to the network, the City requires a load sharing, redundant core network to support the network.
- xii. With the advent of virtualization for most core elements, the City expects most solutions to embrace this technology innovation and provide it with an Open, distributed, redundant, load bearing, scalable, and cost affordable platform. Employing a technology where network slicing could be utilized would allow for new critical communications applications like intelligent transportation to be deployed within the City and enable a variety of commercial relationships that will help fully utilize the resources of the network.
- xiii. The Respondent is required to provide a minimum core network within the City that also enables the Respondent to sell wholesale services to third parties who may wish to connect to elements of the core.
1. The Respondent is also required to:
 - a. Provide product information on their 3GPP feature compliant LTE EPS and related elements that will comprise the core.

- b. Provide roadmap for future 3GPP releases including Next Generation Core support.
 - c. Dimensioning and capacity guidelines for all proposed core equipment and software including all virtualized elements, hardware, storage, and compute requirements.
 - d. Detailed site server configuration details for power, HVAC, hardware and mechanical specifications and requirements.
 - e. Proposed redundant core network diagram with logical and physical connections to the City.
 - f. Subscriber management proposal.
- xiv. The City of New Orleans has both unique public entertainment events, varying population density and a dense tree canopy. In order to supplement demand surge and provide emergency coverage, the use of deployable technologies will be necessary. Deployable technologies encompass a range of items, generally characterized as the following:
- 1. Cell on Wheels (COW): a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main network
 - 2. Cell on Light Truck (COLT): a cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller
 - 3. System on Wheels (SOW): a full base station and controller on a trailer/truck/big rig/etc. A SOW is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no Internet connectivity
 - 4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' Above Ground Level (AGL)), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include Remotely Operated Vehicle (ROV) and Unmanned Underwater Vehicle (UUV)
 - 5. Other systems including vehicular network systems (VNS) and man-packs.
- xv. To the extent that City structures are used for the placement of Wi-Fi devices, Proposers using them will be expected to develop a “splash page” that includes the City logo and appropriate links to City resources related to the initiative. In addition, providers will be expected to share aggregate information with the City regarding network usage (e.g., the number of connections to Wi-Fi devices to permit the City to assess system usage and traffic pattern areas). The City does not request and is not interested in

receiving a Proposal that would provide it with personally identifiable information regarding network users.

- xvi. Proposers are expected to craft free service offerings so that the services are useable and so that the Internet can be accessed without undue delay or security risks. For example, if premium and free Wi-Fi connections are offered, the availability of the free service should be evident, and the system should be designed so that the steps and time required to complete a connection to the Internet are limited.

c. Smart City

- i. The City Of New Orleans seeks to expand Smart City opportunities, and add new capabilities, to become an exemplary Smart City in North America within three years and remain among the leaders for Smart City efforts around the world. The City's high-level objectives are improving mobility, accessibility, safety, and the quality of life for our residents and visitors.
- ii. Key objectives of this project are as follows:
 - 1. Conversion and operation of City owned and managed streetlight luminaires to energy efficient and networked Smart LED's throughout the City. The new Smart LED's will have a color temperature in accordance with DOT requirements and are to improve the consistency of aesthetics and lighting for both vehicular and pedestrian safety.
 - 2. Address any areas that are over or under-lit by providing uniform lighting throughout in accordance with DOT designs and standards.
 - 3. Maintain and improve the safety of the electrical infrastructure.
 - 4. Provide traffic monitoring cameras, IoT sensors, and fiber connectivity throughout the City corridors as determined by City stakeholders.
 - 5. Water sensing, water metering, and flood water projection.
 - 6. Kiosks and other revenue recuperation programs.
 - 7. Provide Smart LED Architectural lighting in predetermined zones.
 - 8. Access to the latest available smart technology, with room for modification or growth.
 - 9. Maintain security and privacy for the residents of the City. The City is committed to ensuring transparency and clarity of the practices on how data is being both projected and utilized by the Proposer and its vendors.
 - 10. Improve City operational and policy decision-making through data and analytics, through a data analytics platform.
 - 11. Upgrade and expand the City's connectivity infrastructure that will support the improvement and expansion of the initiatives described in this document.

12. The Proposer shall utilize neutral host carrier technologies and hardware.
 13. Access to latest available hardware and software technology.
 14. Conversion of all existing streetlights to Smart LED Lights and technology within 3 years of the Notice to Proceed.
- iii. The proposer shall furnish, configure, install, test, implement, and maintain a City owned Smart Mobility Platform that shall enable the City to monitor traffic and transit. The platform shall offer a consolidated and integrated view of all City operations. The integrated operations platform is expected to enable transformation of the City operations by enhancing situational awareness and providing the City data to make informed operational decisions.
 - iv. The platform must be able to integrate a multitude of mobility services, devices, and subsystems, at a minimum the Computer Aided Dispatching and Automated Vehicle Locating System and various Advanced Traffic Management Systems, streetlights, and other IoT applications and devices.
 - v. The platform must
 1. integrate devices using API's into this platform.
 2. Enable the City and its partners to define a standard data model for each operational service such as parking, lighting, etc.
 3. Enable Multi-tenant operations dashboards
 4. Have the ability to customize dashboards per the user and Departmental preferences
 5. Be able to provide API access based on roles and access control policies defined for each user and the key issued to that user
 6. Enable departments to take actions on configurable conditions, which are guided through workflows
 7. Be able to configure, manage, and monitor any distributed IoT modules from any operation center
 8. Allow for event handling and data handling
 9. Provide ways to define policies that make applications or things respond to external environments
 10. Have integrations with the network layer to proactively monitor any incidents on the network for active troubleshooting and triaging
 11. Be able to alert any incidents in the network proactively on command and control
 12. Allow users to invoke web conferencing sessions directly from the platform
 13. Integrate with City ESRI GIS Layer and street network map services with ability to show status of resources
 14. Provide Operators and Managers with a management dashboard that provides a real time status and is automatically updated when

- certain actions, incidents and resources have been assigned, pending, acknowledged, dispatched, implemented, and completed
15. Provide complete view of sensors, facilities, video streams and alarms in an easy-to-use and intuitive GIS enabled graphical interface with configurable workflow and business logic
 16. Have a visualization platform to view historic analytics and predictive models
 17. Be able to perform analytics, predictions across all County operations
 18. Have an easy to use interface with drag and drop facilities to build reports and analytics
 19. Have ability to connect to multiple data sources, REST/SOAP API's in real-time
 20. Be able to consume social media data streams for predictions
- vi. The City's web page must make data available to citizens and visitors in order to maintain transparency and foster continued public involvement in Smart City initiatives. In addition to depicting street congestion, the web site must illustrate real-time information for transportation and identify open on-street parking so people can better plan their journeys regardless of their intent. The system shall be configurable and include an open data platform using API technologies that enable bi-directional data sharing in order to update the City's web page in real time.
1. This functionality enhances the integration capabilities to leverage system data for other applications and facilitate various integration with other systems.
 2. All application data shall be made accessible via the open API.
 3. The City will own all data collected via the systems proposed to be built, installed, modified, or created under this contract, and awarded under any subsequent contract.
 4. The City will bear no liability or responsibility for the Proposers willful or non-willful security breach of such data, regardless of the circumstances of such breach.
 5. Proposer shall provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the System. This includes data monetization, sale, and/or sharing. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud configurations identified and managed by the successful proposer.
- vii. The successful respondent shall provide engineering services for the duration of the contract for required photometric analysis, designs, calculations, permitting, shop drawings, construction administration, as-builts, certifying of work performed. Engineering services will consist of

Professional Engineers with an approved State of Louisiana Professional Engineering Seal to address all items that are required to be sealed/signed, for example, plans, calculations, shop drawings, and as-builts.

1. A Lighting Master Plan shall include the following:

a. Lighting analysis which shall be a detailed narrative that describes how a lighting analysis will be conducted and clearly identify the following:

- i. A baseline photometric analysis for each corridor and remaining areas
- ii. A lighting enhancement analysis for public and traffic safety
- iii. Analysis for addressing under and over-lit areas
- iv. Updating the City's Street Light ESRI Map layer
- v. The proposed Smart LED Light or luminaire shall replace the existing light or luminaire style and be compatible to the existing luminaire arm or post.
- vi. Compatibility of recently installed LED lights with a Smart LED lighting system (by placement of node, sensor, or transmitter)

b. Maintenance Plan

i. The successful proposer shall prepare and submit for City approval a maintenance plan that demonstrates requirements that meets or exceeds the City's expectation of the following:

1. The maintenance plan shall include coordination with other agencies and/or utility companies, for example, City Public Works and Entergy.

ii. The successful proposer shall perform all activities necessary to keep the managed assets fully operating, properly functioning, with a minimum of 95% of the lights burning for any lighting type at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the managed assets and locating the managed assets, as may be necessary.

c. Upgrade Plan

- i. Provide a detailed narrative that describes the approach to address under-lit and over-lit areas, as well as, the approach to improve the City's lighting quality. The successful proposers upgrade plan must provide, at a minimum,
 1. A plan to optimize energy conservation, meet photometric requirements, and address any areas that are over or under-lit by providing uniform lighting.
 2. Engineering plans and or shop drawings of Smart LED light upgrades.
 3. Engineering Specification.
 4. Engineering calculations for the planned illumination system improvements that are indicated in this RFP.
 5. The successful proposer shall evaluate each existing streetlight as some may be obsolete due to their age, are unable to be retrofitted, and/or the possibility that portions of the existing light assembly are no longer manufactured. Proposed upgrades are not only for the Smart LED lights, but could also consist of other necessary items for the functioning of the streetlights. The successful proposer will coordinate these issues with City staff.
2. The system shall at a minimum monitor, diagnose and control all of the following aspects of luminaire function, and any others pertinent to the operation of the luminaires.
 - a. The monitoring system shall be installed and tested prior to street light conversions.
 - b. Monitor individual luminaire operational status (e.g. incorrectly off, incorrectly dimmed) in real time.
 - c. Check individual luminaires' operational status (e.g. off, dimmed, unresponsive).
 - d. Check individual luminaires' operational history.
 - e. Check individual luminaires' precise location.
 - f. Check individual luminaires' energy usage.
 - g. Monitor inventory of all assets: luminaire, pole, small cell and any devices installed through the resultant contract.
 - h. Control the state of individual luminaires between on, off, and dimmed.

- i. Control the state of individual luminaires as in previous item via onboard software not dependent upon communication with the control network.
 - j. Control the state of individual luminaires as in previous item via onboard hardware.
 - k. Monitor device warranty, system failures/outages, and response times.
- d. The wireline, Smart City, and wireless networks are intended to be mission critical networks. The systems must be available 24 hours a day, every day, on a non-stop, fault tolerant basis. Typical networks often refer to this as “5 nines” systems. This term refers to 99.999% availability or approximately 5.26 minutes of downtime per year. The Respondent should use industry accepted best practices to ensure that all equipment, software, and network designs ensure optimal performance. These metrics include:
 - i. Availability – An item to be in the state to perform a required function at a given instant of time or at any instant of time within a given time interval, assuming that external resources required, if required are provided, e.g., “uptime.”
 - ii. Restorability – When a disruption occurs, services must be capable of being re-provisioned, repaired, or restored to required service levels on a priority basis.
 - iii. Reliability – The probability that a service can perform a required function under stated conditions for a given time interval. i.e. Mean Time Between Failure (MTBF) and Failure Rate.
 - iv. Integrity – The degree to which service is provided without excessive impairments, once obtained.
- e. The Respondent will provide the technology and implementation strategy to enable the networks to operate at maximum performance. This will include the following, but is not limited to:
 - i. Fault tolerant or high availability software and hardware platforms.
 - ii. Redundant hardware and power backup solutions
 - iii. Product and implementation details on virtualization or cloud-based implementations of the network.
- f. Security. The Respondent will describe their cybersecurity approach, covering, at a minimum, the following topics.
 - i. Describe in detail how data privacy is maintained, particularly individual citizen data.
 - ii. Describe the solutions use of and support for secure protocols to safeguard data in transit and at rest.
 - iii. Describe the solutions support for encryption in backups and in replicated sets.
 - iv. Describe how your solution handles data recovery or the ability to roll back in the event of human or system error.

- v. What protocols have been established for dealing with unauthorized access to or disclosure of confidential data?
- vi. Describe what data validation the solution performs on records as they are created or edited and indicate whether this is different for batch jobs as compared to single records.
- vii. Describe how the solution tracks changes to records. Is there an audit trail for edits? Is it possible to revert to previous versions of a record?
- viii. Describe the extent to which the solution has been designed to comply with laws and regulations governing the storage and use of protected user data
- ix. Other than the provision of reports for the City, please describe in detail how you will sell, share, manipulate, aggregate, package, or otherwise monetize data obtained through the platform, detailing which data shall be used and how and identifying potential third parties that may be involved.
- x. Proposers should provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the Smart City, Wireless and Wireline project. This includes data monetization, sale, and/or sharing. Proposers should also detail how they plan to address and limit bias in their analytics and algorithms. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud entities identified and managed by the Selected Proposer. City IoT deployments must protect and respect the privacy of residents and visitors. The City is committed to being open and transparent about data collection, processing and use.
- xi. Data Management: Proposers will create a data management plan that will describe how data will be collected, managed, integrated, and disseminated before, during, and after the Smart City Project.
- xii. The plan will include privacy provisions which will document how the City and the Selected Proposer will collect, store, strip, suppress, and disseminate information internally and externally. The plan will consider all aspects of Personally Identifiable Information (PII) and Sensitive information.
- xiii. A successful proposer shall prepare for City approval a technical solution that defines the security for all aspects of the streetlights, including but not limited to:
 1. Streetlight communications shall authenticate all inbound requires via a City-approved mechanism.
 2. Streetlight communications shall be capable of providing configurable authentication on all outbound requests.
 3. Streetlights will encrypt all communications across the network at AES256 or better.

4. Streetlight enclosures and fixtures will be physically secure and fortified, including access to any physical diagnostics connection port.
 5. Streetlight physical diagnostic connection ports will use the same encryption and authentication protocols as remote network connections.
- g. The Proposer shall provide a program to educate, train and teach City personnel in all details of the equipment and the System that shall enable the personnel to monitor the System.
- i. Training shall include:
 1. Course development, handouts, manuals, classroom aids, and all other items required to train City staff. Hands-on classes shall be included in the training program.
 - ii. Training curriculum shall be approved by the City and shall include but not limited to:
 1. Sessions every 6 months for the first 5 years, annually for major software releases thereafter for the remainder of the contract term.
 2. Demonstrated access to lighting management system
 3. The ability to access and generate reporting
 4. Integration and access to the City's 3rd party applications
 5. Address troubleshooting
 6. Address the alert notification system
9. Closeout Submittals
- a. As-Built Set
 - i. The Proposer's Engineer of Record in responsible charge of the Project's design shall professionally endorse the As-Built Plans, the special provisions and all reference and support documents.
 - ii. The Proposer shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" plans shall be signed by the Engineer of Record. The As-Built plans shall be submitted upon completion of field construction activities and prior to the beginning of operational testing and acceptance as a condition precedent to the notice of final completion.
 - iii. As-Built plans shall include GPS locations of all newly installed ITS infrastructure, field elements, pull boxes, splice boxes, and conduit routing to an ESRI Geodatabase format. GPS locations shall be recorded at sub-meter accuracy.
 - b. All hardware and software provided by the Proposer shall have the latest stable firmware or software version installed and any necessary upgrades available at the time of final completion. All As-Built documents shall be produced electronically using City supported software, signed and sealed by the Proposer's Engineer of Record, and submitted by the Proposer to the City as a condition precedent to

issuance of Final Completion. The final approved As-Built documents shall be submitted to the City as a prerequisite to final completion.

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SECTION 11.2.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

INSTRUCTIONS:

- **Documents must be signed by an authorized representative of the entity or it will not be accepted.**
- **For Affidavits: the document must be notarized, or it will not be accepted.**
- **For Affidavits: Affiant MUST select when required or the affidavit will not be accepted.**

Instructions sheet may be omitted when submitting the affidavit

ATTACHMENT B
CITY OF NEW ORLEANS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

I - DBE PROGRAM COMPLIANCE

The requirements of the City of New Orleans (“City”) Disadvantaged Business Enterprise (“DBE”) Program apply to this Agreement. It is the policy of the City to practice nondiscrimination based on social and economic disadvantage, race, color, gender, disability and national origin in the award and performance of contracts.

In consideration of this policy and pursuant to Division 2 of Article IV of Chapter 70 of the Code of the City, the City enacted the DBE Program for all City contracts.

Contractor agree 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 established DBE participation percentage. The Contractor’s failure to carry out these requirements, as determined in good faith by the City’s Office of Supplier Diversity (“OSD”), shall be deemed a material breach of this Agreement. This material breach may result in the termination of this Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City’s Policy Memorandum for the DBE Program

II - DBE CONTRACT GOAL

The requested DBE Contract Goal is listed in the contract section of the invitation to bid.

NOTE: All non-public works contracts have a default goal of 35% DBE participation.

Participation shall be counted toward meeting the contract goal based on the following:

1. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract DBE participation goal.
2. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Bidder/Proposer can count 100 % of the DBE’s participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Bidder/Proposer may count 100 % of DBE Manufacturer Supplier’s participation and 60 % of DBE Non-Manufacturer supplier’s participation toward its contract goal.
5. When the Bidder/Proposer is in a joint venture with one or more DBE business entities, the OSD, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.

6. Bidder/Proposer may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

“DBE Commercially Useful Function means” a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including, but not limited to, the following shall be considered:

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;
- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

III - DBE DIRECTORY

Contractors may only utilize certified SLDBE and/or Louisiana Unified Certification Program (LAUCP) DBE firms from the following lists to meet the City’s DBE Program goals.

- a. Contractors agree to utilize the City’s SLDBE directory of certified firms as a first source when searching for certified DBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah’s New Orleans. The SLDBE directory is available at www.nola.gov.
- b. The Louisiana Unified Certification Program (“LA UCP”) directory is available at www.dotd.louisiana.gov.

Information on locating these directories may also be requested from the OSD at supplierdiversity@nola.gov.

IV - GOOD FAITH EFFORT POLICY

In accordance with Sec.70-461 of the City Code, the City shall reject any bid and shall not award, enter into or amend any contract that is not supported by documentation establishing that the Bidder/Proposer has met the applicable contract DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE participation goal or other requirements which, by their scope, intensity and usefulness demonstrate the Bidder's or Proposer's responsiveness to fulfilling the City's DBE Program goals prior to the award of a contract, as well as the Contractor's responsibility to put forth measures to meet or exceed the contract DBE participation goal throughout the duration of the contract.

The OSD shall be responsible for determining whether a Bidder/Proposer has made their best efforts to achieve the DBE Program contracting objectives. In making this determination, the DBE Compliance Officer shall consider the following factors:

A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
- ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:

- i. Bidder/Proposer contacted the OSD to request submission of subcontracting opportunities on the DBE Opportunities page.
- ii. Bidder/Proposer included a copy of each announcement or notification.

C. INITIAL SOLICITATION & FOLLOW-UP:

- i. Bidder/Proposer listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
- ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.

D. NEGOTIATE IN GOOD FAITH:

- i. Bidder/Proposer provided an explanation for any rejected DBE bid or price quotation.
- ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected DBE firm.

If a Bidder/Proposer fails to submit documented Good Faith Efforts as outlined, the bid shall be considered non-responsive.

The OSD may take into account the performance of other Bidders/Proposers in meeting the contract DBE participation goal and may, if deemed advisable, request further information, explanation or justification from any Bidder/Proposer. For example, Bidder's past performance on similar contracts with similar scopes and/or a Proposer's prior history utilizing DBEs will also be taken in consideration when determining Good Faith Efforts.

Good Faith Efforts shall be monitored throughout the life of the contract and evaluated on a case-by-case basis in making a determination whether a Bidder or Proposer is in compliance with the Good Faith Effort policy.

To obtain a copy of the Good Faith Effort Policy contact OSD at supplierdiversity@nola.gov.

V - REQUIRED DBE FORMS for BIDs/RFPs/RFQs

A. BIDs:

In accordance with Louisiana Public Bid Law, the two apparent lowest bidders on an invitation to bid shall complete and submit all required post bid documents within three (3) business days of the bid opening. If the required post bid documents are not received within three (3) business days of the bid opening it shall be determined that bidder was non-responsive.

The following DBE documents must be received within three (3) business days of the bid opening:

1. **DBE Compliance Form-1:** This form is used to establish your DBE commitment on a City of New Orleans bid, RFP or solicitation response. The Bidder shall provide a list of all proposed DBE subcontractor(s).

If the Bidder has attained the amount of DBE participation to meet the contract goal, only submit DBE Compliance Form-1.

2. **DBE Compliance Form-2:** This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

3. After receipt and review of the required post-bid documents, the OSD will determine if the Bidder has provided valid DBE Compliance Forms and (if applicable) evidence of demonstrated Good Faith Efforts.

Thereafter, the Bidder/Contractor shall be bound by the established percentage, as approved by the OSD.

B. Request for Proposals (“RFP”) / Request for Qualifications (“RFQs”):

To ensure the full participation of DBE’s in all phases of the City’s procurement activities, all Proposers at time of proposal submission shall complete and submit a DBE Participation Plan.

1. **DBE Participation Plan (Attachment “C”):** A completed DBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract DBE participation goal if awarded the project.

- a. If a DBE Participation Plan (Attachment “C”) is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.

2. Within ten (10) days of the City’s issuance of the Notice to Award letter, the selected Proposer shall complete and submit a DBE Compliance Form-1: This form is used to establish your DBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed DBE subcontractor(s).

- a. If the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the contract DBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

The OSD shall review the contents of all required DBE Compliance Forms and may, if deemed advisable, request further information, explanation or justification from any Bidder/Respondent. Thereafter, the Contractor shall be bound by the established percentage, as approved by the OSD.

VI - CONTRACTOR COOPERATION

The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE subcontractors/suppliers (“DBE Entities”).
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBE Compliance Officer (“DBECO”) with copies of said contracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to

proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

- b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
- a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

VII - POST-AWARD MODIFICATION

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

VIII - MONITORING DBE PARTICIPATION

To ensure compliance with DBE requirements during the term of the Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

IX - FAILURE TO COMPLY

If the DBECO determines in good faith that the Contractor failed to carry out the requirements of the DBE Program, such failure shall be deemed a material breach of this Agreement. This material breach may result in the termination of the Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program.

All DBE Compliance forms are maintained by the OSD and are subject to change.

Please contact the OSD at supplierdiversity@nola.gov to request a copy of all DBE referenced documents.

**DBE COMPLIANCE FORM-1, FORM-2 AND FORM-3 ARE
ATTACHED SEPARATELY TO THIS RFP ON THE SUPPLIER
PORTAL**

[ATTACHMENTS B THRU I ON FOLLOWING PAGES]

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**ATTACHMENT C
CITY OF NEW ORLEANS
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 City of New Orleans 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, the proposed subcontractors, and their principals have with city 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 # _____

[ATTACHMENTS D THRU I ON FOLLOWING PAGES]

SECTION 11.3.

**CONTRACT TERMS AND CONDITIONS AND
INSURANCE**

ATTACHMENT D
CITY OF NEW ORLEANS
INSURANCE REQUIREMENTS

ARTICLE VI - Insurance Requirements

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

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

Minimum Requirements:

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.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation, 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.

Automobile Liability Insurance 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.

Cyber Liability Insurance to the Contractors profession, with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Policy shall be sufficiently broad to include but not limited to coverage for losses arising from the breach of information security or cyber liability including Errors & Omission, Security and Privacy Liability, Media Liability, involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Professional (Errors & Omission) Liability Insurance appropriate to the Contractors profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Umbrella/Excess Liability – Umbrella/Excess policies must Follow Form of the underlying policies.

Important: Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage

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 Contractor's obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractor's limits of liability that arise from the performance of work under the Contract.

Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractor's 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).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

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

Primary Coverage: For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

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.

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

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

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 the City.

Notice: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request:

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

Substitute insurance coverage acceptable to the City 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.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

[ATTACHMENTS E THRU I ON FOLLOWING PAGES]

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**ATTACHMENT E
CITY OF NEW ORLEANS
CITY CONTRACT TERMS AND CONDITIONS**

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9.	<u>CONSTRUCTION OF AGREEMENT.</u>	30.	<u>NON-SOLICITATION.</u>
10.	<u>CONVICTED FELON STATEMENT.</u>	31.	<u>NON-WAIVER.</u>
11.	<u>COST RECOVERY.</u>	32.	<u>OWNERSHIP INTEREST DISCLOSURE.</u>
12.	<u>DECLARED DISASTER.</u>	33.	<u>PAYMENT.</u>
13.	<u>DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM.</u>	34.	<u>PERFORMANCE MEASURES.</u>
14.	<u>DURATION.</u>	35.	<u>PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.</u>
15.	<u>EMPLOYEE VERIFICATION.</u>	36.	<u>PROHIBITION ON POLITICAL ACTIVITY.</u>
16.	<u>ENTIRE AGREEMENT.</u>	37.	<u>REMEDIES CUMULATIVE.</u>
17.	<u>FAMILIARITY WITH LAWS</u>	38.	<u>SEVERABILITY.</u>
18.	<u>NON-DISCRIMINATION.</u>	39.	<u>SUBCONTRACTOR REPORTING.</u>
19.	<u>EXCLUSIVE JURISDICTION AND VENUE.</u>	40.	<u>SURVIVAL.</u>
20.	<u>EXTENSION.</u>	41.	<u>SUSPENSION.</u>
21.	<u>FORCE MAJEURE.</u>	42.	<u>TERMINATION FOR CAUSE.</u>
		43.	<u>TERMINATION FOR CONVENIENCE.</u>

44. **TERMINATION FOR NON-APPROPRIATION.**

45. **TERMS BINDING.**

1. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.**

The 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 Contract, that the City 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.

2. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.**

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract 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 Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The 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 the Contractor are outside the normal course and scope of the City's usual business; and

46. **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.**

- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the 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.

3. **ASSIGNABILITY.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

4. **AMENDMENT.**

The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. **AUDIT AND INSPECTION:**

- a. The Contractor will submit to any City audit, inspection, and review and, at the City'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 the City.

b. The Contractor 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. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.

A. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

B. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains

noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

C. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

D. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

8. 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.

9. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will 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 the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

10. 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.

11. 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 the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. DECLARED DISASTER.
A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City 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. Task Order. Notification and Personnel. Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor’s support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City’s needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to the Contractor. The City will 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 the City is provided with timely and accurate reports and other documentation, as requested.

13. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM.

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City’s Office of Supplier Diversity (“**OSD**”) oversees the DBE Program and assigns a DBE Compliance Officer (“**DBECO**”) to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. Cooperation. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Contractor.

b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor.

Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that

identify payer, payee and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification.

The OSD may grant a post-award modification request if:

a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity

submitted on DBE Compliance Form- 1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form - 1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions

from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

14. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

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

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

17. FAMILIARITY WITH LAWS

The Contractor shall be familiarized 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 Agreement.

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

18. NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, 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 Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City 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. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

19. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

20. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for four (4) additional one-year terms.

21. FORCE MAJEURE.

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor

and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

22. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

23. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

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

agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

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

24. INDEPENDENT CONTRACTOR STATUS. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

25. INVOICING. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement 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 the City is not liable. At a minimum, each invoice must include the following information: invoice number, contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may

also require additional supporting documentation to be submitted with invoices.

26. LIMITATIONS OF THE CITY'S OBLIGATIONS. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

27. LIVING WAGES.

A. Definitions. Unless otherwise expressly provided in this Agreement, 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. Current Living Wage. In accordance with the Living Wage

Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. 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 Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, 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 Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite
1800
New Orleans, Louisiana 70112

G. Compliance Monitoring.

Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the

pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

28. NO THIRD PARTY BENEFICIARIES.

The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

29. NON-EXCLUSIVITY.

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

30. NON-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.

31. NON-WAIVER.

The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor 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 the City’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.

32. OWNERSHIP INTEREST DISCLOSURE.

The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (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.

33. PAYMENT. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), or rendered, and approved by the City after receipt by the City of properly submitted invoice via the City's supplier portal.

34. PERFORMANCE MEASURES.

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

insurance certificates, and computer-generated reports).

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

35. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.

No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

36. 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.

37. 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.

38. SEVERABILITY. If a court of competent jurisdiction finds any provision of the 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 will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

39. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

40. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership,

indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

41. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

42. TERMINATION FOR CAUSE. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. 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 thirty (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.

43. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

44. 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 the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

45. TERMS BINDING. The terms and conditions of the Contract are

binding on any heirs, successors, transferees, and assigns.

46. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

[ATTACHMENTS F THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION 11.4.

THE DOCUMENTS IN THIS SECTION MUST BE COMPLETED AND SUBMITTED TO THE CITY UPON REQUEST FROM THE DEPARTMENT ADMINISTERING THE CONTRACT BUT PRIOR TO THE EXECUTION OF THE CONTRACT.

OTHER DOCUMENTS WILL BE REQUIRED. THE DEPARTMENT WILL SUBMIT THE REQUEST TO THE SELECTED RESPONDENT.

**ATTACHMENT F
CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

**THE TAX CLEARANCE AUTHORIZATION IS ATTACHED
SEPARATELY TO THIS RFP ON THE SUPPLIER PORTAL**

[ATTACHMENTS G THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

**ATTACHMENT G
CITY OF NEW ORLEANS
IDENTIFICATION OF SUBCONTRACTORS**

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 City of New Orleans
Solicitation No. _____.

3. The Respondent hereby identifies the following persons, natural or artificial, who are
retained by Respondent at the time the attached proposal is submitted and who are expected to
perform work as subcontractors in connection with the Respondent's work for the City.
Respondent hereby acknowledges and agrees that when new subcontractors not previously
named are added to the project, they must be promptly identified to the City User Department
within 48 hours of the change. The official change may not take place unless and until the City
provides its written approval.

Person(s) and Company Name (if applicable)

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 #

[ATTACHMENTS H THRU I ON FOLLOWING PAGES]

**ATTACHMENT H
CITY OF NEW ORLEANS
AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS**

STATE OF _____

COUNTY/PARISH OF _____

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

1. He/She is the _____ (*title*) and authorized representative of
_____ (*entity*), the "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.

3. The Respondent hereby confirms that _____ (*entity*) is

- compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.
- unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

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 I ON FOLLOWING PAGES]

SECTION 11.5.
SAMPLE AGREEMENT

ATTACHMENT I
CITY OF NEW ORLEANS
SAMPLE AGREEMENT COOPERATIVE ENDEAVOUR AGREEMENT

**COOPERATIVE ENDEAVOR
AGREEMENT**

BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND

PARTY NAME

PROJECT DESCRIPTION

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “**City**”), and **NAME OF PARTY**, represented by **NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY** (the “**Party Reference**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, the **Party Reference** is a **TYPE OF ENTITY (POLITICAL SUBDIVISION OR POLITICAL CORPORATION OF THE STATE, A PRIVATE OR PUBLIC, CORPORATION, LLC, NON-PROFIT, PARTNERSHIP, AN INDIVIDUAL, A PUBLIC OFFICIAL, ETC.)**, which principal address is located at **MAILING ADDRESS OF CONTRACTOR**;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of

Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City and the **Party Reference** desire to accomplish a valuable public purpose of *[insert general description of public purpose to be served]* by *[insert general description of activity in the CEA]*;

WHEREAS, the **Party Reference** *[insert general description of what the party will give or do and what the City will receive]*; and

WHEREAS, the City *[insert general description of what the City will give or do]*.

NOW THEREFORE, the City and the **Party Reference**, each having the authority to do so, agree as follows:

ARTICLE I - THE PARTY REFERENCE’S OBLIGATIONS

[For example, if services are involved, the User Entity can refer to Article I in template of professional services agreement:]

- A. Services.*
- B. Schedule.*
- C. Invoices.*

D. Audit and Inspection.

E. Insurance.

Etc.

ARTICLE II - THE CITY'S OBLIGATIONS

A. **Administration.** The City will:

1. Administer this Agreement through the **NAME OF THE CITY DEPARTMENT RESPONSIBLE FOR MONITORING THIS AGREEMENT**;

2. Provide the **Party Reference** with **IDENTIFY ANY SPECIFIC DOCUMENTS TO BE PROVIDED** and other documents deemed necessary for the **Party Reference**'s performance of any work required under this Agreement;

3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the **Party Reference**; and

4. **INSERT ANY ADDITIONAL OBLIGATIONS FOR THE CITY.**

ARTICLE III – FUNDING OR COMPENSATION

A. **Maximum Amount.** The maximum amount funded **OR** payable by the City under this Agreement is **INSERT NUMERICAL MAXIMUM DOLLAR AMOUNT.**

B. *[Add any related information and conditions. Examples: rate, notice of payment, etc.]*

ARTICLE IV - DURATION AND TERMINATION

A. **Term.** The term of this agreement shall be for 1 year from the Effective Date.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and

that additional funding, if required, is allocated by the City Council.

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

D. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

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

ARTICLE V - INDEMNITY

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and

judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

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

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

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

ARTICLE VI - INSURANCE

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

- a. **Minimum Requirements:**
- b. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status.** **The Contractor will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, 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 coverage can be provided in the form of an endorsement to the Contractor's 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 City of New Orleans Risk Manager as Certificateholder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06— City Hall, New Orleans, LA 70112.

- ii. Primary Coverage. For any claims related to this contract, **the Contractor's insurance coverage shall be primary** insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.
- iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract 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 5 years after the termination of this agreement

- iv. Waiver of Subrogation. **The Contractor and its insurers agree to waive any right of subrogation** which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.
- v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to the City of no less than 60 days.**
- vi. 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 the City.

2. The **Party Reference** will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: **INSERT TITLE OF CEA IF APPLICABLE**) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

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

3. Without notice from the City, the **Party Reference** will:

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared

bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

- c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VII - PERFORMANCE MEASURES

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

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

ARTICLE VIII – LIVING WAGES

To the fullest extent permitted by law, the **Party Reference** agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If the **Party Reference** fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

ARTICLE IX – HIRENOLA PROGRAM

The **Party Reference** agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the **Party Reference** fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

ARTICLE X - NON-DISCRIMINATION

A. Equal Employment Opportunity.

In all hiring or employment made possible by, or resulting from this Agreement, the **Party Reference** (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor’s employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. *Non-Discrimination.* In the performance of this Agreement, the **Party Reference** 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 the City working with the **Party Reference** in any of **Party Reference**’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 **Party Reference** 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. *Incorporation into Subcontracts.* The **Party Reference** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the **Party Reference** fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status.* The **Party Reference** is an independent

contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

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

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

D. Waiver of Benefits. The **Party Reference**, as an independent contractor, will not receive from the City 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 the City under this Agreement.

ARTICLE XII - NOTICE

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

1. To the City:

**NAME AND ADDRESS
OF THE CITY
DEPARTMENT
RESPONSIBLE FOR
MONITORING THIS
AGREEMENT**

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite
5E03
New Orleans, LA 70112

2. To the Contractor:

**NAME AND ADDRESS
OF POINT OF CONTACT
FOR PARTY
REFERENCE TO
RECEIVE NOTICES**

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

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

ARTICLE XIII - ADDITIONAL PROVISIONS

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

parties to this Agreement.

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

C. Audit and Other Oversight. The **Party Reference** will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the **Party Reference** to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the **Party Reference** agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

E. Compliance with City's Hiring Requirements – Ban the Box.

- i. The **Party Reference** agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the **Party Reference** must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.
- ii. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this

Agreement. Upon learning of any such breach, the City will provide the **Party Reference** notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the **Party Reference** remains noncompliant, the City may move to suspend payments to the **Party Reference**, void the Agreement, or take any such legal action permitted by law or this Agreement.

- iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.
- iv. The **Party Reference** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-**Party Reference** to comply with those provisions.

F. Conflicting Employment. To ensure that the **Party Reference**'s efforts do not conflict with the City's interests, and in recognition of the **Party Reference**'s obligations to the City, the **Party Reference**

will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The **Party Reference** will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the **Party Reference**'s performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

G. Construction of Agreement.

Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the 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 the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the **Party Reference** on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. 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 5 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.

I. Dealer License.

The **Party Reference** swears that it possesses a valid dealer's license issued under the provision of La. R.S. 32:1254, a copy of which license is incorporated into this Agreement as Exhibit "_____."

J. Employee Verification.

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

K. Entire Agreement.

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

L. Exhibits.

The following exhibits will be and are incorporated into this Agreement: *[list all exhibits to incorporate in the Agreement]*.

M. Jurisdiction. The **Party Reference** 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 **Party Reference**.

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

O. No Expectation of Benefit or Special Treatment. The **Party Reference** swears that, as a result of the donation of the services that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

P. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

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

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

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

T. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; *[List of all incorporated documents in descending order]*.

U. Ownership Interest Disclosure. The **Party Reference** will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the **Party Reference** and stating that no other person holds an ownership interest in the **Party Reference** via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the **Party Reference** fails to submit the required affidavit, the City may, after 30 days' written notice to the **Party Reference**, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

V. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the **Party Reference** in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs,

source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the **Party Reference**'s personnel and administrative records and any tools, systems, and information used by the **Party Reference** to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the **Party Reference**'s consent and for no additional consideration to the **Party Reference**.

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

X. Prohibition on Political Activity. None of the funds, materials, property, or

services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

Z. Restrictions on Subleases. The **Party Reference** may not enter into any sublease without the prior approval of the Council of the City of New Orleans.

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

BB. Special Conditions for XXXX Contracts. The "XXXX Compliance Provisions for Professional Services Contracts," attached as Exhibit "___" to this Agreement, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents, to the contrary, upon the City's notice to the **Party Reference** that the City intends to seek reimbursement from the XXXXX Program in connection with the work to be performed under this Agreement.

CC. Subcontractor Reporting.

The **Party Reference** will provide a list of all natural or artificial persons who are retained by the **Party Reference** at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the **Party Reference**'s work for the City. For any subcontractor proposed to be retained by the **Party Reference** to perform work on the Agreement with the City, the **Party Reference** must provide notice to the City within 30 days of retaining that subcontractor. If the **Party Reference** fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

DD. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, and **IDENTIFY ANY OTHER PROVISIONS THAT SHOULD SURVIVE TERMINATION** shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

ARTICLE XIV – COUNTERPARTS

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

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

IN WITNESS WHEREOF, the City and the **Party Reference**, through their duly authorized representatives, execute this Agreement.

NAME OF PARTY

CITY OF NEW ORLEANS

BY: _____

BY: _____
LATOYA CANTRELL,
MAYOR

**NAME AND TITLE OF
INDIVIDUAL
INDICATED IN PROOF
OF SIGNING
AUTHORITY**

Executed on this _____
of _____
_____, 202__

FEDERAL TAX I.D. **OR**
SOCIAL SECURITY NO.

FORM AND LEGALITY
APPROVED:
Law Department

[EXHIBIT(S) XXXX C CONTAINED
ON NEXT PAGE(S) ~~or~~ ATTACHED
SEPARATELY (if too voluminous)]

By: _____
Printed Name: _____

[END OF SOLICITATION]

[The remainder of the page is intentionally left blank]



Cover Sheet

RFP Number: 1193
Subject: Advanced Broadband and Smart City Systems
Date: June 17, 2021
Respondent: Smart+Connected NOLA

Name of Firm	Jacobs	Qualcomm	JLC Infrastructure
Address	[REDACTED]	[REDACTED]	[REDACTED]
E-mail Address	[REDACTED]	[REDACTED]	[REDACTED]
Telephone Number	[REDACTED]	[REDACTED]	[REDACTED]
Name of Contact Person	Kevin Ferguson	Sanjeet Pandit	Andrew Kim

DEPARTMENT OF FINANCE
BUREAU OF PURCHASING

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

JULIEN MEYER
CHIEF PROCUREMENT OFFICER

July 2, 2021

VIA EMAIL ONLY
Smart+Connected NOLA

[REDACTED]
New Orleans, LA 70112
ATTN: Andrew Kim

Via email: [REDACTED]@jlcinfra.com

RE: Advanced Broadband and Smart City Systems
City of New Orleans Request for Proposals No. 1193

I am pleased to inform you that the City of New Orleans (City) selected your proposal and will now enter into contract negotiations with Smart+Connected NOLA. This selection does not guarantee a contract and the City is not responsible for any costs you incur or obligations you enter in anticipation of the contract.

The Mayor's Office of Utilities (see below contact information) will contact you to initiate those negotiations. You can direct questions and submissions to: Jonathan Rhodes, Director, Mayor's Office of Utilities. Said person can be reached by phone at (504) [REDACTED] and via email at [REDACTED]@nola.gov .

Additionally, I request that you complete and submit a DBE Compliance Form-1 to the City's Office of Supplier Diversity within 10 calendar days from the date of this letter. This form is used to establish your DBE commitment on a response to a City solicitation. Said submission can be accomplished via email at [REDACTED]@nola.gov, or in person at 1340 Poydras Street, 18th Floor.

Once the negotiations are successful and the required information and documents are provided, reviewed and approved by the City, the City Attorney's Office will generate and present you with a written contract for signature. Once full executed, the City will then issue an authorized purchase order.

Please remember that you must not provide goods and/or services to the City without obtaining an authorized purchase orders.

This office remains available if you have any other questions. Thank you for doing business with the City of New Orleans.

Sincerely,

Kai Wells

Electronically Signed
on Behalf of

Julien Meyer
Chief Procurement Officer

Cc (via email only): Jonathan Rhodes, Director, Mayor's Office of Utilities

1300 PERDIDO STREET | [REDACTED] | NEW ORLEANS, LOUISIANA | 70112
PHONE [REDACTED] | FAX [REDACTED]



July 28, 2021

PROTEST OF AWARD
*Pursuant to City of New Orleans Chief Administrative Office
Policy Memorandum No. 130 - Procurement Protest Policy*

Via email: jpmeyer@nola.gov, and Hand Delivery

Julien Meyer
Chief Procurement Officer (CPO)
Office of Procurement/Bureau of Purchasing
City of New Orleans



Re: Protest by Cox Louisiana Telcom, LLC d/b/a Cox Business to City of New Orleans Request for Proposals No. 1193 for Advanced Broadband and Smart City Systems Selection and Award to Smart+Connected NOLA

Dear Mr. Meyer,

Cox Louisiana Telcom, LLC d/b/a Cox Business (“Cox”)¹ hereby protests the City’s selection and intent to award Smart+Connected NOLA a contract pursuant to the Smart City RFP, as indicated by your letter of July 7, 2021.² Pursuant to the criteria established by the Smart City RFP, City of New Orleans Chief Administrative Office Policy Memoranda, the Louisiana Public Bid Law set forth in Title 38 of the Louisiana Revised Statutes, and Louisiana’s Code of Ethics set forth in Title 42 of the Louisiana Revised Statutes, Smart+Connected NOLA has a direct conflict of interest in the award and must be disqualified. As the second-ranked proposer, the selection and award must go to Cox.

In accordance with CAO Policy Memorandum No. 130, Cox has standing to file this protest. Cox timely submitted a proposal in response to the Smart City RFP; Cox received the second highest rank in scoring criteria; and Cox would receive the Selection in the event this

¹ Cox Louisiana Telcom, LLC d/b/a Cox Business, 

² See Exhibit A - Notice of Non-Award (dated 07/07/2021).

protest is successful.³ Cox timely files this protest within the close of fifteen business days (15) after Cox knew or should have known of the factual basis for this protest.⁴

As of the date of this filing, the City has provided some but not all documents responsive to Cox's July 12, 2021 Public Records Request relating to the proposals, the evaluation and selection process, and/or the application of the scoring criteria. Upon Cox's receipt of the remaining designated public records from the City, Cox intends to supplement and amend this Protest, and hereby reserves all rights to review the requested public records and provide additional information and argument to the City confirming additional grounds for the disqualification of Smart+Connected NOLA.

REASONS FOR PROTEST

Conflict of Interest – Smart+Connected NOLA's member entities, Qualcomm Technologies, Inc. ("Qualcomm"), Jacobs Engineering Group, Inc. ("Jacobs Engineering"), and JLC Infrastructure ("JLC") are business partners and collaborators with City consultant, IGNITE Cities. As a product of their collaboration, Qualcomm and its partners in the Qualcomm Smart City Accelerator Program, including City consultant IGNITE Cities, drafted the integral basis of the New Orleans Smart City RFP. A party who drafted all or part of the RFP or collaborated in the drafting of the RFP cannot later be awarded a contract under the RFP. Such an award is in direct contravention of the Louisiana Public Works Act and the Louisiana Code of Governmental Ethics. Any contract signed by Smart+Connected NOLA and the City is subject to rescission.⁵

I. SUMMARY OF FACTS

A. The Smart City RFP

On or about April 16, 2021 the City of New Orleans ("City") published a Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193 (the "Smart City RFP").⁶ The City extended the Smart City RFP submittal deadline to June 17, 2021.⁷

The Smart City RFP is based on the "Smart City Movement," a movement developed by global consulting practice IGNITE Cities. Ignite Consulting, LLC d/b/a IGNITE Cities ("IGNITE") launched the "Connected City Consulting Practice" in January 2019.⁸ Through this

³ See Exhibit B – CAO Policy Memorandum No. 130 (VI)(A)(1-2).

⁴ See Exhibit B – CAO Policy Memorandum No. 130(VI)(B)(2).

⁵ Cox reserves the right to assert additional grounds to support its Protest within a reasonable time after the City provides a complete response to Cox's July 12, 2021 Public Records Request.

⁶ See Exhibit C – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193.

⁷ See Exhibit D – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193. Addendum No. One (1) (dated April 19, 2021).

⁸ See Exhibit E – Press Release - IGNITE CITIES Announces Connected City Consulting Practice: Partnerships with Mayors to Rethink Smart City Collaboration (dated January 17, 2019).

program, IGNITE both architects and delivers the tactical framework for a “smart city” through pro-bono partnerships with city mayors.⁹

IGNITE partnered with New Orleans Mayor Latoya Cantrell in mid-2020 to help bring free wi-fi to underserved neighborhoods in New Orleans to aid with at-home education during the COVID-19 pandemic.¹⁰ IGNITE contracted with the City of New Orleans to consult and advise the Mayor’s Office of Utilities and the Office of Information Technology and Innovation in drafting the Smart City RFP.¹¹ IGNITE acted as one with the City in developing and drafting of the published Smart City RFP. Upon the announcement of the Smart City RFP on April 16, 2021, Jonathan Rhodes, Director of the New Orleans Mayor’s Office of Utilities, acknowledged IGNITE for their help in the development of the Smart City RFP, stating “I’d like to thank our partners at Ignite Cities, who have provided assistance to help New Orleans understand the power of the Smart City approach to digital equity.”¹²

The purpose of the Smart City RFP was to seek a vendor to develop and implement a comprehensive smart city infrastructure to improve city services, reduce costs to the City, and increase digital equity for residents and businesses.¹³ In total, a successful proposer needed to build and facilitate the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access, as well as Smart City applications such as smart street lighting, traffic management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that would improve services, reduce costs, generate new revenue and foster innovation and economic development.

The general scoring matrix provided in the Smart City RFP was as follows:

○ Adequacy of Solution and Soundness of Approach	0-50 Points
○ Digital Inclusion Proposal	0-15 Points
○ Capabilities of Organization and Personnel	0-10 Points
○ Implementation Plan	0-10 Points
○ DBE	0-15 Points
○ Total	100 Points

The Smart City RFP also provides in Section 9.8 that the City adheres to the Louisiana Code of Government Ethics contained in La. Rev. Stat. 42:1101, et seq. (“Code of Ethics”), establishing that prospective respondents submitting a qualification submission warranted that there were no “conflicts of interest” related to the solicitation that would violate applicable

⁹ See Exhibit F – IGNITE Cities “Our work;” See also Exhibit G - IGNITE Cities Contract with the City of Miami.

¹⁰ See Exhibit H – News Article – “Underserved students in four cities are about to get free Wi-Fi.”

¹¹ The City’s Office of Information Technology and Innovation facilitates effective, cost efficient use of technology by spearheading the assessment and deployment of technology-based business management solutions, and service delivery strategies.

¹² See Exhibit I – City of New Orleans Smart City RFP Announcement Press Release (dated April 16, 2021).

¹³ See Exhibit C – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193, page 3, section 2.3.

Louisiana law.¹⁴ Respondents were required to submit an Affidavit of Conflict of Interest Disclosure with their proposal in response to the Smart City RFP.¹⁵ Respondents were required to confirm under oath if a conflict of interest existed, did not exist, or may exist with city officials or employees in connection with the Solicitation.¹⁶ The form of the sworn affidavit provided in the RFP expressly called for the disclosure of any “business relationships that the Respondent, the proposed subcontractors, and their principals have with city officials or employees. The Smart+Connected NOLA proposal included an Affidavit of Conflict of Interest Disclosure which failed to disclose its business and consulting relationships with IGNITE, the City’s primary consultant on the RFP.¹⁷ For the purposes of conflicts of interest under Louisiana law, a consultant such as IGNITE, is deemed to be a “public servant”.¹⁸ Smart+Connected NOLA’s business relationship with IGNITE and its blatant conflict of interest in the RFP is disqualifying.

It is worth noting that the Affidavit of Conflict of Interest Disclosure submitted for Smart+Connected NOLA was signed and submitted by “MJE-Loop Capital Partners, LLC, d/b/a JLC Infrastructure, sponsor of Smart+Connected NOLA.”¹⁹ Each of the remaining principals of the consortium, namely Qualcomm, Jacobs Engineering and Zyter, failed to submit an Affidavit of Conflict of Interest Disclosure, as required by the RFP. This failure, in and of itself, is disqualifying for Smart+Connected NOLA.

B. Smart+Connected NOLA: IGNITE Cities, Qualcomm Technologies, & the City of New Orleans

Upon information and belief, Smart+Connected NOLA is a joint venture or “Special Purpose Vehicle” comprised of four entities: Qualcomm Technologies, Inc., Jacobs Engineering Group Inc., JLC Infrastructure, and Zyter.²⁰

Qualcomm is a wireless technology company based out of San Diego. In 2019, Qualcomm launched its Smart Cities Accelerator Program (“Qualcomm Accelerator Program.”). Similar to the Smart City RFP and the basis of Smart City Movement developed by IGNITE Cities, the Qualcomm Accelerator Program was purportedly “designed to connect cities, municipalities,

¹⁴ See Exhibit C – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193, page 18, section 9.8.

¹⁵ See Exhibit C – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193, page 51, Attachment C.

¹⁶ See Exhibit C – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193, page 51, Attachment C.

¹⁷ See Exhibit S - JLC Infrastructure Affidavit of Conflict of Interest Disclosure.

¹⁸ A “public servant” is defined in La. Rev. Stat. 42:1102 as anyone “engaged in the performance of a governmental function.”

¹⁹ See Exhibit S - JLC Infrastructure Affidavit of Conflict of Interest Disclosure.

²⁰ The Smart+Connected proposal states that the Smart+Connected consortium comprises Qualcomm, Jacobs, JLC, and Zyter. However, Zyter is not listed as a respondent on the Smart+Connected NOLA proposal, but instead listed as a member of the Smart+Connected team as the “Smart City platform provider, general contractor, and operations.” See Smart+Connected Proposal, page 1-9. Smart+Connected proposal in its entirety is hereby incorporated into this Protest by reference.

government agencies, and enterprises with an ecosystem of providers to help deliver greater efficiencies, cost savings, safety, and sustainability.”²¹

According to recent publications, the Qualcomm Accelerator Program operates through cohesive partnerships called “Ecosystem Partners” or “Ecosystem Members.” Ecosystem partners of the Qualcomm Accelerator Program are granted access to resources, member matchmaking and marketing opportunities through programs designed by Qualcomm to help drive innovation.²² The Qualcomm Accelerator Program “provid[es] connections that help make smart city visions a reality.”²³ Specifically, the Qualcomm Accelerator Program provides a *“focus on nurturing joint business opportunities with member companies by recommendation through online, customer-facing systems, and requests for proposals.”*²⁴ Emphasis added. Collaboration among partners in the drafting of RFP’s is not merely a suggestion of the Qualcomm Accelerator Program, but an integral part of its purpose and continued success.

Two of these Qualcomm Accelerator Program ecosystem partners include Smart+Connected NOLA entities, JLC Infrastructure, a Chicago-based investment and asset management firm, and City consultant IGNITE Cities.²⁵ Per the respective press releases published by each ecosystem partner in June 2020, within their respective roles in The Qualcomm Smart Cities Accelerator Program, Qualcomm provided technology innovation and leadership; JLC provided its vast network of essential municipal and construction relationships, and IGNITE Cities provided their expertise in building municipal partnerships and successfully resolving complex city issues.²⁶

The relationship between Qualcomm, IGNITE Cities, and the City of New Orleans through the Smart Cities Accelerator is widely publicized. At the second annual Qualcomm Smart Cities Accelerate 2020 event, Qualcomm Ecosystem Members were provided with quote sheets from Smart City Accelerator partners. A quote from New Orleans Mayor LaToya Cantrell read, **“I’m looking forward to exploring the possibilities of a private LTE network for smart city deployment in New Orleans, working alongside experienced technology leaders like Qualcomm Technologies and IGNITE CITIES to ensure all residents are connected across**

²¹ With proven expertise in commercially deployed solutions, program members include hardware and software providers, cloud solution providers, system integrators, design and manufacturing companies, as well as those offering end-to-end smart city solutions. See Exhibit L - Qualcomm Smart Cities Accelerator Program Home Page.

²² See Exhibit K - Qualcomm Advantage Network Home Page.

²³ See Exhibit L - Qualcomm Smart Cities Accelerator Program Home Page.

²⁴ See Exhibit L - Qualcomm Smart Cities Accelerator Program Home Page.

²⁵ See Exhibit J(1) - Qualcomm, JLC Infrastructure and IGNITE Collaborate To Enable Key Segments with Smart Cities Solutions Press Release (dated June 8, 2020).

²⁶ See Exhibit J(1) - Qualcomm, JLC Infrastructure And IGNITE Collaborate To Enable Key Segments with Smart Cities Solutions Press Release (dated June 8, 2020);

See Exhibit J(2) JLC Infrastructure Press Release - Qualcomm, JLC Infrastructure and IGNITE Collaborate to Enable Key Segments with Smart Cities Solutions (dated June 8, 2020); and

See Exhibit J(3) - IGNITE Cities Press Release - Qualcomm, JLC Infrastructure and IGNITE Collaborate to Enable Key Segments with Smart Cities Solutions (dated June 8, 2020).

every community and to enable a foundation for new economic opportunities.”²⁷ In an interview dated April 22, 2021, six (6) days after the City announced the Smart City RFP, Sanjeet Pandit, Qualcomm Technologies’ head of Smart Cities, stated that “[w]orking closely with our Smart Cities Accelerator Program ecosystem partner, IGNITE CITIES, we’ve seen New Orleans, Miami, Honolulu, and other cities embrace opportunities such as moving toward private LTE CBRS networks.”²⁸ This interview, published six days after the announcement of the Smart City RFP, was given by the same Sanjeet Pandit who helped author and sign the Smart+Connected NOLA proposal that was later awarded the contract by the City of New Orleans.

It is apparent that the City’s relationship and collaboration with Qualcomm and INGITE Cities stretches prior to the award of the Smart City RFP. Within the partnership and collaboration between IGNITE Cities and Qualcomm through the Qualcomm Accelerator Program, it is generally understood that Qualcomm, and its ecosystem members, including Smart+Connected NOLA entity JLC Infrastructure, and City consultant IGNITE Cities drafted, in whole or in part, the integral basis of the Smart City RFP, through extensive collaboration to submit its proposal to the City of New Orleans. In other words, Qualcomm and its partners at Smart+Connected NOLA held a distinct and unwarranted advantage in responding to the Smart City RFP because they had or were afforded access to the request before any other proposer, thereby creating an unlevel playing field.

C. The Proposals

Cox timely submitted its proposal on or before June 17, 2021. According to the BRASS data entry there were six responsive bidders who appear to have timely submitted a proposal: Cox, Samsung Electronics America, Inc., Maverick Cont. Corp., QUBE-MRS LLC, Wi-Fiber, LLC, and MJE-Loop Capital Partners, LLC.²⁹ Smart+Connected NOLA is NOT identified as a proposer on the BRASS list. Upon information and belief, MJE-Loop Capital Partners, LLC submitted the proposal for Smart+Connected NOLA, as MJE-Loop Capital Partners LLC is the parent company of JLC Instructure.

By letter dated July 7, 2021, from the City’s Chief Procurement Officer transmitted to Leigh King via email, Cox was notified that the City made its selection on June 30, 2021, and did not select Cox’s proposal. The City advised Cox of its intent to enter into contract negotiations with an entity called Smart+Connected NOLA. The letter stated that “[Smart+Connected NOLA’s] proposal was determined to be most responsive to the needs of the City, taking into consideration the evaluation factors set forth in the above mentioned solicitation.”³⁰ Cox’s

²⁷ See Exhibit Q - Qualcomm Smart Cities Accelerate 2020 Ecosystem Member Quote Sheet (dated December 6, 2020).

²⁸ See Exhibit R - Q&A with Sanjeet Pandit, Qualcomm Technologies’ head of Smart Cities (dated April 22, 2021).

²⁹ See Exhibit M – BRASS listing of Submittals.

³⁰ See Exhibit A – Notice of Non-Award (dated 07/07/2021).

proposal received the second highest score.³¹ The published results of the Selection Committee show:

RANK 1 –	Smart+Connected NOLA	Total Points = 458
RANK 2 –	Cox Louisiana Telcom	Total Points = 318
RANK 3 –	Foresite Group, LLC	Total Points = 275
RANK 4 –	Wi-Fiber, LLC	Total Points = 268
RANK 5 –	Urban Innovative Partners, LLC	Total Points = 217

II. LEGAL GROUNDS FOR PROTEST

A. The Louisiana Public Bid Law set forth in Title 38 of the Louisiana Revised Statutes Expressly Prohibits all Smart+Connected NOLA Collaborators from Receiving the Contract.

The Home Rule Charter of the City of New Orleans Article VI, Chapter 3, Section 6-308(5)(b) requires the Mayor to establish by Executive Order, a competitive selection procedure for the procurement and award of professional service contracts. Executive Order LC 20-01 promulgates guidelines and procedures to govern the procurement of professional serviced by contract for the Executive Branch of the city government.³² LC 20-01 (7) and (8) establishes that CPO must both promulgate written procedures for the awarding of professional service contracts and create and publish a standardized Request for Proposals (“RFP”) and Request for Qualifications (“RFQ”).³³

Executive Order LC 18-01, in accordance with the Section 4-206(3)(C) of the Home Rule Charter of the City of New Orleans, establishes the authority of the Chief Procurement Officer (“CPO”) to develop procedures governing the “procurement, management, control, and disposal of any and all supplies, services, and construction procured by the City,” and for the procedures to be enacted as Chief Administrative Office (“CAO”) Policy Memoranda.³⁴ The City’s Chief Administrative Office enacted CAO Policy Memorandum 113(R) regarding the Procurement of Public Works and Construction.³⁵ CAO Policy Memorandum No. 113 (R) cites Public Bid Law La. R.S. 38:2211-2296 as the legal authority which governs contracts for Public Work and the purchase of materials and supplies by public entities that meet certain threshold requirements.³⁶ Specifically, La. R.S. 38:2234 – La. R.S. 38:2237.1 governs the procurement of telecommunication and data processing systems, whether the competitive bidding process is through a request for proposal (RFP) or an invitation for bids³⁷

³¹ The City’s composite scoring sheet, together with each selection committee member’s individual scoring sheet, evaluations and notes are hereby incorporated into this Protest by reference.

³² See Exhibit N – LC 20-01.

³³ See Exhibit N – LC 20-01 (7) – (8).

³⁴ See Exhibit O – LC 18-01.

³⁵ See Exhibit P – CAO Policy Memorandum No. 113(R).

³⁶ See Exhibit P – CAO Policy Memorandum No. 113(R) (II)(A)(1.) La. R.S. 38:2211 through 2296 is the set of laws that governs contracts for Public Work and the purchase of materials and supplies by public entities that meet certain threshold requirements.

³⁷ La. R.S. 38:2234 – La. R.S. 38:2237.1; La. R.S. 38:2237(10)(B).

This is further echoed and implemented by the City in the Smart City RFP Section 9.8 establishing that prospective respondents submitting a qualification submission warranted that there were no “conflicts of interest” related to the solicitation that would violate applicable Louisiana law.³⁸ As such, the Smart City RFP is subject to the limitations on consultants competing for contracts prescribed by La. R.S. 38:2212.7, which states:

*Any person contracting with an agency for the purposes of developing bidding documents, requests for proposals, or any other type of solicitation related to a specific procurement shall be prohibited from bidding, proposing, or otherwise competing for award of that procurement. Such persons shall further be prohibited from participating as subcontractors related to the award of that procurement.*³⁹

Here, City consultant IGNITE implemented the Smart City proposal drafted by Qualcomm from their partnership with IGNITE and JLC Infrastructure in the Qualcomm Accelerator Program, into the Smart City RFP issued by the City of New Orleans. The City then sought proposals from entities willing to enter contracts with the City to deploy advanced wireless and wireline infrastructure and address the digital divide and community needs. Of the six responses received by the City for the Smart City RFP, the City did not select Cox’s proposal, and instead chose to award and enter into contract negotiations with Smart+Connected NOLA, an entity comprised of two of the three entities involved in drafting the same Smart City RFP, in stark conflict and violation of La. R.S. 38:2212.7.

The City was well aware of the ongoing collaboration between Qualcomm, JLC Infrastructure and its primary consultant IGNITE, as indicated in Section I.B. above. In the June 8, 2020 press release titled “*Qualcomm, JLC Infrastructure And IGNITE Collaborate to Enable Key Segments with Smart Cities Solutions*”, the collaborators stated as follows:

Qualcomm Technologies, Inc., JLC Infrastructure (“JLC”) and IGNITE Cities (“IGNITE”) today announced a strategic collaboration to develop and deliver a suite of smart and connected technology solutions to help meet the needs of customers in the commercial, industrial and municipal sectors. **To help make the collaboration a commercial reality**, Qualcomm Technologies intends to bring its technology innovation and leadership, JLC intends to leverage its vast network of essential municipal and construction relationships, **and IGNITE intends to provide its expertise in building municipal partnerships** and successfully resolving complex city issues.

³⁸ See Exhibit C – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193, page 18, section 9.8.

³⁹ La. R.S. 38:2212.7.

This perhaps explains why IGNITE offers to assist Cities on a “pro bono” basis. Its purpose, of course, is to make the collaboration a “commercial success” by affording its partners a competitive advantage in gaining government contracts⁴⁰

B. Smart+Connected NOLA and its Member Entities are in Violation of the Louisiana Code of Ethics, and Contract Signed by Smart+Connected NOLA and the City is Subject to Recission

Pursuant to La. Rev. Stat. 42:1101, et seq., and Section 9.8 of the Smart City RFP, the award to Smart+Connected NOLA must be rescinded because it is in direct violation of the Louisiana Code of Ethics. In other words, Smart+Connected NOLA’s extensive and ongoing collaboration with IGNITE, the City’s primary consultant in drafting the Smart City RFP, is disqualifying. The Louisiana Commission on Ethics will have no choice but to rescind any contract entered into with the City. (La. Rev. Stat. 42:1152). While Cox does not accuse the City itself of any violative conduct, the fact is that IGNITE, while in active partnership and/or collaboration with Qualcomm, JLC and Jacobs, was acting as a public servant when it consulted with the City regarding the development of language in the RFP.⁴¹

A “public servant” is defined in La. Rev. Stat. 42:1102 as anyone “engaged in the performance of a governmental function.” The Ethics Commission has interpreted this definition broadly to include individuals who are not actually employed by a governmental entity. For example, in Advisory Opinion No. 85-166, the Ethics Commission stated that:

Brown & Butler, a private corporation, is found by the Commission to be a public servant subject to the Commission’s jurisdiction. A ‘public servant,’ for purposes of the Ethics Code, includes anyone engaged in the performance of a governmental function. By conducting a feasibility study for the State through the DOTD, Brown & Butler was engaged in the performance of a governmental function.

IGNITE is similarly situated; it drafted and collaborated with the City in drafting specific portions of the RFP that is being used to procure telecommunications services for the City of New Orleans, a government entity. This is the “performance of a governmental function” and therefore places IGNITE squarely in the “shoes” of the City of New Orleans, acting as a government agency. The fact that IGNITE was in a direct business relationship with Qualcomm and JLC, together with the fact that Qualcomm actually drafted, in whole or in part, the integral basis of the Smart City RFP, and extensively collaborated with IGNITE concerning the RFP, creates an un-waivable conflict of interest for Smart+Connected NOLA.

“Section 1112 A of the Code prohibits a public servant, including a governmental consultant, from participating in a transaction involving the governmental entity when the public

⁴⁰ See Exhibits J-1, J-2 and J-3. See also Exhibit G - IGNITE Cities Contract with the City of Miami.

⁴¹ Further, IGNITE and Smart+Connected NOLA have a substantial economic interest in the transaction.

servant has a personal substantial economic interest in that transaction of which he may be reasonably expected to know.” (Advisory Opinion No. 85-166, p. 5, emphasis added). Qualcomm and IGNITE are nationwide partners in Smart City developments. As such, they both reasonably expected to know that they had a substantial economic interest in the RFP.

RFP Section 9.8 specifically states that the RFP adheres to the Code of Ethics. However, even if it did not so state, the Commission of Ethics has considered complaints of ethics violations in many RFPs throughout its history. Cox will not be breaking any new ground by resorting to the Ethics Commission to contest an unlawful RFP award; the Commission’s archive of opinions is replete with examples of RFP challenges.

In Advisory Opinion 94-067, a public servant worked as a Planner for a governmental entity. She served as the contact person for the RFP published by the entity. Two months later, the official resigned from her government job and began working as the Director of Admissions for a college. As Director, the official sent a proposal in for the very RFP for which she was formerly listed as the contact person. The Commission found that the official violated several provisions of the Code of Ethics. Rather than imposing a fine on official, the Commission ordered that the award to the college “be rescinded and that [the college] be prohibited from receiving any funding under that proposal.” (Advisory Opinion 94-067, p. 11).

In Advisory Opinion 94-047, a private company had previously conducted a feasibility study concerning the possible expansion of community care in Orleans Parish. Later, that company attempted to respond to an RFP issued by the Department of Health and Hospitals for a community care program in selected parts of the state. While the Commission concluded that the company was eligible to submit a proposal, it was only allowed to do so “provided that the RFP [did] not include community care for Orleans Parish.” In other words, their work with the government in Orleans precluded them from writing a proposal which included that territory.

Louisiana law prohibits RFP awards procured through unethical means, or where, as here, a conflict of interest is present.

CONCLUSION

For these reasons, and pursuant to La. R.S. 38:2212.7 and other applicable local and state law, the City of New Orleans should rescind the notice of award to Smart+Connected NOLA and

award to Cox the contract contemplated by the Smart City RFP. Cox is the only responsive bidder.⁴²

Respectfully,



Martin Landrieu
Attorney for Protestor
Cox Louisiana Telecom, LLC d/b/a Cox Business

Cc Jonathan Rhodes, Director, Mayor's Office of Utilities
Leigh King, Cox Business

⁴² Again, Cox reserves the right to supplement and amend this Protest upon receipt and review of the Public Records Cox requested from the City, and, to the extent necessary to preserve its rights, hereby incorporates by reference those documents.

COX SMART CITY PROTEST LETTER
LIST OF EXHIBITS

- EXHIBIT A** – Notice of Non-Award (dated 07/07/2021)
- EXHIBIT B** – CAO Policy Memorandum No. 130
- EXHIBIT C** – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193
- EXHIBIT D** – Request for Proposals for Advanced Broadband and Smart City Systems, RFP No. 1193. Addendum No. One (1)
- EXHIBIT E** – Press Release - IGNITE CITIES Announces Connected City Consulting Practice: Partnerships with Mayors to Rethink Smart City Collaboration (dated January 17, 2019)
- EXHIBIT F** – IGNITE Cities “Our work”
- EXHIBIT G** – IGNITE Cities Contract with the City of Miami
- EXHIBIT H** – News Article – “Underserved students in four cities are about to get free Wi-Fi.”
- EXHIBIT I** – City of New Orleans Smart City RFP Announcement Press Release
- EXHIBIT J-1** – Qualcomm Press Release - Qualcomm, JLC Infrastructure and IGNITE Collaborate to Enable Key Segments with Smart Cities Solutions (dated June 8, 2020).
- EXHIBIT J-2** – JLC Infrastructure Press Release - Qualcomm, JLC Infrastructure and IGNITE Collaborate to Enable Key Segments with Smart Cities Solutions (dated June 8, 2020).
- EXHIBIT J-3** – IGNITE Cities Press Release - Qualcomm, JLC Infrastructure and IGNITE Collaborate to Enable Key Segments with Smart Cities Solutions (dated June 8, 2020).
- EXHIBIT K** – Qualcomm Advantage Network Home Page
- EXHIBIT L** – Qualcomm Smart Cities Accelerator Program Home Page
- EXHIBIT M** – BRASS listing of Submittals
- EXHIBIT N** – LC 20-01
- EXHIBIT O** – LC 18-01
- EXHIBIT P** – CAO Policy Memorandum No. 113(R)
- EXHIBIT Q** – Qualcomm Smart Cities Accelerate 2020 Ecosystem Member Quote Sheet (dated December 6, 2020)
- EXHIBIT R** – Q&A with Sanjeet Pandit, Qualcomm Technologies’ head of Smart Cities (dated April 22, 2021)
- EXHIBIT S** – JLC Infrastructure Affidavit of Conflict of Interest Disclosure (dated June 12, 2021)

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

JULIEN MEYER
CHIEF PROCUREMENT OFFICER

July 7, 2021

VIA EMAIL ONLY

Cox Louisiana Telcom, LLC dba Cox Business



ATTN: Leigh King

RE: Advanced Broadband and Smart City Systems
City of New Orleans Request for Proposals No. 1193

I regret to inform you that the City of New Orleans (City) did not select your proposal and will enter into contract negotiations with Smart+Connected NOLA.

Their proposal was determined to be most responsive to the needs of the City, taking into consideration the evaluation factors set forth in the above mentioned solicitation.

We thank you for your proposal and the time and effort involved in its preparation.

We hope that you will continue considering doing business with the City through future opportunities.

This office remains available if you have any other questions.

Sincerely,



Electronic Signature
on behalf of

Julien Meyer
Chief Procurement Officer

Cc (via email only): Jonathan Rhodes, Director, Mayor's Office of Utilities



**CITY OF NEW ORLEANS
CHIEF ADMINISTRATIVE OFFICE**

POLICY MEMORANDUM NO. 130

SEPTEMBER 24, 2014

TO: All Departments, Boards, Agencies and Commissions
FROM: Andrew D. Kopplin, First Deputy Mayor/ Chief Administrative Officer
SUBJECT: PROCUREMENT PROTEST POLICY

I. PURPOSE

This policy ensures the prompt procurement of needed goods and services in accordance with all applicable laws by establishing clear procedures and standards for administrative protests of procurements by the City of New Orleans.

II. APPLICATION

This policy shall apply to the City's competitive procurement of services, including without limitation professional services, goods, materials and supplies, and construction or public works; but does not include cooperative endeavor agreements; contracts let by the State of Louisiana; contracts to satisfy emergency needs during declared emergencies; and any procurements not subject to competitive procurement requirements.

III. DEFINITIONS

"**CPO**" means the Chief Procurement Officer of the City of New Orleans.

"**Person**" means any individual, partnership, corporation, limited liability company, joint venture, or other business entity.

"**Protester**" means the Person submitting a protest to a Solicitation or Selection.

"**Selection**" means the City's identification of the person to whom the City intends to award a contract or to qualify under a request for qualifications.

"**Solicitation**" means the process used for the procurement of services, materials, and supplies by the City through any form, including invitations to bid, requests for qualifications, and requests for proposals, as well as written documents used to request bids, responses, and proposals from prospective contractors.

IV. AUTHORITY

Executive Order MJL 10-04, in accordance with Section 4-206(3)(C) of the Home Rule Charter, establishes the authority of the CPO to develop procedures,



“governing the procurement, management, control, and disposal of any and all supplies, services, and construction procured by the City” and for the procedures to be enacted as Chief Administrative Office Policy Memoranda.

The CPO has the authority to conduct hearings and resolve protests of any City procurement subject to this policy by rejecting protests or by taking any action necessary to cure an error or impropriety, to the extent allowed by law. The CPO’s decision is the final and conclusive administrative remedy.

V. EFFECT OF PROTEST

The filing of a protest under this policy will not stay or limit any solicitation, contract, or qualification unless the CPO determines that a delay is in the City’s best interests. The deadlines contained in this policy will not be construed to limit in any way the City’s ability to make any Selection, enter into any contract, or take any other action with respect to a Solicitation allowed by law.

VI. PROTEST REQUIREMENTS

A. Standing

1. Protests of the content or type of a Solicitation, including, but not limited to, the conditions, specifications and/or requirements thereof, may be filed only by actual or prospective aggrieved Persons who are able to submit a responsible and responsive submission.
2. Protests of a Selection may be filed only by Persons: (1) who actually submitted a bid, response, or proposal in response to the Solicitation; and (2) who would receive the Selection if the protest is successful.

B. Protest deadline

1. A protest of a Solicitation must be filed no later than 72 hours prior to the deadline for the submission of bids, responses, or proposals. Failure to timely protest a Solicitation waives any right to challenge the Solicitation.
2. A protest of a Selection must be filed no later than the earlier of: (1) the close of business fifteen (15) business days after the Protester knew or should have known of the factual basis for the protest; or (2) the City’s execution of any contract arising from the Selection. Failure to timely protest a Selection waives any right to challenge the Selection.

These deadlines will not be construed to limit in any way the City’s ability to make any Selection, enter into any contract, or take any other action with respect to a Solicitation allowed by law.

C. Required contents: All protests must be in writing and submitted to the CPO via e-mail, facsimile, mail, or hand delivery. All supporting materials must be received by the protest deadline as set forth above. A protest must include the following, at a minimum:

1. Identification of the Solicitation at issue, including any Solicitation number;
2. The Protester's name, address, fax and telephone numbers, and e-mail address;
3. A description of the Protester's standing to submit the protest;
4. A clear and detailed statement of all legal and factual grounds for the protest, including appropriate references to the specific section of any materials, provided a protest of a Selection shall not include any grounds for protesting the Solicitation;
5. All documents, with an index, that the Protester believes are necessary to assess the legal or factual basis of the protest; and
6. A statement of the specific relief requested.

Protests that fail to meet any of the above requirements may be rejected. Grounds for protest not identified in a protest may not be considered.

VII. RESPONSES

- A. The CPO will notify the department requesting the procurement of any protest and invite the department to provide a written response.
- B. The CPO will notify the selected Person(s) of the protest of any Selection and give the selected Person the opportunity to provide a written response within five (5) calendar days of notification.
- C. If the protest is Disadvantaged Business Enterprise-related, the CPO will notify the Office of Supplier Diversity and invite the Office of Supplier Diversity to provide a written response.

VIII. DETERMINATION

- A. The CPO will promptly review and resolve all protests on the basis of the written protest, the Solicitation, the selected Person's response (if applicable), and any response provided by the City department requesting the procurement. No hearing will be provided.

B. The CPO will provide the Protester, the selected Person(s) (if applicable), and the responsible City department with a written decision stating the reasons for the decision.

IX. WAIVERS

Requests to waive any of these provisions must be approved by the Chief Administrative Officer in writing.

X. INQUIRIES

Questions regarding this memorandum should be forwarded to the Chief Administrative Office at (504) 658-8900.

Andrew D. Kopplin
First Deputy Mayor and
Chief Administrative Officer

ADK/MKZ

CITY OF NEW ORLEANS



REQUEST FOR PROPOSALS

FOR

**ADVANCED BROADBAND AND SMART CITY
SYSTEMS**

RFP NO. 1193

RELEASE DATE: 4/16/2021

SUBMISSION DEADLINE: 5/17/2021



KEY REMINDERS TO PROSPECTIVE RESPONDENTS

1. **READ THE SOLICITATION IN ITS ENTIRETY.**

2. **CONTACT THE DESIGNATED PURCHASING OFFICIAL ONLY.**

3. **CHECK THE SUPPLIER PORTAL PERIODICALLY.**

4. **TAKE ADVANTAGE OF THE QUESTION AND ANSWER PERIOD.**

5. **PROVIDE COMPLETE ANSWERS AND DESCRIPTIONS.**

6. **REVIEW THE RFP AND YOUR PROPOSALS BEFORE SUBMITTING.**

7. **SUBMIT YOUR PROPOSAL ON TIME.**

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SECTION 1 – DEFINITIONS

“*BRASS*” means Budget, Requisition, and Accounting Services System.”

“*City*” means the City of New Orleans.

“*Close Event*” means the date and time at which BRASS prohibits Respondents from submitting a response to the solicitation.

“*DBE*” means Disadvantage Business Enterprise.

“*Event*” means the solicitation (RFQ, RFP, ITB, ITQ) that the Bureau of Purchasing created to release it on the Supplier Portal of BRASS.

“*FEMA*” means the Federal Emergency Management Agency.

“*HUD*” means the U.S. Department of Housing and Urban Development.

“*OSD*” means the City’s Office of Supplier Diversity.

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

“*Purchasing Conference Room*” means the room adjacent to the Bureau of Purchasing located on the 4th floor of City Hall at 1300 Perdido Street, New Orleans, Louisiana 70112.

“*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.

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

SECTION 2 – OVERVIEW

2.1 Introduction

The Office of Information Technology and Innovation facilitates effective, cost efficient use of technology by spearheading the assessment and deployment of technology based business management solutions, and service delivery strategies.

The Office of Information Technology and Innovation strives to maximize the City’s IT value by providing a stable technology and network infrastructure, drive innovation and performance improvement to enhance the delivery of all City services and increase the availability of information to improve decision making for City employees as well as for the citizens of New Orleans.

2.2 Background

New Orleans’ critical infrastructure is essential to the smooth functioning of the city economy. Inequitable access to digital infrastructure restricts economic mobility while the lack of smart city technology impairs citizen services. To meet the needs of a growing city, we are encouraging the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access. Furthermore, the City seeks Smart City applications such as smart street lighting, traffic

management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that will improve services, reduce costs, generate new revenue and foster innovation and economic development.

2.3 Purpose

The purpose of this RFP is to seek a vendor to develop and implement a comprehensive smart city infrastructure to improve city services, reduce costs to the city, and increase digital equity for residents and businesses

2.4 Statement of Needs

Refer to Attachment "A"

2.5 Performance Evaluation

The City will memorialize performance evaluation criteria in the executed contract.

SECTION 3 - DBE

3.1. In General

The requirements of the City's DBE Program apply to the RFP.

See section of the RFP on Attachments for more information and the applicable form(s).

3.2. DBE Goal

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

3.4. DBE Interest

The Bureau of Purchasing and OSD seek to offer the opportunity to DBE and SLDDBE, 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.

DBE and other certified diversity entities must complete a questionnaire to express their interest. Follow the below link to submit your interest:

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUQlo4WkhHWE5YQ1ICQjZHUUZBOEhMMzg1UC4u>

If a pre-submittal conference is scheduled, OSD will present the results of the questionnaire for the RFP during the conference.

IMPORTANT: Submit your interest on or before the deadline identified under Section 4.1. Otherwise, OSD will not be able to present it during the pre-submittal conference.

The Bureau of Purchasing will post said results via an addendum to the RFP following the said conference or, in the absence of a conference, several days after the deadline identified under Section 4.1.

3.5 DBE Opportunities

The City expects Respondents to ensure that every effort is made to meet DBE utilization goals.

OSD offers the opportunity to Respondents to submit subcontracting opportunities on its DBE Opportunities Page. Said page can be found at:

- [Economic Development - Supplier Diversity - Opportunities - City of New Orleans \(nola.gov\)](http://nola.gov)

3.6 **Point of Contact**

Respondents shall direct questions related to DBE compliance prior to the Submission Deadline to:

- By email: [REDACTED]
- By telephone: [REDACTED]
- In writing or in-person: Office of Supplier Diversity
1340 Poydras Street, 10th Floor,
New Orleans, LA 70112

SECTION 4 – ANTICIPATED TIMETABLE

4.1. **Dates**

Release/Open Event (Cone of Silence Begins)	4/16/2021
Deadline for DBE Interest	4/21/2021 at 5:00 PM CST
Pre-Submittal Conference	4/26/2021 at 2:00 PM CST
Deadline for Submitting Questions	5/3/2021 at 12:00 PM CST
Submission Deadline/Close Event	5/17/2021 at 12:00 PM CST
Evaluation by Selection Committee	On or about 5/24/2021
Notification	Within 1 to 2 business days from the date of the evaluation

4.2. **Meetings**

The pre-submittal conference meeting and the selection committee meeting are public meetings. The Bureau of Purchasing encourages Respondents to attend said meetings.

4.3. **City Calendar**

The Bureau of Purchasing posts the dates and times of the public meetings connected to the RFP on the calendar of the City.

The Bureau of Purchasing encourages Respondents to subscribe to the calendar.

The City calendar can be found at:

- [Calendar - City of New Orleans \(nola.gov\)](http://nola.gov) .

4.4. **Pre-Submittal Conference**

The Bureau of Purchasing holds pre-submittal conferences either in the Purchasing Conference Room or via a teleconference call to the extent permitted by law.

In accordance with the applicable declaration of emergency issued by the Governor for the State of Louisiana at the time of the issuance of this RFP, prospective respondents must use the following information to attend the pre-submittal conference scheduled as a teleconference call:

- Telephone Number: 504-658-7001

- Meeting Number: 991 497 619

4.5. Selection Committee Meeting

The Bureau of Purchasing makes every effort to maintain the above date of the selection committee meeting.

However, from time to time, the Bureau of Purchasing 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.

4.6. Questions

Respondents must submit substantive questions to the Designated Purchasing Official either by email (klwells@nola.gov) no later than the deadline set forth in Section 4.1.

The Bureau of Purchasing encourages Respondents to use BRASS for the submission of your question(s).

If submitted by email, 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.

4.7. 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 the City's staff, the Mayor and staff, council members and staff, members of the selection committee members and elected officials.

The Bureau of Purchasing 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 city employee or elected official 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:

- Opens the timely submitted proposals, and then
- Reviews and determines if the respondent completed and submitted the required forms.

Prospective respondents are invited to read Section 8.7 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 – Composition

The Chief Procurement Officer must establish selection committees with relevant subject-matter expertise in reviewing and evaluating responses to the RFP.

As per the applicable executive order, the selection committee will consist of the following individuals:

- The Chief Administrative Officer, or designee,
- The Chief Financial Officer, or designee,
- The manager of the User Entity requesting the service, or designee,
- The employee who will manage and monitor the contract, and
- A professional from within local government who possesses expertise in the relevant field.

5.3. Selection Committee – Grading

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

5.4. Selection Committee – Non-Voting Member

The Selection Committee, through a majority vote, may add one non-voting member to the committee who has expertise in the relevant field.

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 the City, and
- Request interviews/presentations with any, some or all respondents to clarify any questions or considerations based on the information included in submission.

6.2. Technical Criteria for the RFP

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

1. Adequacy of Solutions and Soundness of Approach 0 – 50 Points

Overall, the proposal addresses key requirements for the City of New Orleans, including establishing a broadband City infrastructure (fiber and private 5G) and smart services through a secure, reliable, and financially sustainable plan.

2. Digital Inclusion Proposal 0 – 15 Points

The proposal includes data driven and locally relevant approach to outreach and adoption of digital literacy services to residents where needed, equitable deployment of infrastructure across different income areas of the city, and sufficient bandwidth/capacity to support the smart applications and make the most effective use of the technology.

3. Capabilities of Organization and Personnel 0 – 10 Points

Proposal details the organization(s)' financial viability and professional capacity to deliver smart city solutions.

4. Implementation Plan 0 – 10 Points

Proposal includes tasks, timelines and revenue plan to deliver project within the defined timeframe.

5. DBE 0 – 15 Points

POINTS	DESCRIPTION	POINT AWARD	AWARDING GUIDELINES
3pts may be awarded	DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.	3pts	<ul style="list-style-type: none"> Meets or exceeds the stated contract DBE goal or demonstrates why and how the respondent can only achieve a lower DBE goal
		2pts	<ul style="list-style-type: none"> States they will meet a lower contract goal without demonstrating why or how
		1pts	<ul style="list-style-type: none"> No commitment - 0%, but demonstrates why & how DBE participation is not achievable
		0pts	<ul style="list-style-type: none"> No commitment -0% without explanation

6pts may be awarded	Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.	+2pts +1pts +2pts +1pts	<ul style="list-style-type: none"> • Prime has identified scopes of work to be performed by DBE firm(s) to be used that represent a Commercially Useful Function • Prime has clearly identified DBE firm(s) and their scopes of work • The DBE has contributed directly to the Proposal (Resumes, Experience Portfolio, etc.) • Prime has identified ways to support the DBE (e.g.: Mentor-protégé relationship, bonding, early payments, etc.)
6pts is default award; points may be deducted	Past Performance Issues: Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.	Up to 6 points may be deducted	Points shall be deducted for the following reasons: <ul style="list-style-type: none"> • Prime has a history of not meeting their committed DBE goal • Prime has history of switching DBEs or reduces work committed to DBEs • Prime is inconsistent with reporting requirements of the DBE policy • Prime does not cooperate with OSD on-site monitoring • Prime has history of not paying their DBE subs in a timely manner • Prime has a history of insufficient GFES

SECTION 7 – NOTIFICATION AND CONTRACT

7.1. Notification

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

The Designated Purchasing Official will also award the event in BRASS which only represents an administrative function.

The intent to award letter will contain the name and contact information of the representative of the department 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. Composite Scoring Sheet

In addition to the notification, the Designated Purchasing Official will:

- Print and display a hard copy of the composite scoring sheet outside of the Bureau of Purchasing at City Hall, and

- Post an electronic copy of the sheet on the website of the Bureau of Purchasing under “RFP/RFQ Composite Scoring Sheets.”

The Bureau of Purchasing keeps a sheet available for public view for 30 days from the date of the selection committee meeting.

After 30 days, any interested party must submit a request for public records to the City’s Attorney Office to obtain a copy of the tabulation.

Submit your request at <https://www.nola.gov/city-attorney/public-records-requests/> .

7.3. Negotiation and Execution of Contract

After the issuance of the intent to award letter, the City may negotiate the final contract with the selected respondent.

Irrespective of the occurrence of contractual negotiations or not, the selected respondent must provide the representative of the department responsible for administering the future contract with required documentation (examples: tax clearance form, proof of signing authority, proof of good standing with the State of Louisiana, etc.).

The City Attorney’s Office is responsible for presenting the successful respondent with a proposed written contract to execute.

Once executed by the City, the department responsible for the administration of the contract can authorize the beginning of the services.

The City will publish a copy of the fully executed contract on the City’s Supplier Portal.

7.4. Contract Administration

The executed contract with the selected firm identifies the department responsible for administering it.

Said department will be notably responsible for monitoring the performance of the contractor.

7.5. Contract Amendment and/or Time Extension

7.5.1. 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.

7.5.2. 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 the following document:

- Technical Proposal

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

See Section 8.3 for their respective contents.

Respondents can 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).

Respondent must obtain written approval from the said official prior to submitting the response via an alternative method.

The City will not accept qualifications submitted by fax.

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: Ms. Kai Wells
- Email address: klwells@nola.gov
- Office Telephone Number: 504-658-1556
- For in-person or mailing: Attn: Ms. Kai Wells
City of New Orleans
Bureau of Purchasing
1300 Perdido Street, Suite 4W07,
New Orleans, Louisiana 70112.

8.3. Contents

The City 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. Technical Proposal. 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 - Consultant’s Profile and Submittal Letter
 - Submittal Letter signed by and 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 - Adequacy of Solutions and Soundness of Approach Qualifications
 - Does the solution establish a City Institutional Fiber Network with connectivity to 430 City of New Orleans and Sewerage and Water Board Sites? (Section 8A)
 - Does the solution establish a 350 square mile City-Wide private 5G network? (Section 8B)
 - Does the solution establish a consolidated Smart City service plan including Smart Kiosks, Smart Lighting, Intelligent Traffic, Smart Metering, Water level sensing, and Smart Mobility? (Section 8C)
 - i. Does the solution have an open API for simple integration of CAD, AVL, Advanced Traffic Management and a real-time public information portal?
 - ii. Is a Lighting master Plan included?
 - iii. What is the maintenance, management, and upgrade plan?
 - How will the fiber, wireless, and smart city networks be designed as mission critical “5 nines” systems? (Section 8D)
 - What is the cybersecurity plan? (Section 8F)
 - How is the project financed and who bears the capital and ownership risk? (Section 7)
 - i. Have detailed financials been provided that should the best utilization of capital resources and long-term operational stability?
 - ii. How is performance guaranteed as well as long-term operating, maintenance, and recapitalization?
 - Are the proposed project components “Net Neutral?” (Section 6)
- Tab 3 - Digital Inclusion Proposal
 - Does the solution provide a no-cost service level for every resident unable to afford internet access?

- How does the respondent propose to address digital literacy, cost-of-equipment, and other adoption issues?
 - Does the solution provide no-cost Wi-Fi throughout community centers and public park facilities?
 - Does the solution provide for fiber-based 10 Gbps symmetrical services to locations that may serve as community computer centers, including but not limited to libraries, parks and recreation, Job-seeker and Family Resource Centers?
 - Does the proposer agree to equalize the fiber and wireless broadband infrastructure deployment to produce the same results in high- and low-income areas?
 - What will the proposer do if the model in-fact results in low take-rates in underserved areas?
 - What is the outreach plan and time frame for seeking expressions of interest from neighborhood and community organizations?
- Tab 4 – Capabilities of Organization and Personnel
 - Did the organization and its subsidiaries provide audited financials?
 - Did the organization provide an organization chart and resumes of key personnel?
 - Has the organization successfully demonstrated capacity and experience to perform wired, wireless and smart city tasks as specified in the RFP with other smart city projects?
 - Tab 5 – Implementation Plan
 - Has the organization presented a full breakout of tasks, timelines, charts, and other information as necessary to support substantial completion of the project within the timeline defined by the RFP?
 - Has the organization developed a revenue plan sufficient to guarantee performance of the project within the timeline defined by the RFP?
 - Tab 6 – DBE
 - DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.

- Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.
 - Past Performance Issues: Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.
- Tab 7 – 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 8 - 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)
- Tab 9 - Insurance
 - Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.
- Tab 10 – 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 11 - Addenda
 - Include a statement on company letterhead that the respondent reviewed the addenda (include number and date of the addendum) issued by the City for this RFP.
- Tab 12 - 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 City for appropriateness and is only valid if accepted in writing by City.
- Tab 13 - 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.
- Tab 14 – Forms
 - See Section 11.2 for the list of required forms.

8.4. Receipt

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

The City will NOT accept submissions delivered after the deadline.

8.5. Time Stamp by Email

When submitting a response by email to the Designated Purchasing Official, the date and time of the email received by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time of the email sent by Respondent does NOT constitute a proof of receipt.

IMPORTANT:

- The Bureau of Purchasing encourages Respondents to submit a response at least 3 hours before the deadline set forth in the RFP.
- The Bureau of Purchasing encourages Respondents to confirm with the Designated Purchasing Official that the response was received timely. If there is a high volume of submissions, the confirmation may take 1 or 2 business days.

8.6. Alternative Method of Submission

An alternative method of submission can be by courier service or in person.

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.

The City 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.

8.7. 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 the City.

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.

Non-responsive respondent must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

8.8. Disclaimer

Respondents are hereby advised that due to the nature of the internet, the City cannot guarantee that access to BRASS will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us.

The City 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

City Charter Section 6-308(5)(b) and Executive Order LC 20-01 authorize the City to issue a request for proposals to interested and qualified firms.

9.2. Ownership

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

Respondents 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.

9.3. Effect

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

The City is not responsible for submissions and/or presentation costs.

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

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

9.4. Addendum

The Designated Purchasing Official posts addendum on the supplier portal of BRASS under the RFP. A copy of the addendum is saved in the “Attachment” tab of the event for the RFP.

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 the City's required Contract Terms and Conditions set forth in this solicitation and therefore waives any future right to contest the required provisions.

9.6. Protest

The City's protest policy applies to this solicitation.

The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/> .

9.7. Debriefing

Respondent who was not qualified can request a post-award debriefing.

The debriefing shall not include point-by-point comparisons of the debriefed respondent's submission with the awarded or selected respondent(s).

The unsuccessful respondent must submit a request in writing to the Designated Purchasing Official within 15 calendar days from the date of the notification issued by the Bureau of Purchasing.

The Bureau of Purchasing will ensure that the debriefing is conducted within a reasonable time.

9.8. Code of Ethics

The City 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.

9.9. BRASS

The City launched BRASS in July 2019. BRASS replaces the legacy databases and is used by all City departments.

BRASS enables suppliers to register and to maintain information about their organization for the purpose of doing business with the City and receive notifications of business opportunities.

Registration is free.

The City invites prospective suppliers to learn more at <https://nola.gov/purchasing/brass/> .

9.10. Direct Deposit Electronic Payment Program

The City will require that the successful firm enrolls in its direct deposit electronic payment program.

Instead of receiving paper checks, payments will be made electronically via Automated Clearing House (“ACH”) and deposited directly into an account designated by the qualified respondent at its financial institution.

Enrolling in direct deposit payments supports the City’s ongoing efforts to become a more efficient and effective government, deliver enhanced services and timely payments, and provide for a sustainable environment.

ACH payment will apply to the invoice that you submit through the City’s Supplier Portal **AFTER** the Bureaus of Purchasing AND Treasury have completed the ACH activation. The activation process may take 4 to 10 calendar days.

9.11. Waiver of Administrative Informalities

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

9.12. Errors and Omissions in Submission

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

9.13. 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.

9.14. Sample Agreement

The City supplies a sample cooperative endeavor under Section 11.5.

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 – STATEMENT OF NO RESPONSE

If you elected not to respond to the RFP, the Bureau of Purchasing is interested in learning the reason(s) for non-response.

Your response to the below questionnaire will help the City understanding potential challenges and/or barriers with the RFP.

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUMjZBN05YS1U0UVY4N0tXOFdEMEVHQTFXNi4u>

SECTION 11 – ATTACHMENTS

11.1. Document to Review

- Attachment A – Statement of Needs

11.2. Required to Submit with Proposal In Response to RFP

- Attachment B – DBE Compliance Form(s)
- Attachment C – Affidavit of Conflict of Interest Disclosure

11.3. Contract Terms and Conditions and Insurance

- Attachment D - Insurance Requirements
- Attachment E– City Contract Terms and Conditions

11.4. Required to Submit PRIOR to execution of contract

- Attachment F – Tax Clearance Authorization
- Attachment G – Identification of Subcontractors
- Attachment H - Affidavit of Compliance with Hiring Requirement

11.5. Sample Agreement

- Attachment I – Sample Cooperative Endeavor Agreement

[ATTACHMENTS A THRU I ON FOLLOWING PAGES]

SECTION 11.1.

**THE FOLLOWING DOCUMENT IS FOR REVIEW
ONLY**

ATTACHMENT NO. A

CITY OF NEW ORLEANS

STATEMENT OF NEEDS

1. Overview of the RFP.

- a. New Orleans' critical infrastructure is essential to the smooth functioning of the city economy. Inequitable access to digital infrastructure restricts economic mobility while the lack of smart city technology impairs citizen services. To meet the needs of a growing city, we are encouraging the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access. Furthermore, the City seeks Smart City applications such as smart street lighting, traffic management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that will improve services, reduce costs, generate new revenue and foster innovation and economic development.
- b. The City seeks Proposals from entities who are willing to enter contracts with the City to deploy advanced wireless and wireline infrastructure and address the digital divide and community needs by providing for a level of free services to members of the public. The City also seeks to partner to provide a fully integrated suite of streetlights, sensors, networks, and data analytics platforms that will result in the City becoming a leader in improving mobility, accessibility, and safety.
 - i. Specifically, the City asks for Responders to propose solutions that will:
 1. Fulfill the Foresite 2016-17 design proposal for a City Institutional Fiber Network connecting approximately 430 City of New Orleans and Sewerage and Water Board sites.
 2. Provide Internet access to homes and businesses via a network designed to deliver symmetrical speeds of 1 Gbps or higher to each residential unit and to offer a business level of service at 10 Gbps or higher.
 3. Provide Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
 4. Execute a "no-cost service level" for individuals and families not regularly accessing the Internet due to cost, access, awareness, literacy, or equipment issues.
 5. Execute a business and governance model that maintains financial sustainability, reliability, security, and privacy.
 6. Ensure that advanced communications networks will be available in all parts of the City, including low-income areas.
 7. Provide a Turnkey solution to integrate all facets of an advanced "Smart City" network platform for enhancing City services through connected technology.

- a. The Respondent must be able to finance the project, have the experience to deploy technology infrastructure and provide smart city solutions.
 - b. The Respondent shall guarantee performance and provide long-term Operating, Maintenance, and recapitalization as part of this contract including other public service and revenue generating models such as Wi-Fi sponsorships and kiosks.
 - c. The respondent will integrate solutions including but not limited to smart lighting, smart traffic management, smart water metering and flood water detection, smart wayfinding and other communications.
 - d. The respondent will design solutions that may include neutral host models and/or open access network architecture to foster private innovation and economic development.
 - e. The respondent will develop a program and engage local workforce development programs and local hiring opportunities.
- ii. To support this initiative the City will:
- 1. Establish a digital infrastructure permitting group in the Mayor’s Office of Utilities that will provide expedited handling of applications for construction of project-related communications infrastructure.
 - 2. Provide access on and to specific City property suitable for installation of communications equipment if the equipment meets the criteria of the “no-cost service level.”
 - 3. Schedule access to roadwork and storm water drainage projects under construction for the installation of project-related conduit and vaults.
 - 4. Provide access at favorable bulk rates to City street light poles with power supplies for placement of wireless communications equipment.
 - 5. Provide access to property for placement of wireless infrastructure that will permit Responders to reach some of the most highly trafficked zones within the City.

2. Mission

- a. Equity Is the bedrock of our vision for New Orleans. Today, infrastructure has taken on a new meaning and is a key tool to achieving equity citywide. Digital connectivity is not a luxury intended for entertainment, it’s a fundamental right and an essential tool for modern living. The City is working toward making it easier and more affordable for all residents and businesses to gain broadband

access, be digitally literate and aware of cyberthreats and misinformation, and make New Orleans a global leader in smart cities innovation.

- b. The City is looking for a triple-bottom-line proposal that aims to maximize the economic, environmental, and social benefits of digital infrastructure. The City will prioritize and assess the proposals by their anticipated contribution to the overall Equity goal.
- c. People who are low-income, minority, female, elderly, minor, or live with a disability are less likely to have a computer or high-speed Internet at home. Many cannot afford it. Some don't recognize the benefits of technology. Others fear technology or feel that it is for other people. This lack of a computer or home Internet hinders their ability to develop Internet and computer technology skills. Therefore, they miss key information on school, jobs, health, housing, and civic life. This difficulty getting information worsens existing inequality experienced by these people.
- d. Depending on the study, researchers learned that between 23% and 33% of New Orleans households lack home Internet and roughly 21% don't have a computer. These facts make New Orleans one of the worst-connected US cities with low-income residents less likely to have home Internet compared to wealthier people.
- e. While there are programs designed to encourage broadband deployment and allow schools and libraries to obtain less expensive access to the Internet, the United States has not fully developed a true Broadband Universal Service that can ensure that broadband Internet access is available to all citizens, as have other countries like Switzerland, Finland, Taiwan and Britain. As the world relies more and more on Internet-based communications for work, education, hiring, training, and for daily interactions with each other and with government and other community institutions, it becomes more critical to address disparities in Internet availability.
- f. In the absence of a national plan to ensure Broadband Universal Service, it is important for the City to ensure, to the extent possible, that basic levels of broadband access are available to every resident regardless of income, and that high-quality, high-speed access is available everywhere at reasonable prices.

3. Goals

- a. Considering the increasing importance of having available affordable, high-speed broadband services, proposals should address the following project goals:
 - i. Ensure that every resident can access advanced communications networks that provide high-speed, high quality broadband connections to the Internet, where residents live, work and play, indoors and outdoors.
 - ii. Ensure that areas of the City that are currently underserved are promptly served.
 - iii. Ensure that the City is served by an open network, so no one is prevented or blocked from taking full advantage of the Internet's capabilities; and
 - iv. Ensure that every resident can enjoy the benefits of broadband, regardless of income or the area in which they reside.

- v. The City of New Orleans should be the location of choice for businesses and residents – to attract businesses with good paying jobs, to entice graduates from our local universities to reside and work in New Orleans, and to ensure the City remains a center for the digital economy and a global leader in technology and innovation.
- vi. The full impact and benefit of the network will not be achieved by simply building a network, but rather by having widespread adoption and utilization by the community. The City seeks a definitive solution that will maximize adoption and sustainability.
- vii. Proposers should align their proposals with the IoT guidelines developed by New York City at <https://iot.cityofnewyork.us/> and have been adopted by 35 additional cities across 11 countries. The guidelines provide a framework to help government and its private partners responsibly deploy connected devices and IoT technologies in a coordinated and consistent manner.

4. Objectives

- a. The City expects a great level of detail and granularity for the technical, financial, and operational requirements of the network. Furthermore, the City must:
 - i. Understand the detailed financials associated with the Proposal, including initial capital to construct, ongoing operational and maintenance costs, end-user fee structures and monetization strategies for the network.
 - 1. These financials will be used to determine the proposal with the best utilization of capital resources and long-term operational sustainability.
 - ii. Assess a comprehensive system design, including:
 - 1. Coverage and capacity.
 - 2. RF elements for a City 5G and fiber infrastructure.
 - 3. Backhaul and networking elements and components.
 - 4. Site locations.
 - 5. Smart and connected outdoor LED lighting.
 - 6. Cameras and IoT sensors for active traffic management.
 - 7. Smart mobility software application integrated with the Cameras and IoT sensors for active roadway management and to monitor travel time and speed at a minimum of every .5 miles along priority corridors.
 - 8. Architectural lighting on predetermined City locations.
 - iii. Assess comprehensive deployment timelines.
 - iv. Understand a detailed set of commitments a Respondent is willing to make based on the requirements and questions.
 - v. Analyze the structure and the long-term benefits of the business model proposed by the Respondent.
- b. The City seeks Proposals that will result in build-out and provisioning of services within the incorporated City of New Orleans within five years of the award of the

contract. It is expected that the Wireless capabilities of the network will be provisioned quickly.

- c. The City seeks a qualified Respondent with the proven experience, financial resources, and professional expertise to fund, design and build a suite of capabilities; including streetlights, communication, and associated networks. Pedestrian sensors, traffic sensors, environmental and other sensors are envisioned with an integrated data analytics platform that demonstrates departmental-level measures of performance as well as city-level measures of effectiveness.
 - d. The City recognizes that a variety of private sector entities have engaged in Smart City/Lighting projects and network development/expansions throughout the Country, and are interested in providing financing, management and planning, and operations and maintenance services. The City seeks responses from a partner that will facilitate the next generation Smart City deployment, funding, technical solutions by providing planning, program implementation, construction, management, and maintenance services.
 - e. This is not an exhaustive list and the City is expecting Proposals to identify additional offerings to provide maximum value, flexibility, scalability, energy savings, and big data analytics.
5. Digital Inclusion Plan
- a. As part of each Proposal the City seeks a Digital inclusion Plan designed to encourage adoption of broadband throughout the proposed service territory; and designed to ensure that a minimum level of service is available to all residents in the proposed service territory.
 - i. More specifically, a Digital Inclusion Plan is desired:
 - 1. For wireline and wireless.
 - 2. That includes offerings that provide free service without regard to the income of the user, so that the service is available without the need for a user to qualify for service.
 - 3. That provides support for a Digital Inclusion Plan for at least the period of any contract for use of City assets entered pursuant to this RFP.
 - 4. That includes free service offerings that will be adjusted over time to reflect changes in the speeds required to use the Internet effectively; and
 - 5. That addresses costs of installation in a manner that makes service accessible to low-income, transient populations.
 - b. The City seeks a digital inclusion plan that includes provisioning of 10 Gbps symmetrical services to locations that may serve as community computer centers, including but not limited to libraries, parks and recreation, Job-seeker and Family Resource Centers.
 - c. The city seeks a digital inclusion plan that includes a strong component for publicizing the availability of free service options and that provide for

coordination with non-profit groups and the City in efforts to distribute equipment required to take advantage of those offerings and more advanced service offerings. Respondents are also encouraged to partner with other non-profit organizations within the City that are working to address the digital divide.

6. Net Neutrality

- a. The City is strongly committed to promoting net neutrality and expects each selected Proposer to agree to operate its network consistent with net neutrality as defined by applicable FCC regulations.

7. Financial and business model

- a. The City of New Orleans seeks to enter a partnership in which the Respondent assumes most of the risks and capital associated with the implementation of the Smart Lighting, Smart City, wireline and wireless broadband network and anticipates this to be factored into the Proposal.
- b. City assets that may be utilized in the construction of the network including but not limited to:
 - i. Existing public rights-of-way.
 - ii. Publicly owned vertical assets.
 - iii. Community Anchor Institutions.
 - iv. Guaranteed revenue streams for a variety of service offerings.
- c. The City will prioritize Proposals that are not “demand-based” which can have the effect of exacerbating the digital divide. All geographic areas of the City of New Orleans must be built out in a model that equalizes results in higher income and lower income areas. The Proposal must describe:
 - i. The way the equalization model will operate and how it will address problems associated with high levels of short-term residents, low-income, or low-adoption rates.
 - ii. An explanation of what role the City might be required to play in fostering demand, if any.
 - iii. What the proposer will do if the model in fact results in low take rates or build-out commitments in underserved areas.
 - iv. The time frame for seeking expressions of interest from all neighborhoods and the estimated time from demand targets being met to construction.

8. Specifications

- a. Wireline
 - i. Due to the high prices of third-party communications costs and the absence of a City-owned option for communications between its many facilities, the City has identified the need for a more economically feasible option for the interconnection of its facilities. The benefits of such a change are clear in that the City will own and maintain the communications systems and can benefit financially from the investment in the new infrastructure.

- ii. In September 2016, the Foundation for Louisiana issued an RFP to solicit a consultant to plan a city-owned institutional broadband fiber network for the City of New Orleans with the following objectives:
 1. Expand the city government's provision of online services to residents.
 2. Support implementation of smart city applications.
 3. Achieve cost efficiencies in daily information technology (IT) operations.
 4. Expand operational efficiencies to other departments through IT.
 5. Provide high-speed Internet access at city government owned and operated facilities to help disadvantaged residents bridge the digital divide.
- iii. Foresite Group developed a high-level design proposal for a City of New Orleans-owned, institutional broadband fiber network. This network would provide capacity for high-speed data transmission to support internal intranet operations like file sharing, printing, telephone, and enterprise software applications that require data transmission. The network would connect approximately 430 City and Sewerage and Water Board sites via roughly 200 route miles of underground fiber, enabling the City of New Orleans to support a minimum of 100 Gbps network service between City locations.
- iv. Overall, the City facilities currently utilize speeds ranging between 200 Mbps and 10 Gbps. As previously mentioned, these network connections are made via third party companies. The City desires that the minimum connection speed be 100 Gbps in the future on the new dedicated network. Not only will the new system need to support the existing systems and City facilities, it should also consider the planned development and relocation of core facilities that will require interconnection with the communications backbone, as well as a future-proof scaling strategy.
- v. <https://arcg.is/1vqvLm> shows the proposed backbone route around the City. The goal of the proposed routing is to provide a reasonable tie in point for the existing residential areas, commercial areas, City facilities, Sewerage and Water Board facilities, planned improvements, and key corridors identified by the City for interconnection with the City network.
- vi. As mentioned, the proposed City of New Orleans' Institutional Fiber Network will consist of two 200-mile-long fiber ring of 864-strand fiber optic cable running along key corridors of the city. Additional fiber trunk spurs will be built out to extend the fiber network to areas of the City outside of the main trunk lines.
 1. The fiber optic cable will be installed in new conduits physically divided between City and Public client use. Under this design, two 864-strand fiber optic cables would be used for the main fiber optic trunk ring in lieu of a shared fiber optic cable. This provides

separate fiber optic cables for the City Network and the Public client network for clear physical separation between the networks. New separate conduits with a minimum of 2.5” diameter will be required to support this design.

- vii. The proposed Institutional Fiber Network will have a connection to an Internet Exchange Point from the City Hall Network Hub. The Proposal should consider revision of the Foresite high-level design proposal to include potential City Hall expansion into the Municipal Auditorium as well as other planned City improvements and changes from the 2017 Foresite design.

b. Wireless

- i. The City seeks proposals for Wireless networks that will result in total outdoor availability of 5G NR (New Radio) throughout the City’s 350 square miles of incorporated area as well as outdoor availability of Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
- ii. The City requires a citywide, wireless broadband network service that ensures network coverage 24 hours a day, 7 days a week, 365 days a year and complies with the coverage, capacity and other technical requirements detailed in this document.
- iii. 5G infrastructure and devices are increasingly being designed to operate in multiple RF bands. While the latest 3GPP release documents have 69 bands defined for use we encourage respondents to also explore the use of Band 46 (5150 to 5925 MHz) and the CBRS Band from 3550 to 3700 MHz.
- iv. Additionally, with the FCC allocations of over 10 GHz of bandwidth and 802.11ay usage increasing, the use of millimeter bands are becoming more prevalent for use in broadband applications. These bands will have both licensed and unlicensed allocations across the 60-80 GHz range.
- v. Requirement: Brand name or Equivalent. The brand names/original equipment manufacturers (OEM) associated with the Respondents proposed equipment are important for several reasons.
 - 1. The Radio Access Network (RAN) represents critical infrastructure for New Orleans, the equipment must be of high quality and guarantee the firmware and software do not contain any form of malware or other harmful components.
 - 2. The RAN may carry traffic that is for criminal justice, medical, or other purposes.
 - 3. The Respondent will ultimately bear all costs of 5G interoperability testing.
 - 4. In the event of a Rip and Replace order, the Respondent will bear all costs of replacing the RAN.

5. The equipment must be compliant with section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232). Section 889 Part B covers certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities) and certain video surveillance products or telecommunications equipment services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of those entities). The statute is not limited to contracting with entities that use end-products produced by those companies; it also covers the use of any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
6. The equipment must be compliant with the U.S. State Department Clean Network Initiative.
- vi. **All costs (interoperability testing, standards implementation, etc.) associated with verifying the equivalence of non-brand name but equivalent components will be borne by the Offeror and appropriate documentation must be provided to the City during the RFP process.**
- vii. The main technical purpose of this section is to deploy a 3GPP based, 5G RAN in New Orleans. The equipment comprises multiple elements for this specific proposal and includes but is not limited to the following components: RF antenna system, coaxial cables, eNodeB with multiple configurations e.g. macro, small, femto and pico cell, cell site router, security gateway, and all software. Minimally the RAN shall be interoperable with 3GPP release 16.
- viii. The City encourages a RAN architecture that supports secondary applications and business opportunities that utilize the excess capacity of the RAN. The proposed solution must be flexible and able to evolve over time. The City encourages the Respondent to deploy a robust network based on industry practices as new technologies are proven effective in specific venues and applications. This may include advanced technologies such as Massive MU-MIMO configurations.
- ix. As this is a greenfield deployment, the City will prioritize Respondents that embrace OpenRAN standards to realize cost savings, future proof the City network, and to add flexibility for vendor mixing which widens the supply chain.
- x. For each eNodeB and RAN solution provided, the City requires the Offeror to provide the following information:
 1. Product description of all proposed RAN equipment.

2. System and node 3GPP compliance test report and associated integration and verification test reports for the proposed release.
 3. Dimensioning and capacity guidelines for all RAN equipment and software e.g., baseband unit (BBU) capacity, power amplifier power, Radio Resource Control connections, router transactions per second.
 4. Detailed RAN site configuration details for power, heating, ventilation and air conditioning, hardware and mechanical specifications and requirements.
 5. 3GPP Conformance and performance testing results.
 6. Proposed RAN network diagram with logical and physical connections to the City.
 7. Provide product roadmap support for 3GPP Release 16 and higher.
 8. RAN backhaul topology over City Institutional Fiber Network.
- xi. The wireless core is a mission critical network that needs to remain in operation 24x7x365. New Orleans has unique physical features that subject telecommunications infrastructure to weather-related risks. Typical call and data session processing require interconnection to an LTE Evolved Packet System (EPS). The EPS contains the nodes that consist of the Evolved Packet Core (EPC), Home Subscriber System (HSS) and Policy and Charging Rules Function (PCRF) and other ancillary support systems. These other ancillary support systems include the Operations & Maintenance (O&M), network monitoring and billing systems. Collectively we call these systems components the core network. In order to support standalone deployable operations, maintain local control (local breakout of the P-GW), ensure SLA performance and most importantly provide operational redundancy to the network, the City requires a load sharing, redundant core network to support the network.
- xii. With the advent of virtualization for most core elements, the City expects most solutions to embrace this technology innovation and provide it with an Open, distributed, redundant, load bearing, scalable, and cost affordable platform. Employing a technology where network slicing could be utilized would allow for new critical communications applications like intelligent transportation to be deployed within the City and enable a variety of commercial relationships that will help fully utilize the resources of the network.
- xiii. The Respondent is required to provide a minimum core network within the City that also enables the Respondent to sell wholesale services to third parties who may wish to connect to elements of the core.
1. The Respondent is also required to:
 - a. Provide product information on their 3GPP feature compliant LTE EPS and related elements that will comprise the core.

- b. Provide roadmap for future 3GPP releases including Next Generation Core support.
 - c. Dimensioning and capacity guidelines for all proposed core equipment and software including all virtualized elements, hardware, storage, and compute requirements.
 - d. Detailed site server configuration details for power, HVAC, hardware and mechanical specifications and requirements.
 - e. Proposed redundant core network diagram with logical and physical connections to the City.
 - f. Subscriber management proposal.
- xiv. The City of New Orleans has both unique public entertainment events, varying population density and a dense tree canopy. In order to supplement demand surge and provide emergency coverage, the use of deployable technologies will be necessary. Deployable technologies encompass a range of items, generally characterized as the following:
- 1. Cell on Wheels (COW): a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main network
 - 2. Cell on Light Truck (COLT): a cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller
 - 3. System on Wheels (SOW): a full base station and controller on a trailer/truck/big rig/etc. A SOW is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no Internet connectivity
 - 4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' Above Ground Level (AGL)), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include Remotely Operated Vehicle (ROV) and Unmanned Underwater Vehicle (UUV)
 - 5. Other systems including vehicular network systems (VNS) and man-packs.
- xv. To the extent that City structures are used for the placement of Wi-Fi devices, Proposers using them will be expected to develop a “splash page” that includes the City logo and appropriate links to City resources related to the initiative. In addition, providers will be expected to share aggregate information with the City regarding network usage (e.g., the number of connections to Wi-Fi devices to permit the City to assess system usage and traffic pattern areas). The City does not request and is not interested in

receiving a Proposal that would provide it with personally identifiable information regarding network users.

- xvi. Proposers are expected to craft free service offerings so that the services are useable and so that the Internet can be accessed without undue delay or security risks. For example, if premium and free Wi-Fi connections are offered, the availability of the free service should be evident, and the system should be designed so that the steps and time required to complete a connection to the Internet are limited.

c. Smart City

- i. The City Of New Orleans seeks to expand Smart City opportunities, and add new capabilities, to become an exemplary Smart City in North America within three years and remain among the leaders for Smart City efforts around the world. The City's high-level objectives are improving mobility, accessibility, safety, and the quality of life for our residents and visitors.
- ii. Key objectives of this project are as follows:
 - 1. Conversion and operation of City owned and managed streetlight luminaires to energy efficient and networked Smart LED's throughout the City. The new Smart LED's will have a color temperature in accordance with DOT requirements and are to improve the consistency of aesthetics and lighting for both vehicular and pedestrian safety.
 - 2. Address any areas that are over or under-lit by providing uniform lighting throughout in accordance with DOT designs and standards.
 - 3. Maintain and improve the safety of the electrical infrastructure.
 - 4. Provide traffic monitoring cameras, IoT sensors, and fiber connectivity throughout the City corridors as determined by City stakeholders.
 - 5. Water sensing, water metering, and flood water projection.
 - 6. Kiosks and other revenue recuperation programs.
 - 7. Provide Smart LED Architectural lighting in predetermined zones.
 - 8. Access to the latest available smart technology, with room for modification or growth.
 - 9. Maintain security and privacy for the residents of the City. The City is committed to ensuring transparency and clarity of the practices on how data is being both projected and utilized by the Proposer and its vendors.
 - 10. Improve City operational and policy decision-making through data and analytics, through a data analytics platform.
 - 11. Upgrade and expand the City's connectivity infrastructure that will support the improvement and expansion of the initiatives described in this document.

12. The Proposer shall utilize neutral host carrier technologies and hardware.
 13. Access to latest available hardware and software technology.
 14. Conversion of all existing streetlights to Smart LED Lights and technology within 3 years of the Notice to Proceed.
- iii. The proposer shall furnish, configure, install, test, implement, and maintain a City owned Smart Mobility Platform that shall enable the City to monitor traffic and transit. The platform shall offer a consolidated and integrated view of all City operations. The integrated operations platform is expected to enable transformation of the City operations by enhancing situational awareness and providing the City data to make informed operational decisions.
 - iv. The platform must be able to integrate a multitude of mobility services, devices, and subsystems, at a minimum the Computer Aided Dispatching and Automated Vehicle Locating System and various Advanced Traffic Management Systems, streetlights, and other IoT applications and devices.
 - v. The platform must
 1. integrate devices using API's into this platform.
 2. Enable the City and its partners to define a standard data model for each operational service such as parking, lighting, etc.
 3. Enable Multi-tenant operations dashboards
 4. Have the ability to customize dashboards per the user and Departmental preferences
 5. Be able to provide API access based on roles and access control policies defined for each user and the key issued to that user
 6. Enable departments to take actions on configurable conditions, which are guided through workflows
 7. Be able to configure, manage, and monitor any distributed IoT modules from any operation center
 8. Allow for event handling and data handling
 9. Provide ways to define policies that make applications or things respond to external environments
 10. Have integrations with the network layer to proactively monitor any incidents on the network for active troubleshooting and triaging
 11. Be able to alert any incidents in the network proactively on command and control
 12. Allow users to invoke web conferencing sessions directly from the platform
 13. Integrate with City ESRI GIS Layer and street network map services with ability to show status of resources
 14. Provide Operators and Managers with a management dashboard that provides a real time status and is automatically updated when

- certain actions, incidents and resources have been assigned, pending, acknowledged, dispatched, implemented, and completed
15. Provide complete view of sensors, facilities, video streams and alarms in an easy-to-use and intuitive GIS enabled graphical interface with configurable workflow and business logic
 16. Have a visualization platform to view historic analytics and predictive models
 17. Be able to perform analytics, predictions across all County operations
 18. Have an easy to use interface with drag and drop facilities to build reports and analytics
 19. Have ability to connect to multiple data sources, REST/SOAP API's in real-time
 20. Be able to consume social media data streams for predictions
- vi. The City's web page must make data available to citizens and visitors in order to maintain transparency and foster continued public involvement in Smart City initiatives. In addition to depicting street congestion, the web site must illustrate real-time information for transportation and identify open on-street parking so people can better plan their journeys regardless of their intent. The system shall be configurable and include an open data platform using API technologies that enable bi-directional data sharing in order to update the City's web page in real time.
1. This functionality enhances the integration capabilities to leverage system data for other applications and facilitate various integration with other systems.
 2. All application data shall be made accessible via the open API.
 3. The City will own all data collected via the systems proposed to be built, installed, modified, or created under this contract, and awarded under any subsequent contract.
 4. The City will bear no liability or responsibility for the Proposers willful or non-willful security breach of such data, regardless of the circumstances of such breach.
 5. Proposer shall provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the System. This includes data monetization, sale, and/or sharing. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud configurations identified and managed by the successful proposer.
- vii. The successful respondent shall provide engineering services for the duration of the contract for required photometric analysis, designs, calculations, permitting, shop drawings, construction administration, as-builts, certifying of work performed. Engineering services will consist of

Professional Engineers with an approved State of Louisiana Professional Engineering Seal to address all items that are required to be sealed/signed, for example, plans, calculations, shop drawings, and as-builts.

1. A Lighting Master Plan shall include the following:

- a. Lighting analysis which shall be a detailed narrative that describes how a lighting analysis will be conducted and clearly identify the following:
 - i. A baseline photometric analysis for each corridor and remaining areas
 - ii. A lighting enhancement analysis for public and traffic safety
 - iii. Analysis for addressing under and over-lit areas
 - iv. Updating the City's Street Light ESRI Map layer
 - v. The proposed Smart LED Light or luminaire shall replace the existing light or luminaire style and be compatible to the existing luminaire arm or post.
 - vi. Compatibility of recently installed LED lights with a Smart LED lighting system (by placement of node, sensor, or transmitter)
- b. Maintenance Plan
 - i. The successful proposer shall prepare and submit for City approval a maintenance plan that demonstrates requirements that meets or exceeds the City's expectation of the following:
 1. The maintenance plan shall include coordination with other agencies and/or utility companies, for example, City Public Works and Entergy.
 - ii. The successful proposer shall perform all activities necessary to keep the managed assets fully operating, properly functioning, with a minimum of 95% of the lights burning for any lighting type at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the managed assets and locating the managed assets, as may be necessary.

c. Upgrade Plan

- i. Provide a detailed narrative that describes the approach to address under-lit and over-lit areas, as well as, the approach to improve the City's lighting quality. The successful proposers upgrade plan must provide, at a minimum,
 1. A plan to optimize energy conservation, meet photometric requirements, and address any areas that are over or under-lit by providing uniform lighting.
 2. Engineering plans and or shop drawings of Smart LED light upgrades.
 3. Engineering Specification.
 4. Engineering calculations for the planned illumination system improvements that are indicated in this RFP.
 5. The successful proposer shall evaluate each existing streetlight as some may be obsolete due to their age, are unable to be retrofitted, and/or the possibility that portions of the existing light assembly are no longer manufactured. Proposed upgrades are not only for the Smart LED lights, but could also consist of other necessary items for the functioning of the streetlights. The successful proposer will coordinate these issues with City staff.
2. The system shall at a minimum monitor, diagnose and control all of the following aspects of luminaire function, and any others pertinent to the operation of the luminaires.
 - a. The monitoring system shall be installed and tested prior to street light conversions.
 - b. Monitor individual luminaire operational status (e.g. incorrectly off, incorrectly dimmed) in real time.
 - c. Check individual luminaires' operational status (e.g. off, dimmed, unresponsive).
 - d. Check individual luminaires' operational history.
 - e. Check individual luminaires' precise location.
 - f. Check individual luminaires' energy usage.
 - g. Monitor inventory of all assets: luminaire, pole, small cell and any devices installed through the resultant contract.
 - h. Control the state of individual luminaires between on, off, and dimmed.

- i. Control the state of individual luminaires as in previous item via onboard software not dependent upon communication with the control network.
 - j. Control the state of individual luminaires as in previous item via onboard hardware.
 - k. Monitor device warranty, system failures/outages, and response times.
- d. The wireline, Smart City, and wireless networks are intended to be mission critical networks. The systems must be available 24 hours a day, every day, on a non-stop, fault tolerant basis. Typical networks often refer to this as “5 nines” systems. This term refers to 99.999% availability or approximately 5.26 minutes of downtime per year. The Respondent should use industry accepted best practices to ensure that all equipment, software, and network designs ensure optimal performance. These metrics include:
 - i. Availability – An item to be in the state to perform a required function at a given instant of time or at any instant of time within a given time interval, assuming that external resources required, if required are provided, e.g., “uptime.”
 - ii. Restorability – When a disruption occurs, services must be capable of being re-provisioned, repaired, or restored to required service levels on a priority basis.
 - iii. Reliability – The probability that a service can perform a required function under stated conditions for a given time interval. i.e. Mean Time Between Failure (MTBF) and Failure Rate.
 - iv. Integrity – The degree to which service is provided without excessive impairments, once obtained.
- e. The Respondent will provide the technology and implementation strategy to enable the networks to operate at maximum performance. This will include the following, but is not limited to:
 - i. Fault tolerant or high availability software and hardware platforms.
 - ii. Redundant hardware and power backup solutions
 - iii. Product and implementation details on virtualization or cloud-based implementations of the network.
- f. Security. The Respondent will describe their cybersecurity approach, covering, at a minimum, the following topics.
 - i. Describe in detail how data privacy is maintained, particularly individual citizen data.
 - ii. Describe the solutions use of and support for secure protocols to safeguard data in transit and at rest.
 - iii. Describe the solutions support for encryption in backups and in replicated sets.
 - iv. Describe how your solution handles data recovery or the ability to roll back in the event of human or system error.

- v. What protocols have been established for dealing with unauthorized access to or disclosure of confidential data?
- vi. Describe what data validation the solution performs on records as they are created or edited and indicate whether this is different for batch jobs as compared to single records.
- vii. Describe how the solution tracks changes to records. Is there an audit trail for edits? Is it possible to revert to previous versions of a record?
- viii. Describe the extent to which the solution has been designed to comply with laws and regulations governing the storage and use of protected user data
- ix. Other than the provision of reports for the City, please describe in detail how you will sell, share, manipulate, aggregate, package, or otherwise monetize data obtained through the platform, detailing which data shall be used and how and identifying potential third parties that may be involved.
- x. Proposers should provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the Smart City, Wireless and Wireline project. This includes data monetization, sale, and/or sharing. Proposers should also detail how they plan to address and limit bias in their analytics and algorithms. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud entities identified and managed by the Selected Proposer. City IoT deployments must protect and respect the privacy of residents and visitors. The City is committed to being open and transparent about data collection, processing and use.
- xi. Data Management: Proposers will create a data management plan that will describe how data will be collected, managed, integrated, and disseminated before, during, and after the Smart City Project.
- xii. The plan will include privacy provisions which will document how the City and the Selected Proposer will collect, store, strip, suppress, and disseminate information internally and externally. The plan will consider all aspects of Personally Identifiable Information (PII) and Sensitive information.
- xiii. A successful proposer shall prepare for City approval a technical solution that defines the security for all aspects of the streetlights, including but not limited to:
 1. Streetlight communications shall authenticate all inbound requires via a City-approved mechanism.
 2. Streetlight communications shall be capable of providing configurable authentication on all outbound requests.
 3. Streetlights will encrypt all communications across the network at AES256 or better.

4. Streetlight enclosures and fixtures will be physically secure and fortified, including access to any physical diagnostics connection port.
 5. Streetlight physical diagnostic connection ports will use the same encryption and authentication protocols as remote network connections.
- g. The Proposer shall provide a program to educate, train and teach City personnel in all details of the equipment and the System that shall enable the personnel to monitor the System.
- i. Training shall include:
 1. Course development, handouts, manuals, classroom aids, and all other items required to train City staff. Hands-on classes shall be included in the training program.
 - ii. Training curriculum shall be approved by the City and shall include but not limited to:
 1. Sessions every 6 months for the first 5 years, annually for major software releases thereafter for the remainder of the contract term.
 2. Demonstrated access to lighting management system
 3. The ability to access and generate reporting
 4. Integration and access to the City's 3rd party applications
 5. Address troubleshooting
 6. Address the alert notification system
9. Closeout Submittals
- a. As-Built Set
 - i. The Proposer's Engineer of Record in responsible charge of the Project's design shall professionally endorse the As-Built Plans, the special provisions and all reference and support documents.
 - ii. The Proposer shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" plans shall be signed by the Engineer of Record. The As-Built plans shall be submitted upon completion of field construction activities and prior to the beginning of operational testing and acceptance as a condition precedent to the notice of final completion.
 - iii. As-Built plans shall include GPS locations of all newly installed ITS infrastructure, field elements, pull boxes, splice boxes, and conduit routing to an ESRI Geodatabase format. GPS locations shall be recorded at sub-meter accuracy.
 - b. All hardware and software provided by the Proposer shall have the latest stable firmware or software version installed and any necessary upgrades available at the time of final completion. All As-Built documents shall be produced electronically using City supported software, signed and sealed by the Proposer's Engineer of Record, and submitted by the Proposer to the City as a condition precedent to

issuance of Final Completion. The final approved As-Built documents shall be submitted to the City as a prerequisite to final completion.

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SECTION 11.2.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

INSTRUCTIONS:

- **Documents must be signed by an authorized representative of the entity or it will not be accepted.**
- **For Affidavits: the document must be notarized, or it will not be accepted.**
- **For Affidavits: Affiant MUST select when required or the affidavit will not be accepted.**

Instructions sheet may be omitted when submitting the affidavit

ATTACHMENT B
CITY OF NEW ORLEANS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

I - DBE PROGRAM COMPLIANCE

The requirements of the City of New Orleans (“City”) Disadvantaged Business Enterprise (“DBE”) Program apply to this Agreement. It is the policy of the City to practice nondiscrimination based on social and economic disadvantage, race, color, gender, disability and national origin in the award and performance of contracts.

In consideration of this policy and pursuant to Division 2 of Article IV of Chapter 70 of the Code of the City, the City enacted the DBE Program for all City contracts.

Contractor agree 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 established DBE participation percentage. The Contractor’s failure to carry out these requirements, as determined in good faith by the City’s Office of Supplier Diversity (“OSD”), shall be deemed a material breach of this Agreement. This material breach may result in the termination of this Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City’s Policy Memorandum for the DBE Program

II - DBE CONTRACT GOAL

The requested DBE Contract Goal is listed in the contract section of the invitation to bid.

NOTE: All non-public works contracts have a default goal of 35% DBE participation.

Participation shall be counted toward meeting the contract goal based on the following:

1. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract DBE participation goal.
2. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Bidder/Proposer can count 100 % of the DBE’s participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Bidder/Proposer may count 100 % of DBE Manufacturer Supplier’s participation and 60 % of DBE Non-Manufacturer supplier’s participation toward its contract goal.
5. When the Bidder/Proposer is in a joint venture with one or more DBE business entities, the OSD, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.

6. Bidder/Proposer may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

“DBE Commercially Useful Function means” a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including, but not limited to, the following shall be considered:

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;
- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

III - DBE DIRECTORY

Contractors may only utilize certified SLDBE and/or Louisiana Unified Certification Program (LAUCP) DBE firms from the following lists to meet the City’s DBE Program goals.

- a. Contractors agree to utilize the City’s SLDBE directory of certified firms as a first source when searching for certified DBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah’s New Orleans. The SLDBE directory is available at www.nola.gov.
- b. The Louisiana Unified Certification Program (“LA UCP”) directory is available at www.dotd.louisiana.gov.

Information on locating these directories may also be requested from the OSD at supplierdiversity@nola.gov.

IV - GOOD FAITH EFFORT POLICY

In accordance with Sec.70-461 of the City Code, the City shall reject any bid and shall not award, enter into or amend any contract that is not supported by documentation establishing that the Bidder/Proposer has met the applicable contract DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE participation goal or other requirements which, by their scope, intensity and usefulness demonstrate the Bidder's or Proposer's responsiveness to fulfilling the City's DBE Program goals prior to the award of a contract, as well as the Contractor's responsibility to put forth measures to meet or exceed the contract DBE participation goal throughout the duration of the contract.

The OSD shall be responsible for determining whether a Bidder/Proposer has made their best efforts to achieve the DBE Program contracting objectives. In making this determination, the DBE Compliance Officer shall consider the following factors:

A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
- ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:

- i. Bidder/Proposer contacted the OSD to request submission of subcontracting opportunities on the DBE Opportunities page.
- ii. Bidder/Proposer included a copy of each announcement or notification.

C. INITIAL SOLICITATION & FOLLOW-UP:

- i. Bidder/Proposer listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
- ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.

D. NEGOTIATE IN GOOD FAITH:

- i. Bidder/Proposer provided an explanation for any rejected DBE bid or price quotation.
- ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected DBE firm.

If a Bidder/Proposer fails to submit documented Good Faith Efforts as outlined, the bid shall be considered non-responsive.

The OSD may take into account the performance of other Bidders/Proposers in meeting the contract DBE participation goal and may, if deemed advisable, request further information, explanation or justification from any Bidder/Proposer. For example, Bidder's past performance on similar contracts with similar scopes and/or a Proposer's prior history utilizing DBEs will also be taken in consideration when determining Good Faith Efforts.

Good Faith Efforts shall be monitored throughout the life of the contract and evaluated on a case-by-case basis in making a determination whether a Bidder or Proposer is in compliance with the Good Faith Effort policy.

To obtain a copy of the Good Faith Effort Policy contact OSD at supplierdiversity@nola.gov.

V - REQUIRED DBE FORMS for BIDs/RFPs/RFQs

A. BIDs:

In accordance with Louisiana Public Bid Law, the two apparent lowest bidders on an invitation to bid shall complete and submit all required post bid documents within three (3) business days of the bid opening. If the required post bid documents are not received within three (3) business days of the bid opening it shall be determined that bidder was non-responsive.

The following DBE documents must be received within three (3) business days of the bid opening:

1. **DBE Compliance Form-1:** This form is used to establish your DBE commitment on a City of New Orleans bid, RFP or solicitation response. The Bidder shall provide a list of all proposed DBE subcontractor(s).

If the Bidder has attained the amount of DBE participation to meet the contract goal, only submit DBE Compliance Form-1.

2. **DBE Compliance Form-2:** This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

3. After receipt and review of the required post-bid documents, the OSD will determine if the Bidder has provided valid DBE Compliance Forms and (if applicable) evidence of demonstrated Good Faith Efforts.

Thereafter, the Bidder/Contractor shall be bound by the established percentage, as approved by the OSD.

B. Request for Proposals (“RFP”) / Request for Qualifications (“RFQs”):

To ensure the full participation of DBE’s in all phases of the City’s procurement activities, all Proposers at time of proposal submission shall complete and submit a DBE Participation Plan.

1. **DBE Participation Plan (Attachment “C”):** A completed DBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract DBE participation goal if awarded the project.

- a. If a DBE Participation Plan (Attachment “C”) is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.

2. Within ten (10) days of the City’s issuance of the Notice to Award letter, the selected Proposer shall complete and submit a DBE Compliance Form-1: This form is used to establish your DBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed DBE subcontractor(s).

- a. If the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the contract DBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

The OSD shall review the contents of all required DBE Compliance Forms and may, if deemed advisable, request further information, explanation or justification from any Bidder/Respondent. Thereafter, the Contractor shall be bound by the established percentage, as approved by the OSD.

VI - CONTRACTOR COOPERATION

The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE subcontractors/suppliers (“DBE Entities”).
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBE Compliance Officer (“DBECO”) with copies of said contracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to

proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

- b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
- a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

VII - POST-AWARD MODIFICATION

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

VIII - MONITORING DBE PARTICIPATION

To ensure compliance with DBE requirements during the term of the Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

IX - FAILURE TO COMPLY

If the DBECO determines in good faith that the Contractor failed to carry out the requirements of the DBE Program, such failure shall be deemed a material breach of this Agreement. This material breach may result in the termination of the Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program.

All DBE Compliance forms are maintained by the OSD and are subject to change.

Please contact the OSD at supplierdiversity@nola.gov to request a copy of all DBE referenced documents.

**DBE COMPLIANCE FORM-1, FORM-2 AND FORM-3 ARE
ATTACHED SEPARATELY TO THIS RFP ON THE SUPPLIER
PORTAL**

[ATTACHMENTS B THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

**ATTACHMENT C
CITY OF NEW ORLEANS
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 City of New Orleans 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, the proposed subcontractors, and their principals have with city 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 # _____

[ATTACHMENTS D THRU I ON FOLLOWING PAGES]

SECTION 11.3.

**CONTRACT TERMS AND CONDITIONS AND
INSURANCE**

ATTACHMENT D
CITY OF NEW ORLEANS
INSURANCE REQUIREMENTS

ARTICLE VI - Insurance Requirements

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

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

Minimum Requirements:

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.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation, 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.

Automobile Liability Insurance 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.

Cyber Liability Insurance to the Contractors profession, with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Policy shall be sufficiently broad to include but not limited to coverage for losses arising from the breach of information security or cyber liability including Errors & Omission, Security and Privacy Liability, Media Liability, involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Professional (Errors & Omission) Liability Insurance appropriate to the Contractors profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Umbrella/Excess Liability – Umbrella/Excess policies must Follow Form of the underlying policies.

Important: Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage

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 Contractor's obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractor's limits of liability that arise from the performance of work under the Contract.

Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractor's 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).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

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

Primary Coverage: For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

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.

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

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

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 the City.

Notice: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request:

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

Substitute insurance coverage acceptable to the City 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.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

[ATTACHMENTS E THRU I ON FOLLOWING PAGES]

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**ATTACHMENT E
CITY OF NEW ORLEANS
CITY CONTRACT TERMS AND CONDITIONS**

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44. **TERMINATION FOR NON-APPROPRIATION.**

45. **TERMS BINDING.**

1. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.**

The 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 Contract, that the City 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.

2. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.**

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract 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 Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The 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 the Contractor are outside the normal course and scope of the City's usual business; and

46. **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.**

- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the 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.

3. **ASSIGNABILITY.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

4. **AMENDMENT.**

The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. **AUDIT AND INSPECTION:**

- a. The Contractor will submit to any City audit, inspection, and review and, at the City'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 the City.

b. The Contractor 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. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.

A. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

B. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains

noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

C. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

D. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

8. 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.

9. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will 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 the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

10. 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.

11. 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 the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. DECLARED DISASTER.

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City 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. Task Order. Notification and Personnel. Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor’s support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City’s needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to the Contractor. The City will 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 the City is provided with timely and accurate reports and other documentation, as requested.

13. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM.

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City’s Office of Supplier Diversity (“OSD”) oversees the DBE Program and assigns a DBE Compliance Officer (“DBECO”) to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. Cooperation. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Contractor.

b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

a. Copies of written contracts with DBE Entities and purchase orders;

b. Documentation of payments and other transactions with DBE Entities;

c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;

d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor.

Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

b. Reports are required even when no activity has occurred in a monthly period.

c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that

identify payer, payee and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification.

The OSD may grant a post-award modification request if:

a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity

submitted on DBE Compliance Form- 1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form - 1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions

from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

14. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

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

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

17. FAMILIARITY WITH LAWS

The Contractor shall be familiarized 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 Agreement.

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

18. NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, 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 Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City 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. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

19. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

20. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for four (4) additional one-year terms.

21. FORCE MAJEURE.

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor

and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

22. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

23. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

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

agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

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

24. INDEPENDENT CONTRACTOR STATUS. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

25. INVOICING. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement 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 the City is not liable. At a minimum, each invoice must include the following information: invoice number, contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may

also require additional supporting documentation to be submitted with invoices.

26. LIMITATIONS OF THE CITY'S OBLIGATIONS. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

27. LIVING WAGES.

A. Definitions. Unless otherwise expressly provided in this Agreement, 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. Current Living Wage. In accordance with the Living Wage

Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. 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 Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, 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 Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite
1800
New Orleans, Louisiana 70112

G. Compliance Monitoring.

Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the

pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

28. NO THIRD PARTY BENEFICIARIES.

The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

29. NON-EXCLUSIVITY.

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

30. NON-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.

31. NON-WAIVER.

The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor 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 the City’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.

32. OWNERSHIP INTEREST DISCLOSURE.

The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (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.

33. PAYMENT. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), or rendered, and approved by the City after receipt by the City of properly submitted invoice via the City's supplier portal.

34. PERFORMANCE MEASURES.

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

insurance certificates, and computer-generated reports).

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

35. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.

No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

36. 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.

37. 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.

38. SEVERABILITY. If a court of competent jurisdiction finds any provision of the 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 will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

39. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

40. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership,

indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

41. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

42. TERMINATION FOR CAUSE. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. 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 thirty (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.

43. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

44. 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 the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

45. TERMS BINDING. The terms and conditions of the Contract are

binding on any heirs, successors, transferees, and assigns.

46. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

[ATTACHMENTS F THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION 11.4.

THE DOCUMENTS IN THIS SECTION MUST BE COMPLETED AND SUBMITTED TO THE CITY UPON REQUEST FROM THE DEPARTMENT ADMINISTERING THE CONTRACT BUT PRIOR TO THE EXECUTION OF THE CONTRACT.

OTHER DOCUMENTS WILL BE REQUIRED. THE DEPARTMENT WILL SUBMIT THE REQUEST TO THE SELECTED RESPONDENT.

**ATTACHMENT F
CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

**THE TAX CLEARANCE AUTHORIZATION IS ATTACHED
SEPARATELY TO THIS RFP ON THE SUPPLIER PORTAL**

[ATTACHMENTS G THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

**ATTACHMENT G
CITY OF NEW ORLEANS
IDENTIFICATION OF SUBCONTRACTORS**

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 City of New Orleans
Solicitation No. _____.

3. The Respondent hereby identifies the following persons, natural or artificial, who are
retained by Respondent at the time the attached proposal is submitted and who are expected to
perform work as subcontractors in connection with the Respondent's work for the City.
Respondent hereby acknowledges and agrees that when new subcontractors not previously
named are added to the project, they must be promptly identified to the City User Department
within 48 hours of the change. The official change may not take place unless and until the City
provides its written approval.

Person(s) and Company Name (if applicable)

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 #

[ATTACHMENTS H THRU I ON FOLLOWING PAGES]

**ATTACHMENT H
CITY OF NEW ORLEANS
AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS**

STATE OF _____

COUNTY/PARISH OF _____

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

1. He/She is the _____ (*title*) and authorized representative of
_____ (*entity*), the "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.

3. The Respondent hereby confirms that _____ (*entity*) is

- compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.
- unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

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 I ON FOLLOWING PAGES]

SECTION 11.5.
SAMPLE AGREEMENT

ATTACHMENT I
CITY OF NEW ORLEANS
SAMPLE AGREEMENT COOPERATIVE ENDEAVOUR AGREEMENT

**COOPERATIVE ENDEAVOR
AGREEMENT**

BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND

PARTY NAME

PROJECT DESCRIPTION

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “**City**”), and **NAME OF PARTY**, represented by **NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY** (the “**Party Reference**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, the **Party Reference** is a **TYPE OF ENTITY (POLITICAL SUBDIVISION OR POLITICAL CORPORATION OF THE STATE, A PRIVATE OR PUBLIC, CORPORATION, LLC, NON-PROFIT, PARTNERSHIP, AN INDIVIDUAL, A PUBLIC OFFICIAL, ETC.)**, which principal address is located at **MAILING ADDRESS OF CONTRACTOR**;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of

Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City and the **Party Reference** desire to accomplish a valuable public purpose of *[insert general description of public purpose to be served]* by *[insert general description of activity in the CEA]*;

WHEREAS, the **Party Reference** *[insert general description of what the party will give or do and what the City will receive]*; and

WHEREAS, the City *[insert general description of what the City will give or do]*.

NOW THEREFORE, the City and the **Party Reference**, each having the authority to do so, agree as follows:

ARTICLE I - THE PARTY REFERENCE’S OBLIGATIONS

[For example, if services are involved, the User Entity can refer to Article I in template of professional services agreement:]

- A. Services.*
- B. Schedule.*
- C. Invoices.*

D. Audit and Inspection.

E. Insurance.

Etc.

ARTICLE II - THE CITY'S OBLIGATIONS

A. **Administration.** The City will:

1. Administer this Agreement through the **NAME OF THE CITY DEPARTMENT RESPONSIBLE FOR MONITORING THIS AGREEMENT**;

2. Provide the **Party Reference** with **IDENTIFY ANY SPECIFIC DOCUMENTS TO BE PROVIDED** and other documents deemed necessary for the **Party Reference**'s performance of any work required under this Agreement;

3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the **Party Reference**; and

4. **INSERT ANY ADDITIONAL OBLIGATIONS FOR THE CITY.**

ARTICLE III – FUNDING OR COMPENSATION

A. **Maximum Amount.** The maximum amount funded **OR** payable by the City under this Agreement is **INSERT NUMERICAL MAXIMUM DOLLAR AMOUNT.**

B. *[Add any related information and conditions. Examples: rate, notice of payment, etc.]*

ARTICLE IV - DURATION AND TERMINATION

A. **Term.** The term of this agreement shall be for 1 year from the Effective Date.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and

that additional funding, if required, is allocated by the City Council.

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

D. **Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

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

ARTICLE V - INDEMNITY

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and

judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

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

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

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

ARTICLE VI - INSURANCE

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

- a. **Minimum Requirements:**
- b. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. **Additional Insured Status.** **The Contractor will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, 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 coverage can be provided in the form of an endorsement to the Contractor's 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 City of New Orleans Risk Manager as Certificateholder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06— City Hall, New Orleans, LA 70112.

- ii. Primary Coverage. For any claims related to this contract, **the Contractor's insurance coverage shall be primary** insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.
- iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract 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 5 years after the termination of this agreement

- iv. Waiver of Subrogation. **The Contractor and its insurers agree to waive any right of subrogation** which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.
- v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to the City of no less than 60 days.**
- vi. 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 the City.

2. The **Party Reference** will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: **INSERT TITLE OF CEA IF APPLICABLE**) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

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

3. Without notice from the City, the **Party Reference** will:

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared

bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

- c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VII - PERFORMANCE MEASURES

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

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

ARTICLE VIII – LIVING WAGES

To the fullest extent permitted by law, the **Party Reference** agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If the **Party Reference** fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

ARTICLE IX – HIRENOLA PROGRAM

The **Party Reference** agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the **Party Reference** fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

ARTICLE X - NON-DISCRIMINATION

A. Equal Employment Opportunity.

In all hiring or employment made possible by, or resulting from this Agreement, the **Party Reference** (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor’s employees are treated during employment without regard to their race, color, religion, sex, 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, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. *Non-Discrimination.* In the performance of this Agreement, the **Party Reference** 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 the City working with the **Party Reference** in any of **Party Reference**’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 **Party Reference** 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. *Incorporation into Subcontracts.* The **Party Reference** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the **Party Reference** fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status.* The **Party Reference** is an independent

contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

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

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

D. Waiver of Benefits. The **Party Reference**, as an independent contractor, will not receive from the City 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 the City under this Agreement.

ARTICLE XII - NOTICE

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

1. To the City:

**NAME AND ADDRESS
OF THE CITY
DEPARTMENT
RESPONSIBLE FOR
MONITORING THIS
AGREEMENT**

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite
5E03
New Orleans, LA 70112

2. To the Contractor:

**NAME AND ADDRESS
OF POINT OF CONTACT
FOR PARTY
REFERENCE TO
RECEIVE NOTICES**

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

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

ARTICLE XIII - ADDITIONAL PROVISIONS

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

parties to this Agreement.

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

C. Audit and Other Oversight. The **Party Reference** will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the **Party Reference** to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the **Party Reference** agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

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

E. Compliance with City's Hiring Requirements – Ban the Box.

- i. The **Party Reference** agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the **Party Reference** must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.
- ii. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this

Agreement. Upon learning of any such breach, the City will provide the **Party Reference** notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the **Party Reference** remains noncompliant, the City may move to suspend payments to the **Party Reference**, void the Agreement, or take any such legal action permitted by law or this Agreement.

- iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.
- iv. The **Party Reference** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-**Party Reference** to comply with those provisions.

F. Conflicting Employment. To ensure that the **Party Reference**'s efforts do not conflict with the City's interests, and in recognition of the **Party Reference**'s obligations to the City, the **Party Reference**

will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The **Party Reference** will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the **Party Reference**'s performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

G. Construction of Agreement.

Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the 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 the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the **Party Reference** on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. 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 5 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.

I. Dealer License.

The **Party Reference** swears that it possesses a valid dealer's license issued under the provision of La. R.S. 32:1254, a copy of which license is incorporated into this Agreement as Exhibit "_____."

J. Employee Verification.

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

K. Entire Agreement.

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

L. Exhibits.

The following exhibits will be and are incorporated into this Agreement: *[list all exhibits to incorporate in the Agreement]*.

M. Jurisdiction. The **Party Reference** 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 **Party Reference**.

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

O. No Expectation of Benefit or Special Treatment. The **Party Reference** swears that, as a result of the donation of the services that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

P. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

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

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

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

T. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; *[List of all incorporated documents in descending order]*.

U. Ownership Interest Disclosure. The **Party Reference** will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the **Party Reference** and stating that no other person holds an ownership interest in the **Party Reference** via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the **Party Reference** fails to submit the required affidavit, the City may, after 30 days' written notice to the **Party Reference**, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

V. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the **Party Reference** in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs,

source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the **Party Reference**'s personnel and administrative records and any tools, systems, and information used by the **Party Reference** to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the **Party Reference**'s consent and for no additional consideration to the **Party Reference**.

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

X. Prohibition on Political Activity. None of the funds, materials, property, or

services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

Z. Restrictions on Subleases. The **Party Reference** may not enter into any sublease without the prior approval of the Council of the City of New Orleans.

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

BB. Special Conditions for XXXX Contracts. The "XXXX Compliance Provisions for Professional Services Contracts," attached as Exhibit "___" to this Agreement, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents, to the contrary, upon the City's notice to the **Party Reference** that the City intends to seek reimbursement from the XXXXX Program in connection with the work to be performed under this Agreement.

CC. Subcontractor Reporting.

The **Party Reference** will provide a list of all natural or artificial persons who are retained by the **Party Reference** at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the **Party Reference**'s work for the City. For any subcontractor proposed to be retained by the **Party Reference** to perform work on the Agreement with the City, the **Party Reference** must provide notice to the City within 30 days of retaining that subcontractor. If the **Party Reference** fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

DD. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, and **IDENTIFY ANY OTHER PROVISIONS THAT SHOULD SURVIVE TERMINATION** shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

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

ARTICLE XIV – COUNTERPARTS

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

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

IN WITNESS WHEREOF, the City and the **Party Reference**, through their duly authorized representatives, execute this Agreement.

NAME OF PARTY

CITY OF NEW ORLEANS

BY: _____

BY: _____
LATOYA CANTRELL,
MAYOR

**NAME AND TITLE OF
INDIVIDUAL
INDICATED IN PROOF
OF SIGNING
AUTHORITY**

Executed on this _____
of _____
_____, 202__

FEDERAL TAX I.D. **OR**
SOCIAL SECURITY NO.

FORM AND LEGALITY
APPROVED:
Law Department

[EXHIBIT(S) XXXX C CONTAINED
ON NEXT PAGE(S) ~~or~~ ATTACHED
SEPARATELY (if too voluminous)]

By: _____
Printed Name: _____

[END OF SOLICITATION]

[The remainder of the page is intentionally left blank]

DEPARTMENT OF FINANCE BUREAU OF PURCHASING

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

JULIEN MEYER
CHIEF PROCUREMENT OFFICE

April 19, 2021

ADDENDUM NO.: ONE (1)

RFP PROPOSAL NO.: 1193

**RFP SUBMITTAL DEADLINE: June 17, 2021
TIME: 12:00 P.M.**

SUBJECT: Advanced Broadband and Smart City Systems

TO ALL PROSPECTIVE BIDDERS:

PLEASE BE ADVISED OF THE FOLLOWING ADDS/DELETES/CHANGES WHICH SHALL BE CONSIDERED AS INCLUDED IN THE ORIGINAL REQUEST FOR QUALIFICATIONS AND SHALL TAKE PRECEDENCE OVER ANY PART OF THE ORIGINAL REQUEST FOR QUALIFICATIONS IN CONFLICT THEREWITH.

The Proposal Submission Deadline has been extended to June 17, 2021 at 12:00 PM.

**JULIEN MEYER
CHIEF PROCUREMENT OFFICER**

1300 PERDIDO STREET | SUITE 4W07 | NEW ORLEANS, LOUISIANA | 70112
PHONE 504.658.1550 | FAX 504.658. 1570



IGNITE CITIES Announces Connected City Consulting Practice: Partnerships with Mayors to Rethink Smart City Collaboration

Collaborating with Mayor Garcetti and other mayors to build more connected, dynamic, and engaging cities.

CHICAGO ([PRWEB](#)) January 17, 2019 -- This week IGNITE Cities (IGNITE), a global consulting practice designed to develop, engage, and ignite relationships between mayors and leading tech firms, officially announced their groundbreaking Connected City Consulting Practice.

Headquartered in Chicago, Illinois, IGNITE is led by, George Burciaga, a globally connected city architect and government relations expert in digital city transformation, government efficiencies, and smart city modeling.

IGNITE has engaged mayors to realign smart city solutions that scale within and across cities. Currently partnered with numerous mayors across the country, including Los Angeles Mayor Eric Garcetti, Columbia, South Carolina Mayor Stephen K. Benjamin, Miami Mayor Francis Suarez, and Honolulu Mayor Kirk Caldwell, IGNITE has deployed a unique framework and methodology that initiates the groundwork to not only scale but also replicate and develop profitability for cities.

Mayor Benjamin, who also serves as President of the United States Conference of Mayors, added, “IGNITE is in a unique and strategic space as they target those who are at the center of the equation to ensure results. In order to align purpose across departments and a methodology that will succeed, I am excited to support IGNITE in anticipation of how they’ll be able to help and guide cities.”

IGNITE is focused on building scalable solutions and partnerships with mayors and leading technology firms, in order to resolve priority mayoral issues, such as homelessness, tomorrow’s workforce, education, safety, plus mobility and infrastructure. The collaboration across cities is required, with partnerships that challenge everything. IGNITE is managing the process to think bigger than 5G while giving it a purpose that delivers measurable success to improve the lives of people including the City of Los Angeles.

“Los Angeles is a capital of innovation and creativity, where we know that cutting-edge technology can offer smart solutions to everything from city services and transportation, to public safety, sustainability, and economic development,” said Mayor Garcetti. “Our partnership with IGNITE will help us build a more connected, dynamic, and engaged City, with an infrastructure designed to meet the challenges of today and the opportunities of the future.”

"My purpose hasn't changed," said Burciaga. "We are challenging everyone to improve the way people live by connecting devices, people, and services. I've spent 18 years with cities across the world; our team's focus is on providing the platform and framework required for the collaboration necessary to resolve critical city issues, driven by mayors around the world."

Burciaga went on to add that scaling and replicating is required, with the final process to develop profitability. IGNITE has broken down their profitability requirement for cities into 3 key elements: new revenue, defined efficiencies, and actual sustainability. With only 29% of public sector tech projects and city infrastructure remaining successful today, the industry is in dire need of a reliable solution.





About IGNITE CITIES: After years of designing solutions for cities and global deployments, IGNITE is a global consulting practice designed to develop, engage and ignite relationships with mayors, CIOs, and global technology firms. The objective is to architect a connected city by placing people at the center of our purpose. IGNITE has refocused the connected city space and developed a smart framework that can scale, replicate, and generate profit. The result creates a visible impact that is measured by people through citizen engagement, transformed infrastructure, and improved city services. For more information, visit <http://www.ignitecities.com/>



Contact Information

Vanessa Abron

Agency Abron

+1 (312) 480-9050

Online Web 2.0 Version

You can read the online version of this press release [here](#).



Our work

Ideas & breakthroughs fueled by projects architected by IGNITE through current experience working with mayors and city leaders from around the country.

It's a fact, cities across the world are now forced to evolve and adapt their existing infrastructure and services to accommodate the growth in population and connected technologies. Cities must continue to react to human occurrences and become more efficient. Today, current city infrastructure and services are singular and static with limited or no scalability. Cities can NOT manage their current issues nor resolve future requirements without becoming smarter.

Our advisory relationships with Mayors and CEO's from across the country have allowed the convergence of new smart city services. We articulate, architect and deliver a tactical framework to accelerate the success for our partner cities and clients.





Actual IGNITE roundtable with Mayors and clients from around the world.

Our perspective on connected cities



The response creates a visible impact that is measured by (PEOPLE) citizen engagement, transformed infrastructure and improved city services.

The results:

- Improved city management
 - New shared revenue opportunities
 - Enhanced quality of life for everyone
 - Sustainable urbanization
 - Transformation of human engagement
-

LET'S CHANGE THE WORLD!

MORE INFO

askme@ignitecities.com

RESOLUTION NO. 2019-123-3252

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THE MEMORANDUM OF UNDERSTANDING WITH IGNITE CONSULTING, LLC DBA IGNITE CITIES (IGNITE); ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, IGNITE Consulting, LLC, dba IGNITE Cities (IGNITE) is a global consulting practice designed to develop, engage and ignite relationships with Mayors, CIOs, and global technology firms, and

WHEREAS, the objective is to architect a connected city by placing people at the center of Ignite's purpose, and

WHEREAS, IGNITE will provide City pro bono consulting and advisory services involving: the alignment of the City's initiatives with global partners to reframe smart city offerings that can scale, replicate, and become profitable for the City of Miami Gardens, serving as a partner city for IGNITE's Connected City Global Task Force, encouraging and instigating visibility through various mediums of communication, and new smart city thought leadership across the world and potential events to attend, and

WHEREAS, Mayor Oliver Gilbert, III recommends the City execute the attached Memorandum of Understanding with IGNITE Consulting, LLC dba IGNITE Cities (IGNITE), attached hereto as Exhibit "A",

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:



Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and the City Clerk to execute and attest respectively the Memorandum of Understanding with IGNITE Consulting, LLC dba IGNITE Cities (IGNITE); attached hereto as Exhibit "A".

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject Memorandum of Understanding with one to be maintained by the City and with one to be delivered to IGNITE Consulting, LLC dba IGNITE Cities (IGNITE).

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MAY 8, 2019.



OLIVER GILBERT, III, MAYOR

ATTEST:



MARIO BATAILLE, CMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY
SPONSORED BY: MAYOR OLIVER GILBERT, III

Moved by: Councilman Williams
Seconded by: Councilwoman Odom

VOTE: 5-0

Mayor Oliver Gilbert, III	<u>X</u> (Yes)	_____ (No)
Vice Mayor Rodney Harris	_____ (Yes)	_____ (No) (absent)
Councilwoman Katrina Wilson	<u>X</u> (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	<u>X</u> (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	<u>X</u> (Yes)	_____ (No)
Councilman Reggie Leon	_____ (Yes)	_____ (No) (absent)
Councilman David Williams Jr	<u>X</u> (Yes)	_____ (No)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective as of _____, 2019, sets forth the terms and understanding between IGNITE Consulting, LLC dba IGNITE Cities (IGNITE) and) the City of Miami Gardens (CITY), for IGNITE to provide pro bono consulting and advisory services to Mayor for the below mentioned services and/or programming.

The provisions of this MOU are not legally binding and merely represent the expression of IGNITE and the City's mutual intent to partner.

Background

IGNITE is a global consulting practice designed to develop, engage and ignite relationships with Mayors, CIOs and global technology firms. The objective is to architect a connected city by placing people at the center of our purpose. IGNITE has refocused the connected city space and developed a smart framework that can scale, replicate and become profitable. The result creates a visible impact that is measured by PEOPLE through citizen engagement, transformed infrastructure and improved city services.

Purpose

IGNITE will provide CITY pro bono consulting and advisory services involving:

- The alignment of City's initiatives with global partners to reframe smart city offerings that can scale, replicate, and become profitable for the City of Miami Gardens
- Serving as a partner city for IGNITE's Connected City Global Task Force
- Encouraging and instigating visibility through various mediums of communication
- New smart city thought leadership across the world and potential events to attend

Compliance with Florida Public Records Laws. To the extent required by law, IGNITE shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, IGNITE agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The CITY shall make the sole determination of which records, if any, are exempt from inspection. This clause shall serve the duration of the Agreement. IF THE IGNITE OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE IGNITE OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 18605 NORTHWEST 27TH AVENUE, MIAMI GARDENS, FLORIDA 33056.

(Signature)
George Burciaga, CEO
IGNITE Cities

Date

City of Miami Gardens,

By: _____
Cameron Benson
City Manager

ATTEST:

By: _____
Mario Bataille, City Clerk

Approved as to Legal form:

By: _____
City Attorney

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city

Underserved students in four cities are about to get free Wi-Fi

A solar-powered router like this one will be installed in a handful of cities later this year. (Mesh++)



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GOT IT!

Written by [Ryan Johnston](#)
Sep 1, 2020 | [STATESCOOP](#)

The civic technology consulting group Ignite Cities announced on Tuesday a plan to bring free Wi-Fi to underserved neighborhoods in Chicago, Miami, New Orleans, and Columbia, South Carolina, and potentially more cities as the academic year progresses.

The project, which began on [in Chicago in July](#), will install outdoor, solar-powered routers for students without internet access at home or the ability to access the internet in classrooms closed because of COVID-19. The devices, which are roughly the size of a large pizza box, have so far been installed on Chicago's public buildings and throughout four of its neighborhoods to provide wireless internet at no cost to the city or its residents.

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GOT IT!

“Every family should have internet access and we need to do everything possible to resolve this across the country,” Miami Mayor Francis Suarez said in a press release. “We have students who have been unable to fully participate in remote learning and parents looking for work. This program provides a smart response as we work towards a larger plan.”

Federal CARES Act funding and private-public partnerships like these have during the pandemic fueled the ability of cities to connect their residents to the internet for work and remote learning.

FCC Commissioner [Jessica Rosenworcel](#) told StateScoop earlier this month she’s pleased local initiatives like Chicago’s have been put into action, but that more could be done on a federal level to support cities. In particular, she’s suggested that E-Rate, an FCC broadband subsidy program for schools, [could be expanded](#) to fund home internet connections in low-income areas.

In addition to a possible expansion of Ignite Cities’ outdoor Wi-Fi project later this year, the group is also planning to launch a larger municipal broadband program within the next few months. The larger program is based on a \$75 million partnership with JLC Infrastructure, an asset management firm partially owned by retired basketball legend Magic Johnson.

-In this Story-

[Chicago](#), [Columbia](#), [coronavirus pandemic](#), [Ignite Cities](#), [Miami](#), [New Orleans](#), [Wi-Fi](#)

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by [Ryan Johnston](#) • 3 hours ago

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Mayor's Office

NEWS

April 16, 2021

CITY ANNOUNCES PUBLICATION OF THE ADVANCED BROADBAND AND SMART CITY RFP

NEW ORLEANS — The City today announced the publication of the Advanced Broadband and Smart City RFP. With this RFP, the City is seeking proposals to deliver broadband connectivity and a host of Smart City solutions that will improve City services, improve quality of life, promote economic development and bridge the digital divide.

"Digital equity has been at the forefront of the Cantrell administration since day one. We know that 1 in 4 students does not have access to Internet at home, and there are places in our community where 30%-50% of residents do not have Internet at home. But Mayor Cantrell believes that everyone should have access to high-speed Internet in order to deliver digital equity and opportunity to all communities," said **Jonathan Rhodes, Director, Mayor's Office of Utilities**.

[\[WATCH: Advanced Broadband press conference](#)

[https://www.facebook.com/mayorcantrell/posts/1356874658015846?](https://www.facebook.com/mayorcantrell/posts/1356874658015846?utm_campaign=City_of_New_Orleans&utm_content=&utm_medium=email&utm_source=govdelivery&utm_term=))

[utm_campaign=City_of_New_Orleans&utm_content=&utm_medium=email&utm_source=govdelivery&utm_term=\)](https://www.facebook.com/mayorcantrell/posts/1356874658015846?utm_campaign=City_of_New_Orleans&utm_content=&utm_medium=email&utm_source=govdelivery&utm_term=))

The COVID-19 pandemic has made the need for connectivity even more critical for learning, working, public health, civic and community engagement and so much more. This RFP is a major step toward securing high-speed Internet for all.

In addition to Internet connectivity, the City is seeking Smart City systems to improve City services, reduce costs, generate new revenue, increase public safety and advance economic development far into the future. This includes options such as smart lighting, intelligent traffic management, smart water detection, and smart kiosks to deliver public information and City services. To be more specific, the City is seeking to deploy wireless and fiber infrastructure that address the digital divide and community needs by providing for a level of free services to members of the public.

"I'd like to thank our partners at Ignite Cities, who have provided assistance to help New Orleans understand the power of the Smart City approach to digital equity," Rhodes added.



Visit the City's Procurement Office to learn more (https://nola.gov/purchasing/?utm_campaign=City_of_New_Orleans&utm_content=&utm_medium=email&utm_source=govdelivery&utm_term=).

#

Last updated: 4/20/2021 1:30:53 PM

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Mauricio Lopez-Hodoyan, Investor Relations
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Email: ir@qualcomm.com

Qualcomm, JLC Infrastructure And IGNITE Collaborate To Enable Key Segments with Smart Cities Solutions

JLC Infrastructure Joins Qualcomm® Smart Cities Accelerator Program to Help Deliver Smart Solutions to Customers in the Commercial, Industrial and Municipal Sectors Nationwide

SAN DIEGO – June 8, 2020 – Qualcomm Technologies, Inc., JLC Infrastructure (“JLC”) and IGNITE Cities (“IGNITE”) today announced a strategic collaboration to develop and deliver a suite of smart and connected technology solutions to help meet the needs of customers in the commercial, industrial and municipal sectors. This collaboration aims to further advance the Qualcomm® Smart Cities Accelerator Program in the key municipal, university, school and hospital (“MUSH”) segments, as well as the infrastructure construction industry. To help make the collaboration a commercial reality, Qualcomm Technologies intends to bring its technology innovation and leadership, JLC intends to leverage its vast network of essential municipal and construction relationships, and IGNITE intends to provide its expertise in building municipal partnerships and successfully resolving complex city issues. In conjunction with its participation in the Qualcomm Smart Cities Accelerator Program, JLC also announced it plans to allocate an initial \$75 million in capital for investment in projects developed in collaboration with Qualcomm Technologies and IGNITE, with the goal of driving transformational initiatives in cities worldwide alongside a diverse community of companies.

The Qualcomm Smart Cities Accelerator Program, launched in 2019 as part of the [Qualcomm® Advantage Network](#), is designed to connect cities, municipalities, government agencies, and enterprises with an ecosystem of providers to help deliver greater efficiencies, cost savings, safety, and sustainability. With expertise in commercially deployed solutions, program members include hardware and software providers, cloud solution providers, system integrators, design and manufacturing companies, as well as those offering end-to-end smart city solutions. By connecting members looking for smart city solutions, the program aims to enrich lives through the accelerated transformation of city infrastructure and services.

“We’re thrilled to collaborate with JLC and IGNITE to expand the adoption of smart cities applications and accelerate digital transformation across various sectors” said Jeffery Torrance, vice president, business development of IoT at Qualcomm Technologies, Inc. “By providing universities, the construction industry and other clients with our smart, technology-based solutions, we hope to help these key sectors become more efficient, reduce their costs and resources, and increase the agility and safety of their operations. The extensive experience, relationships and project capital which JLC and IGNITE possess will be instrumental in accelerating the deployment of solutions across the nation.”

“Our collaboration with Qualcomm Technologies and its network of accelerator program smart technology partners presents an immense opportunity for JLC to significantly improve the quality of life on campuses and provide facilities managers with enhanced tools to manage limited resources in an economically sustainable manner. We look forward to providing the financial support needed to implement smart projects across the nation,” said Andrew Kim, managing director of JLC Infrastructure.



“Our work is not about small calculated projects – it’s about delivering a strategic plan and solutions that reshape our future,” said George Burciaga, managing partner at IGNITE.

The collaboration plans to focus initial efforts on the education and construction industries. In the education sector, the companies plan to bring smart devices to school campuses. Additionally, JLC and Qualcomm Technologies are evaluating opportunities to utilize smart technology to enhance construction management digitization and construction safety, especially on critical infrastructure construction sites. As cities and states begin to reopen their economies in phases, the collaboration aims to develop integrated solutions to enable vital construction projects to move forward while concurrently monitoring social distancing guidelines and establishing heightened health and safety standards.

About Qualcomm

Qualcomm is the world’s leading wireless technology innovator and the driving force behind the development, launch, and expansion of 5G. When we connected the phone to the internet, the mobile revolution was born. Today, our foundational technologies enable the mobile ecosystem and are found in every 3G, 4G and 5G smartphone. We bring the benefits of mobile to new industries, including automotive, the internet of things, and computing, and are leading the way to a world where everything and everyone can communicate and interact seamlessly.

Qualcomm Incorporated includes our licensing business, QTL, and the vast majority of our patent portfolio. Qualcomm Technologies, Inc., a subsidiary of Qualcomm Incorporated, operates, along with its subsidiaries, substantially all of our engineering, research and development functions, and substantially all of our products and services businesses, including our QCT semiconductor business.

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vulnerable communities as a response to the unbalanced delivery of critical technologies in underserved communities.

IGNITE CITIES is working closely with mayors across the U.S. to resolve human based issues at an accelerated pace. The organization has also developed a group of partnerships with ecosystem partners, including Qualcomm Technologies, MasterCard, Microsoft and others focused on broadband, inclusion, education and other critical issues needing resolved across the country.

Announcement - June 8, 2020

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Announcement - April 13, 2020 NLC Partners with IGNITE to Showcase Mayor Voices During Pandemic

National League of Cities (NLC) and IGNITE Cities (IGNITE) have partnered to showcase the voice of local leaders with the launch of *On the Frontlines: Conversations with Mayors*. The new video showcase will allow mayors to tell how they are responding to the COVID-19 pandemic in their communities and actions they are taking to protect the health and welfare of their residents.

From stay-at-home orders, the deployment of new technologies, to eviction moratoriums, mayors across the United States are being decisive and making tough decisions to ensure the safety of their communities. NLC and IGNITE are inviting mayors to tell the story of their communities in their own words. NLC and IGNITE will share these stories globally to showcase the leadership and urgency of response during this crisis.



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Qualcomm Advantage Network is continually growing to deliver more value to our ecosystem. This means expanded programs, resources and opportunities for member companies, so check back often.



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Fast-tracking the transformation of smart cities.

As part of the Qualcomm® Advantage Network, the Qualcomm® Smart Cities Accelerator Program is designed to connect cities, municipalities, government agencies, and enterprises with an ecosystem of providers to help deliver greater efficiencies, cost savings, safety, and sustainability. With proven expertise in commercially deployed solutions, program members include hardware and software providers, cloud solution providers, system integrators, design and manufacturing companies, as well as those offering end-to-end smart city solutions. By connecting members with those searching for smart city solutions, together we're accelerating the transformation of city infrastructure and services to help enrich people's lives.



Providing connections that help make smart city visions a



Improved time-to-implementation

Member companies offer a comprehensive suite of services and Qualcomm Technologies-based solutions that address a wide range of smart city needs. By working with proven expertise and deployed solutions, cities, municipalities, government agencies, and enterprises can accelerate the realization of their vision.



Increased business opportunities

We focus on nurturing joint business opportunities with member companies by recommendation through online, customer-facing systems, and requests for proposals. Members also receive priority access to comarketing opportunities to help build awareness of the advances made possible through our collaboration.



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Our breakthroughs in mobile connectivity and edge computing combined with the innovations of program members are ushering in a new era of possibilities for city infrastructure and services. With a breadth of Qualcomm Technologies-based solutions addressing diverse vertical segments, we're helping deliver greater efficiencies, cost savings, safety, and sustainability to cities.

Featured videos

2020 Qualcomm Smart Cities Accelerate

DEC 8, 2020 2:31:31

Keynote Fireside Chat: State of Smart Cities/Connected Spaces Today and the Transformation with 5G

DEC 10, 2020 36:17





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Event Summary

Print

Event: 1193 Version: 6 Event Name: RFP for Advanced Broadband and Smart City Systems

- Summary
- Meetings
- Contacts
- Attachments
- Lines
- Amendments
- [Plan Holders List](#)

Supplier	Contact	Email Address	Phone	Mobile	Responded
(A) [Redacted]					Yes
Cox Communications Inc	Lauri Daunoy	[Redacted]			Yes Details
Samsung Electronics America, Inc.	Cameron Gillis	[Redacted]			Yes Details
Maverick Cont. Corp.	Robert Cimon	[Redacted]			Yes Details
QUBE-MRS LLC	Kevin Garland	[Redacted]			Yes Details
Wi-Fiber, LLC	Colby Humphrey	[Redacted]			Yes Details
MJE-Loop Capital Partners LLC	Ngowari Harry	[Redacted]			Yes Details

Records Per Page: 100



LATOYA CANTRELL, MAYOR
CITY OF NEW ORLEANS

OFFICE OF THE MAYOR

EXECUTIVE ORDER

LC 20-01

WHEREAS, the Home Rule Charter of the City of New Orleans requires the Mayor to establish, by Executive Order, a competitive selection procedure for the procurement and award of professional service contracts;

WHEREAS, it is in the interest of the City to create a process that is open, honest, fair, transparent, just, and inclusive;

WHEREAS, it is in the interest of the City to ensure the fair and equitable treatment of all persons and entities that utilize the procurement system of the City of New Orleans;

WHEREAS, it is in the interest of the City to maximize competition and ensure accountability at all states of the contracting process;

WHEREAS, it is in the interest of the City to create a process that increases public confidence in the City's procurement procedures and provides safeguards for the maintenance of a procurement system of quality and integrity;

WHEREAS, it is in the interest of the City to develop a process to maximize the use of socially and economically disadvantaged business enterprises in accordance with applicable law; and

WHEREAS, the City seeks to maximize the use of local businesses;

NOW THEREFORE, I LATOYA CANTRELL, by the authority vested in me as Mayor of the City of New Orleans, by the Constitution and laws of the State of Louisiana and the Home Rule Charter and laws of the City of New Orleans, **HEREBY ORDER AS FOLLOWS**:

1. Effective Date; Repeal of Prior Order

This Executive Order is effective upon the date of its issuance. Previously issued Executive Order MJL 10-05 is hereby revoked.

2. Purpose

These guidelines and procedures are promulgated in accordance with the provisions of the Home Rule Charter of the City of New Orleans to govern the procurement of professional services by contract for the Executive Branch of city government



3. Scope

These guidelines and procedures apply to any department, agency, board, commission, public benefit corporation, or other entity of the Executive Branch of city government in the procurement of all “professional services,” as defined below, with a contract amount in excess of the threshold amount established by ordinance, regardless of the funding source, including, without limitation, the operating and capital budgets and grant, unless such grant clearly specify and mandate as a condition of the grant award, the City’s use of (a) a particular contractor(s) or (b) a particular contractor selection process. This Executive Order does not apply to the procurement of professional service contracts by the City Council; such contracts are covered by a competitive selectin process promulgated by Council Rule. This Executive Order applies to all departments, agencies, boards, commissions, public benefit corporations, and other entities of the Executive Branch of city government, including but not limited to:

a. Departments

- Department of Law
- Department of Police
- Department of Fire
- Department of Safety & Permits
- Department of Sanitation
- Department of Public Works
- Department of Recreation
- Department of Human Services
- Department of Health
- Department of Finance
- Department of Property Management
- Department of City Civil Service
- Department of Parks and Parkways

b. Boards and Commissions

- Departmental:
 - In the Department of Safety and Permits:
 - Board of Electrical Examiners
 - Board of Mechanical Examiners
 - Board of Examiners of Operating Engineers
- Attached to Departments or Commissions:
 - To the Department of Safety and Permits:
 - Board of Building Standards and Appeals
 - To the City Planning Commission
 - Board of Zoning Adjustments
 - To the Department of Property Management:
 - Delgado Albania Plantation Commission

- c. Other
 - City Planning Commission
 - Board of City Trusts
 - Central Business District Historic District Landmarks Commission
 - New Orleans Historic District Landmarks Commission
 - New Orleans Building Corporation
 - Mosquito Control Board
 - Piazza d'Italia Development Corporation
 - Upper Pontalba Restoration Corporation
 - Municipal Yacht Harbor Development Corporation
 - New Orleans Museum of Art

- d. Unattached Boards and Commissions
 - Public Library Board
 - Vieux Care Commission
 - New Orleans Alcoholic Beverage Control Board

- e. Contingent
 - City Civil Service Commission
 - Board of Liquidation, City Debt
 - Public Belt Railroad Commission
 - Sewerage and Water Board of New Orleans
 - New Orleans Aviation Board
 - Audubon Commission
 - Board of Trustees of the Municipal Employees Retirement Systems
 - Board of Trustees of the Firemen's Pension and Relief Fund
 - Rivergate Development Corporation
 - French Market Corporation

Any entity to which this Executive Order applies may promulgate procedures for a competitive selection process that is consistent with the purposes and intent of the City Charter mandating a competitive selection process for professional services. Upon certification by the Mayor that such procedures are consistent with the purposes and intent of the City Charter, the entity may use those procedures and this Executive Order shall not apply to such entity. Any such alternative competitive procedure must be annually reviewed and recertified in writing by the Mayor, pursuant to an annual written request by the entity. Any proposed amendment to the entity's competitive selection procedure must be approved in writing by the Mayor before becoming effective.

- f. All offices, departments, boards, commissions, agencies, public benefit corporations, or other entities of the Executive Branch, including but not limited to, the Office of the Mayor and the Chief Administrative Office.

These guidelines and procedures do not apply to selection of recipients of funding from the Economic Development Fund (EDF) and the Neighborhood Housing Improvement Fund (NHIF). Those awards are subject to specific requirements established pursuant to tax referenda approved by the voters of New Orleans.

4. Legal Authority

The legal authority for the procurement of professional services by contract is cited below:

- a. Article IV, Chapter 2, Section 4-206(1)(h) and (i) of the Home Rule Charter of the City of New Orleans empowers the Mayor to sign contracts and to see that the terms and conditions of all contracts are faithfully executed.
- b. Article VI, Chapter 3, Section 6-308(5)(b) of the Home Rule Charter of the City of New Orleans requires that professional services for the Executive Branch be awarded on the basis of a competitive selection process established by Executive Order of the Mayor.

5. Definition

For the purpose of this Executive Order, “professional services” are defined as follow:

Professional services are those that include work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others or in the practice of an art founded on it, which independent contractor shall include but not be limited to attorneys, doctors, dentists, nurses, veterinarians, architects, engineers, land surveyors, landscape architects, accountants, actuaries, appraisers, business consultants, investment advisors, and claims adjusters. A profession is a vocation founded upon prolonged and specialized intellectual training which enables a particular service to be rendered. The word “professional” implies professed attainments in special knowledge as distinguished from mere skill. Standards for recognition of status as a professional service include the following:

- a. completion of training or advanced study in a specialized field;
- b. exercise of skills based on experience and competence in a recognized discipline; and
- c. adherence to technical standards and practices in a learned discipline that confers status and may espouse and endorse codes of common practice and use of recognized methods.

Evidence of professional status may include diplomas, certificates of education and training, licenses, or membership in organizations that endorse ethical standards and practices.

6. Guidelines

- a. In accordance with Article VI, Chapter 3, Section 6-308(5)(d) of the Home Rule Charter of the City of New Orleans, the threshold value of professional service contracts subject to this Order is as provided by ordinance.
- b. All new professional services procured by the Executive Branch of city government are subject to this Order.
- c. Preference or first consideration will be given to businesses and individuals located in Orleans parish to the maximum extent permitted by applicable law.

7. Administrative Procedure for Professional Service Contracts.

The Chief Procurement Officer (“CPO”) must promulgate written procedures for the awarding of professional service contracts. The procedure must require a preliminary determination by the CPO that the procurement is for an authentic professional service in accordance with the definition of professional services set forth in this Order and is therefore eligible for the professional service contracting process. The procedure must also require a demonstration of the need to use outside contractors instead of in-house staff and must provide penalties for corrupt practices, a procedure for notification of selection of a proposal, and a procedure for contesting decisions selecting a winning proposal.

8. Request for Proposals and Request for Qualifications

The CPO must create and publish on the City’s web site a standardized Request for Proposals (“RFP”) and Request for Qualifications (“RFQ”).

- a. The entity requesting the contract (“User Entity”) must submit a draft RFP or RFQ to the CPO for fiscal review and preliminary approval. The entity requesting the contract shall indicate the manager of the User Entity and the employee who will primarily monitor or manage the contract. The User Entity and CPO must strive to eliminate ambiguity from the proposed draft so that all prospective respondents will have an equivalent understanding of the document’s contents.
- b. The User Entity must adhere to a standardized RFP or RFQ instrument, but the instrument may be adapted appropriately. The request must contain a clear description of the scope of services to be performed, description of the work to be performed and objectives to be met, the deadline for proposals, the identify of a contact person, the timetable for selection, the criteria for evaluation, and the relative weight attached to each. Weighted criteria may include but are not limited to cost; specialized experience and technical competence; performance history, including cost control, work quality, and ability to meet schedules and deadlines; the applicants’ current workload; maintenance of an office, residence, or domicile within Orleans Parish, to the extent permitted by law; and willingness to promote full and equal business opportunities in accordance with the City’s State-Local Disadvantaged Business Enterprise Program.
- c. The request must also contain the standardized disclosure form for respondents to use in identifying any possible conflicts that might impair their ability to perform if awarded the contract, including any familial or business relationships that the firm, the proposed subcontractors, and their principles have with city officials or employees.
- d. The request must contain a second disclosure form for respondents to use in identifying proposed subcontractors. When circumstances require a change in the proposed subcontractors, the successful firm must expeditiously inform the awarding party of such changes. When new subcontractors not previously named are added to the project, they must be promptly identified to the User Entity within 48 hours of the change and subsequently accepted by the City pursuant to the rules promulgated by the CPO.

- e. After fiscal review and authorization by the CPO, the CPO must prepare and disseminate an advertisement to request proposals or qualifications from contractors.
 - i. Advertisements must be published at least once during each of two consecutive weeks in the Official Journal of the City and in such supplemental publications or journals, both print and online, as the CPO and requesting department describe as necessary. Additionally, each invitation to contract must be advertised on the City's web site for a minimum of two consecutive weeks.
 - ii. Publication as provided in this section constitutes the minimally acceptable notification. Departments, agencies, boards, commissions, public benefit corporations, or other entities of the Executive Branch of city government are encouraged to use whatever reasonable means will ensure the widest possible dissemination of the invitation to submit proposals.
 - iii. The CPO shall develop, on the City's web site, an opportunity for any interested party to be added to an e-mail list for professional services procurements. The CPO shall send an e-mail each time the City commences a procurement for a professional service.
- f. Departments, agencies, boards, commissions, public benefit corporations, or other entities of the Executive Branch of city government must attempt to obtain at least three proposals from qualified contractors. If fewer than three proposals are received, the CPO should require additional advertisement, unless the CPO explains in a written justification why additional advertisement is not likely to produce additional submissions.
- g. For more complex projects, the User Entity may request the CPO to authorize use of an RFQ to determine a group of qualified firms before issuing an RFP. An RFQ must include a summary of the project and request for specific information regarding the firm's experience, ability, and capacity to complete the project. Pursuant to the written procedure promulgated by the CPO, the RFQ process must be designed to maximize the number of qualified firms able to compete for the project.

9. Selection Committee

The Chief Procurement Officer (CPO) must establish Selection Committees with relevant subject-matter expertise in reviewing and evaluating responses to a solicitation. Each response to a solicitation for the award of a professional service contract must be evaluated by a committee of five individuals consisting of:

- the manager of the User Entity requesting the service, or his designee;
- the Chief Administrative Officer; or his designee;
- the employee who will manage and monitor the contract;
- a professional from within local government who possesses expertise in the relevant field; and
- the Chief Financial Officer, or his designee.

For complex procurements, the members of the Selection Committee, through a majority vote, may add one non-voting member to the Selection Committee from outside city government with expertise in the relevant field.

The purpose of the Selection Committee is to conduct an independent, objective evaluation of applicants for the provision of professional services. All members of the Selection Committee must execute a disclosure certifying that they do not possess a conflict with any of the respondents.

All meetings of the Selection Committee shall be open to the public and in compliance with the Louisiana Open Meetings Law.

10. Selection Criteria

In reviewing the qualifications of professional services applicants and evaluating proposals, the Selection Committee must use the criteria advertised in the RFP or RFQ. Such criteria, as advertised in an RFP or RFQ, may either utilize a numerical grading system with explanations for the rating or a wholly qualitative evaluation system. Regardless of which system is used, the Selection Committee shall state the reasons for its rating. All members of the Selection Committee shall complete an individual evaluation which shall be compiled to produce a composite rating.

The members on the Selection Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Committee shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria. The Selection Committee shall then review the price offered by each proposer and, taking into consideration both the proposed price and the composite rating, shall select the proposal that provides the best value to the City. If the Selection Committee does not select the proposal offering the lowest price, the committee shall explain the reasons for the award in writing. The committee shall also state revisions, if any, to each proposed plan for providing services which should be obtained by negotiation prior to awarding the contract to the offeror of the proposal.

11. Contract Negotiation

Subsequent to the selection of the respondent offering the best value, the User Entity may negotiate a lower price and other terms identified by the Selection Committee between the winning respondent and the head of the User Entity or his designee, however, the services offered must remain strictly within the scope of the solicitation. If no agreement can be reached, the User Entity can so inform the Selection Committee who may select the respondent offering the next best value, taking into consideration both the proposed price and the composite rating, or choose to terminate the procurement.

12. Written Evaluations Preserved

The Selection Committee must evaluate applicants in writing. Every Selection Committee meeting must be conducted in a central location and in accordance with the Louisiana Open Meetings Law.

13. Mayoral Involvement

The Mayor shall execute a contract with the successful respondent or terminate the procurement. Should the procurement be terminated, the Mayor shall, in writing, inform the CPO why the procurement was terminated.

14. DBE Participation

The City shall at all times maintain a policy to maximize the use of socially and economically disadvantaged business enterprises in accordance with applicable laws and goals. DBE participation is a component of the RFP and RFQ process. All firms qualifying under an RFP or RFQ solicitation must submit with their proposals a statement as to how they intend to meet the City's DBE goals.

15. Penalties for Corrupt Practices

Penalties for corrupt practices will be determined in accordance with procedures promulgated by the CPO. The CPO may from time to time convey to the City Council, the Ethics Review Board, and the Office of the Inspector General suggested revisions to the City Code of Ethics governing noncompliance with city contracting procedures.

16. Opportunity to Contest

In accordance with procedures promulgated by the CPO, applicants will receive notice of the final selection and be given an opportunity to contest the award.

17. Monitoring and Accountability

The User Entity will monitor the progress of all contract work and file written, standardized progress reports with the Procurement Office. The User Entity will also file a written, standardized evaluation upon completion of the contract. Such reports, all professional service contract awards, and other relevant documents will be maintained by the CPO in a central location and cross-referenced by contractor's name, officers, and principals. This information shall be provided to all Selection Committees should a contractor, officers, or principal be involved in a future procurement.

18. Penalties for Non-Compliance

The Chief Procurement Officer (CPO) shall promulgate written rules for the institution of penalties which may include monetary damages or termination of a contract, in accordance with applicable law, for failure of a contractor to comply with rules or laws of the City, or contracts with the City, including but not limited to disclosure requirements, change of subcontractor rules, DBE goals, or local participation requirements.

19. Office of Inspector General

The Chief Procurement Officer is directed to notify the Office of Inspector General, electronically or in writing, at the commencement or each procurement. The CPO must also give advance notice to the Office of Inspector General of any meeting that is part of a particular procurement process including but not limited to meetings to evaluate proposals and hear protests of awards.

The Chief Procurement Officer is directed to send the standardized forms, including the RFP and RFQ templates, to the Office of Inspector General for review at least once per year.

The Chief Procurement Officer is also directed to cooperate with the Office of Inspector General and promptly transit any documentation requested by the Office of Inspector General that is necessary for it to carry out its functions provided in Section 9-401(2) of the Home Rule Charter and Section 2-1120 and other applicable provisions of the City Code.

20. Exceptions

The Mayor or the CPO may make or authorize others to make emergency procurements which deviate from the procedures detailed in the Executive Order when there exists a threat to public health, welfare, or safety under emergency conditions as defined in regulations, provided that any emergency procurement must be made with as much competition as is practicable under the circumstances and in compliance with the Home Rule Charter and applicable law. A written determination of the basis for the circumstances and for selection of the particular contractor must be included in the contract file.

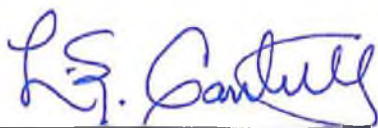
The Mayor or the CPO, with the written concurrence of the City Attorney, may make additional written exceptions to the procedures promulgated herein as required to meet emergency situations or as are otherwise in the City's best interests. The CPO must provide written notice to the City Council within seven days of granting the exception, explaining why the exception was granted.

21. Duration

This Executive Order will remain in effect until amended or suspended by a subsequent order approved in accordance with Section 4-206(3)(c) of the Charter.

FURTHERMORE, IT IS HEREBY ORDERED that rules and regulations be designed and promulgated by the CPO to implement this Executive Order, upon the date of its issuance.

WITNESS MY HAND AND SEAL THIS 28TH DAY OF April, 2020 AT NEW ORLEANS, LOUISIANA.



LaToya Cantrell, Mayor
City of New Orleans

LATOYA CANTRELL, MAYOR
CITY OF NEW ORLEANS

OFFICE OF THE MAYOR

EXECUTIVE ORDER
LC 18-01

WHEREAS, it is in the interest of the City to simplify, clarify, and modernize the procedures pertaining to contracting;

WHEREAS, it is in the interest of the City to create a process that is open, honest, fair, transparent, just, and inclusive;

WHEREAS, it is in the interest of the City to provide increased economy in the City’s procurement activities and maximize purchasing value;

WHEREAS, it is in the interest of the City to develop procedures that maximize the use of socially and economically disadvantaged business enterprises to the extent permitted by applicable law; and

WHEREAS, to accomplish these objectives, it is necessary for the City to adopt national best practices for procurement;

NOW, THEREFORE, I, LATOYA CANTRELL, by the authority vested in me as Mayor of the City of New Orleans, by the Constitution and laws of the State of Louisiana, and the Home Rule Charter and laws of the City of New Orleans, **HEREBY ORDER AS FOLLOWS**:

1. Effective Date
This Executive Order is effective upon the date of its issuance. Previously issued Executive Order MJL 10-04 is hereby revoked.
2. Purpose
The purpose of this Executive Order is to create a Procurement Office led by a Chief Procurement Officer in the Department of Finance.
3. Procurement Office
The City of New Orleans Procurement Office is hereby created in the Department of Finance and is referred to hereafter as the “Procurement Office.” The Procurement Office will be headed by a Chief Procurement Officer (“CPO”) who will serve in the unclassified service of the New Orleans Civil Service System.



The CPO shall have a minimum of five years of experience in the large-scale public procurement of supplies, services, or construction, and shall be a person with demonstrated executive and organizational ability.

The CPO shall hold a four-year degree from an accredited college or university and hold at least one of the following certifications: Certified Purchasing Manager (CPM), Certified Professional in Supply Management (CPSM), Certified Professional Contract Manager (CPCM), or Certified Public Procurement Officer (CPPO).

The CPO has the authority and responsibility to draft comprehensive written procedures, consistent with this Order, governing the procurement, management, control, and disposal of any and all supplies, services, and construction procured by the City. Such procedures shall be transmitted to the Chief Administrative Officer for enactment as policy memoranda.

4. Office of Inspector General

The CPO is directed to meet regularly with the Office of Inspector General to ensure the Office of Inspector General receives the information necessary to carry out its functions provided in Section 9-401(2) of the Home Rule Charter and Section 2-1120 and other applicable provisions of the City Code.

The CPO is also directed to notify the Office of Inspector General, electronically or in writing, at the commencement of each procurement and prior to any Selection Committee meeting to discuss a procurement.

5. Duration

This Executive Order will remain in effect until amended or suspended by a subsequent order approved in accordance with Section 4-206(3)(c) of the Charter.

WITNESS MY HAND AND SEAL THIS 25TH DAY OF January, 2018, AT NEW ORLEANS, LOUISIANA.

**LaToya Cantrell, Mayor
City of New Orleans**

**CITY OF NEW ORLEANS
CHIEF ADMINISTRATIVE OFFICE**

POLICY MEMORANDUM NO. 113(R)

May 19, 2021

To: All Executive Branch Departments, Boards, and Commissions

From: Gilbert Montaña, Chief Administrative Officer



Subject: PROCUREMENT OF PUBLIC WORKS AND CONSTRUCTION

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I. Purpose and Use

- A. This policy memorandum states City administrative guidance for the procurement of public works. It reaffirms and supplements state procurement laws.
- B. This policy memorandum applies to all public works projects by Executive Branch Departments, Agencies, Offices, Boards and Commissions ("Departments").
- C. This policy memorandum is issued pursuant to City Charter Section 4-302(5). It replaces Policy Memorandum 113 (R), dated December 14, 2016, which is hereby cancelled.



POLICY MEMORANDUM NO. 113 (R)

Revised 05/19 /21

Page 1 of 11

Exhibit 4 Page 157

II. Legal Authority

A. Public Bid Law.

1. La. R.S. 38:2211 through 2296 is the set of laws that governs contracts for Public Work and the purchase of materials and supplies by public entities that meet certain threshold requirements.

B. City Charter.

1. Section 6-308(3) requires that the contract for the construction of public buildings comply with all applicable state or municipal laws.
2. Section 6-308(5)(a) requires competitive bids for construction.
3. Section 6-308(6) authorizes the City's Director of Finance to require that successful bidders provide a performance bond and a payment bond.

C. CAO Policy Memoranda.

1. CAO Policy Memorandum 8(r) establishes the competitive selection process and methodology for professional services contracts.
2. CAO Policy Memorandum 42(r) governs emergency bids for Public Work.
3. CAO Policy Memorandum 46(r) memorializes and governs the City's Disadvantaged Business Enterprise ("DBE") Program.
4. CAO Policy Memorandum 122(r) governs the contract routing process and requirements for all city contracts.
5. CAO Policy Memorandum 130 governs the City's policy and procedures for procurement protests.

III. Definitions

- A. "**Change Order**": Any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work. This definition can be found in La R.S. 38:2211(A)(3)(a).
- B. "**City**": The City of New Orleans.
- C. "**City Charter**": Home Rule Charter of the City of New Orleans.
- D. "**Contractor**": Any person or other legal entity who enters into a public contract. This definition can be found in La R.S. 38:2211(A)(4).

- C. Lowest Responsive and Responsible Bidder. In accordance with Public Bid Law and the City Charter, the City must award the Public Work contract to the lowest responsive and responsible bidder who had bid in accordance with the Solicitation. Exception(s) may apply (see Emergency Procedures described below or Informal Bid Procedure specifically under Attachment 1).
- D. DBE Program. The City's DBE program (codified in the City Code at Sections 70-456 through 70-465 and governed by CAO Policy Memorandum 46(R)) applies to a Public Work with a total value of \$15,000.00 and over. Exception(s) may apply (See City Code).
- E. Hire Nola Program. The City's Hire Nola program (codified in the City Code at Sections 70-496 through 70-503) applies to a Public Work with a total value of \$150,000.01 and over. Exception(s) may apply (See City Code).

V. Procedures

A. Independent Cost Estimate ("ICE").

- 1. In General. The Requesting Department is responsible for obtaining construction cost estimates from the licensed Architect or Engineer assigned ("A/E on record") to the Public Work. When there is no A/E on record, the Requesting Department will be responsible for creating an ICE that will consist of cost estimates generated by "RS Means", State-provided fee curves, comparison of historical data or similar indicia, or any other nationally recognized cost estimating database.
- 2. Rate Parameters and Estimate. Rate parameters selected in RS Means should be from the current quarter, set for the New Orleans region, and set to "open shop pricing." The Requesting Department must include in the estimate all known and needed elements of construction, all known and needed services, and all known and needed testing.
- 3. Modification and Approval. Prior to modifying a contract in effect, the Requesting Department shall seek the approval from the City's Project Delivery Unit ("PDU"). PDU's approval is conditioned upon the Requesting Department submitting a new ICE, new contract terms, available funding source and the rationale for the modification(s) to the contract. The Requesting Department must include all possible factors in the new ICE.
- 4. Form. See Attachment 2.

- B. Informal Bid Procedure. The City shall follow the Informal Bid procedure for Public Work with a total value of \$150,000.00 or less. Said procedure is described in more details under Attachment 1 to this policy.
- C. Formal Bid Procedure. The City shall follow the Formal Bid procedure for Public Work with a total value of \$150,000.01 and over. Said procedure is described in more details under Attachment 1 to this policy.
- D. Emergency Procedures. Under certain circumstances, the City shall be allowed to deviate from the Formal Bid procedure or the Informal Bid Procedure. Please refer to CAO Policy Memorandum 42(r)
 - a. Formal Bid Procedure: Emergency or Extreme Public Emergency. In accordance with Public Bid Law (La R.S. 38:2212(P)), the City Code (codified under Sections 70-428 and 70-429), and CAO Policy Memorandum 42(r), the City can waive the requirement for public advertisement as well as the requirement to award a contract for Public Work to the lowest bidder in case of an emergency or extreme public emergency. Despite those exceptions to the Formal Bid procedure, the City must still comply with certain obligations established under the aforementioned State law, City Charter sections and CAO Policy Memorandum.
 - b. Informal Bid Procedure: Threat to public health, welfare, or public safety, or in the City's best interests. The Requesting Department must prepare a memorandum addressed to the CAO, CPO, and the City Attorney. In the said memorandum, the Requesting Department shall explain the nature of the threat or the City's best interests justifying the emergency, the list of contractors who have been asked or will be asked to bid, the quotes from contractors (if obtained), the source of funds, the estimated cost, and the expected completion date of the work. The memorandum will be supported by all relevant documentation. The Requesting Department will then submit its memorandum to the CAO, the CPO, and City Attorney for review and approval. Once approved by the three (3) aforementioned City representatives, the Procurement Office will maintain copies of the memorandum and related documentation.
- E. Protests. CAO Policy Memorandum 130 establishes the administrative procedures according to which contractors can file a protest with the CPO. The Procurement Office shall be responsible to render a decision on all protests pursuant to said policy memorandum.

VI. Job Order Contract

- A. In General. The City shall procure a Job Order Contract (JOC) for the City's general repair and renovation needs.

- B. Procurement and Property Management. The City's Department of Property Management shall be responsible for the procurement of a JOC by following procurement procedures at its disposal (See said procedures under Attachment 1). The City shall use said procedure to select no less than two (2) but up to five (5) contractors to provide support of work orders for projects.
- C. Limitation. The City shall use JOC only for Public Work or maintenance projects with a total value of \$150,000.00 or less.

VII. Design Professional Service

- A. Procurement. The procurement and selection of design professionals (also commonly called "A/E") are governed by State law (La R.S. 38:2318.1) as well as CAO Policy Memorandum 8(R) and Executive Order MJL 10-05.
- B. Role of the A/E. Scope and Limitation. Public Bid Law (La R.S. 38:2212 and 38:2212.7) explain the scope and the limits of the role of the A/E for Public Work.

VIII. Contract

- A. In General. In accordance with Public Bid Law and the City Charter, the City shall memorialize the award of a Public Work to the lowest responsive and responsible bidder into a written contract. The Requesting Department shall be responsible to route the necessary documentation to the City Attorney's Office for the preparation and the approval of the written contract.
- B. Terms and Conditions. The Solicitation must contain certain terms and conditions that have been reviewed and approved by the City Attorney's Office. Those terms and conditions will be incorporated by reference into the written contract. See Section X.B. for federally funded Public Work.
- C. Duration.
 - 1. Initial Term. The initial duration of the contract may either be specified in the specifications of the Solicitation or in the written contract.
 - 2. Extension. If it becomes necessary to extend the duration of the contract beyond its initial term, the contract may be extended by written change order.
- D. Modification of the Scope of the Contract.
 - 1. Change Order.
 - a. Difference between In-Scope and Out-of-Scope. A change order is within or outside the scope of the contract depending

on whether the change order alters or not the nature of the thing to be constructed and whether it is or not an integral part of the project objective.

- b. Contractual Provision. A Capital or Public Work contract shall contain a provision authorizing the issuance of change order(s) within the scope of the contract as specified in Public Bid Law.
- c. Writing and Details. A Change Order shall be in writing or in electronic format. It will detail the change(s) to the work, and/or its impact on the work schedule, and/or its effect on the contract scope and price.
- d. Signature. The Contractor and the City, or its design representative, shall sign a Change Order.
- e. Approval of Change Orders/Plan Changes Within the Scope of the Contract.
 - i. Up to \$10,000.00. The head of the Requesting Department shall have the authority to approve in writing the in-scope change order to a total value up to \$10,000.00.
 - ii. \$10,000.01 and over. The head of the Requesting Department and the CAO or Deputy CAO shall both approve in writing the in-scope change order to a total value of \$10,000.01 and over and up to the limits of 20 percent of total contract value. Plan Changes above 20 percent of the total contract value will be routed to the Chief Financial Officer and the assigned Review Committee for resolution.
 - iii. The Review Committee for Change Orders will consist of a designee from the following offices: Mayor's, CAO's, Deputy CAO's, CFO's, Project Delivery Unit's (PDU), Law and Supplier Diversity.
 - iv. The Review Committee has the authority to 1) Approve the Plan Change as presented by the Requesting Department with a CFO waiver with no changes, 2) Approve the Plan Change with recommended committee corrections to be executed by the Requesting Department, 3) Deny the Plan Change and re-compete the work described in a smaller procurement focused on DBE participation, and 4) Deny the Plan Change and re-procure the work.

- v. Steps to Take to Prevent Plan Changes are as follows:
 - 1) Ensure the Architectural and Engineering A/E firm provides an adequate design that encompasses the total scope of work. This will require the A/E participating with the Project Manager to conduct several field visits of the project site, 2) request pre-approval of Federal and Bond funds by the Field Construction Manager prior to any authorization for the vendor to start work on relating to pending Plan Changes and Change Orders, 3) Set time frame of 10 calendar days for A/E approvals of Plan Changes and 10 calendar days for each approval phase for City staff, 4) ensure A/E reviews, signs and approves all invoices prior to forwarding to Program Manager for City approval.
- vi. Any review or approval of Change Orders/Plan Changes should include a determination of whether the A/E firm or contractor committed an error or omission that resulted in the need for a Change Order/Plan Change. If it is determined that an error or omission caused the need for a Change Order/Plan Change, then it must be referred to the Law Department.

f. Recordation.

- i. Applicable Limits. The Requesting Department shall record the Change Order when:
 - (1) The amount of a single change order is (1) at least 10 % of the original contract amount and (2) at least \$10,000.00; OR
 - (2) The aggregate amount of all change orders to one contract is (1) at least 20% or more of the original contract amount and (2) at least \$10,000.00.
- ii. Location. The Requesting Department must record the Change Order in the Office of the Recorder of Mortgages in Orleans Parish not later than 30 days after the approval date of the Change Order. In addition, the Requesting Department shall record the original contract with the Change Order(s) if it was not previously recorded.

2. Plan Change and Field Change.

- i. Plan Change. Definition. The City's Department of Capital Projects, Public Works, Property Management, and Office of

Business & External Services (OBES) uses the term "Plan Change" in lieu of "Change Order."

- ii. Field Change. Definition. A "Field Change" authorizes the Contractor to immediately (1) initiate emergency work that is authorized by City personnel and/or Grant Manager or Construction Manager can approve on the spot, and/or (2) perform additional work that will be paid for by another public agency. The Construction or Grants Manager will receive pre-approval by the funding agency (Federal or Bonds) prior to giving authorization to start work by the Contractor.
- iii. Part of Plan Change. A Field Change will become part of a Plan Change before the Contractor can invoice the City.

IX. Federally Funded Public Work

- A. In General. When federal funds are used to procure a Public Work, the City shall comply with all applicable federal laws.
- B. Contractual Terms and Conditions. The Requesting Department and the Procurement Office shall ensure that the solicitations contain all applicable terms and conditions required by a federal agency in a contract. The said departments shall confer with the City Attorney's Office to discuss questions and issues relating to the required terms and conditions.
- C. Recovered (Recycled) Materials. The Requesting Department shall include in the Specifications the use of fully or partially recovered (recycled) materials to the greatest extent consistent with reasonable performance standards and price.
- D. SAM.
 - 1. Definition. "SAM" stands for System for Award Management. SAM is the Federal government's verification tool to ensure the vendors are in good standing. Contractors must be in current good standing with SAM whenever Federal funds may be received.
 - 2. Responsibility. Prior to awarding a Public Work to a bidder, the Procurement Office shall check SAM to verify that the apparent lowest bidder is registered in SAM and in good standing. The Requesting Department shall perform the same task prior to the renewal of a Public Work contract.
 - 3. Registration Issue. If the bidder is not registered with SAM or the bidder's registration has expired, the Procurement Office shall notify in writing the bidder to register within three (3) business days from the date of the written notification. In the event the apparent lowest bidder fails to register (even after being notified in writing) or does

not remain in good standing, the Procurement Office shall recommend going to the next apparent lowest bidder who is actively registered and in good standing in SAM.

4. Debarment. No debarred bidder/contractor shall be eligible for any award or renewal of a Public Work contract. No debarred bidder/contractor is a responsible bidder for a Public Work contract. This determination is regardless of amount of the Public Work.

E. Cost Reasonableness or Cost/Price Analysis.

1. In General. The Requesting Department shall make and document a determination of cost reasonableness or cost/pricing in the procurement files in connection with the procurement action. The Requesting Department shall provide this documentation at the time of submitting the "Bid Procurement Authorization Form – Construction" (see form under Attachment 2).
2. Price Analysis. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, historical data, and similar indicia, together with discounts. The licensed A/E design professional's Probable Construction Cost estimate satisfies this requirement. Subsequent bid contracts resulting from the licensed A/E design professional's Probable Construction Cost shall be analyzed in accordance with Section F(3) below.
3. Cost Analysis. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability. To satisfy this requirement, the Requesting Department shall prepare and submit a memorandum containing the cost analysis to the Procurement Office with the bid tabulation. Documentation of full and open competition resulting in at least two bidders shall also satisfy this requirement.
4. Form. See Attachment 2.

X. Bonds

- A. In General. Public Bid Law and the City Charter contain the requirements to determine the various types (bid bond, performance bond, and payment bond), purposes, and amounts that applicable to Public Work procurements.
- B. Federally Funded Public Work and Bond(s). To the extent permitted by law, the City shall comply with all requirement(s) established by a federal agency for bonding in the event that the Public Work is subject to federal fund.

- C. Recordation. The Requesting Department shall be responsible for the recording of bonds, if necessary.
- D. Retention and Return of Performance and Payment Bonds. Except for the bid bond for which the Procurement Office is responsible of, the Requesting Department shall keep any originals of the performance and/or payment bond(s), if applicable, until the Public Work is satisfactorily completed. Once the Public Work is completed, the Requesting Department shall return the original(s) to the Contractor.

XI. Contract Monitoring and Accountability

- A. In General. The Requesting Department shall monitor and document the progress of the Contractor. Further, in accordance with City Code Section 70-434, the Requesting Department shall file at minimum one evaluation report of the Contractor's performance upon completion of the contract. The Requesting Department should also complete periodic evaluation report(s) throughout the duration of the Public Work.
- B. Procurement Office. The Procurement Office will maintain copies of those evaluations reports and supporting documentation.
- C. Future Procurements. The Requesting Department and any other department may use those reports for future procurements.

XII. Waivers

Except under certain limited circumstances (emergency and/or informal bid procedure, or other applicable laws, regulations, or policies), the City cannot waive requirements subject to Public Bid Law.

XIII. Inquiries

All inquiries regarding federal, state and/or local laws shall be directed to the City Attorney's Office. All other inquiries shall be directed to the Procurement Office.

XIV. Notes

All references to any Louisiana statute, Home Rule Charter provision, City Code section, City ordinance, or City policy memorandum are to the correct versions in effect as of the date at the top of this Policy Memorandum.

XV. Attachments

- A. Attachment 1 – Informal and Formal Bid Procedures
- B. Attachment 2 – Forms

Wednesday, December 9, 2020

U.S. City Mayors

City of Columbia, South Carolina

"Thank you so much to Qualcomm Technologies and IGNITE CITIES for their leadership and their incredible commitment to cities all across the country. This event is a clear example of what's possible when you pull together strong public and private partnerships that work to benefit and support all our citizens and cities," said Mayor Steve Benjamin, City of Columbia, South Carolina.

City of Honolulu, Hawaii

"I'm pleased to be a part of Qualcomm Technologies and IGNITE CITIES' Mayoral panel, to speak alongside other city mayors and technology leaders discussing how we can collaborate in using technologies to transform the future of our cities. The city of Honolulu has supported the effort to rollout 5G on our streetlights and telephone poles for improved broadband and communication. A priority for me is ensuring we leverage technologies that will level the playing field and give access to those that need it the most for needs across education, transportation, and more," said Mayor Kirk Caldwell, City of Honolulu, Hawaii.

City of Miami, Florida

"It is imperative that city leaders and technology companies work together to ensure we can properly access and deploy smart technologies to safely and securely address the many unique needs of our communities – especially in our current environment. This year has highlighted the areas of need in our communities. We've been working with companies like IGNITE CITIES and Qualcomm Technologies to bridge the digital divide and provide access to technology and connectivity across Miami to address the needs of remote—education and empower our community to hold the jobs of today and tomorrow," said Mayor Francis X. Suarez, City of Miami, Florida.

City of New Orleans, Louisiana

"I'm looking forward to exploring the possibilities of a private LTE network for smart city deployment in New Orleans, working alongside experienced technology leaders like Qualcomm Technologies and IGNITE CITIES to ensure all residents are connected across every community and to enable a foundation for new economic opportunities," said Mayor LaToya Cantrell, City of New Orleans.



Ecosystem Members

Bkav Global

“Vietnam is undergoing major socioeconomic transformations and has the potential to become the next ‘dragon’ of Asia on the basis of technology products. The collaboration between Qualcomm Technologies and Bkav has played a crucial part in enabling advanced technologies. This outstanding achievement has helped to accelerate national transformations of Vietnam,” said Mr. Le Quang Hiep, general director, Bkav Global.

Cloudleaf

“Cloudleaf is delighted to be apart of the Qualcomm® Smart Cities Accelerator Program and to showcase our market-leading Digital Visibility Platform for condition monitoring of critical assets on the Qualcomm Smart Campus. This is a fantastic opportunity to demonstrate the joint capabilities of the Cloudleaf solution together with the pioneering work of Qualcomm Technologies advanced communication technology. This solution drives instant insight into equipment location and condition monitoring, enabling real time management of business operations,” said David Parker, chief evangelist, Cloudleaf.

Entransys

“We are happy and thrilled to be collaborating with Qualcomm Technologies and bring Entransys to the Qualcomm® Smart Cities Accelerator Program portfolio, as it will allow us to further our mission to make the world’s parking industry safer, smoother and more secure. Parkeze, Entransys Smart Parking Solution, is a transformative AI, IoT and mobility-based end-to-end solution with low-cost sensors, Lidar-based advanced sensors/cameras and edge AI cameras. It helps to tackle the problems of parking lot management, safety and security by continuously monitoring parking operations via the cloud platform and mobile app,” said Venu Reddy K, chairman, Entransys.

Everguard

“Everguard’s mission is to make the world’s industrial environments safer. We are thrilled to bring our Senti360 platform to the Qualcomm® Smart Cities Accelerator Program to help organizations protect their most important assets – their people – with the first truly proactive solution to industrial safety. Harnessing the power of computer vision (CV), sensor fusion and AI, Senti360 generates a situational understanding of the workplace while continuously monitoring worker behavior. For the first time, organizations have the ability to intervene intelligently to prevent accidents in real time, even in complex, ever-changing and dangerous settings such as construction sites and heavy industrial facilities,” said Sandeep Pandya, chief executive officer, Everguard.

IGNITE CITIES

“Now is our time to reshape our future which includes a new path to connectivity. Our partnership with mayors is completely focused on relief, recovery, and rebuilding at an accelerated pace to ensure tomorrows smart city includes everyone. Qualcomm Technologies’ commitment to supporting cities provides the framework and bandwidth to not only think out of the box, but to remove it,” said George Burciaga, managing director, IGNITE CITIES.

Infinite

"We're thrilled to collaborate with Qualcomm Technologies to deliver end-to-end solutions, enabling digital transformation across multiple verticals and industries through the Qualcomm® IoT Services Suite. Bringing together Qualcomm Technologies' impressive Smart Cities ecosystem, with our unique Zyter® SmartSpaces™ Platform enables us to deliver versatile and effective end-to-end solutions with faster time to market, meeting the needs of communities, businesses and municipalities globally," said Sanjay Govil, chairman and founder, Infinite.

Innominds

"Innominds is an authorized design center, and leverages Qualcomm Technologies' portfolio of chip to cloud and cognition solutions. Innominds is a design house and ODM building complex edge inferencing, cloud connectivity and applications, predictive and prescriptive analytics solutions for its customers. Collaborating with the Qualcomm® Smart Cities Accelerator Program allows Innominds access to world class chipsets, which can power the digital transformation journeys of OEMs and customers in the industrial IoT, connected automotive, smart factory, smart cities and internet of medical things (IoMT), digital supply chain verticals," said Raj Ganti, president, Innominds Software Inc.

Juganu

"Juganu is proud to work with Qualcomm Technologies on initiatives that have real impact on people's lives by making our cities safer, more sustainable and better connected. We're looking forward to a building a brighter future," said Eran Efrati, chief strategy officer, Juganu.

Latronix

"Together Lantronix and Qualcomm Technologies are driving technological advancements that support Smart Cities initiatives with the Qualcomm® Smart Cities Accelerator Program. Lantronix's Open-Q 865XR SOM enables innovations in computer vision and augmented reality at the edge. Equipped with Wi-Fi6 and BT5 connectivity, harnessing the power of embedded edge compute for IoT applications is easier than ever, providing Smart Cities the ability to improve all areas of our lives from traffic flow to public safety," said Paul Pickle, president and chief executive officer, Latronix.

Mint Controls

"Through our collaboration with Qualcomm Technologies, Mint Controls has developed an efficient product for monitoring the fill level of waste bins and other containers. We are excited for the opportunity to show organizations unique ways to reduce waste management costs in city spaces, office buildings, commercial areas, and residential neighborhoods," said Jason Mindte, chief executive officer, Mint Controls.

NavVis

"This new collaboration with the Qualcomm® Smart Cities Accelerator Program will unlock the potential of buildings globally. Going forward, members of the Qualcomm Smart Cities Accelerator Program will have the ability to benefit from our innovative suite of technologies. Additionally, our technologies will support ecosystem members towards the path of delivering greater efficiencies, cost savings, safety, and sustainability in the built environment," said Felix Reinshagen, chief executive officer and co-founder, NavVis.

Neoway Technology

"Smart transportation is a key component of smart city ecosystems. Qualcomm Technologies provides advanced solutions for smart transportation applications. Neoway Technology is extremely excited to collaborate with Qualcomm Technologies on smart city and smart transportation initiatives. Neoway is one of leading manufacturers of wireless communication modules and IoT terminals. We look forward to creating innovative smart city and smart transportation products and solutions to enable the future of smart cities," said Vicent Wang, chief executive officer, Neoway Technology.

Nivid Technologies

"The collaboration with Qualcomm Technologies has demonstrated the progress in creating solutions to address the market needs. Together we are able to showcase our next-generation IoT Network Intelligence tools to achieve maximum efficiency and effectiveness for IoT deployments and connectivity," said Kiran Yeddala, chief executive officer, Nivid Technologies.

Oncam

"IP Video has a major role to play within smart cities so it was essential we built our new range of Oncam cameras on a robust platform that could deliver market leading features and benefits. Qualcomm Technologies has delivered on our expectations, as the collaborative approach of both sets of teams meant we were able to work closely to deliver on this range and look to the future with real excitement," said Scott Brothers, chief operations officer, Oncam.

OneScreen

"In an age defined by new connections, OneScreen is bringing together students and teachers in ways that were impossible before now. Our collaboration with Qualcomm Technologies has been instrumental in this pursuit. Thanks to Qualcomm Technologies processors accelerating OneScreen Hubware for Education, teachers everywhere have been able to spark student imagination and open up new vistas for them. The next generation of students will be able to do more and go further than we can imagine with the knowledge and technology that we offer them today," said Sufian Munir, chief executive officer, OneScreen.

Ouster

"Qualcomm Technologies edge computing and secure networking solutions unlock the potential of Ouster's high-resolution 3D lidar data for smart city applications. Our combined expertise enables cities to proactively address the latest challenges – from improving roadway efficiency to ensuring road user safety. Together with Qualcomm Technologies, we will empower cities to make critical data-driven decisions around efficiency and safety, a big step towards the future of smart connected communities," said Barrs Lang, general manager, Americas, Ouster Inc.

PFU

“Leveraging our deep expertise in imaging solutions and harnessing the power of Qualcomm Technologies processors, PFU Limited, a Fujitsu company, has created an innovative face-to-ID verification system, Caora. It is a true game-changer that businesses can utilize for protection against identity fraud by utilizing facial recognition technology to compare various types of identifications with the person standing in front of this device. With its small form factor, incredible speed, accuracy, and flexibility of integration, Caora provides face-to-ID verifications unlike other solutions in the market. PFU has a motto of ‘Never changing passion, ever changing future,’ which is embodied with the release of this product,” said Yasunori Miyauchi, corporate senior vice president, new business development, PFU.

RadioMobile

“RadioMobile, a local San Diego company, is proud to partner with leading fire departments to provide the technology that helps Fire and EMS save lives by creating customizable complete end-to-end hardware and software networking and communications solution that help them operate more safely and effectively. Our world is changing rapidly. Changes call for innovation and innovation leads to progress. Together RadioMobile, Qualcomm Technologies, and other ecosystem members have brought together technology in new ways helping to define and demonstrate the world’s first 5G-enabled fire response system. To meet these goals, early detection and warning systems are imperative. Once this has occurred, accurate, fast, and complete incident information must be communicated and shared between responders quickly. From an AI edge fire detection and video streaming, to first responder alerting and dispatch with route preplanning, to fire fighting and command center coordination, 5G technology powers our vision to protect our families and property,” said Jim Moore, president and chief executive officer, RadioMobile.

Security & Safety Things

“Bosch S&STs (Security and Safety Things) operating system powers cameras with Qualcomm Technologies chipsets. Together, we enable video AI applications running on the edge that will bring many new, innovative use cases to the market,” said Fabio Marti, head of marketing, Security & Safety Things.

Taoglas

“We are excited to be part of the Qualcomm® Smart Cities Accelerator Program and to showcase transformational IoT solutions to the program’s ecosystem members. Our long-standing expertise in advanced IoT solution innovations enables us to provide municipalities and enterprises greater efficiencies in this fast-growing IoT market. Together with Qualcomm Technologies, we want to change the way the world connects and transforms, and contribute to positive impacts on people’s lives,” said Dermot O’Shea, co-founder and co-chief executive officer, Taoglas.

Thundercomm

“As a world leading IoT product and solution provider, Thundercomm is very pleased to join the Qualcomm® Smart Cities Accelerate Program. We will make joint-efforts with all parties to speed up the transformation of city infrastructure and services to enrich people’s lives. Based on our core competency in operating system optimization and software customization, Thundercomm has achieved great progress in developing unique solutions including smart street lighting, V2X, smart building and smart retail solutions. We will strengthen our cooperation with Qualcomm Technologies to realize a more intelligent world,” said Hiro Cai, chief executive officer, Thundercomm.

Truminds

“Truminds has integrated the latest connectivity technologies, artificial intelligence, analytics, cloud, and edge computing to provide innovative smart transportation and industry 4.0 solutions that can meet the demands of future generations. We are excited to be part of the Qualcomm® Smart Cities Accelerator Program. Through this collaboration, we will be able to provide cutting-edge next generation IoT solutions to our customers in this fast-growing IoT market and further expand our reach,” said Amitabh Mathur, co-founder and chief operations officer, Truminds Software Systems.

UROS

“UROS and Qualcomm Technologies are enabling global connectivity in a multitude of IoT devices using connectivity, enabled through the Qualcomm® IoT Services Suite and Zyter Smart Spaces Platform,” said Mr. Jan Lattunen, chief commercial officer and president for Americas, UROS Group.

Velodyne

“We are excited to be working with Qualcomm Technologies to usher in a new era of intelligent infrastructure. Velodyne’s lidar sensors coupled with Qualcomm Technologies processors and communication equipment can provide robust analytics for traffic monitoring, retail analytics and security applications while maintaining privacy,” said Jon Barad, vice president, business development, Velodyne Lidar.

Verizon

“We are just at the beginning of a massive proliferation in the smart cities space and it’s great to see Qualcomm Technologies facilitating an ecosystem that is moving in the right direction. With Qualcomm Technologies’ leadership in 5G alongside Verizon’s rollout of massive 5G networks, we will facilitate and transform a faster adoption of smart spaces and verticals across smart cities and smart connected spaces globally,” said Aamir Hussain, senior vice president and chief product officer, Verizon.

Videonetics

“Videonetics is glad to be part of Qualcomm® Smart Cities Accelerator Program. It is indeed our great privilege to participate in the Qualcomm® Smart Cities Accelerate 2020 event. At this prestigious platform, we are excited to showcase our AI & DL powered Unified Video Computing Platform (UVCP™) and generate new business opportunities for both the companies. Together, we will collaborate to co-create innovate solutions to make our cities safe and smarter to live,” said Mr. Avinash J Trivedi, vice president, business development, Videonetics Technology Pvt. Ltd.

Xingtera

“The making of smart cities shouldn’t make you scratch your head. Xingtera is pleased to be apart of the Qualcomm® Smart Cities Accelerator Program and is committed to simplifying the deployment of smart city solutions, so that every city will have a chance for worry-free smart city transformation,” said Yuqing NIU, chief executive officer, Xingtera.



OnQ Blog

Q&A with Sanjeet Pandit, Qualcomm Technologies' head of Smart Cities [video]

IoT as a Service is driving the enablement of global smart cities and smart connected spaces.

APR 22, 2021

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Qualcomm Smart Cities Accelerator Program.

As the global head of Smart Cities at Qualcomm Technologies, what has been the most exciting recent achievement of the Qualcomm Smart Cities Accelerator Program?



Sanjeet Pandit

It's been incredible to see the Qualcomm [Smart Cities Accelerator Program](#) grow to more than 300 global ecosystem members across multiple domains since its 2019 launch.

What we imagined would take five years to implement, has rapidly grown in months due to the needs of our world today. Technology has been a catalyst in helping our global communities meet the needs of our current environment and "new normal." We have been able to support the deployment of end-to-end solutions across vital sectors,



OneScreen and HoverCam has enabled smart classrooms and hybrid learning settings for school districts across the U.S., and ecosystem members LucidAct, Ceiba, and VeeMed are helping us provide direct access for remote patient monitoring and Tele ICU capabilities in healthcare.

Why did Qualcomm Technologies decide to create the Qualcomm Smart Cities Accelerator Program and what are you addressing through this implementation?

The Qualcomm Smart Cities Accelerator Program was implemented to address the IoT industry's immense fragmentation, which makes it challenging for people, organizations, and cities to find efficient ways locate and implement the best end-to-end IoT solutions specific to their needs. To achieve this, the program connects [businesses](#) to entities looking to use technology to enable intelligent, connected solutions that maximize safety and productivity across sectors including healthcare, education, manufacturing, and more.

As IoT offers hope for a more "normal" future with cities and organizations planning to leverage connected technologies to comply with social distancing and [health screening](#) measures, it's more important than ever to address IoT fragmentation.

How is the Qualcomm Smart Cities Accelerator Program helping meet the needs of our current environment?

A great example addressing today's health and safety needs includes a [collaboration with ecosystem member OneScreen on their GoSafe](#) platform. OneScreen GoSafe is designed to detect face masks and elevated temperatures as people enter offices, schools, buildings, hospitals, and public spaces. It securely scans for temperature, masks, ID cards, and other factors using on-device AI and real-time assistance over video.



application of technology that can alert people from entering a building if they have an elevated temperature or if they're not wearing a mask. It can quickly measure temperature, perform facial recognition, and read an ID card. Then, based on the results of the scan, the device can notify a human monitor or automatically grant/deny access when connected to a building security system.

In December 2020 you announced the Qualcomm IoT Services Suite and five verticals across Smart Cities and Spaces, Education, Healthcare, Logistics, and Construction. What is being addressed and how is this different from previous smart cities solutions?

The Qualcomm IoT Services Suite is engineered to deliver a comprehensive, end-to-end solution for plug-and-play deployment, from silicon to modules to devices to software and platform integration. When companies and municipalities utilize the Qualcomm IoT Services Suite and other solutions offered by members of the Qualcomm Smart Cities Accelerator Program, they can bypass common fragmentation challenges – making it easier, quicker, and more cost-effective to manage and deploy smart connected spaces.

An example of this is ecosystem member Infinite Computer Solutions, which provides support for the Qualcomm IoT Services Suite platform layer with its Zyter SmartSpaces Platform. This platform seamlessly integrates Qualcomm Technologies chipset-enabled subsystems to support middleware, data operations, cloud services, enhanced security, user experience, analytics, collective intelligence, and artificial intelligence (AI). Commercial device enablement is then achieved through pre-integration and pre-certification on the platform.

The global pandemic raised the conversation of patient care access to center stage and, as a result, redefined healthcare delivery. For example, remote patient monitoring has made it possible for senior citizens to avoid going to, and having to stand in line at a doctor's office. Instead, they can get medication and a consultation from the comfort



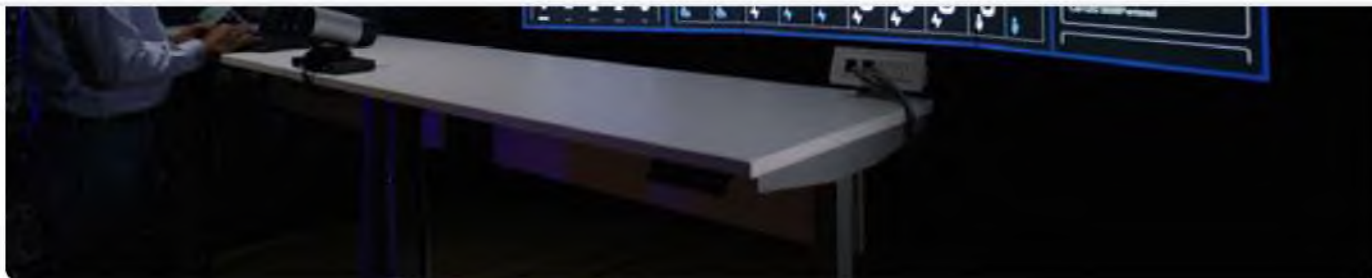
The pandemic put a halt on traditional classroom education, and quickly brought attention to the effects of the digital divide. However, remote learning rose to the challenge soon after – making it possible to deliver quality education to students around the world. We're working with partners like OneScreen and Hovercam to offer interactive whiteboards and digital podiums designed for live collaboration, where teachers can work with students in the classroom and in a virtual environment – allowing all students the ability to easily annotate on the same whiteboard. To address the digital divide, cities can implement private 5G networks and IoT technologies to help bring connectivity to all parts of the city, while helping support costs through offering different revenue generating services.

Can you characterize what a smart space looks like?

To exemplify IoT as a Service (IoTaaS) and bring to life a tangible proof point of the Qualcomm IoT Services Suite, we transformed a portion of our San Diego campus into a real-life use case of commercially available, end-to-end solutions.

The Qualcomm Smart Campus replicates a city environment featuring a 5G network and a variety of intelligent capabilities, including smart parking, lighting, transportation, logistics, trash cans, and edge-AI cameras for security. We've also deployed an intuitive user app for visitors, as well as a command and control center that serves as the "nerve center" of the campus. The command center provides complete operational visibility across entire networks of connected sensors and IoT devices in real time – all viewable from a comprehensive dashboard. The goal is to help visitors reimagine and replicate the solutions across multiple industries to address the challenges and needs for particular spaces and communities.





Inside the Qualcomm Smart Campus command and control center.

Are you seeing a resurgence of interest in the smart city movement, specifically in the U.S.?

I would not frame it as a smart city movement, but rather a resurgence of specific IoT verticals that have gained momentum and traction over the past year. For example, we recently announced the [Qualcomm IoT Services Suite](#), which focuses on key verticals that we've seen a resurgence of interest in – such as education, healthcare, and logistics. Many cities are realizing that they experienced a gap between money used to repair roads versus implementing new technologies – now they're looking for ways to deploy smart technologies that can meet multiple needs. We are seeing accelerated adoption as cities seek improved solutions across multiple verticals.

What cities are great examples of smart cities actively deploying these technologies and rollouts?

Working closely with our [Smart Cities Accelerator Program](#) ecosystem partner, [IGNITE CITIES](#), we've seen [New Orleans](#), [Miami](#), [Honolulu](#), and other cities embrace opportunities such as moving toward private LTE CBRS networks. These cities were attracted to this technology because they are looking to identify ways to generate revenue by selling their own ISP services to businesses or even offer unique services for tourism.

Each city is different so I do not believe that you can implement universal practices from city to city. However, with each deployment you can take bits and pieces that match the needs of each city and circumstance. What works in Singapore might not



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Infrastructure is robust. The municipalities' engagement with their citizens is strong and how they leverage and use technology is the best I've seen implemented among a large population.

In terms of technology adoption, the smaller the size and the more controlled the environment, the easier it is for implementation. A good example of this is our own [Qualcomm Smart Campus](#), which features our latest technology, but only serves a population of around 30,000.

This replication of a smart city and the deployment of so many verticals in a short amount of time is due to the small population and controlled environment.

What verticals can we anticipate in the future and what will the Qualcomm IoT Services Suite continue to enable?

Need to know more about Smart Cities on a regular basis?

Sign up for our Smart Cities newsletter to receive the latest info about how we're transforming cities and connected spaces.

[Sign up here](#) >

We are closely monitoring what the cities, our ecosystem partners, and customers are telling us. Their input is invaluable, as it helps define and shape the solutions we support. We have plans to bring many more services under our Qualcomm IoT Services Suite, including 5G applications. The use cases are virtually endless, and we are just scratching the surface of how this is going to transform businesses and cities.



Qualcomm Smart Cities Accelerator Program and Qualcomm IoT Services Suite

Dec 10, 2020 | 2:38

[Learn more about Qualcomm and smart cities >](#)

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Internet of Things

Smart Cities

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Nothing in these materials is an offer to sell any of the components or devices referenced herein.

**ATTACHMENT C
CITY OF NEW ORLEANS
AFFIDAVIT OF CONFLICT OF INTEREST DISCLOSURE**

STATE OF New York

COUNTY/PARISH OF New York

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

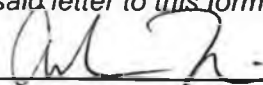
1. He/She is the Managing Director and authorized representative of _____
MJE-Loop Capital Partners LLC, d/b/a JLC Infrastructure,
sponsor of Smart+Connected NOLA, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans Solicitation No. 1193.

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, the proposed subcontractors, and their principals have with city 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)

Andrew Kim
(Print or type name)

████████████████████
(Address)

Sworn to and subscribed before me, Mousumi Begum Notary Public, this 12th day of June, 2021.


Notary Public (signature)

Mousumi Begum
Notary Public (print)
Notary ID#/Bar Roll # 0115E6404837



[ATTACHMENTS D THRU I ON FOLLOWING PAGES]

**NOTICE OF DECISION
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
OFFICE OF PROCUREMENT – BUREAU OF PURCHASING**

DECISION

Matter of: Smart+Connected NOLA
File: Request for Proposals No. 1193 "Advanced Broadband and Smart City Systems"

PARTIES

Protester: Cox Louisiana Telecom, L.L.C. d/b/a Cox Business (Cox)
Person subject of the Protest: Smart+Connected NOLA (SC Consortium)
Sponsoring Department: Mayor's Office of Utilities (MOU)

DIGEST

Protest is denied because Cox's claims were without merit and the evaluation was reasonable and consistent with the terms of the solicitation at issue.

DECISION

Cox protested the selection of SC Consortium under Request For Proposal No. 1193 (Solicitation) advertised by the City of New Orleans (City) seeking a vendor to develop and implement a comprehensive smart city infrastructure to improve city services, reduce costs to the city, and increase digital equity for residents and businesses (Project).

The protester argued that SC Consortium should be disqualified on legal, ethical, technical, and substantive grounds and that Cox should be then declared the selected respondent.

The legal and ethical claims lacked merit. The evaluation was reasonable and consistent with the terms of the Solicitation.

Therefore, we deny the protest.

BACKGROUND

On April 16, 2021, the City advertised the Solicitation under which MOU sought to hire a contractor to provide services for the Project.



**NOTICE OF DECISION
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
OFFICE OF PROCUREMENT – BUREAU OF PURCHASING**

Between April 17 and May 21, 2021, the City modified the Solicitation through six addenda.

On June 17, 2021 (deadline to submit proposals), the City received five responsive proposals in response to the Solicitation: Cox, SC Consortium, Wi-Fiber LLC, Urban Innovative Partners, LLC, and Foresite Group, LLC.

On June 30, 2021, the City convened a committee to meet, discuss, and score the said proposals for the Solicitation.

On July 2, 2021, the City notified SC Consortium that its proposal was selected.

On July 7, 2021, the City notified Cox that the City did not select their proposal and instead selected SC Consortium.

On July 28, 2021, Cox submitted a protest to this office to disqualify SC Consortium and to select Cox (Original Protest). A copy is attached.

On July 29, 2021, this office informed SC Consortium of Cox's protest with a deadline of August 3, 2021 to provide a response to the protest.

On August 3rd, 2021, this office informed MOU of Cox's Original Protest with a deadline of August 9, 2021 to provide a response to said protest.

On August 3rd, 2021, SC Consortium submitted its response to the protest (Original Response). A copy is attached to this decision.

On August 6, 2021, MOU decided to submit a response after Cox supplemented its Original Protest.

On August 18, 2021, Cox supplemented its Original Protest (First Supplemental Protest).

On September 13, 2021, Cox supplemented its Original Protest for the second and last time (Second Supplemental Protest).

On October 6, 2021, this office notified SC Consortium to submit its response to the supplemental protests with a deadline of October 20, 2021.

On the same day, this office notified MOU to submit its response to the supplemental protests with a deadline of October 25, 2021.

On October 20, 2021, SC Consortium timely submitted its response to the supplemental protests (Supplemented Response). A copy is attached to this decision.

On October 22, 2021, MOU timely submitted its response to the supplemental protests. A copy is attached to this decision.

DISCUSSION



**NOTICE OF DECISION
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
OFFICE OF PROCUREMENT – BUREAU OF PURCHASING**

This protest is subject to the City's Policy Memorandum No. 130 issued on September 24, 2014 (Policy). The Policy applies to the Solicitation. See section 9.6 of the Solicitation.

The Policy sets forth 3 requirements that a protester must meet: standing, deadline, and required contents. See Paragraphs A, B and C under Section IV of the Policy.

Cox complied with both requirements for standing and deadline.

With respect to the 3rd requirement, Cox presented certain grounds to disqualify the selection of SC Consortium that are summarized as follow: 1. Violation of La. R.S. 38:2212.7 (Original Protest and Second Supplemental Protest); 2. Violation of the Louisiana Code of Ethics due to a relationship between SC Consortium and IGNITE Cities (IGNITE), a city consultant which participated in drafting the Solicitation (Original Protest); 3. Failure to comply with multiple substantive and technical requirements (First and Second Supplemental Protests); 4. Failure of the selection committee to score in a manner consistent with scoring guidelines (First and Second Supplemental Protests); and 5. Failure to satisfy requirement of the City's DBE program.

On the first ground, this office considers that Cox's claim is without merit because Louisiana Public Bid Law does not govern the Solicitation.

On the second ground, this office considers that Cox's claim is without merit because Cox did not provide enough evidence to demonstrate that IGNITE was a contractor of the City and that IGNITE participated in the drafting of the Solicitation.

On the third, fourth, and fifth grounds, this office will not substitute its (or the protester's) judgment for that of the selection committee in reviewing the protest against the evaluation of proposals by the selection committee.

Rather, this office examines the record to determine whether the selection committee's evaluations were reasonable and consistent or not with the stated evaluation criteria and applicable procurement rules.

A protester's disagreement with a selection committee's evaluation, without more, is insufficient to establish that the selection committee acted unreasonably.

This office reviewed the proposals of SC Consortium and Cox, the individual scoring sheets of the selection committee, and MOU's response to the protest.

This office finds MOU's explanation to be reasonable and consistent with the records.

For the above reasons, Cox's protest is denied.



**NOTICE OF DECISION
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
OFFICE OF PROCUREMENT – BUREAU OF PURCHASING**

ISSUED ON: December 3, 2021

BY (FULL NAME): Julien Meyer

TITLE: Chief Procurement Officer

ELECTRONIC SIGNATURE: */s/ julien meyer 2021*

APPEAL

This decision is final. Any party to this protest has a right to appeal this decision before the Civil District Court for the Parish of Orleans.

[END OF DECISION]

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RESOLUTION

NO. R- 22-201

CITY HALL: April, 21 2022

BY: COUNCILMEMBERS MORENO, MORRELL, GIARRUSSO, GREEN AND HARRIS

WHEREAS, Article III of the Home Rule Charter vests all legislative power in the City of New Orleans in the City Council and empowers the Council to conduct investigations, as more fully described in Home Rule Charter Section 3-124; and

WHEREAS, the City Council has the authority to conduct investigations into the operation of any office, department, or board administering the affairs of the City, along with any entity that receives funds from the City; and

WHEREAS, in conducting investigations, the Council has the right to administer oaths, subpoena witnesses, and compel the production of pertinent documents; **NOW THEREFORE**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the City Council, in accordance with Home Rule Charter Section 3-124, does hereby commence an investigation into procurement practices and activities involving the Mayor's Office of Utilities (the "Utilities Office"), including without limitation the selection of Smart+Connected NOLA for smart cities and public Wi-Fi deployment in New Orleans (the "Investigation").

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That in conducting the Investigation, the Council shall have the authority to investigate any other office, department, or board facilitating or involved in any way with procurements covered by the Investigation, including without limitation the Office of the Mayor, the Utilities Office, the Office of Information Technology and Innovation, and the Office of Youth and Families, as well as any credible allegations of criminal activity, violations of the State and/or City ethics laws, or any other misconduct by any City employee relative to the substance of the Investigation.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council, in accordance with Home Rule Charter Section 3-124 and City Code Section 2-57, is hereby authorized to execute any subpoenas, to compel the production of any documents, to request any testimony under oath, or to take any other lawful investigatory step that the President deems reasonably necessary or appropriate to further the Investigation. The foregoing shall include, without limitation, the authority to subpoena and propound document requests upon any person, agency, or entity with information likely to be relevant to the Investigation, including without limitation the following individuals: Christopher Wolff, Jonathan Rhodes, Joshua Cox, Emily Wolff, Kimberly LaGrue, and Arthur Walton. The Council does additionally ratify and confirm any previously issued subpoena germane to the Investigation, including without limitation City Council Subpoena No. 2022-01 compelling the appearance of Jonathan Rhodes before the Council on April 27, 2022 and the production of certain documents, issued pursuant to the President's lawful authority under Section 2-57 of the Code.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the first hearing on this matter is set for April 27, 2022 at 10 a.m. before a special meeting of the full City Council.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION OF THEREOF, AND RESULTED AS FOLLOWS:

YEAS: Giarrusso, Green, Harris, Moreno, Morrell - 5

NAYS: 0

ABSENT: King, Thomas - 2

AND THE RESOLUTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED
TO BE A TRUE AND CORRECT COPY
Lara W. Johnson
CLERK OF COUNCIL

g:\docs\cecil\council\resolutions\2022\04-21-2022\r-201.docx

THE COUNCIL
City of New Orleans

HELENA MORENO
Councilmember-At-Large

JP MORRELL
Councilmember-At-Large

**JOSEPH I.
GIARRUSSO
III**
Councilmember
District A

**LESLI D.
HARRIS**
Councilmember
District B

**FREDDIE
KING III**
Councilmember
District C

**EUGENE J.
GREEN, JR.**
Councilmember
District D

**OLIVER M.
THOMAS, JR.**
Councilmember
District E

AGENDA

Special City Council
to be held in City Hall Council Chamber
on Wednesday, April 27, 2022 at 10:00 A.M.

**PRESIDENT
HELENA MORENO**
Councilmember-At-
Large



**VICE PRESIDENT
JP MORRELL**
Councilmember-At-
Large

1. PRESIDENT'S CALL - LORA W. JOHNSON, CLERK OF COUNCIL

President's Call Letter

UPON CALLING THE ROLL THE FOLLOWING MEMBERS
ANSWERED TO THEIR NAMES:

PRESENT

GIARRUSSO
GREEN
HARRIS
KING
MORENO (PRESIDENT)
MORRELL (VICE PRESIDENT)

ABSENT
THOMAS (ARRIVED LATER)

SIX MEMBERS CONSTITUTING A QUORUM.

3. PUBLIC E-COMMENT FORMS, RULES AND INFORMATION ARE AVAILABLE AT <https://council.nola.gov/home/>
4. POINT OF PERSONAL PRIVILEGE - CM. KING - CONDOLENCES - DROWNING VICTIMS AND THE THREE YEAR OLD SHOOT IN THE FRENCH QUARTER

REGULAR AGENDA

5. CAL. NO. 33,706 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, HARRIS AND GREEN

Brief:

An Ordinance to amend Ordinance No. 28,863 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2022" to reappropriate American Rescue Plan Act (ARPA) funds provided to the City of New Orleans (the City) to fund the building and development of a new Sewerage and Water Board of New Orleans (SWBNO) substation with power provided by Entergy; and otherwise to provide with respect thereto.

Annotation:

ELECTRONICALLY SUBMITTED.
 (Council Rule 34. Postponement Deadline 8/19/22).
 CONTINUED TO THE MEETING OF 5/5/22.

33706

4. CAL. NO. 33,705 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, HARRIS AND GREEN

Brief:

An Ordinance to amend Ordinance No. 28,863 M.C.S., as amended, entitled "An Ordinance providing an Operating Budget of Expenditures for the City of New Orleans for the Year 2022" to transfer General Fund appropriations from various City Departments to the Department of Fire to replenish American Rescue Plan Act (ARPA) funds reappropriated to fund the building and development of a new Sewerage and Waterboard of New Orleans (SWBNO) substation with power provided by Entergy, pursuant to a CEA between the City of New Orleans and SWBNO; and otherwise to provide with respect thereto.

Annotation:

ELECTRONICALLY SUBMITTED.
 (Council Rule 34. Postponement Deadline 8/19/22).
 (Technical Correction needed).
 CONTINUED TO THE MEETING OF 5/5/22.

33705

1. Smart+Connected NOLA - Smart Cities and Public Wi-Fi Deployment Investigation

Brief:

Appearance per City Council's April 11, 2022 subpoena and in connection to the Council investigation into the procurement practices and activities involving the Mayor's Office of Utilities launched under Resolution R-22-201.

To Appear:

* Jonathon Rhodes, Director of the Mayor's Office of Utilities

Annotation:

ELECTRONICALLY SUBMITTED.
 APPEARED.

2. RESOLUTION - NO. R-22-203 - BY: COUNCILMEMBERS MORENO, MORRELL AND GREEN

Brief:

Requesting the New Orleans Office of Inspector General ("OIG") to investigate any potential ethical or other improper actions by City employees in the procurement of the advanced broadband and smart cities RFP awarded to Smart + Connected NOLA; and also requesting the OIG to investigate monies being awarded to nongovernmental agencies through one-year CEAs, including public monies diverted to Forward Together New Orleans.

Annotation:

ELECTRONICALLY SUBMITTED.
(Council Rule 34. Postponement Deadline 8/25/22).

R-22-203

3. RESOLUTION - NO. R-22-202 - BY: COUNCILMEMBERS MORRELL, MORENO AND GREEN

Brief:

That any disbursement of Wisner Trust proceeds earmarked for distribution by or through the City of New Orleans or the Mayor of the City of New Orleans shall be prohibited unless and until such time as the issues regarding (i) the legality of the 2020 Ratification Agreement modifying the Trust, (ii) the legality of the Trust extension, (iii) the legality of dispensing with the Edward Wisner Donation Advisory Committee, and (iv) the appropriate ownership percentage of the City of New Orleans relative to the Trust corpus are resolved with finality and/or this resolution is rescinded.

Annotation:

ELECTRONICALLY SUBMITTED.
(Council Rule 34. Postponement Deadline 8/25/22).

R-22-202

4. RESOLUTION – NO. R-22-204 – BY: COUNCILMEMBERS MORENO, KING, MORRELL, GIARRUSSO, HARRIS, GREEN AND THOMAS

Brief:

Stating that the New Orleans City Council calls upon all partner agencies to determine who has custody and control of the area surrounding the levy near the Mississippi River near the Crescent City Connection and directing the appropriate agency(ies) to take all necessary steps to temporarily secure the Mississippi River bank near the Crescent City Connection in Algiers using conspicuous and unambiguous warning signage.

Annotation:

ELECTRONICALLY SUBMITTED.
(Council Rule 34. Postponement Deadline 8/25/22).

6. ORDINANCE ON FIRST READING

CALENDAR NUMBER 33,708.

INTROUDUCED AND LAID OVER AS REQUIRED BY LAW.

- 6a. **CAL. NO. 33,708 - BY: COUNCILMEMBERS GIARRUSSO, MORENO, MORRELL, HARRIS, GREEN, KING AND THOMAS(BYREQUEST)**

Brief:

An Ordinance to amend Ordinance No. 28,862 M.C.S., as amended, entitled “An Ordinance providing an Operating Budget of Revenues for the City of New Orleans for the Year 2022” to reduce the appropriation of American Rescue Plan Act (ARPA) dollars by \$15 million and appropriate \$15 million in Revenue Notes, Series 2020, of the City of New Orleans, Louisiana (COI) dollars for the funding of a Cooperative Endeavor Agreement between the City of New Orleans and the Sewerage and Water Board of New Orleans (SWBNO) for the building and development of a new substation with power provided by Entergy for SWBNO use; and otherwise to provide with respect thereto.

Annotation:

ELECTRONICALLY SUBMITTED.

(Council Rule 34. Postponement Deadline 8/25/22).

33708

7. MEETING ADJOURNED AT 2:17 P.M.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective as of April 17, 2019, sets forth the terms and understanding between IGNITE Consulting, LLC dba IGNITE Cities (IGNITE) and the City of New Orleans represented by Mayor LaToya Cantrell, for IGNITE to provide pro bono consulting and advisory services to the City for the below mentioned services and/or programming.

The provisions of this MOU are not legally binding and merely represent the expression of IGNITE and the City's mutual intent to partner.

Background

IGNITE is a global consulting practice designed to develop, engage and ignite relationships with Mayors, CIOs and global technology firms. The objective is to architect a connected city by placing people at the center of our purpose. IGNITE has refocused the connected city space and developed a smart framework that can scale, replicate and become profitable. The result creates a visible impact that is measured by PEOPLE through citizen engagement, transformed infrastructure and improved city services.


Purpose

IGNITE will provide the City pro bono consulting and advisory services involving:

- The alignment of the City's initiatives with global partners to reframe smart city offerings that can scale, replicate, and become profitable for the City of New Orleans
- Serving as a partner city for IGNITE's Connected City Global Task Force
- Encouraging and instigating visibility through various mediums of communication
- New smart city thought leadership across the world and potential events to attend


Waiver of Liability

Neither IGNITE nor the City will be responsible for any or all liability arising out of the implementation or execution, in any way, of this MOU.



Signature
George Burciaga, CEO
IGNITE Cities

04/15/19
Date



Signature
Mayor LaToya Cantrell
City of New Orleans

04/17/19
Date

Internal Memo – Confidential



**OFFICE OF THE MAYOR
MEETING MEMORANDUM**

To: Mayor LaToya Cantrell
From: Jonathan Rhodes, Office of Utilities
CC: Kim LaGrue, Art Walton, John Pourciau, Ramsey Green
Date: January 5, 2021
**Re: MEETING MEMO: Technology Infrastructure Investment with Ignite
Cities and Loop Capital**

BACKGROUND

Since 2018, the Cantrell Administration has been looking at ways to build equity in our communities and make New Orleans a Smart City for residents, visitors and businesses. In response to COVID-19, the need to bridge the Digital Divide became even more urgent. The Office of Utilities, ITI and many others began looking for ways to improve connectivity for all residents. During this effort we built a partnership with Ignite Cities and have developed a plan to get New Orleans residents connected, improve city services, save the City money, increase revenue for the City, and build a Smart City that will promote economic development.

CONTEXT

Over the last 10 months, the Office of Utilities and ITI have worked closely with Ignite Cities, Qualcomm and JLC Infrastructure/Loop Capital to develop plans for digital equity (the "Ignite Plan"). What started as a plan to build a public wifi network evolved into a citywide Smart City investment of over \$50M, taking into account the City's infrastructure needs, potential for new revenue and cost-savings, and opportunities to build innovative technology for improved services and economic development.

Ignite Cities and their partners have asked to make a presentation of their proposal. In summary, their presentation is expected to cover the following:

Internal Memo – Confidential

1. **Investment in Infrastructure** – the Ignite Plan will invest \$40-\$50M in New Orleans technology infrastructure including municipal broadband, citywide fiber and Smart City networking.
2. **Digital Equity** – this investment will improve Digital Equity by making internet accessible to all.
3. **Improved City Services** – Smart City technology will improve city services, and make them more efficient in areas like lighting, traffic, water management and public safety.
4. **Cost-Savings & New Revenue** – Increased efficiencies will save the city considerable money. In addition, innovation provides opportunities for new revenue to improve our bottom line.
5. **Smart City Coordination** – The Ignite Plan offers to operate and manage the Smart City infrastructure at a high level in public-private partnership with the City of New Orleans.

NOTES/CONSIDERATIONS

The ambitious plan would make New Orleans the first city in the nation with such a robust and equitable smart city program. But we need to do it right, including:

1. **Equity** – Need to ensure that these services roll out equitably across the City
2. **Local Hiring** – Need to include residents, organizations and companies to create jobs and opportunity in our communities
3. **Procurement** – It is likely an RFP process will be needed

Next steps to keep the program moving include:

1. Meeting with Procurement team to identify strategies and potential obstacles.
2. Meeting with Finance/CAO to identify cost-savings and revenue projections.
3. Ongoing collaboration with Ignite and City Departments to develop and deploy technology.

From: [Jonathan M. Rhodes](#)
To: [George Burciaga](#)
Subject: Questions about Smart City Scope of Services
Date: Thursday, January 21, 2021 4:22:11 PM
Attachments: [Smart Cities Scope of Services DRAFT.docx](#)

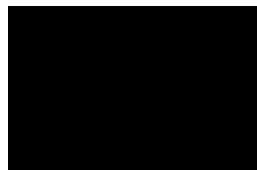
Hello George,

I would appreciate your insight on the attached Scope of Services for a comprehensive smart city program that the City would like to deploy asap.

Thanks,

Jonathan M. Rhodes
Director, Mayor's Office of Utilities
Office of Mayor LaToya Cantrell
City of New Orleans
1300 Perdido Street, [REDACTED]
New Orleans, LA 70112

[REDACTED]
[REDACTED]



NEEDED SERVICES

1. Overview of the RFP.

- a. New Orleans' critical infrastructure is essential to the smooth functioning of the city economy. Inequitable access to digital infrastructure restricts economic mobility while the lack of smart city technology impairs citizen services. To meet the needs of a growing city, we are encouraging the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access. Furthermore, the City seeks Smart City applications such as smart street lighting, traffic management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that will improve services, reduce costs, generate new revenue and foster innovation and economic development.
- b. The City seeks Proposals from entities who are willing to enter contracts with the City to deploy advanced wireless and wireline infrastructure and address the digital divide and community needs by providing for a level of free services to members of the public. The City also seeks to partner to provide a fully integrated suite of streetlights, sensors, networks, and data analytics platforms that will result in the City becoming a leader in improving mobility, accessibility, and safety.
 - i. Specifically, the City asks for Responders to propose solutions that will:
 1. Fulfill the Foresite 2016-17 design proposal for a City Institutional Fiber Network connecting approximately 430 City of New Orleans and Sewerage and Water Board sites.
 2. Provide Internet access to homes and businesses via a network designed to deliver symmetrical speeds of 1 Gbps or higher to each residential unit and to offer a business level of service at 10 Gbps or higher.
 3. Provide Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
 4. Execute a "no-cost service level" for individuals and families not regularly accessing the Internet due to cost, access, awareness, literacy, or equipment issues.
 5. Execute a business and governance model that maintains financial sustainability, reliability, security, and privacy.
 6. Ensure that advanced communications networks will be available in all parts of the City, including low-income areas.
 7. Provide a Turnkey solution to integrate all facets of an advanced "Smart City" network platform for enhancing City services through connected technology.

- a. The Respondent must be able to finance the project, have the experience to deploy technology infrastructure and provide smart city solutions.
 - b. The Respondent shall guarantee performance and provide long-term Operating, Maintenance, and recapitalization as part of this contract including other public service and revenue generating models such as Wi-Fi sponsorships and kiosks.
 - c. The respondent will integrate solutions including but not limited to smart lighting, smart traffic management, smart water metering and flood water detection, smart wayfinding and other communications.
 - d. The respondent will design solutions that may include neutral host models and/or open access network architecture to foster private innovation and economic development.
 - e. The respondent will develop a program and engage local workforce development programs and local hiring opportunities.
- ii. To support this initiative the City will:
 1. Establish a digital infrastructure permitting group in the Mayor's Office of Utilities that will provide expedited handling of applications for construction of project-related communications infrastructure.
 2. Provide access on and to specific City property suitable for installation of communications equipment if the equipment meets the criteria of the "no-cost service level."
 3. Schedule access to roadwork and storm water drainage projects under construction for the installation of project-related conduit and vaults.
 4. Provide access at favorable bulk rates to City street light poles with power supplies for placement of wireless communications equipment.
 5. Provide access to property for placement of wireless infrastructure that will permit Responders to reach some of the most highly trafficked zones within the City.

2. Mission

- a. Equity Is the bedrock of our vision for New Orleans. Today, infrastructure has taken on a new meaning and is a key tool to achieving equity citywide. Digital connectivity is not a luxury intended for entertainment, it's a fundamental right

and an essential tool for modern living. The City is working toward making it easier and more affordable for all residents and businesses to gain broadband access, be digitally literate and aware of cyberthreats and misinformation, and make New Orleans a global leader in smart cities innovation.

- b. The City is looking for a triple-bottom-line proposal that aims to maximize the economic, environmental, and social benefits of digital infrastructure. The City will prioritize and assess the proposals by their anticipated contribution to the overall Equity goal.
 - c. People who are low-income, minority, female, elderly, minor, or live with a disability are less likely to have a computer or high-speed Internet at home. Many cannot afford it. Some don't recognize the benefits of technology. Others fear technology or feel that it is for other people. This lack of a computer or home Internet hinders their ability to develop Internet and computer technology skills. Therefore, they miss key information on school, jobs, health, housing, and civic life. This difficulty getting information worsens existing inequality experienced by these people.
 - d. Depending on the study, researchers learned that between 23% and 33% of New Orleans households lack home Internet and roughly 21% don't have a computer. These facts make New Orleans one of the worst-connected US cities with low-income residents less likely to have home Internet compared to wealthier people.
 - e. While there are programs designed to encourage broadband deployment and allow schools and libraries to obtain less expensive access to the Internet, the United States has not fully developed a true Broadband Universal Service that can ensure that broadband Internet access is available to all citizens, as have other countries like Switzerland, Finland, Taiwan and Britain. As the world relies more and more on Internet-based communications for work, education, hiring, training, and for daily interactions with each other and with government and other community institutions, it becomes more critical to address disparities in Internet availability.
 - f. In the absence of a national plan to ensure Broadband Universal Service, it is important for the City to ensure, to the extent possible, that basic levels of broadband access are available to every resident regardless of income, and that high-quality, high-speed access is available everywhere at reasonable prices.
3. Goals
- a. Considering the increasing importance of having available affordable, high-speed broadband services, proposals should address the following project goals:
 - i. Ensure that every resident can access advanced communications networks that provide high-speed, high quality broadband connections to the Internet, where residents live, work and play, indoors and outdoors.
 - ii. Ensure that areas of the City that are currently underserved are promptly served.

- iii. Ensure that the City is served by an open network, so no one is prevented or blocked from taking full advantage of the Internet’s capabilities; and
- iv. Ensure that every resident can enjoy the benefits of broadband, regardless of income or the area in which they reside.
- v. The City of New Orleans should be the location of choice for businesses and residents – to attract businesses with good paying jobs, to entice graduates from our local universities to reside and work in New Orleans, and to ensure the City remains a center for the digital economy and a global leader in technology and innovation.
- vi. The full impact and benefit of the network will not be achieved by simply building a network, but rather by having widespread adoption and utilization by the community. The City seeks a definitive solution that will maximize adoption and sustainability.
- vii. Proposers should align their proposals with the IoT guidelines developed by New York City at <https://iot.cityofnewyork.us/> and have been adopted by 35 additional cities across 11 countries. The guidelines provide a framework to help government and its private partners responsibly deploy connected devices and IoT technologies in a coordinated and consistent manner.

4. Objectives

- a. The City expects a great level of detail and granularity for the technical, financial, and operational requirements of the network. Furthermore, the City must:
 - i. Understand the detailed financials associated with the Proposal, including initial capital to construct, ongoing operational and maintenance costs, end-user fee structures and monetization strategies for the network.
 - 1. These financials will be used to determine the proposal with the best utilization of capital resources and long-term operational sustainability.
 - ii. Assess a comprehensive system design, including:
 - 1. Coverage and capacity.
 - 2. RF elements for a City 5G and fiber infrastructure.
 - 3. Backhaul and networking elements and components.
 - 4. Site locations.
 - 5. Smart and connected outdoor LED lighting.
 - 6. Cameras and IoT sensors for active traffic management.
 - 7. Smart mobility software application integrated with the Cameras and IoT sensors for active roadway management and to monitor travel time and speed at a minimum of every .5 miles along priority corridors.
 - 8. Architectural lighting on predetermined City locations.

- iii. Assess comprehensive deployment timelines.
 - iv. Understand a detailed set of commitments a Respondent is willing to make based on the requirements and questions.
 - v. Analyze the structure and the long-term benefits of the business model proposed by the Respondent.
 - b. The City seeks Proposals that will result in build-out and provisioning of services within the incorporated City of New Orleans within five years of the award of the contract. It is expected that the Wireless capabilities of the network will be provisioned quickly.
 - c. The City seeks a qualified Respondent with the proven experience, financial resources, and professional expertise to fund, design and build a suite of capabilities; including streetlights, communication, and associated networks. Pedestrian sensors, traffic sensors, environmental and other sensors are envisioned with an integrated data analytics platform that demonstrates departmental-level measures of performance as well as city-level measures of effectiveness.
 - d. The City recognizes that a variety of private sector entities have engaged in Smart City/Lighting projects and network development/expansions throughout the Country, and are interested in providing financing, management and planning, and operations and maintenance services. The City seeks responses from a partner that will facilitate the next generation Smart City deployment, funding, technical solutions by providing planning, program implementation, construction, management, and maintenance services.
 - e. This is not an exhaustive list and the City is expecting Proposals to identify additional offerings to provide maximum value, flexibility, scalability, energy savings, and big data analytics.
- 5. Digital Inclusion Plan
 - a. As part of each Proposal the City seeks a Digital inclusion Plan designed to encourage adoption of broadband throughout the proposed service territory; and designed to ensure that a minimum level of service is available to all residents in the proposed service territory.
 - i. More specifically, a Digital Inclusion Plan is desired:
 - 1. For wireline and wireless.
 - 2. That includes offerings that provide free service without regard to the income of the user, so that the service is available without the need for a user to qualify for service.
 - 3. That provides support for a Digital Inclusion Plan for at least the period of any contract for use of City assets entered pursuant to this RFP.

4. That includes free service offerings that will be adjusted over time to reflect changes in the speeds required to use the Internet effectively; and
 5. That addresses costs of installation in a manner that makes service accessible to low-income, transient populations.
- b. The City seeks a digital inclusion plan that includes provisioning of 10 Gbps symmetrical services to locations that may serve as community computer centers, including but not limited to libraries, parks and recreation, Job-seeker and Family Resource Centers.
 - c. The city seeks a digital inclusion plan that includes a strong component for publicizing the availability of free service options and that provide for coordination with non-profit groups and the City in efforts to distribute equipment required to take advantage of those offerings and more advanced service offerings. Respondents are also encouraged to partner with other non-profit organizations within the City that are working to address the digital divide.
6. Net Neutrality
- a. The City is strongly committed to promoting net neutrality and expects each selected Proposer to agree to operate its network consistent with net neutrality as defined by applicable FCC regulations.
7. Financial and business model
- a. The City of New Orleans seeks to enter a partnership in which the Respondent assumes most of the risks and capital associated with the implementation of the Smart Lighting, Smart City, wireline and wireless broadband network and anticipates this to be factored into the Proposal.
 - b. City assets that may be utilized in the construction of the network including but not limited to:
 - i. Existing public rights-of-way.
 - ii. Publicly owned vertical assets.
 - iii. Community Anchor Institutions.
 - iv. Guaranteed revenue streams for a variety of service offerings.
 - c. The City will prioritize Proposals that are not “demand-based” which can have the effect of exacerbating the digital divide. All geographic areas of the City of New Orleans must be built out in a model that equalizes results in higher income and lower income areas. The Proposal must describe:
 - i. The way the equalization model will operate and how it will address problems associated with high levels of short-term residents, low-income, or low-adoption rates.
 - ii. An explanation of what role the City might be required to play in fostering demand, if any.

- iii. What the proposer will do if the model in fact results in low take rates or build-out commitments in underserved areas.
- iv. The time frame for seeking expressions of interest from all neighborhoods and the estimated time from demand targets being met to construction.

8. Specifications

a. Wireline

- i. Due to the high prices of third-party communications costs and the absence of a City-owned option for communications between its many facilities, the City has identified the need for a more economically feasible option for the interconnection of its facilities. The benefits of such a change are clear in that the City will own and maintain the communications systems and can benefit financially from the investment in the new infrastructure.
- ii. In September 2016, the Foundation for Louisiana issued an RFP to solicit a consultant to plan a city-owned institutional broadband fiber network for the City of New Orleans with the following objectives:
 - 1. Expand the city government's provision of online services to residents.
 - 2. Support implementation of smart city applications.
 - 3. Achieve cost efficiencies in daily information technology (IT) operations.
 - 4. Expand operational efficiencies to other departments through IT.
 - 5. Provide high-speed Internet access at city government owned and operated facilities to help disadvantaged residents bridge the digital divide.
- iii. Foresite Group developed a high-level design proposal for a City of New Orleans-owned, institutional broadband fiber network. This network would provide capacity for high-speed data transmission to support internal intranet operations like file sharing, printing, telephone, and enterprise software applications that require data transmission. The network would connect approximately 430 City and Sewerage and Water Board sites via roughly 200 route miles of underground fiber, enabling the City of New Orleans to support a minimum of 100 Gbps network service between City locations.
- iv. Overall, the City facilities currently utilize speeds ranging between 200 Mbps and 10 Gbps. As previously mentioned, these network connections are made via third party companies. The City desires that the minimum connection speed be 100 Gbps in the future on the new dedicated network. Not only will the new system need to support the existing systems and City facilities, it should also consider the planned development and

relocation of core facilities that will require interconnection with the communications backbone, as well as a future-proof scaling strategy.

- v. <https://arcg.is/1vqvLm> shows the proposed backbone route around the City. The goal of the proposed routing is to provide a reasonable tie in point for the existing residential areas, commercial areas, City facilities, Sewerage and Water Board facilities, planned improvements, and key corridors identified by the City for interconnection with the City network.
 - vi. As mentioned, the proposed City of New Orleans' Institutional Fiber Network will consist of two 200-mile-long fiber ring of 864-strand fiber optic cable running along key corridors of the city. Additional fiber trunk spurs will be built out to extend the fiber network to areas of the City outside of the main trunk lines.
 - 1. The fiber optic cable will be installed in new conduits physically divided between City and Public client use. Under this design, two 864-strand fiber optic cables would be used for the main fiber optic trunk ring in lieu of a shared fiber optic cable. This provides separate fiber optic cables for the City Network and the Public client network for clear physical separation between the networks. New separate conduits with a minimum of 2.5" diameter will be required to support this design.
 - vii. The proposed Institutional Fiber Network will have a connection to an Internet Exchange Point from the City Hall Network Hub. The Proposal should consider revision of the Foresite high-level design proposal to include potential City Hall expansion into the Municipal Auditorium as well as other planned City improvements and changes from the 2017 Foresite design.
- b. Wireless
- i. The City seeks proposals for Wireless networks that will result in total outdoor availability of 5G NR (New Radio) throughout the City's 350 square miles of incorporated area as well as outdoor availability of Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
 - ii. The City requires a citywide, wireless broadband network service that ensures network coverage 24 hours a day, 7 days a week, 365 days a year and complies with the coverage, capacity and other technical requirements detailed in this document.
 - iii. 5G infrastructure and devices are increasingly being designed to operate in multiple RF bands. While the latest 3GPP release documents have 69 bands defined for use we encourage respondents to also explore the use of

Band 46 (5150 to 5925 MHz) and the CBRS Band from 3550 to 3700 MHz.

- iv. Additionally, with the FCC allocations of over 10 GHz of bandwidth and 802.11ay usage increasing, the use of millimeter bands are becoming more prevalent for use in broadband applications. These bands will have both licensed and unlicensed allocations across the 60-80 GHz range.
- v. Requirement: Brand name or Equivalent. The brand names/original equipment manufacturers (OEM) associated with the Respondents proposed equipment are important for several reasons.
 - 1. The Radio Access Network (RAN) represents critical infrastructure for New Orleans, the equipment must be of high quality and guarantee the firmware and software do not contain any form of malware or other harmful components.
 - 2. The RAN may carry traffic that is for criminal justice, medical, or other purposes.
 - 3. The Respondent will ultimately bear all costs of 5G interoperability testing.
 - 4. In the event of a Rip and Replace order, the Respondent will bear all costs of replacing the RAN.
 - 5. The equipment must be compliant with section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232). Section 889 Part B covers certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities) and certain video surveillance products or telecommunications equipment services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of those entities). The statute is not limited to contracting with entities that use end-products produced by those companies; it also covers the use of any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
 - 6. The equipment must be compliant with the U.S. State Department Clean Network Initiative.
- vi. **All costs (interoperability testing, standards implementation, etc.) associated with verifying the equivalence of non-brand name but**

equivalent components will be borne by the Offeror and appropriate documentation must be provided to the City during the RFP process.

- vii. The main technical purpose of this section is to deploy a 3GPP based, 5G RAN in New Orleans. The equipment comprises multiple elements for this specific proposal and includes but is not limited to the following components: RF antenna system, coaxial cables, eNodeB with multiple configurations e.g. macro, small, femto and pico cell, cell site router, security gateway, and all software. Minimally the RAN shall be interoperable with 3GPP release 16.
- viii. The City encourages a RAN architecture that supports secondary applications and business opportunities that utilize the excess capacity of the RAN. The proposed solution must be flexible and able to evolve over time. The City encourages the Respondent to deploy a robust network based on industry practices as new technologies are proven effective in specific venues and applications. This may include advanced technologies such as Massive MU-MIMO configurations.
- ix. As this is a greenfield deployment, the City will prioritize Respondents that embrace OpenRAN standards to realize cost savings, future proof the City network, and to add flexibility for vendor mixing which widens the supply chain.
- x. For each eNodeB and RAN solution provided, the City requires the Offeror to provide the following information:
 - 1. Product description of all proposed RAN equipment.
 - 2. System and node 3GPP compliance test report and associated integration and verification test reports for the proposed release.
 - 3. Dimensioning and capacity guidelines for all RAN equipment and software e.g., baseband unit (BBU) capacity, power amplifier power, Radio Resource Control connections, router transactions per second.
 - 4. Detailed RAN site configuration details for power, heating, ventilation and air conditioning, hardware and mechanical specifications and requirements.
 - 5. 3GPP Conformance and performance testing results.
 - 6. Proposed RAN network diagram with logical and physical connections to the City.
 - 7. Provide product roadmap support for 3GPP Release 16 and higher.
 - 8. RAN backhaul topology over City Institutional Fiber Network.
- xi. The wireless core is a mission critical network that needs to remain in operation 24x7x365. New Orleans has unique physical features that subject telecommunications infrastructure to weather-related risks.

Typical call and data session processing require interconnection to an LTE Evolved Packet System (EPS). The EPS contains the nodes that consist of the Evolved Packet Core (EPC), Home Subscriber System (HSS) and Policy and Charging Rules Function (PCRF) and other ancillary support systems. These other ancillary support systems include the Operations & Maintenance (O&M), network monitoring and billing systems.

Collectively we call these systems components the core network. In order to support standalone deployable operations, maintain local control (local breakout of the P-GW), ensure SLA performance and most importantly provide operational redundancy to the network, the City requires a load sharing, redundant core network to support the network.

- xii. With the advent of virtualization for most core elements, the City expects most solutions to embrace this technology innovation and provide it with an Open, distributed, redundant, load bearing, scalable, and cost affordable platform. Employing a technology where network slicing could be utilized would allow for new critical communications applications like intelligent transportation to be deployed within the City and enable a variety of commercial relationships that will help fully utilize the resources of the network.
- xiii. The Respondent is required to provide a minimum core network within the City that also enables the Respondent to sell wholesale services to third parties who may wish to connect to elements of the core.
 - 1. The Respondent is also required to:
 - a. Provide product information on their 3GPP feature compliant LTE EPS and related elements that will comprise the core.
 - b. Provide roadmap for future 3GPP releases including Next Generation Core support.
 - c. Dimensioning and capacity guidelines for all proposed core equipment and software including all virtualized elements, hardware, storage, and compute requirements.
 - d. Detailed site server configuration details for power, HVAC, hardware and mechanical specifications and requirements.
 - e. Proposed redundant core network diagram with logical and physical connections to the City.
 - f. Subscriber management proposal.
- xiv. The City of New Orleans has both unique public entertainment events, varying population density and a dense tree canopy. In order to supplement demand surge and provide emergency coverage, the use of

deployable technologies will be necessary. Deployable technologies encompass a range of items, generally characterized as the following:

1. Cell on Wheels (COW): a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main network
 2. Cell on Light Truck (COLT): a cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller
 3. System on Wheels (SOW): a full base station and controller on a trailer/truck/big rig/etc. A SOW is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no Internet connectivity
 4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' Above Ground Level (AGL)), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include Remotely Operated Vehicle (ROV) and Unmanned Underwater Vehicle (UUV)
 5. Other systems including vehicular network systems (VNS) and man-packs.
- xv. To the extent that City structures are used for the placement of Wi-Fi devices, Proposers using them will be expected to develop a “splash page” that includes the City logo and appropriate links to City resources related to the initiative. In addition, providers will be expected to share aggregate information with the City regarding network usage (e.g., the number of connections to Wi-Fi devices to permit the City to assess system usage and traffic pattern areas). The City does not request and is not interested in receiving a Proposal that would provide it with personally identifiable information regarding network users.
- xvi. Proposers are expected to craft free service offerings so that the services are useable and so that the Internet can be accessed without undue delay or security risks. For example, if premium and free Wi-Fi connections are offered, the availability of the free service should be evident, and the system should be designed so that the steps and time required to complete a connection to the Internet are limited.
- c. Smart City
- i. The City of New Orleans seeks to expand Smart City opportunities, and add new capabilities, to become an exemplary Smart City in North

America within three years and remain among the leaders for Smart City efforts around the world. The City's high-level objectives are improving mobility, accessibility, safety, and the quality of life for our residents and visitors.

- ii. Key objectives of this project are as follows:
 1. Conversion and operation of City owned and managed streetlight luminaires to energy efficient and networked Smart LED's throughout the City. The new Smart LED's will have a color temperature in accordance with DOT requirements and are to improve the consistency of aesthetics and lighting for both vehicular and pedestrian safety.
 2. Address any areas that are over or under-lit by providing uniform lighting throughout in accordance with DOT designs and standards.
 3. Maintain and improve the safety of the electrical infrastructure.
 4. Provide traffic monitoring cameras, IoT sensors, and fiber connectivity throughout the City corridors as determined by City stakeholders.
 5. Water sensing, water metering, and flood water projection.
 6. Kiosks and other revenue recuperation programs.
 7. Provide Smart LED Architectural lighting in predetermined zones.
 8. Access to the latest available smart technology, with room for modification or growth.
 9. Maintain security and privacy for the residents of the City. The City is committed to ensuring transparency and clarity of the practices on how data is being both projected and utilized by the Proposer and its vendors.
 10. Improve City operational and policy decision-making through data and analytics, through a data analytics platform.
 11. Upgrade and expand the City's connectivity infrastructure that will support the improvement and expansion of the initiatives described in this document.
 12. The Proposer shall utilize neutral host carrier technologies and hardware.
 13. Access to latest available hardware and software technology.
 14. Conversion of all existing streetlights to Smart LED Lights and technology within 3 years of the Notice to Proceed.
- iii. The proposer shall furnish, configure, install, test, implement, and maintain a City owned Smart Mobility Platform that shall enable the City to monitor traffic and transit. The platform shall offer a consolidated and

integrated view of all City operations. The integrated operations platform is expected to enable transformation of the City operations by enhancing situational awareness and providing the City data to make informed operational decisions.

- iv. The platform must be able to integrate a multitude of mobility services, devices, and subsystems, at a minimum the Computer Aided Dispatching and Automated Vehicle Locating System and various Advanced Traffic Management Systems, streetlights, and other IoT applications and devices.
- v. The platform must
 1. integrate devices using API's into this platform.
 2. Enable the City and its partners to define a standard data model for each operational service such as parking, lighting, etc.
 3. Enable Multi-tenant operations dashboards
 4. Have the ability to customize dashboards per the user and Departmental preferences
 5. Be able to provide API access based on roles and access control policies defined for each user and the key issued to that user
 6. Enable departments to take actions on configurable conditions, which are guided through workflows
 7. Be able to configure, manage, and monitor any distributed IoT modules from any operation center
 8. Allow for event handling and data handling
 9. Provide ways to define policies that make applications or things respond to external environments
 10. Have integrations with the network layer to proactively monitor any incidents on the network for active troubleshooting and triaging
 11. Be able to alert any incidents in the network proactively on command and control
 12. Allow users to invoke web conferencing sessions directly from the platform
 13. Integrate with City ESRI GIS Layer and street network map services with ability to show status of resources
 14. Provide Operators and Managers with a management dashboard that provides a real time status and is automatically updated when certain actions, incidents and resources have been assigned, pending, acknowledged, dispatched, implemented, and completed
 15. Provide complete view of sensors, facilities, video streams and alarms in an easy-to-use and intuitive GIS enabled graphical interface with configurable workflow and business logic

16. Have a visualization platform to view historic analytics and predictive models
 17. Be able to perform analytics, predictions across all County operations
 18. Have an easy to use interface with drag and drop facilities to build reports and analytics
 19. Have ability to connect to multiple data sources, REST/SOAP API's in real-time
 20. Be able to consume social media data streams for predictions
- vi. The City's web page must make data available to citizens and visitors in order to maintain transparency and foster continued public involvement in Smart City initiatives. In addition to depicting street congestion, the web site must illustrate real-time information for transportation and identify open on-street parking so people can better plan their journeys regardless of their intent. The system shall be configurable and include an open data platform using API technologies that enable bi-directional data sharing in order the update the City's web page in real time.
1. This functionality enhances the integration capabilities to leverage system data for other applications and facilitate various integration with other systems.
 2. All application data shall be made accessible via the open API.
 3. The City will own all data collected via the systems proposed to be built, installed, modified, or created under this contract, and awarded under any subsequent contract.
 4. The City will bear no liability or responsibility for the Proposers willful or non-willful security breach of such data, regardless of the circumstances of such breach.
 5. Proposer shall provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the System. This includes data monetization, sale, and/or sharing. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud configurations identified and managed by the successful proposer.
- vii. The successful respondent shall provide engineering services for the duration of the contract for required photometric analysis, designs, calculations, permitting, shop drawings, construction administration, as-builts, certifying of work performed. Engineering services will consist of Professional Engineers with an approved State of Louisiana Professional

Engineering Seal to address all items that are required to be sealed/signed, for example, plans, calculations, shop drawings, and as-builts.

1. A Lighting Master Plan shall include the following:

- a. Lighting analysis which shall be a detailed narrative that describes how a lighting analysis will be conducted and clearly identify the following:
 - i. A baseline photometric analysis for each corridor and remaining areas
 - ii. A lighting enhancement analysis for public and traffic safety
 - iii. Analysis for addressing under and over-lit areas
 - iv. Updating the City's Street Light ESRI Map layer
 - v. The proposed Smart LED Light or luminaire shall replace the existing light or luminaire style and be compatible to the existing luminaire arm or post.
 - vi. Compatibility of recently installed LED lights with a Smart LED lighting system (by placement of node, sensor, or transmitter)

b. Maintenance Plan

- i. The successful proposer shall prepare and submit for City approval a maintenance plan that demonstrates requirements that meets or exceeds the City's expectation of the following:
 - 1. The maintenance plan shall include coordination with other agencies and/or utility companies, for example, City Public Works and Entergy.
- ii. The successful proposer shall perform all activities necessary to keep the managed assets fully operating, properly functioning, with a minimum of 95% of the lights burning for any lighting type at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts

of the managed assets and locating the managed assets, as may be necessary.

c. Upgrade Plan

- i. Provide a detailed narrative that describes the approach to address under-lit and over-lit areas, as well as, the approach to improve the City's lighting quality. The successful proposers upgrade plan must provide, at a minimum,
 1. A plan to optimize energy conservation, meet photometric requirements, and address any areas that are over or under-lit by providing uniform lighting.
 2. Engineering plans and or shop drawings of Smart LED light upgrades.
 3. Engineering Specification.
 4. Engineering calculations for the planned illumination system improvements that are indicated in this RFP.
 5. The successful proposer shall evaluate each existing streetlight as some may be obsolete due to their age, are unable to be retrofitted, and/or the possibility that portions of the existing light assembly are no longer manufactured. Proposed upgrades are not only for the Smart LED lights, but could also consist of other necessary items for the functioning of the streetlights. The successful proposer will coordinate these issues with City staff.
2. The system shall at a minimum monitor, diagnose and control all of the following aspects of luminaire function, and any others pertinent to the operation of the luminaires.
 - a. The monitoring system shall be installed and tested prior to street light conversions.
 - b. Monitor individual luminaire operational status (e.g. incorrectly off, incorrectly dimmed) in real time.
 - c. Check individual luminaires' operational status (e.g. off, dimmed, unresponsive).
 - d. Check individual luminaires' operational history.
 - e. Check individual luminaires' precise location.

- f. Check individual luminaires' energy usage.
 - g. Monitor inventory of all assets: luminaire, pole, small cell and any devices installed through the resultant contract.
 - h. Control the state of individual luminaires between on, off, and dimmed.
 - i. Control the state of individual luminaires as in previous item via onboard software not dependent upon communication with the control network.
 - j. Control the state of individual luminaires as in previous item via onboard hardware.
 - k. Monitor device warranty, system failures/outages, and response times.
- d. The wireline, Smart City, and wireless networks are intended to be mission critical networks. The systems must be available 24 hours a day, every day, on a non-stop, fault tolerant basis. Typical networks often refer to this as "5 nines" systems. This term refers to 99.999% availability or approximately 5.26 minutes of downtime per year. The Respondent should use industry accepted best practices to ensure that all equipment, software, and network designs ensure optimal performance. These metrics include:
- i. Availability – An item to be in the state to perform a required function at a given instant of time or at any instant of time within a given time interval, assuming that external resources required, if required are provided, e.g., "uptime."
 - ii. Restorability – When a disruption occurs, services must be capable of being re-provisioned, repaired, or restored to required service levels on a priority basis.
 - iii. Reliability – The probability that a service can perform a required function under stated conditions for a given time interval. i.e. Mean Time Between Failure (MTBF) and Failure Rate.
 - iv. Integrity – The degree to which service is provided without excessive impairments, once obtained.
- e. The Respondent will provide the technology and implementation strategy to enable the networks to operate at maximum performance. This will include the following, but is not limited to:
- i. Fault tolerant or high availability software and hardware platforms.
 - ii. Redundant hardware and power backup solutions
 - iii. Product and implementation details on virtualization or cloud-based implementations of the network.
- f. Security. The Respondent will describe their cybersecurity approach, covering, at a minimum, the following topics.

- i. Describe in detail how data privacy is maintained, particularly individual citizen data.
- ii. Describe the solutions use of and support for secure protocols to safeguard data in transit and at rest.
- iii. Describe the solutions support for encryption in backups and in replicated sets.
- iv. Describe how your solution handles data recovery or the ability to roll back in the event of human or system error.
- v. What protocols have been established for dealing with unauthorized access to or disclosure of confidential data?
- vi. Describe what data validation the solution performs on records as they are created or edited and indicate whether this is different for batch jobs as compared to single records.
- vii. Describe how the solution tracks changes to records. Is there an audit trail for edits? Is it possible to revert to previous versions of a record?
- viii. Describe the extent to which the solution has been designed to comply with laws and regulations governing the storage and use of protected user data
- ix. Other than the provision of reports for the City, please describe in detail how you will sell, share, manipulate, aggregate, package, or otherwise monetize data obtained through the platform, detailing which data shall be used and how and identifying potential third parties that may be involved.
- x. Proposers should provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the Smart City, Wireless and Wireline project. This includes data monetization, sale, and/or sharing. Proposers should also detail how they plan to address and limit bias in their analytics and algorithms. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud entities identified and managed by the Selected Proposer. City IoT deployments must protect and respect the privacy of residents and visitors. The City is committed to being open and transparent about data collection, processing and use.
- xi. Data Management: Proposers will create a data management plan that will describe how data will be collected, managed, integrated, and disseminated before, during, and after the Smart City Project.
- xii. The plan will include privacy provisions which will document how the City and the Selected Proposer will collect, store, strip, suppress, and disseminate information internally and externally. The plan will consider

all aspects of Personally Identifiable Information (PII) and Sensitive information.

xiii. A successful proposer shall prepare for City approval a technical solution that defines the security for all aspects of the streetlights, including but not limited to:

1. Streetlight communications shall authenticate all inbound requires via a City-approved mechanism.
2. Streetlight communications shall be capable of providing configurable authentication on all outbound requests.
3. Streetlights will encrypt all communications across the network at AES256 or better.
4. Streetlight enclosures and fixtures will be physically secure and fortified, including access to any physical diagnostics connection port.
5. Streetlight physical diagnostic connection ports will use the same encryption and authentication protocols as remote network connections.

g. The Proposer shall provide a program to educate, train and teach City personnel in all details of the equipment and the System that shall enable the personnel to monitor the System.

i. Training shall include:

1. Course development, handouts, manuals, classroom aids, and all other items required to train City staff. Hands-on classes shall be included in the training program.

ii. Training curriculum shall be approved by the City and shall include but not limited to:

1. Sessions every 6 months for the first 5 years, annually for major software releases thereafter for the remainder of the contract term.
2. Demonstrated access to lighting management system
3. The ability to access and generate reporting
4. Integration and access to the City's 3rd party applications
5. Address troubleshooting
6. Address the alert notification system

9. Closeout Submittals

a. As-Built Set

i. The Proposers Engineer of Record in responsible charge of the Project's design shall professional endorse the As-Built Plans, the special provisions and all reference and support documents.

ii. The Proposer shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for

Construction” plans shall be signed by the Engineer of Record. The As-Built plans shall be submitted upon completion of field construction activities and prior to the beginning of operational testing and acceptance as a condition precedent to the notice of final completion.

- iii. As-Built plans shall include GPS locations of all newly installed ITS infrastructure, field elements, pull boxes, splice boxes, and conduit routing to an ESRI Geodatabase format. GPS locations shall be recorded at sub-meter accuracy.
- b. All hardware and software provided by the Proposer shall have the latest stable firmware or software version installed and any necessary upgrades available at the time of final completion. All As-Built documents shall be produced electronically using City supported software, signed and sealed by the Proposer’s Engineer of Record, and submitted by the Proposer to the City as a condition precedent to issuance of Final Completion. The final approved As-Built documents shall be submitted to the City as a prerequisite to final completion.

From: [Jonathan M. Rhodes](#)
To: [George Burciaga](#)
Subject: Draft Document
Date: Thursday, March 25, 2021 4:27:18 PM
Attachments: [Smart City RFP for Publication.docx](#)

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OnQ Blog



Q&A with Sanjeet Pandit, Qualcomm Technologies' head of Smart Cities [video]

IoT as a Service is driving the enablement of global smart cities and smart connected spaces.

APR 21, 2021 |

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As the Internet of Things proliferates, the deployment of smart cities and spaces is more exciting than ever. We recently sat down with Sanjeet Pandit, who leads Qualcomm Technologies' smart cities initiatives and ecosystem through the Qualcomm Smart Cities Accelerator Program.



As the global head of Smart Cities at Qualcomm Technologies, what has been the most exciting recent achievement of the Qualcomm Smart Cities Accelerator Program?

It's been incredible to see the Qualcomm [Smart Cities Accelerator Program](#) grow to more than 300 global ecosystem members across multiple domains since its 2019 launch.

What we imagined would take five years to implement, has rapidly grown in months due to the needs of our world today. Technology has been a catalyst in helping our global communities meet the needs of our current environment and "new normal." We have been able to support the deployment of end-to-end solutions across vital sectors, including use cases across education, healthcare, and logistics.



Sanjeet Pandit



[Services Suite](#) was made possible through our ecosystem members. For example, collaborating with OneScreen and HoverCam has enabled smart classrooms and hybrid learning settings for school districts across the U.S., and ecosystem members LucidAct, Ceiba, and VeeMed are helping us provide direct access for remote patient monitoring and Tele ICU capabilities in healthcare.

Why did Qualcomm Technologies decide to create the Qualcomm Smart Cities Accelerator Program and what are you addressing through this implementation?

The Qualcomm Smart Cities Accelerator Program was implemented to address the IoT industry's immense fragmentation, which makes it challenging for people, organizations, and cities to find efficient ways locate and implement the best end-to-end IoT solutions specific to their needs. To



use technology to enable intelligent, connected solutions that maximize safety and productivity across sectors including healthcare, education, manufacturing, and more.

As IoT offers hope for a more “normal” future with cities and organizations planning to leverage connected technologies to comply with social distancing and [health screening](#) measures, it’s more important than ever to address IoT fragmentation.

How is the Qualcomm Smart Cities Accelerator Program helping meet the needs of our current environment?

A great example addressing today’s health and safety needs includes a [collaboration with ecosystem member OneScreen on their GoSafe](#) platform. OneScreen GoSafe is designed to detect face masks and elevated temperatures as people enter offices, schools,



temperature, masks, ID cards, and other factors using on-device AI and real-time assistance over video.

GoSafe is powered by the Qualcomm Technologies system-on-chip (SoC), built on our octa-core processor with the Qualcomm AI Engine for high-performance edge computing, AI/machine learning, connectivity, and security. GoSafe is a timely application of technology that can alert people from entering a building if they have an elevated temperature or if they're not wearing a mask. It can quickly measure temperature, perform facial recognition, and read an ID card. Then, based on the results of the scan, the device can notify a human monitor or automatically grant/deny access when connected to a building security system.

In December 2020 you announced the Qualcomm



verticals across Smart Cities and Spaces, Education, Healthcare, Logistics, and Construction. What is being addressed and how is this different from previous smart cities solutions?

The Qualcomm IoT Services Suite is engineered to deliver a comprehensive, end-to-end solution for plug-and-play deployment, from silicon to modules to devices to software and platform integration. When companies and municipalities utilize the Qualcomm IoT Services Suite and other solutions offered by members of the Qualcomm Smart Cities Accelerator Program, they can bypass common fragmentation challenges – making it easier, quicker, and more cost-effective to manage and deploy smart connected spaces.

An example of this is ecosystem member Infinite Computer Solutions, which provides support



SmartSpaces Platform. This platform seamlessly integrates Qualcomm Technologies chipset-enabled subsystems to support middleware, data operations, cloud services, enhanced security, user experience, analytics, collective intelligence, and artificial intelligence (AI). Commercial device enablement is then achieved through pre-integration and pre-certification on the platform.

The global pandemic raised the conversation of patient care access to center stage and, as a result, redefined healthcare delivery. For example, remote patient monitoring has made it possible for senior citizens to avoid going to, and having to stand in line at a doctor's office. Instead, they can get medication and a consultation from the comfort of their own homes. This means senior citizens can conveniently access quality medical care and



health risks and reducing the carbon footprint of unnecessary travel.

The pandemic put a halt on traditional classroom education, and quickly brought attention to the effects of the digital divide. However, remote learning rose to the challenge soon after – making it possible to deliver quality education to students around the world. We're working with partners like OneScreen and Hovercam to offer interactive whiteboards and digital podiums designed for live collaboration, where teachers can work with students in the classroom and in a virtual environment – allowing all students the ability to easily annotate on the same whiteboard. To address the digital divide, cities can implement private 5G networks and IoT technologies to help bring connectivity to all parts of the city, while helping support costs through offering different



Can you characterize what a smart space looks like?

To exemplify IoT as a Service (IoTaaS) and bring to life a tangible proof point of the Qualcomm IoT Services Suite, we transformed a portion of our San Diego campus into a real-life use case of commercially available, end-to-end solutions.

The Qualcomm Smart Campus replicates a city environment featuring a 5G network and a variety of intelligent capabilities, including smart parking, lighting, transportation, logistics, trash cans, and edge-AI cameras for security. We've also deployed an intuitive user app for visitors, as well as a command and control center that serves as the "nerve center" of the campus. The command center provides complete operational visibility across entire networks of connected sensors and IoT devices in real time – all viewable from a



goal is to help visitors reimagine and replicate the solutions across multiple industries to address the challenges and needs for particular spaces and communities.



Inside the Qualcomm Smart Campus command and control center.

Are you seeing a resurgence of interest in the smart city movement, specifically in the U.S.?

I would not frame it as a smart city movement, but rather a



traction over the past year. For example, we recently announced the [Qualcomm IoT Services Suite](#), which focuses on key verticals that we've seen a resurgence of interest in – such as education, healthcare, and logistics. Many cities are realizing that they experienced a gap between money used to repair roads versus implementing new technologies – now they're looking for ways to deploy smart technologies that can meet multiple needs. We are seeing accelerated adoption as cities seek improved solutions across multiple verticals.

What cities are great examples of smart cities actively deploying these technologies and rollouts?

Working closely with our [Smart Cities Accelerator Program](#) ecosystem partner, [IGNITE CITIES](#), we've seen [New Orleans](#), [Miami](#), [Honolulu](#), and other cities embrace opportunities such as moving



networks. These cities were attracted to this technology because they are looking to identify ways to generate revenue by selling their own ISP services to businesses or even offer unique services for tourism.

Each city is different so I do not believe that you can implement universal practices from city to city. However, with each deployment you can take bits and pieces that match the needs of each city and circumstance. What works in Singapore might not work in NYC and vice versa.

Some great examples of successful smart cities are in Singapore and Taiwan because they set the stage and benchmark for citizen engagement, and the underlying infrastructure is robust. The municipalities' engagement with their citizens is strong and how they leverage and use technology is the best I've seen



In terms of technology adoption, the smaller the size and the more controlled the environment, the easier it is for implementation. A good example of this is our own [Qualcomm Smart Campus](#), which features our latest technology, but only serves a population of around 30,000.

This replication of a smart city and the deployment of so many verticals in a short amount of time is due to the small population and controlled environment.

What verticals can we anticipate in the future and what will the Qualcomm IoT Services Suite continue to enable?

We are closely monitoring what the cities, our ecosystem partners, and customers are telling us. Their input is invaluable, as it helps define and shape the solutions we support. We have plans to bring many more services under our Qualcomm IoT Services Suite,

Need to know more about Smart Cities on a regular basis?

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are just scratching the surface of how this is going to transform businesses and cities.

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Qualcomm Smart Cities Accelerator Program and Qualcomm IoT Services Suite

Dec 8, 2020 | 2:38

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DEPARTMENT OF FINANCE
OFFICE OF PROCUREMENT - BUREAU OF PURCHASING

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

JULIEN MEYER
CHIEF PROCUREMENT OFFICER

April 21, 2021

VIA EMAIL ONLY

Jacobs

Attn: Mr. Kevin Ferguson

[REDACTED]
[REDACTED]
[REDACTED] [com](#)

Qualcomm

Attn: Sanjeet Pandit

[REDACTED]
[REDACTED]
[REDACTED]

JLC Infrastructure

Attn: Mr. Andrew Kim

[REDACTED]
[REDACTED]
[REDACTED]

Ignite Cities

Attn: Mr. George Burciaga

[REDACTED]
[REDACTED]
[REDACTED]

RE: Advanced Broadband and Smart City Systems - City of New Orleans Request for Proposals No. 1193 (RFP) – IMMEDIATE ATTENTION

I am writing to request a response from any of the recipients of this letter by **2:00 PM CDT on Monday April 25, 2022**, to the following question: do you confirm that Ignite Cities has a business relationship with any member of Smart+Connected NOLA?

This question stems from information received by City representatives on Monday April 18, 2022, during a meeting with representatives of Smart+Connected NOLA.

This information raises doubt about the validity of the proposal submitted by Smart+Connected NOLA in response to the RFP with respect to: (1) the affidavit of conflict of interest disclosure attached to the proposal (Attachment A), (2) Section 9.8 of the RFP entitled “Code of Ethics” (Attachment B), and (3) Section 9.5 (entitled “Agree to Contract Terms and Conditions”) and Contract Provision No. 30 under Attachment E to the RFP (entitled “Non-Solicitation” located on page 67 of 88 – Attachment C).

This information also warrants to reconsider the position of the City and the responses from Smart+Connected NOLA (dated 8/3/2021 and 10/20/2021 – Attachment D) in connection with the protest submitted by Cox Louisiana Telcom, LLC d/b/a Cox Business against the selection of Smart+Connected NOLA.

Based on the response(s) or lack of by the aforementioned deadline, the City will determine its best course of action.

Sincerely,

/s/ julien p. meyer 2022

Julien Meyer
Chief Procurement Officer

Enclosures: Attachments A, B, C, and D.

Cc: Ms. Donesia Turner, City Attorney
Mr. Clifton Davis, Executive Counsel to the Mayor of the City of New Orleans
Mr. Jonathan Rhodes, Director, Mayor’s Office of Utilities

Smart+Connected NOLA

Smart+Connected NOLA

[REDACTED]
New Orleans, LA 70112

April 25, 2022

Attn: Mr. Julien Meyer
Chief Procurement Officer
City of New Orleans, Office of Procurement/Bureau of Purchasing
[REDACTED]
New Orleans, LA 70112

Subject: Advanced Broadband and Smart City Systems - City of New Orleans Request for Proposals No. 1193

Dear Mr. Meyer:

The Smart+Connected NOLA consortium (the "SC Consortium") acknowledges receipt of the City of New Orleans (the "City") letter on April 21, 2022, addressed to SC Consortium members including JLC Infrastructure, Jacobs, and Qualcomm Technologies, Inc. regarding the Advanced Broadband and Smart City Systems Request for Proposals No. 1193 (the "RFP Process"). The SC Consortium believes it has fully complied with the RFP's process requirements, including those established by the City to ensure a transparent and fair bid, scoring and selection process.

However, the SC Consortium would like to inform the City of its intent to decline the award notification from the City on July 2, 2021 with respect to the RFP Process. Regretfully, due to significant uncertainty surrounding the future of the project proposed by the SC Consortium, we are unable to continue to pursue the project under these circumstances. To allow the City to freely pursue this project or another preferred alternative, we believe it is in the best interest of all parties for the SC Consortium to withdraw from the project.

Pursuant to the above, please find enclosed in [Appendix A](#) the press release the SC Consortium intends to release to announce its exit from the Advanced Broadband and Smart City Systems project. Please do not hesitate to contact us should you have any questions regarding this letter or require additional information.

Sincerely,



Andrew Kim

MJE-Loop Capital Partners LLC,
Sponsor of Smart+Connected NOLA

Enclosures: Appendix A Smart+Connected NOLA Press Release

FOR IMMEDIATE RELEASE

Smart+Connected NOLA Announces Intent to Exit the City of New Orleans Advanced Broadband and Smart City Systems Project

NEW ORLEANS, LA – April 25, 2022 – Today, the Smart+Connected NOLA consortium (the “SC Consortium”) notified the City of New Orleans (the “City”) of its intent to exit the public-private partnership opportunity to develop and implement advanced broadband and smart city systems in the City (the “Project”). On July 2, 2021, the City issued an intent to award notification to the SC Consortium with respect to the Advanced Broadband and Smart City Systems City of New Orleans Request for Proposals No. 1193 (the “RFP”).

The SC Consortium pursued the Project and engaged in dialogue with the City to partner in achieving the City’s stated key objectives, including addressing the digital divide in New Orleans by deploying internet connectivity to underserved areas and implementing smart city infrastructure to improve City services and reduce costs. Discussions between the City and SC Consortium have been centered around refining the technological offerings which would benefit the residents of New Orleans and developing a self-sustaining budget-neutral funding model which would require no additional up-front costs to the City. To date, the SC Consortium and the City have not engaged in negotiations around or signed a potential Cooperative Endeavor Agreement.

Regretfully, due to significant uncertainty surrounding the future of the Project, the SC Consortium is unable to continue to pursue the Project under these circumstances. To allow the City to freely pursue the Project or another preferred alternative, we believe it is in the best interest of all parties for the SC Consortium to withdraw from the Project. The SC Consortium believes it has fully complied with the RFP’s process requirements, including those established by the City to ensure a transparent and fair bid, scoring and selection process. As such, the SC Consortium will continue to cooperate with requests for additional clarification required by the City regarding the SC Consortium’s bid submission.

The SC Consortium’s decision to withdraw from the Project was not made lightly, as we are honored to have participated in the development of such a transformational project that is expected to spur economic empowerment to disadvantaged communities across the City.

About Smart+Connected NOLA

Smart+Connected NOLA is a consortium comprised of world-class firms including JLC Infrastructure and Qualcomm Technologies, Inc.

April 25, 2022

Mr. Julien Meyer
Chief Procurement Officer
Department of Finance, Office of Procurement

██████████
██████████
New Orleans, LA 70112

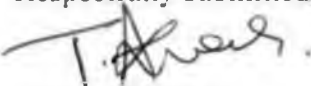
Re: Advanced Broadband and Smart City Systems – City of New Orleans Request for Proposals No. 1193

Dear Mr. Meyer:

We write in response to your letter of April 21, 2022 seeking information regarding business relationships between Ignite Cities (“Ignite”) and any member of Smart+Connected NOLA.

In June 2020, MJE-Loop Capital Partners (“JLC”), Qualcomm Technologies, Inc. (“QTI”), and Ignite announced a strategic collaboration aimed at developing and delivering smart technology solutions for municipal customers. That initiative, memorialized in a May 2020 nonbinding Memorandum of Understanding, established a framework under which the parties could collaborate to bridge the digital divide, identify smart solutions for municipal operations, and deliver wireless broadband connectivity to all citizens, including those in underserved communities. In furtherance of these aspirations, in June 2021 QTI engaged Ignite under a standard consulting services agreement to better understand how best to meet the needs of nearly a dozen cities across the country, including New Orleans, as they digitally transform.

We understand that the City requests this information in connection with its review of Request for Proposals No. 1193. As you know, the Smart+Connected NOLA consortium has determined to withdraw from that project, but QTI nonetheless provides this information in the spirit of cooperation and partnership. QTI was proud to have participated in this transformational project, and we remain committed to building smarter and more connected cities around the country.

Respectfully submitted,

Ashok Tipirneni
Director, Product Management
Qualcomm Technologies, Inc.

MEMORANDUM OF INTERVIEW

On March 9, 2023, Jonathan Rhodes, former Director of Mayor's Office of Utilities, City of New Orleans, was interviewed by Investigators Damon Rodriguez and Troy Chenevert, of the City of New Orleans Office of Inspector General (OIG) at the OIG Office located at 525 St. Charles, Ave, Suite 300, New Orleans, LA 70130. After being advised of the official identities of Rodriguez and Chenevert, Rhodes voluntarily provided the following information:

Rhodes said he was a lawyer and received his Juris Doctor in Chicago and was licensed in Louisiana. Rhodes was currently in private practice in New Orleans, but was employed with the City of New Orleans (City) from March 2019, until his departure in August 2022. Rhodes worked previously for non-profit organizations before taking the position of Director of Mayor's Office of Utilities with the City in 2019. He moved to the area after Hurricane Katrina and had always done community outreach particularly in the area of public utilities. Rhodes said he would never work for the City again citing the politics connected with the job.

Rhodes said his initial impression of George Burciaga had not changed over time from when they first met. He said they met in August of 2020, via e-mail and had been on some zoom and phone calls throughout COVID. Rhodes and Burciaga had met with Josh Cox, Director of Strategic Initiatives, Mayors Office who worked in strategic initiatives for the City. Rhodes recalled that Burciaga worked as a pro bono consultant for the City. When he met Burciaga, he wondered what his angle was with the City but that there was always someone wanting to work with the City. Burciaga came to the City and said he had worked with other Mayors of color related to various technology projects. Rhodes looked up the web site for Burciaga to research his background.

Rhodes recalled hearing that somewhere there was a Memorandum of Understanding (MOU) with the City, but it was not located after he specifically queried about its existence in an e-mail to the City Attorney's Office. Rhodes said that it was Burciaga's goal to help with the City's technical abilities. He described Burciaga as a charismatic and inspiring person. Rhodes said that Ignite Cities role was to bring technology solutions to the City. Universal Basic Income was one such a deal arranged by Burciaga with the City, Master Card and MoCaFi. (OIG Note: MoCaFi is a financial services platform which consists of prepaid MasterCard, FDIC insured bank account, money management app, credit building bill pay, and personal wealth coaching for the 110 million Americans dealing with economic hardships and no clear path to a better circumstance.)

Rhodes said Burciaga worked on efficiencies within multiple cities as it related to their Wi Fi. He envisioned kiosks with Mesh++ and solar powered phones throughout the City for emergency use situations, such as in the aftermath of hurricanes. (OIG Note: Mesh++ is a developer of solar-powered wireless communication technologies designed to provide Wi-Fi to public spaces and remote areas using solar-powered routers.) Burciaga did a test with Verizon and the City of Chicago along with Mesh ++ in a park to see if the system would work. Burciaga also wanted to do the same tests in New Orleans with local vendors and needed a month of cellular coverage donated in order to do so. The City could not get a vendor to donate the phone coverage and Rhodes believed Burciaga paid for the cell phone service personally. Rhodes said the test did not work well and the plan was cancelled. He said the City had a platform or idea for Smart Cities and Burciaga brought in entities to the City like Qualcomm and other

technology focused companies. (OIG Note: Smart+Connected NOLA had been selected by a city purchasing committee through a public bid process in June 2021, with the intent of signing a multi-year agreement on a sprawling project to create a new private, but “city-directed” internet service to compete with existing providers, while installing thousands of “smart cities” devices to collect data to improve city services and generate new revenue.)

Rhodes said he thought Burciaga was bringing information to the City to show how a project like Smart Cities would work. Burciaga had done so with other cities and the City of New Orleans was learning from him. Rhodes said that he felt the Smart Cities project was a possible solution but that when the procurement came up, he did not have the expertise on that matter. Rhodes recalled a January 4, 2021 email he sent to Clifton Davis, and the dated January 5, 2021, memorandum attached to it which he drafted about Ignite Cities and the various partners participating with the project being proposed. Rhodes drafted the memorandum and addressed it to the Mayor in advance of the January 5, 2021 meeting. Rhodes looked at the memo and that he thinks the documents surrounded the January 5, 2021, meeting with Ignite Cities. He said he used the term “partners” loosely in his email to Davis on January 4, 2021 and further noted that vendors who provide goods and services to the City were also viewed as partners by the City.

Rhodes said during the January 5, 2021 meeting, it became obvious that the City would have to procure the proposed Smart City project. He noted Mayor Cantrell was present for the meeting. He said the process was that the matter was assigned to the Procurement Department and that as such, he was not involved in the procurement. He did to some degree stay involved in his role, which in his opinion was to make sure “shit got done.” He viewed his position with this City was to keep things moving and thus participated on calls about once a week to keep the process flowing.

Rhodes said he was unaware that Burciaga had a relationship with Qualcomm. (OIG Note: Smart+Connected NOLA was a consortium of Qualcomm, Jacobs, JLC Infrastructure, and Zyter. This group was found to have ties with Ignite Cities and their owner, George Burciaga.) Rhodes did not think Burciaga had a financial interest in the program. Rhodes recalled seeing a letter from Julien Meyer dated April 21, 2022, that referenced an April 18, 2022 meeting with Meyer, Rhodes, Clifton Davis and members of the winning bidder for the Smart Cities, Smart+Connected NOLA. A member of the winning consortium, Smart+Connected NOLA, said something to the effect they did not want there to be any confusion that Ignite Cities “would have a financial interest in the project down the road.” Rhodes said his immediate impression was that this project was over and it rightfully should be over. He said he was unsure if it was true, but had concerns. Rhodes said Burciaga was not on the phone call.

Rhodes was shown an April 25, 2022 letter from Qualcomm Technologies to Julien Meyer, Chief Procurement Officer for the City. Rhodes read the letter and noted that this was the first time he had read this document. In addition, this was the first time Rhodes became aware of a consulting agreement between Qualcomm and Ignite Cities. Rhodes was shown the Smart+Connected NOLA withdrawal letter dated April 25, 2022, signed by Andrew Kim. He confirmed this ended the project for the City.

Rhodes recalled providing testimony to the City Council regarding the Smart Cities project on April 27, 2022. This was especially concerning for him since Councilman Giarrusso was grilling him at the City Council meeting. Rhodes felt like Giarrusso was having a “TV moment” and was unsure what he was trying to do to him. He said he and Helena Moreno were at odds on policy and that they wanted to diminish his office within the City. He reiterated that Burciaga never promised him anything and he

never had concerns that Burciaga was trying to do something illegal. Rhodes recalled Burciaga always said, "may the best proposal win." Rhodes confirmed he was not part of the grading process for the proposals submitted for Smart Cities. Investigators showed Rhodes a forensic search of his City owned cell phone. In particular, Rhodes was shown google searches about fraud, bribery, Louisiana ethics, the FBI, and other corruption charges related to crimes in federal and State law. He was not approached by anyone to do anything illegal nor was he asked by Law Enforcement to assist in an investigation. After allegations raised by the City Council painting a picture that he was part of something nefarious, Rhodes said he was concerned about potential exposure.

Rhodes was shown his 2020, 2021, and 2022, City Financial Disclosures. It was pointed out that in May 2021, he omitted Verge Internet as one of his financial interests. He said he was unsure why it was not there, but that he did not intentionally withhold the information. It was pointed out that in May 2022, the disclosure listed Verge Internet on the document. He said he probably was unsure because he did not have business revenue. He recalled the correction in May 2022 was actual versus value ranges he indicated on the form. Rhodes was able to recall this correction after looking at the document and seeing his initials where he changed the values to ranges. He reiterated that he was not trying to hide anything on the disclosure. Rhodes also noted some other companies that he had ownership in were not listed on the documents either. As of the date of this interview, Rhodes acknowledged Verge Internet is "shelved."

Transcript of Proceedings
April 27, 2022

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1 A couple things, you know, I can't control what
2 Ignite Cities thinks or does, right? And they very well
3 may have presented a draft scope, and I think we'll get
4 into this a little bit more, like, as we go through more
5 of the details and the conversations, but just to kind
6 of, like, get us there maybe even a little faster.
7 Ignite may have provided scope and ideas or some of
8 these other partners, you know, or parties I should say,
9 Qualcomm or JLC may have provided ideas either on the
10 phone or in a document, but what I can say is that those
11 ideas are not reflected in the actual RFP that was
12 written. So that's where I think, you know, a lot of
13 clarity needs to come in, is that, yes --
14 MS. MORENO:
15 You weren't looking for, like, hey, you know, what
16 do I need to put in here? Like, you weren't like saying,
17 "Hey Ignite. Hey Qualcomm JLC. What do I need to put
18 into this RFP?" You weren't going to them as potential
19 vendors trying to get information from them as to what to
20 put in the RFP?
21 MR. RHODES:
22 Correct. And yes. And if we, you know, this may
23 come to as we go through the details, but there is a --
24 because I've looked at a lot of this pretty closely to
25 try to figure out what's going on so I could be very

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1 MS. MORENO:
2 Gotcha. Can we go to the next email, please? On
3 January 21, 2021, Mr. Rhodes, you emailed Burciaga for
4 his insight on scope of services for a comprehensive
5 smart cities program. Email says, "Hello, George. I
6 would appreciate your insight on the attached scope of
7 services for a comprehensive Smart City program that the
8 City would like to deploy ASAP."
9 This certainly looks like you're looking to Ignite
10 to give you information on what should be in the scope of
11 services.
12 MR. RHODES:
13 Yeah. I mean I'm asking for their insight and
14 really that's consistent with what I had been doing with
15 Ignite for at least half a year. Ignite provides pro
16 bono services to the City of New Orleans, right? And so
17 my relationship with Ignite, my understanding of their
18 role, was that they're there to kind of serve us in a pro
19 bono capacity so that when we have questions about how do
20 we put Wi-Fi in public parks? I mean, these are the ones
21 I worked on. I think, you know, there may be others.
22 How do we solve these problems? Ignite had
23 expertise and can provide insights to the City that are
24 helpful because we don't know everything, right?
25 MS. MORENO:

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1 responsive to you all.
2 There is a RFP that was written by the City, a
3 scope and details. It's very long and technical, and at
4 no point could I find any information that was provided
5 by any third parties, them or Cox or anyone, that is
6 included in that document. I'm really basically trying
7 to say is the RFP was written entirely by the City
8 without the input of these parties.
9 And when these parties tried --
10 MS. MORENO:
11 When you talk about parties, are you including
12 Ignite?
13 MR. RHODES:
14 Yes. And just one more point, when these parties
15 tried to give input or offered suggestions like, "hey,
16 you should include this," those were sort of summarily
17 dismissed by our IT staff working on it because they were
18 not helpful, and they were not things we wanted.
19 MS. MORENO:
20 So you wouldn't be like -- okay. So you weren't
21 soliciting information from Ignite on like, "hey, what do
22 we need to provide in this RFP," and things like that,
23 right?
24 MR. RHODES:
25 Yes. Well, yes, to my recollection, no.

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1 But due to the fact that they introduced you to
2 Qualcomm and JLC; that they were having meetings with
3 Qualcomm and JLC and putting those meetings together,
4 don't you feel like maybe there was that inside track
5 that Ignite was pretty much an ally and was an almost an
6 extended representative of JLC and Qualcomm?
7 MR. RHODES:
8 That was not my impression at the time. My
9 impression at the time, you know --
10 MS. MORENO:
11 What is your impression now?
12 MR. RHODES:
13 My impression now is that looking at the document
14 you provided about their relationship -- that I was not
15 aware of is -- that they may have had a more allied
16 relationship as you described it. But my impression, at
17 the time my understanding from what was represented to me
18 and what is represented on Ignite's website that they're
19 are pro bono consultant, was that they were a group that
20 I could go to for information and assistance.
21 MS. MORENO:
22 Let me see if I have it right on the screen, too.
23 It's making sure I have everything straight. Look, I'm
24 not a lawyer. So this is all new to me trying to work
25 through all of these.

VERGE INTERNET

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With 100 million+ subscribers, the US market for Internet service is big.

Yet, 42 million+ Americans do not have access to broadband at home.

VERGE is disrupting the outdated model of Internet service providers and building the future of connectivity as a market leader in 5G fixed wireless, edge computing & cloud services.

Goodbye broadband as usual. Hello, VERGE.



Market Validation

New forces are shaping the future of Internet connectivity.

USAGE IS SURGING.

Streaming is up 12%, Web traffic is up 20%, VPN is up 30% and Gaming is up 75%.

WORKING REMOTELY.

77% of executives expect the trend toward remote work to continue even after COVID-19 subsides.

DISTANCE LEARNING.

20 million college students and 50 million K-12 students shifted to distance learning.

INTERNET OF THINGS.

The IoT is expected to grow beyond 40 billion devices in 2025, all of which need highspeed connectivity.



The Problem

BIG NAME INTERNET SERVICE IS:

EXPENSIVE.

Residential broadband is too expensive averaging \$66/month.

FRUSTRATING.

The Big ISP's and Cable score a "D" overall with customer satisfaction.

OUT OF REACH.

42 million+ Americans are living without Internet.

COMPLICATED.

Connecting the "last mile" fiber to subscribers is difficult and expensive.

(Source: ACSI 2020)



The Solution

VERGE INTERNET IS:

AFFORDABLE.

Subscribers pay a flat \$30/month, a \$400 annual savings over our competitors.

RELIABLE.

Subscribers receive highspeed, secure, reliable internet and exceptional customer support.

ACCESSIBLE.

Our commitment to “Internet for All” is real. Our technology model makes it possible.

EASY TO USE.

No hassle installation, transparent pricing, online dashboards, real customer support.



The 5G Breakthrough

**“CBRS Spectrum changes the
game for wireless industry
innovation in the US”
- Ericsson**

VERGE utilizes 5G spectrum and disruptive technology to gain a market advantage.

We are building the nation’s only end-to-end 5G mmWave network, proving fiber-like speeds and future-ready technologies to give the best possible experience for our subscribers.

Our first-to-market presence will ensure spectrum access. Our technology and proprietary network design is defensible from competition.



Market Opportunity

The available market size makes it possible for VERGE to go big.

100M+

Internet Subscribers
in the US

Total Available Market

40M+

Underserved
or Disconnected

Serviceable Market

5M

Fixed Wireless
Subscribers

Current Market

(Sources: Arstechnica, The Carmel Group, 2020)



Market Opportunity

The 5G Fixed Wireless Market in the United States is projected to grow by 92% from 2019 to 2026. That means:



(Source: Arstechnica, The Carmel Group, 2020)



Market Opportunity

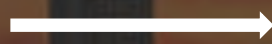
The growth of 5G fixed wireless represents significant revenue opportunity.

9M+

5G Fixed Wireless
Subscribers

Projected Market by 2026

(Source: Markets&Markets 2019)



\$4.6B+

Annual Revenue

Annual Revenue Opportunity
in the 5G Fixed Wireless Space

(Forward Looking Statement)



Residential Internet

Introducing our core product,
5G Highspeed Internet
Connectivity from VERGE.

VERGE Internet Edge™

\$30/Month.

Flat and transparent pricing means there are no surprises.

Superfast & Reliable.

Speeds up to 1 gigabit up and down.

Hassle Free Installation.

No hassle. No Fee. No Worries.

No contract, cancel anytime.

We're confident you'll love us.

Five-star Customer Service.

Exceeding expectations with every interaction.



Education Technology

Empowering educators to focus
more on students, less on IT.

VERGE Virtual Desktops™

\$20/Student/Month.

Cost-effective to deploy across the school, district or university system.

Security & Storage.

Highest safety protocols. Everything in one place. Say goodbye to lost data.

Ease of Use.

Less work and worry for local IT, backed by VERGE's experienced administrators.

Performance Plus.

Edge computing provides the highest speeds at a fraction of the cost.

Five-star Customer Service.

Exceeding expectations with every interaction.



CloudVERGE™ Enterprise Solutions

Enterprise Solutions

Migrating to the Cloud so the enterprise can focus more on core business, and less on IT.

\$30/User/Month.

Cost-effective to deploy across the office or enterprise.

Security & Storage.

Highest safety protocols. Everything in one place. Say goodbye to lost data.

Ease of Use.

Less work and worry for local IT, backed by VERGE's experienced administrators.

Performance Plus.

Access the highest compute power at a fraction of the cost.

Five-star Customer Service.

Exceeding expectations with every interaction.





The Competition

Our competition was founded in the days of the telegraph wire. *Literally.*

Big-name broadband like AT&T, Comcast and Spectrum take a monopolistic approach by investing in costly technologies and taking their customers for granted.

Their subscribers pay the price in high fees and poor service.



Our Competitive Advantage



First to Market

We are first to market with leading technology



Exceptional Service

Subscribe online, no hassles or hidden fees



Competitive Pricing

Save big over the competition



Best Products

Superfast, super reliable secure 5G internet



Go Farther, Faster

We go where fiber can't, at less cost



Design & Brand

Mission-driven Brand, Exceptional Service



Go-to-Market Strategy

Our powerful and scalable strategy leverages unique partnerships and innovative network design.

First to Market

We gain traction quickly and efficiently by being first in target markets.

Rapid Deployment

Our alliance with 5G infrastructure providers allows us to deploy networks rapidly and cost-effectively in new markets.

Strategic Partnerships

Partnerships with cities, school districts, MDUs and developers allow VERGE to connect quickly with customers.

Marketing, Sales & Service

Our campaigns gain attention. Our sales team drives decisions. Our service earns the longest possible customer lifetime value.



Traction & Validation

Early traction is the best validation of product-market fit.

Proof-of-Concept

We have decades of experience, including a 5G network in New Orleans, to prove the success of our model.

Strategic Alliance

We have entered a strategic alliance with 5G infrastructure providers to ensure rapid deployment.

Pre-Orders

We have started taking pre-orders in target markets, the best possible proof of strong product-market fit.

Angel Investment

We have \$250,000 committed toward our \$5M raise.



Team

With decades of experience in Internet startup, network architecture, wireless technology, and telecom law, we have the best team to take VERGE big, and fast.



Christopher Wolff
Technology & Networks

National leader in wireless network design & deployment.

Founder of successful Internet startups including Gain Communications, Broadband Labs, and Sprocket Communications



Jonathan Rhodes
Business & Brand

Attorney for telecom law, government relations, and business development.

Leads startups to profitability in a range of industries including telecom, renewable energy, real estate, and hospitality.



Financials

We're looking to fund the first 2 years toward reaching 15,000+ new subscribers.

\$5M



**15,000+
Subscribers**



\$10M+

Seed Round
Supports:

Revenue

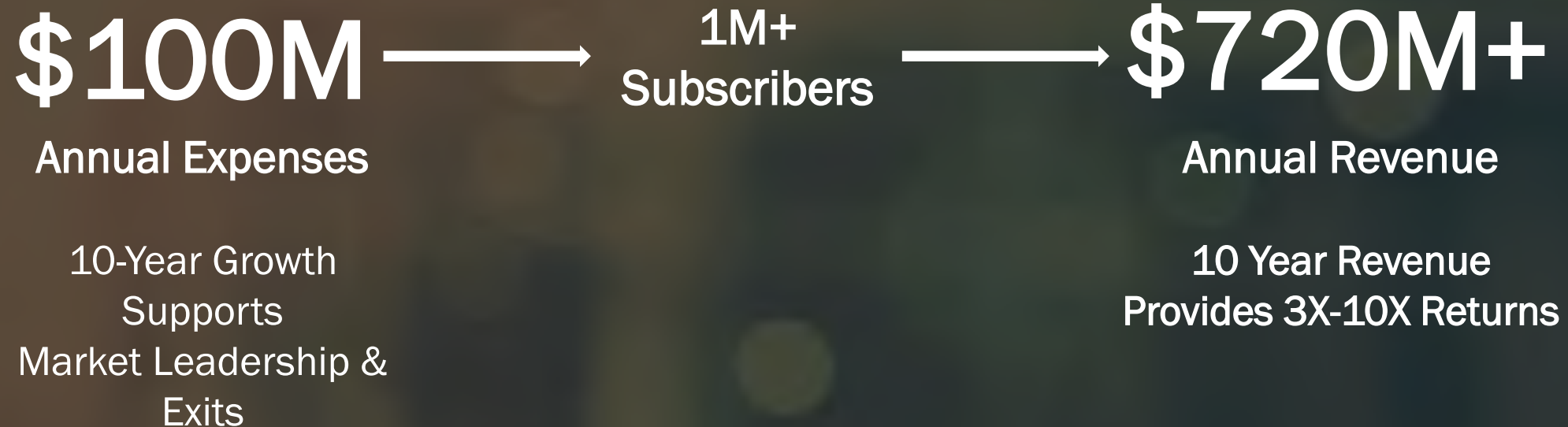
Key Hires
Network Design
Market Entry
Product Launch
Customer Acquisition
Scoring & Metrics

(Forward Looking Statement)



Financials

A long-term play allows market leadership and exceptional returns.



(Forward Looking Statement)



Contact Information

We're building the nation's fastest, most affordable 5G Internet for All. Join us!

Christopher Wolff
chris@vergeinternet.com

Jonathan Rhodes
jon@vergeinternet.com



Forward Looking Statement

VERGE is forward-looking, ambitious and careful. You are too.

The information contained in this Presentation (“Profile”), should be considered carefully in evaluating our prospects. This Profile (including without limitation the following factors that may affect operating results) contains forward-looking statements regarding us and our business, financial condition, results of operations and prospects. Words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates” and similar expressions or variations of such words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements in this Profile. Additionally, statements concerning future matters such as revenue projections, projected profitability, growth strategies, possible changes in legislation and other statements regarding matters that are not historical are forward-looking statements. Forward-looking statements in this Profile reflect the good faith judgment of our management and the statements are based on facts and factors as we currently know them. Forward-looking statements are subject to risks and uncertainties and actual results and outcomes may differ materially from the results and outcomes discussed in the forward-looking statements. Factors that could cause or contribute to such differences in results and outcomes include, but are not limited to, those discussed in this Profile. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this Profile. We undertake no obligation to revise or update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this Profile. As used in this Profile and unless otherwise indicated, the terms “we”, “us”, “our”, the “Company”, and, “VERGE” refer to Verge Internet Inc.



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1 investment and other parts of the infrastructure of smart
2 cities.
3 MR. MORRELL:
4 So as the city council, as the public, and as other
5 view these two proposals, they're going to have
6 comparable fiber-optic -- comparable fiber-optic
7 investment. You're simply saying Cox was too expensive.
8 MR. RHODES:
9 I'll go further and, you know, say this. So I can
10 tell you my opinion because I didn't evaluate the
11 different projects very closely, but I have looked at
12 Cox's, and I have look at Smart+Connected so I can make a
13 comment on it. I do believe Cox did offer to provide
14 more fiber-optic cable.
15 However, Smart+Connected NOLA offered to provide
16 fiber-optic cable to the satisfaction of the selection
17 committee, right? Like, so Cox might have said, we'll do
18 100 miles and Smart+Connected might have said, we'll do
19 80 miles of fiber. And either was enough, right? So I
20 don't know if that helps in your understanding.
21 MR. MORRELL:
22 It doesn't. I think when we have the proposal in
23 front of us, we'll see who got cut out of that 30 miles
24 of that difference, but that's something for a later
25 date. You mentioned the --

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1 MR. MORRELL:
2 And we've established that during the course of
3 your employment at the city, you have at least on
4 numerous occasions sought investment in your private
5 company that is Verge Internet or Wireless or whatever
6 it's called.
7 MR. RHODES:
8 Correct.
9 MR. MORRELL:
10 And that, as director of the city's utility
11 department that includes internet, broadband, Wi-Fi, and
12 the like. That's a utility, as far as the mayor is
13 concerned, correct?
14 MR. RHODES:
15 Sure. Yes.
16 MR. MORRELL:
17 And you did not believe it necessary to disclose
18 that you had a partial ownership or shareholding with
19 another city employee, pursuant to Policy Memorandum 121,
20 because the company didn't have money yet?
21 MR. RHODES:
22 That's correct.
23 MR. MORRELL:
24 But while you are a city employee, you're actively
25 soliciting investment for said company.

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1 MR. RHODES:
2 I'm sorry. I think what I was trying to just make
3 clear is that if Cox was more expensive and investing in
4 more fiber, that may be true. They may have said we're
5 going to put in more fiber, but it doesn't mean that
6 Smart+Connected was deficient in their proposal or
7 anything.
8 MR. MORRELL:
9 And I appreciate that. You said there was a
10 selection committee on these proposals.
11 MR. RHODES:
12 Yes.
13 MR. MORRELL:
14 Who was on the selection committee?
15 MR. RHODES:
16 That would be Christopher Wolf; Kim LaGrue; the
17 CFO, Norm White; the CTO, Jonathan Wisby and Joshua Cox,
18 if I didn't say him.
19 MR. MORRELL:
20 Let me ask you a question about that. So going
21 back to my earlier question regarding pro bono work, you
22 are currently the director of the utilities department
23 with the mayor's office, right?
24 MR. RHODES:
25 Correct.

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1 MR. RHODES:
2 Those things were happening at the same time, yes.
3 MR. MORRELL:
4 So I guess you, kind of, see the problem right now,
5 which is the company's unfunded, not for lack of trying,
6 but until you get \$5 million of investment, you don't
7 perceive there's a conflict.
8 On one hand, you're actively soliciting investors
9 for seed money to fund this company -- that's an active
10 engagement to produce money into your company, but you
11 did not feel obligated to tell the City that as the head
12 of utilities that you had a company that falls directly
13 under the purview of where you regulate, that until they
14 got money you didn't have to disclose.
15 MR. RHODES:
16 Right. Well, as you know, we don't regulate
17 utilities over on the mayor's side.
18 MR. MORRELL:
19 I'm well aware. Which to your point, I'm glad you
20 acknowledged that. So you don't regulate utilities. How
21 involved has the city council been on this entire
22 solicitation process for this entire project?
23 MR. RHODES:
24 I don't know. I mean you could answer that better
25 than I could.

**STATE of DELAWARE
CERTIFICATE of INCORPORATION
A STOCK CORPORATION**

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:16 AM 08/13/2020
FILED 08:16 AM 08/13/2020
SR 20206722451 - File Number 3435368

FIRST - Name

The name of the Corporation is:
Verge Wireless Inc.

SECOND - Registered Agent

Its registered office in the State of Delaware is to be located at 8 The Green, Ste A, in the City of Dover County of Kent Zip Code 19901. The registered agent in charge thereof is A Registered Agent, Inc.

THIRD - Purpose

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH - Stock

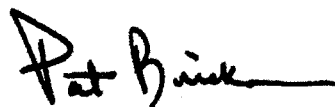
The amount of the total stock of this corporation is authorized to issue is 1,500 shares (number of authorized shares) with a par value of \$0.00 per share.

FIFTH - Incorporator

The name and mailing address of the incorporator are as follows:

A Registered Agent, Inc. - 8 The Green, Ste A, Dover, DE 19901

I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 13th day of August, A.D. 2020.

BY: 

A Registered Agent, Inc., Incorporator
Patrick Brickhouse, Assistant Secretary

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of
VERGE WIRELESS INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

The name of the corporation is Verge Internet Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 17th day of August, 2020.

By: /s/ Jonathan Rhodes

Authorized Officer

Title: Secretary

Name: Jonathan Rhodes

Print or Type

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME			TAX YR.
VERGE INTERNET INC.			2021
FILE NUMBER	INCORPORATION DATE	RENEWAL/REUOCATION DATE	
3435368	2020/08/13		
DOMICILE PLACE OF BUSINESS			
<div style="background-color: black; width: 100%; height: 1em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1em; margin-bottom: 2px;"></div>			
REGISTERED AGENT			AGENT NUMBER
A REGISTERED AGENT, INC.			9768720
8 THE GREEN, STE A			
DOVER DE 19901			
BEGIN DATE	AUTHORIZED STOCK END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES PAR VALUE/ SHARE
2020/08/13		COMMON	1,500 .0000000000
OFFICER	NAME	STREET/CITY/STATE/ZIP	TITLE
		THE CORPORATION HAS NO OFFICERS	
DIRECTORS	NAME	STREET/CITY/STATE/ZIP	
JONATHAN	RHODES	<div style="background-color: black; width: 100%; height: 1em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1em;"></div>	
<p><i>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</i></p>			
AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)		DATE	TITLE
JONATHAN RHODES		2021/12/16	DIRECTOR
<div style="background-color: black; width: 100%; height: 1em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 1em;"></div>			

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME VERGE INTERNET INC.			TAX YR. 2020
FILE NUMBER 3435368	INCORPORATION DATE 2020/08/13	RENEWAL/REVOCACTION DATE	
PRINCIPAL PLACE OF BUSINESS ██████████ ██████████			PHONE NUMBER ██████████
REGISTERED AGENT A REGISTERED AGENT, INC. 8 THE GREEN, STE A DOVER DE 19901			AGENT NUMBER 9768720
AUTHORIZED STOCK BEGIN DATE 2020/08/13	END DATE	DESIGNATION/ STOCK CLASS COMMON	NO. OF SHARES 1,500
			PAR VALUE/ SHARE .0000000000
OFFICER	NAME	STREET/CITY/STATE/ZIP THE CORPORATION HAS NO OFFICERS	TITLE
DIRECTORS	NAME	STREET/CITY/STATE/ZIP ██████████ ██████████	
<p>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</p>			
AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR) JONATHAN RHODES ██████████ ██████████		DATE 2021/02/15	TITLE DIRECTOR

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1 And why is it incorporated in the State of
2 Delaware?
3 MR. RHODES:
4 Well, you know, I'm, kind of, glad you asked, you
5 know, about this. This is -- and to get to the question
6 about Delaware. You know, Verge is a very exciting
7 project for us, right? This is a project that we
8 incorporated in, I think, August of 2020, when we are,
9 you know, looking at the world and seeing this crisis in
10 connectivity.
11 Two people who are very passionate about digital
12 equity and wondering, how can it be that 40 million
13 Americans do not have internet at home? I mean, how can
14 this be? We have the technology. We have the spectrum,
15 and we have the ability, specifically, Chris and myself,
16 to solve these problems, right? So for us, it was
17 really, like, two guys on a mission, right? How are we
18 going to solve these connectivity problems?
19 We feel that we can do this work and help cities,
20 you know, across the country. And we want to build this,
21 sort of, momentum toward internet for all. Part of the
22 problem is that the digital divide exists because too
23 many incumbent companies cannot -- you know, want to
24 preserve the status quo.
25 And so what Verge, kind of, was on a mission to do

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1 three clients, none of which are -- and, of course, for
2 confidentiality reasons, I cannot disclose.
3 You know, but what I can say about those three
4 clients is that none of those three clients have any
5 affiliation whatsoever with the City of New Orleans.
6 MS. MORENO:
7 All right. Let's stick with Verge. What about
8 Verge?
9 MR. RHODES:
10 But with Verge, the question was who has Verge
11 worked with or for? So to be honest with you, Verge has
12 not done much of any work, you know, however we define
13 that. The only -- the main activity that Verge has done,
14 and let me just put it in perspective.
15 Verge is a company incorporated into Delaware. It
16 has zero revenue, zero assets, zero employees, zero
17 compensation, zero salaries, zero assets, you know, it's
18 essentially -- this is a the wrong word, but it's
19 essentially like a shell, right? So a place to create a
20 company.
21 It's a, you know, doesn't have any assets like I
22 said. So what we've essentially been doing over the last
23 two years is building our knowledge base, building ideas
24 for Verge and how to promote digital equity around the
25 country, doing research, designing ideas for how cities

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1 is really disrupt that status quo and provide more
2 equitable services and make sure that all people in this
3 country could get access to the internet.
4 And to answer your question, why Delaware? Because
5 Delaware is a great state for start-up companies to
6 incorporate. Just the way that the registration works
7 and the filing is efficient and affordable, and,
8 typically, companies that want to form, you know, can
9 easily do it in Delaware.
10 MS. MORENO:
11 It's also a state known for its' loose policies on
12 shielding who owns certain companies, and they've been --
13 I'm sure you've read many, many major media stories
14 written on that, particularly in the last several years
15 so I'm sure you're aware of that. The companies that you
16 own, who have you done any type of work with either
17 yourself or your partners?
18 MR. RHODES:
19 So are you talking specifically about Verge?
20 MS. MORENO:
21 Or your law firm. Recently.
22 MR. RHODES:
23 Okay. Yeah. The law firm has not done any work
24 recently other than the three clients that I mentioned.
25 Much of that work is not recent. But other than those

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1 can become better connected, looking at, you know, the
2 market and trying to understand, you know, why does --
3 MS. MORENO:
4 And I appreciate you giving me the understanding of
5 what your vision is for the company, but my question is,
6 you know, who has Verge worked for or done consulting
7 for?
8 MR. RHODES:
9 So the only time Verge has done any consulting or
10 provided information was for an RFI, request for
11 information, out of the City of Los Angeles. And back at
12 that time, you know, we came across this RFI -- going
13 again, back to 2020. I think this is the end of 2020.
14 Cities across the country are trying to figure out how to
15 bridge the digital divide.
16 And I guess much like New Orleans, the City of Los
17 Angeles was putting out a request for information. How
18 do we solve this problem? And so at that time, you know,
19 I mentioned Chris and I are eager to help. We're eager
20 to, like, deliver our ideas to other cities.
21 And so, you know, we worked with, you know, or
22 provided information for Qualcomm, which was submitting
23 information to the City of Los Angeles for RFI.
24 MS. MORENO:
25 Explain to me once again. Qualcomm was one of the

Time to recover, reimagine, and rebuild: The Qualcomm team has developed a plan to help Los Angeles recover, reimagine and rebuild a truly equitable, sustainable and connected city. Our solutions help the city **recover** by providing urgent digital infrastructure resources to bridge the digital divide for residents across education, work, city services and health care. Our partnership will **reimagine** the future of connectivity in Los Angeles through a scalable solution, layered with smart city services, at a minimal cost with options to generate new revenue & become self-sustaining. Ultimately, we can **rebuild** a digitally inclusive city that ensures every community has the opportunity to learn, work and compete.

Industry Leaders, Passionate about Digital Equity: Our team of industry leaders is comprised of Qualcomm, Cambium Networks, Verge Internet, Comptek, Black & Veatch (collectively, the “Technical Members”), and JLC Infrastructure (“JLC” or the “Equity Member”). The Technical Members have a significant record of success implementing Wi-Fi connectivity solutions across the globe and across the United States from New York City to cities as close as San Diego, Sacramento, and San Jose. JLC, a 100% minority-owned and controlled investment management firm founded by Earvin (“Magic”) Johnson of Magic Johnson Enterprises and Jim Reynolds of Loop Capital, has successfully served as a developer and financier of landmark public-private partnership projects based in the United States.

Leveraging City Assets to Bring Smart Connectivity to All: Our solutions are designed to leverage the city’s existing streetlight network to deploy wireless broadband in a range of scenarios using newly available CBRS spectrum. Specifically, our 60 GHz cnWave fixed wireless networking infrastructure will serve as the core of our citywide wireless service. This technology provides for both outdoor Wi-Fi networks and indoor connectivity to provide secure, reliable, highspeed Internet citywide at a fraction of the cost of fiber. We also know that this citywide wireless network can form the foundation of innovative Smart City applications—such as smart efficient lighting and intelligent traffic management—that can improve city services, increase safety, reduce costs, and promote equitable economic development for all Angelinos.

Rapid Deployment of Secure, Reliable, Highspeed Wi-Fi: Traditionally, Internet services would rely on fiber for backhaul and last-mile connectivity, which is costly and time consuming to deploy. However, our solution utilizes wireless backhaul for a citywide network that enables ubiquitous internet connectivity to be deployed rapidly and at less cost. Using existing city assets such as streetlight poles and traffic signals we can provide highspeed public Wi-Fi in the outdoor setting, as well as in-unit connectivity to individual homes and businesses through point-to-point and point-to-multipoint solutions. Our wireless network can be designed for any variety of applications, from rural locations to dense urban neighborhoods, and from residential to enterprise level use cases. For Los Angeles, our solution is designed to rapidly deploy secure, reliable, highspeed connectivity to bridge the digital divide in the most vulnerable communities, and build a foundation for long-term equity, opportunity and innovation.

Bridging the Divide in Residential Communities: We have designed connectivity solutions specifically for residential neighborhoods like Boyle Heights, dominated by single-family homes and a comprehensive network of streetlights. Research shows that households in Latinx communities like Boyle Heights report only a 72 percent broadband adoption rate, leaving nearly 30 percent of residents without internet access. Fortunately, these residential blocks also host a network of streetlights that can create a point-to-multipoint network of access points that provides ubiquitous outdoor Wi-Fi and dedicated paths to homes through access nodes on individual buildings connected to an indoor router so that all families and students can benefit from highspeed internet connectivity. This solution was recently utilized in McAllen, Texas, where the city deployed 1,000 of our Cambium outdoor access points to reach their 21,000 public school students. Our solution easily scales from 1,000 to any number of access points needed to connect 80,000+ residents in an Eastside neighborhood like Boyle Heights.

Digital Equity for Vulnerable Communities: We have also designed solutions for more dense environments such as the Nickerson Gardens neighborhood of Watts with its low-rise apartment buildings, schools, outdoor spaces and community centers. Residents of Watts currently have only one incumbent broadband provider, and as a result too many people are unable to access and afford internet service. This digital disparity further exacerbates social, economic, political, health and environmental disparities. To build digital equity in Watts, our solution will efficiently serve the residential, commercial, and educational institutions by extending the network architecture from streetlight poles to rooftops. For example, to serve multi-dwelling mid-rise buildings in Nickerson Gardens our distribution node can be placed on a rooftop to feed broadband to the building, while additional access points will be distributed in the common hallways to provide broadband access to the adjacent apartments and be directly accessible for maintenance without inconveniencing residents. Schools can be provided broadband in a rooftop deployment similar to multi-dwelling buildings but will be fed with higher data rates to allow for digital learning inside the classroom, and outdoor Wi-Fi to provide community access.

Innovation and Opportunity on our Commercial Corridors: We will also bring connectivity to commercial corridors like S. Central Avenue in South Los Angeles. This historic corridor is composed of small independent businesses and poised for further growth. Our solution brings infrastructure to support existing businesses and incentivize more community-serving businesses to locate in the area. Our solution will deploy dedicated paths to individual buildings for indoor coverage and provide outdoor coverage by blanketing the street and pedestrian boulevards with outdoor Wi-Fi. Using a representative block in South Los Angeles, the following system can be easily scaled to provide Wi-Fi coverage across the desired area. The S. Central Avenue corridor is just one of many corridors that will benefit from our solution, serving as anchors for innovation, opportunity and the growth of new industries across Los Angeles.

Advancing Digital Inclusion: Digital equity requires more than simply deploying a wireless network. Our solution will engage the community in an authentic and meaningful way to identify needs, design projects, and make decisions. In doing so, we will focus on addressing the challenges facing communities of color, the elderly, and people with disabilities to advance projects that have measurable benefits and build metrics of success collaboratively within the community. Through the process, we will make data freely available and accessible to the public so that the community can understand and evaluate our decisions and design solutions of their own. Our team seeks to be effective partners with academia, non-profit organizations, other agencies, and private sector companies to leverage resources toward improved outcomes.

A Wireless Fabric – Expeditiously and Economically Addressing the Digital Divide: In summary, think about these wireless network solutions as an interconnected mesh, effectively creating a wireless fabric that will blanket the digital divide. Our wireless broadband network will be anchored to the city's fiber network, using point-to-point links to connect indoor facilities and access points on streetlights to provide ubiquitous outdoor Wi-Fi. The architecture is agile and will elegantly scale from a single block to an entire community—to the entire city. It does not matter if that block or that neighborhood is comprised of single-family homes, multi-tenant mid-rise buildings, commercial, institutional, industrial or a combination of all; the residents and businesses will have broadband access under our solutions. The ability to leverage the city's invaluable fiber network and the extensive street light network is critical to the success of the mission. However, equally important is the ability to rapidly extend connectivity in an economically sensible way, and to incorporate digital inclusion tools that will ensure access, adoption and proper application of connectivity resources. Our solution is designed to achieve these goals, and we are eager to help the people of Los Angeles recover, reimagine and rebuild a connected city.

Transcript of Proceedings
April 27, 2022

Page 102

1 winning or was part of Connect+ -- wait. What is it?
2 MR. RHODES:
3 Smart+Connected NOLA.
4 MS. MORENO:
5 Smart+Connected NOLA. Thank you. Was, of course,
6 one of the companies in that. So you're saying that you
7 had done consulting for them. What year did you do
8 consulting?
9 MR. RHODES:
10 So I would not say I did consulting for them.
11 MS. MORENO:
12 What would you call it?
13 MR. RHODES:
14 I would call it we provided information about
15 public Wi-Fi solutions in specific areas of the City of
16 Los Angeles in order to respond --
17 MS. MORENO:
18 Did they seek you out for those. or did you go to
19 them?
20 MR. RHODES:
21 I believe -- you know, I was thinking about this,
22 and I can't recall exactly, but I would be comfortable
23 saying that we offered to provide assistance to them.
24 MS. MORENO:
25 So someone who had been looking to get a contract

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1 So you were expecting nothing in return for
2 providing this information?
3 MR. RHODES:
4 And, you know, I think in response to your question
5 I said I'm familiar with that concept, but I'm also
6 familiar with the fact that pro bono service is a real
7 thing that I take seriously, and I've done hundreds and
8 hundreds of hours of previously and currently.
9 MS. MORENO:
10 Yeah. So when you formed your company in Delaware,
11 did you form it as a non-profit or as a corporation?
12 MR. RHODES:
13 Corporation.
14 MS. MORENO:
15 And aren't corporations formed to make money?
16 MR. RHODES:
17 Sure.
18 MS. MORENO:
19 They're formed to make money. And if you were
20 going to provide these pro bono services, why not form a
21 pro bono corporation here in New Orleans?
22 MR. RHODES:
23 Well, the intent of Verge is not necessarily to
24 only provide pro bono service. But, you know, like I
25 said --

Page 103

1 in New Orleans, you offered to provide them assistance in
2 other work that they were doing?
3 MR. RHODES:
4 Yes. And, again, let me just be clear to say that
5 we offered to provide assistance for no compensation
6 whatsoever or no expectation of compensation. In our
7 position, it was an opportunity to provide technical
8 information and expertise for the City of Los Angeles.
9 In addition to that, my understanding of that
10 project was that it was an RFI. Meaning that there was
11 no, you know, "deal" at the end of that submission of
12 information. You know, our understanding was that they,
13 Qualcomm, like us was trying to provide information about
14 solutions to Los Angeles, but there was no sort of -- it
15 wasn't a RFP where there's an award or a contract or any
16 compensation as a result.
17 The City of LA would take the information, and it
18 would educate them as to what they could do as a city to
19 solve their problems.
20 MS. MORENO:
21 Remember how earlier you and I talked about how
22 really there's no free lunch?
23 MR. RHODES:
24 Sure.
25 MS. MORENO:

Page 105

1 MS. MORENO:
2 So down the road, you hoped to make money? But
3 this was just a free service that you provided at
4 Qualcomm?
5 MR. RHODES:
6 At some point in the future, it was envisioned that
7 Verge could be a sustainable company, of course.
8 MS. MORENO:
9 And one that can maybe work with Qualcomm?
10 MR. RHODES:
11 I wouldn't say that. You know, we don't -- no. I
12 wouldn't say that.
13 MS. MORENO:
14 Okay.
15 MR. RHODES:
16 What I would say is that, you know, we understand
17 -- and you mentioned this too, right? We take the same
18 ethics courses every year, right, as public employees.
19 And so I understand not only do I take those ethics
20 courses as a public employee to look at the Louisiana,
21 you know, Governmental Code of Ethics. I take additional
22 ethics as an attorney.
23 So, this is something that, you know, I take
24 seriously. So with that information, there's no way that
25 we would do any work, while working at the City, clearly

27 (Pages 102 to 105)

**CITY OF NEW ORLEANS
FINANCIAL DISCLOSURE FORM**

Reference: Ordinance Number 23544 M.C.S.
City Code: Chapter 2, Section 2-691 to 2-692
(See Ordinance for definitions and who should file)

SECTION 2-692: CONTENTS OF FINANCIAL STATEMENT

(a) The financial statement required by this Section shall be filed on a form prescribed by the City Attorney of the City of New Orleans and shall include the following information for the preceding calendar year:

(1) The full name and residence address of the individual who is required to file:

Your Name and Title: Jonathan M. Rhodes
Name of Office Held: Director, Mayor's Office of Utilities
Home Address: New Orleans LA [REDACTED]
(City) (State) (Zip Code)

(2) The full name of the individual's spouse, if any, and the spouse's occupation and principal business address:

Spouse's Name: [REDACTED]
Occupation/Employer: [REDACTED]
Principal Business Address: New Orleans LA [REDACTED]
(City) (State) (Zip Code)

* * *

Note: For the following, when an amount is required to be disclosed, it shall be sufficient to report the amount by category of value. The categories shall be: (a) Category I: less than \$5,000.00; (b) Category II: \$5,000.00 – \$24,999.00; (c) Category III: \$25,000.00 – \$49,999.00; (d) Category IV: \$50,000.00 – \$99,999.00; (e) Category V: \$100,000.00 – \$199,999.00; (f) Category VI: \$200,000.00 or more. Amounts required to be disclosed shall be valued at actual or fair market value, whichever is greater.

* * *

(3) The name, address and nature of association with and the amount of interest in each business¹ in which the individual or spouse is a director, officer, owner, partner, member, or trustee, or in which the individual or spouse, either individually or collectively, holds an interest worth in excess of ten percent:

BUSINESS NAME & ADDRESS	NATURE OF ASSOCIATION	AMOUNT OF INTEREST
<u>The Rhodes Law Firm LLC, New Orleans</u>	<u>Member/Manager</u>	<u>[REDACTED]</u>
<u>Restore NOI A Properties LLC, New Orleans</u>	<u>Member/Manager</u>	<u>[REDACTED]</u>
<u>Wonderland LLC, New Orleans</u>	<u>Member/Manager</u>	<u>[REDACTED]</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(Please use additional pages if necessary.)

¹ "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, business, organization, self-employed individual, holding company, trust, or any other legal entity or person

- (4) The name, address, type and amount of each source of income,² in excess of one thousand dollars, received by the individual or spouse, and the nature of the services rendered therefore, if any. For income derived from mental health, medical health, or legal services rendered, the individual need only show the amount of the income and not the identity of any individual patient or client.

YOURSELF

SALARY: IV

Paid By: City of New Orleans

For: Director, Mayor's Office of Utilities

BONUSES AND COMMISSIONS: _____

Paid By: _____

For: _____

RENTS AND ROYALTIES: _____

Paid By: _____

For: _____

OTHER INCOME: The Rhodes Law Firm, LLC

Description: I

Paid By: The Rhodes Law Firm

For: Ownership Income

(Please use additional pages if necessary.)

SPOUSE

SALARY: [REDACTED]

Paid By: [REDACTED]

For: [REDACTED]

BONUSES AND COMMISSIONS: _____

Paid By: _____

For: _____

RENTS AND ROYALTIES: _____

Paid By: _____

For: _____

OTHER INCOME: _____

Description: _____

Paid By: _____

For: _____

(Please use additional pages if necessary.)

² "Income" means any income from whatever source derived, including but not limited to the following items: compensation for services, including fees, salaries, commission, and similar items; income derived from business; gains derived from dealings in property; interest; rents; royalties; dividends; annuities; proceeds from life insurance and endowment contracts; pensions; income from discharge of indebtedness; distributive share of partnership income; and income from an interest in an estate or trust.

- (5) A brief description, location and address of each parcel of real property, the fair market value of which exceeds two thousand dollars, in which the individual or spouse, either individually or collectively, has an interest.

DESCRIPTION	LOCATION	ADDRESS
Residence		
Investment		

(Please use additional pages if necessary.)

- (6) A brief description, amount, and date of any purchase, sale, exchange, donation, gift, or other acquisition or disposition, in excess of one thousand dollars, of any real property, and of any stocks, bonds, commodities futures, or other forms of securities, including but not limited to, any option to acquire and/or dispose of any stocks, bonds, commodities futures, other forms of securities, negotiable instruments, movable or immovable property, or any other interest.

DESCRIPTION	DATE	AMOUNT

(Please use additional pages if necessary.)

- (7) The name, address, and amount of liability owed to any creditor by the individual or spouse which exceeds ten thousand dollars, excluding any loan secured by a personal motor vehicle, household furniture, or appliances, if such loans do not exceed the purchase of the item which secures it.

NAME	ADDRESS	AMOUNT
Iberia Bank	New Orleans	
JP Morgan Bank	New York	

(Please use additional pages if necessary.)

**CITY OF NEW ORLEANS
FINANCIAL DISCLOSURE FORM**

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF ORLEANS**

BEFORE ME, AARON D. E. GREEN, the undersigned authority, duly commissioned and qualified in the aforementioned Parish and State, therein residing, personally came and appeared:

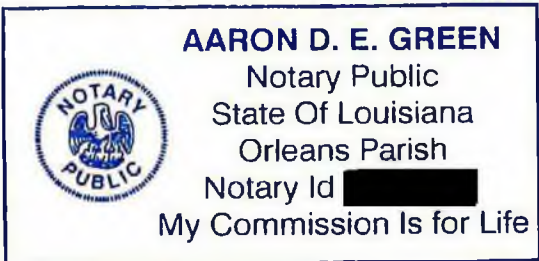
Jonathan M. Rhodes

who is to me known to be the person represented, and who, after being duly sworn, did acknowledge to me that the information contained within the Financial Disclosure Form, attached hereto, has been prepared by him/her and is true and correct to the best of his/her knowledge, information and belief.



Sworn to and Subscribed before me,
this 14TH day of MAY, 2021.


NOTARY PUBLIC LSBA # [REDACTED]



**CITY OF NEW ORLEANS
FINANCIAL DISCLOSURE FORM**

Reference: Ordinance Number 23544 M.C.S.
City Code: Chapter 2, Section 2-691 to 2-692
(See Ordinance for definitions and who should file)

SECTION 2-692: CONTENTS OF FINANCIAL STATEMENT

(a) The financial statement required by this Section shall be filed on a form prescribed by the City Attorney of the City of New Orleans and shall include the following information for the preceding calendar year:

(1) The full name and residence address of the individual who is required to file:

Your Name and Title: Jonathan Rhodes, Director
Name of Office Held: Mayor's Office of Utilities
Home Address: New Orleans LA [REDACTED]
(City) (State) (Zip Code)

(2) The full name of the individual's spouse, if any, and the spouse's occupation and principal business address:

Spouse's Name: [REDACTED]
Occupation/Employer: [REDACTED]
Principal Business Address: New Orleans LA [REDACTED]
(City) (State) (Zip Code)

* * *

Note: For the following, when an amount is required to be disclosed, it shall be sufficient to report the amount by category of value. The categories shall be: (a) Category I: less than \$5,000.00; (b) Category II: \$5,000.00 – \$24,999.00; (c) Category III: \$25,000.00 – \$49,999.00; (d) Category IV: \$50,000.00 – \$99,999.00; (e) Category V: \$100,000.00 – \$199,999.00; (f) Category VI: \$200,000.00 or more. Amounts required to be disclosed shall be valued at actual or fair market value, whichever is greater.

* * *

(3) The name, address and nature of association with and the amount of interest in each business¹ in which the individual or spouse is a director, officer, owner, partner, member, or trustee, or in which the individual or spouse, either individually or collectively, holds an interest worth in excess of ten percent:

BUSINESS NAME & ADDRESS	NATURE OF ASSOCIATION	AMOUNT OF INTEREST
Wonderland, New Orleans	Owner	33%
The Rhodes Law Firm, New Orleans	Owner	100%
Verge Internet, Inc., DE	Owner	50%

(Please use additional pages if necessary.)

¹ "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, business, organization, self-employed individual, holding company, trust, or any other legal entity or person.

- (4) The name, address, type and amount of each source of income,² in excess of one thousand dollars, received by the individual or spouse, and the nature of the services rendered therefore, if any. For income derived from mental health, medical health, or legal services rendered, the individual need only show the amount of the income and not the identity of any individual patient or client.

YOURSELF

SALARY: IV
Paid By: City of New Orleans
For: Director, Mayor's Office of Utilities

BONUSES AND COMMISSIONS: _____
Paid By: _____
For: _____

RENTS AND ROYALTIES: _____
Paid By: _____
For: _____

OTHER INCOME: I - IV
Description: Legal Services
Paid By: The Rhodes Law Firm
For: Legal Services

(Please use additional pages if necessary.)

SPOUSE

SALARY: [REDACTED]
Paid By: [REDACTED]
For: [REDACTED]

BONUSES AND COMMISSIONS: _____
Paid By: _____
For: _____

RENTS AND ROYALTIES: _____
Paid By: _____
For: _____

OTHER INCOME: _____
Description: _____
Paid By: _____
For: _____

(Please use additional pages if necessary.)

² "Income" means any income from whatever source derived, including but not limited to the following items: compensation for services, including fees, salaries, commission, and similar items; income derived from business; gains derived from dealings in property; interest; rents; royalties; dividends; annuities; proceeds from life insurance and endowment contracts; pensions; income from discharge of indebtedness; distributive share of partnership income; and income from an interest in an estate or trust.

- (5) A brief description, location and address of each parcel of real property, the fair market value of which exceeds two thousand dollars, in which the individual or spouse, either individually or collectively, has an interest.

DESCRIPTION	LOCATION	ADDRESS
Residence		
Residence		

(Please use additional pages if necessary.)

- (6) A brief description, amount, and date of any purchase, sale, exchange, donation, gift, or other acquisition or disposition, in excess of one thousand dollars, of any real property, and of any stocks, bonds, commodities futures, or other forms of securities, including but not limited to, any option to acquire and/or dispose of any stocks, bonds, commodities futures, other forms of securities, negotiable instruments, movable or immovable property, or any other interest.

DESCRIPTION	DATE	AMOUNT
Stocks	2021	
Cryptocurrency	2021	

(Please use additional pages if necessary.)

- (7) The name, address, and amount of liability owed to any creditor by the individual or spouse which exceeds ten thousand dollars, excluding any loan secured by a personal motor vehicle, household furniture, or appliances, if such loans do not exceed the purchase of the item which secures it.

NAME	ADDRESS	AMOUNT
First Horizon	New Orleans	
US Small Business Administration	Washington, DC	

(Please use additional pages if necessary.)

**CITY OF NEW ORLEANS
FINANCIAL DISCLOSURE FORM**

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF ORLEANS**

BEFORE ME, AARON D.E. GREEN, the undersigned authority, duly commissioned and qualified in the aforementioned Parish and State, therein residing, personally came and appeared:


Jonathan Rhodes

who is to me known to be the person represented, and who, after being duly sworn, did acknowledge to me that the information contained within the Financial Disclosure Form, attached hereto, has been prepared by him/her and is true and correct to the best of his/her knowledge, information and belief.

[Signature]

Sworn to and Subscribed before me,
this 12th day of May, 2022.

Aaron D.E. Green
NOTARY PUBLIC
LSBA [REDACTED]

 **AARON D. E. GREEN**
Notary Public
State Of Louisiana
Orleans Parish
Notary Id # [REDACTED]
My Commission Is for Life

MEMORANDUM OF INTERVIEW

On April 5, 2023, Christopher Wolff, Network Technical Specialist, City of New Orleans, Innovation, Technology and Information Department (ITI) was interviewed by Investigators Damon Rodriguez and Troy Chenevert, of the City of New Orleans Office of Inspector General (OIG). Present for the interview was Wolff's counsel, Michel Kennedy. The interview was conducted at the Law Office of Michael Kennedy located at 4000 Bienville St., Suite C, New Orleans, LA. Wolff and his counsel were advised of the identities of Rodriguez and Chenevert. Prior to the interview being conducted, Chenevert provided Kennedy and Wolff an OIG Administrative Investigation Form 1120 which advises:

"It is your legal duty to cooperate with the Office of Inspector General during this Administrative Investigation. Anything you say cannot be used against you in any Criminal proceedings. Anything you say can only be used in Administrative proceedings."

Kennedy and Wolff read the form and Wolff signed it prior to beginning this interview. Wolff provided the following information:

Wolff said he completed his Bachelor's Degree from Loyola University, New Orleans, in 1993 in Political Science. He wanted to be a lawyer and attended law school, but dropped out before completing his studies to pursue work in the IT field. From 1995 through 2015, he worked at three internet companies he owned, but suffered a stroke and wanted to slow down some. He began his employment for the City of New Orleans on October 14, 2016, in the ITI Department. His duties include designing networks and keeping those networks operational. He said he would fix chronic issues that arose, such as WiFi problems and was considered a senior level worker in the ITI Department.

Wolff recalled the Smart Cities project and said his job was to check the technical requirements for the project during the pre-Request for Proposal (RFP) period and to hold the selected vendor accountable post RFP. To his knowledge, George Burciaga was no longer employed with the City of New Orleans (City) as a consultant. Wolff opined it was hard for him to know exactly what Burciaga's role was in the process. He did not recall meeting Burciaga until the Smart City discussions arose. He recalled Burciaga was preparing to install WiFi with Mesh ++ in the Hoffmann Triangle neighborhood of New Orleans. (OIG Note: Mesh++ is a developer of solar-powered wireless communication technologies designed to provide WiFi to public spaces and remote areas using solar-powered routers.) He noted Burciaga was using indoor hardware for outside use in the trial and Wolff told Burciaga that it would not work in a wet city like New Orleans. He was told to go on scene by Richard Couget, his ITI immediate supervisor, to observe the install and see if the system would work. This was his first time Wolff was involved in this process and thought that it was Burciaga's first time in dealing with this WiFi technology. Wolff was left with the impression Burciaga did not understand the technology being used in the Hoffmann Triangle neighborhood. Wolff said he participated in weekly phone calls along with Jonathan Rhodes, Burciaga, City Chief Information Officer Kim LaGrue, and Erin Spears, who represented the Council Utility Regulatory Office (CURO). (OIG Note: Wolff asked the interviewers to return later to this portion of the interview because he said it was an emotional issue for him.)

Wolff was shown an email dated September 1, 2020, from Burciaga. Wolff said the email was a representation of the weekly calls previously referenced with Burciaga. He was then shown an e-mail

with dates of September 5, 2020, and September 9, 2020, by Investigator Chenevert. He again identified them as typical weekly meeting calls and notes. He was shown an email dated September 20, 2020, and commented the email was to Ashok Tipirneni of Qualcomm. Wolff was asked about a January 5, 2021, scheduled meeting with Ignite Cites, Qualcomm, JLC, and City personnel regarding the Smart City project. He participated on the call and noted one thing in particular from that meeting. It was stated that JLC would be putting up around seventy-five million dollars through Jim Reynolds, who was a Black Entrepreneur of the Year. Reynolds stated the project had best work for all of his work being invested in the project. Wolff did not recall any procurement discussions related to the project during the meeting or anything being stated that the project would need procurement. (OIG Note: His attorney injected and said that it had been two years since the issue arose.) Wolff agreed and said he was recalling as best he could from that time. He did recall that Julian Meyer debated if a one-year extended CEA was appropriate. He did not recall anything of substance discussed about the procurement process by the City.

Wolff said he recalled sending an email with what he described as “fire and brimstone” in which he voiced concerns on the project’s viability. He had never heard of Smart+Connected NOLA until their proposal was submitted. He also indicated being told multiple times that Burciaga would not receive any compensation from other City projects including MoCaFi, Mesh ++ or the Smart City initiative. (OIG Note: MoCaFi is a financial services platform which consists of prepaid MasterCard, FDIC insured bank account, money management app, credit building bill pay, and personal wealth coaching for the 110 million Americans dealing with economic hardships and no clear path to a better circumstance.) He said Burciaga presented himself as wealthy but that he was not being compensated for his services. Wolff said he would be surprised if Burciaga had an agreement with Qualcomm. Wolff said it would be a very big surprise to him if Burciaga had an agreement and had no knowledge if he did have an agreement. Burciaga told Wolff he was working pro bono on the project.

Wolff recalled a phone call in which Andy Kim, JLC, said that “Burciaga had a financial relationship with JLC”. Present on the call were Kim, Rhodes, and himself. Wolff said they could not run fast enough to procurement to inform Meyer what they had learned. Wolff said his initial thought was frustration and “holy shit.”

Wolff said he was never under any pressure to get a procurement completed for the project. He was not favor of any one vendor and worked for the City and wanted the best vendor on the project. He said the process was not pre-ordained. Wolff said the only time he yielded was when Josh Cox, former Senior Advisor and Director of Strategic Initiatives, said they wanted to get the project to the finish line. He felt this comment was not due to any pressure from a vendor or to pick a vendor. Wolff said there was “no pressure to a particular choice.”

Wolff said the RFP process did not have much coordination and that there was no consultation on the scoring piece of the project. He said they did not talk for three months prior to the scoring. He did not talk to LaGrue, which was unusual. This was his first time going through the process so he did not know if this was normal or not. Wolff said Rhodes did not try to push him to approve Smart Cities.

Wolff was shown a document from 2021 which was a Qualcomm/Request for Information (RFI) Document related to a request from the City of Los Angeles. Wolff did not prepare the document and was unsure who specifically put the document together. However, he noted it sounded like verbiage used by Burciaga. He stated the term “Team” in the document meant, Qualcomm, Cambium, and Burciaga. He said it was probably a collaboration but thought Cambium would have been the driving

force on this based on the equipment listed in the RFI was Cambium's. Wolff was unsure if Rhodes had any part in the Los Angeles project. He recalled he and Burciaga had discussed Verge Internet and that Rhodes had mentioned JLC, but that no promises, inducements, or quid pro quos were provided in any of his discussions.

Wolff said Burciaga asked him if he would like to coordinate with these people, Qualcomm and Cambium. Wolff said it was like "herding rats." Wolff said he did not have any consulting arrangements with Qualcomm, Black and Veatch, Cambium or others. No contracts or arrangements were made with himself or any of those companies.

Wolff was asked about the Conflict-of-Interest Disclosure form he was required to complete by the City. He was shown a copy of the one he signed related to his participation with the Smart City project. Wolff stated he answered the questions truthfully and that his impartiality was not affected at all in regards to his scoring of submitted RFIs for Smart City. He recalled a conversation with Burciaga related to a project in Miami and Harlem in which Burciaga said he was trying to become involved in the projects in those locations. Wolff said it was simply conversation and that was the end of the matter.

Wolff was asked why he deleted some tweets related to Verge Internet. He felt the tweets created confusion and that the web site was a trial set up. He was not attempting to hide or obstruct anything. He did not testify before the City Council but did talk to their investigators. He said he barely recalled what he told them in his interview.

Wolff was asked to return to the portion of the interview that was an emotional issue for him. Wolff contends that Erin Spears must not have been truthful with her recollection of her involvement initially with the project. He recalled the New Orleans City Council questioning of Rhodes. Councilwoman Helena Moreno said during the questioning of Rhodes that the team on the project did not keep the City Council involved. He said it still upsets him because Spears represented the City Council in the Smart City project. He said Spears was on many of the weekly calls and actively spoke during the calls. According to Wolff, Spears behaved like a project manager based on her involvement. Wolff said Spears ran the CURO and that based on her position, he thought she had a role in the Smart City project's development. Wolff said he did not think Spears had an interest in the matter for or against. Wolff expressed "surprise" that neither CURO nor Spears had not been mentioned during the City Council investigation.

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

JULIEN MEYER
CHIEF PROCUREMENT OFFICER

CITY OF NEW ORLEANS CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT FOR MEMBERS OF PROFESSIONAL SERVICES SELECTION COMMITTEE

To: Selection Committee Member: _____

From: **Julien Meyer – Chief Procurement Officer**

Project: RFP No. 1193 - Advanced Broadband and Smart City Systems

Selection Committee Meeting Date: June 29, 2021

Thank you for agreeing to participate as a Selection Committee member for the subject solicitation. The purpose of the Selection Committee is to review and provide an independent, objective evaluation of submittals to the solicitation. The evaluation process is time-consuming and difficult work. Our staff recognizes the commitment by you to be involved in the process and we appreciate your participation. We value your judgment, professionalism and integrity. You make this process better by recognizing its importance to the City of New Orleans and the citizens it serves. The Bureau of Purchasing reserves the right to ask any additional questions related to any relationships identified in the responses below.

Please complete below:

I have worked for or been employed by any respondents, including any identified sub-contractors, to this solicitation. (If yes, please disclose dates of employment and name of respondent)
I have not

I do have any financial or substantial economic interest in this solicitation or a contractual or financial relationship with any of the respondent(s), including any identified sub-contractors, to this solicitation. (If yes, please disclose nature of relationship)
I do not

I do have any familial or business relationships with any of the respondents, including any identified sub-contractors, to this solicitation which would affect my impartiality in providing a fair, unbiased evaluation. (If yes, please disclose the nature of relationship)
I do not

Signature & Date Christopher Wolff 6/24/2021



MEMORANDUM OF INTERVIEW

On October 26, 2022, Julien Meyer, Chief Procurement Officer, City of New Orleans, was interviewed by Investigators Damon Rodriguez and Troy Chenevert, of the City of New Orleans Office of Inspector General (OIG) at his place of employment, 1300 Perdido St., Suite 4W07, New Orleans, LA. After being advised of the official identities of Chenevert and Rodriguez, Meyer voluntarily provided the following information:

Meyer has been employed at the City of New Orleans (City) for ten years. He has been in his current position since 2018 and began his employment in 2012 as a Procurement Attorney for the City of New Orleans within the City Attorney's Office.

Meyer was shown a document entitled Executive Order LC 20-01. Meyer confirmed its issuance by the Mayor. Meyer was also shown a letter dated April 21, 2021 concerning the Smart City Project and bearing Meyer's signature. He was asked if the letter was dated incorrectly and should have read 2022, rather than 2021. Meyer acknowledged the mistake in the date and replied that correct year was 2022.

Meyer looked at the document and the highlighted area and recalled he was asked to attend a meeting on April 18, 2022 in which Clifton Davis, Joshua Cox, and Jonathan Rhodes were present. He said the three of them had regular meetings related to the Smart City Project but that this was the first one Meyer attended related to this particular Request for Proposal (RFP). Meyer learned at this meeting that George Burciaga had a financial interest in the Smart+Connected NOLA consortium, the entity to whom the Smart City Systems contract was awarded. Meyer said this became an issue to him because it effected the purity of the contracting process for this RFP. (OIG Note: This RFP is entitled "Advanced Broadband and Smart City Systems, RFP No. 1193, release date 4/16/2021.") Meyer said he did not know of this issue until the meeting. This discovery was critical information which began to change his mindset regarding the RFP process. Meyer was aware of this allegation concerning George Burciaga's financial interest since it was a high-profile issue raised by Cox Communications in their formal protest. (OIG Note: Cox alleged that Smart +Connected NOLA consortium violated LA Public Works Act and the LA Code of Governmental Ethics by having a city consultant, Ignite Cities, assist with drafting the RFP and partnering with the winning entity. George Burciaga owns Ignite Cities.) Meyer believed Rhodes raised the issue because of the protest filed by Cox. Meyer said this was the first time in the four years since he had been in charge of procurement that something like this had happened.

Meyer was shown a document marked Attachment C, City of New Orleans Affidavit of Conflict-of-Interest Disclosure. This was one of the attachments to Meyer's April 21 letter discussed above. He was asked if the City required all parties involved in an RFP to sign stating that they had no conflicts of interest in a project. Meyer said it was the typical practice to have the leader of the consortium sign the affidavit for the group and of course it must be truthful. In this situation, not all of the involved entities signed an affidavit. Meyer contends that Andrew Kim, as the signatory on the affidavit, may or may not have known that a conflict was present.

Meyer said that at the April 18, 2022 meeting he questioned if the contract was properly awarded to Smart+Connected NOLA. He said he is responsible for the awarding of contracts and hearing

protests that may arise, but the Mayor signs all contracts for the City. He explained that a sponsoring department within the City would contact his department for assistance in the contracting process. In this instance, the IT Department was that party requesting bids. The IT Department would have sent the supportive documents to further the process and an RFP would be generated together with the IT Department and his staff. The staff entered the requisition into BRASS. (OIG Note: BRASS is the City's Procurement and Finance System.) A sourcing event is created in BRASS and the supply portal published the documents. Meyer said his staff would allow thirty days after the release date in BRASS for responses to be received to the RFP. Meyer said that in the instance of big contracts, granting of extensions, as occurred with this RFP, were not uncommon to address questions that may arise.

Meyer said in order to award a contract through an RFP, an executive meeting would be held to complete the selection process. He added the selection committee would allow two weeks after all the contractors who met the criteria of the committee were selected to schedule a meeting. He said that if an RFP submitted was not responsive to the specific areas identified in the RFP, the City would allow the bidder a two-day appeal process before the proposal was "bounced out" of consideration by the selection committee. That period was also granted to also ensure the City did not make an error in its review of the submitted RFP. All proposals, evaluation scoring sheets, and conflict of interest statements were sent to the committee for further consideration of awarding of the contract.

Chenevert instructed Meyer read the second paragraph of a document labeled, "Qualcomm/RFI Narrative 2021." The paragraph contains the following statement: "Our team of industry leaders is comprised of Qualcomm, Cambium Networks, Verge Internet, Comptek, Black&Veatch (collectively the "Technical Members"), and JLC Infrastructure ("JLC" or the "Equity Member"). (OIG note: This two-page narrative document was reportedly drafted by City IT employee Christopher Wolff for Qualcomm's submission to the City of Los Angeles). Meyer was not aware of Wolff's ownership interest in Verge Internet, one of the team members listed in the Narrative he read. (OIG Note: Wolff and Rhodes are 50/50 partners in the Delaware Corporation, Verge Internet). Meyer said Wolff should have indicated these connections on the "City of New Orleans, Conflict of Interest Affidavit for Professional Services Selection Committee" that he signed on June 24, 2022 in relation to his participation on the selection committee. Meyer said he was unaware of Wolff's relationships and connections with Verge Internet and some of the Smart+Connected NOLA contractors. Meyer added, irrespective if any money was involved or not, these connections would have disqualified him from participating as a member on the selection committee.

In the past, if a possible conflict of interest was raised by a potential member of the selection committee, a meeting would be scheduled and the possible conflict discussed. Sometimes it may or may not have been a true conflict, but generally, if it were thought to be a real conflict or the appearance of a possible conflict, that person was disqualified and another member selected to participate in the RFP selection process. Meyer advised no such meeting occurred in relation to Wolff. Meyer advised the Verge Internet ownership interest by Wolff could give a perception that the process for selecting a contractor was not objective. The scoring system totals could have been tainted by someone with unknown conflicts participating on the committee. Myers noted the conflicted person could possibly influence others, in good or bad ways, during the deliberation process.

For additional clarity, Meyers was asked name the persons who attended the April 18, 2022 meeting. Meyer responded that Davis, Cox, Rhodes, and himself were present. They informed him of the Burciaga problem described above. It was April 21, 2022, when he authored the letter discussed in paragraph three above questioning the process and requesting an answer to his concern if Ignite Cities

has a business relationship with any member of Smart+Connected NOLA. He said Smart+Connected NOLA, who was the winning contractor, ultimately withdrew from the project. Meyer stated, "The process couldn't go forward with what he learned in the April 18, 2022 meeting." He said he did not want any "hiccups" administratively with the City as a normal course of business. As a result of what he learned, the "process was tainted" and could not proceed further.

Meyer was shown a Memorandum of Understanding (MOU) agreement between Ignite Cities and the City with an effective date of April 17, 2019. The document was signed by Burciaga and Mayor LaToya Cantrell. Meyer said he had not seen the document before today. (OIG Note: The document being shown is the MOU between Ignite Cities and the City detailing the pro bono consulting and advisory services provided by Ignite Cities to the City). Meyer was shown another document entitled, "Qualcomm, JLC Infrastructure and Ignite collaborate to enable key segments with Smart Cities Solutions" with the notation "Exhibit J-1" on the bottom right corner. (OIG Note: This document appears in the Cox Communications Protest of Award, dated July 28, 2021). Meyer recalled this exhibit document from the Cox Communication protest of the award to Smart+Connected NOLA.

Meyer explained that Electronic Contracting Management System (ECMS) was the old system that was replaced by BRASS in July 2019 and was used to store contracts for the City. He said there was a transition period whereby all active City contracts were transferred from ECMS to BRASS. All closed contracts were not transitioned over to BRASS. He searched BRASS and the City Attorney's Office and could not find any documents indicating a contract existed, including the April 2019 MOU between the City and Ignite Cities. Meyer conducted his own due diligence in an effort to see if any documents existed to prove a consulting agreement was in place with the City and Ignite Cities. This would either affirm or deny the Cox Protest allegation that a conflict of interest existed regarding Ignite Cities. Meyer was unable to find any executed document relating to this allegation in his search. Prior to the April 18, 2022 meeting, during which Meyers learned that George Burciaga had a financial interest in the Smart +Connected NOLA, he could not find "any fire from the smoke" confirming claims in the Cox Communications protest.

Meyer said that communications prior to an RFP being released are only done by the sponsoring department in an attempt to attract quality entities to submit bids. After the RFP is released, there is a Cone of Silence that limits communications with potential bidders and City personnel connected with the request. Meyer was shown some emails from Rhodes to Burciaga dated April 12 and 16, 2021. He had no issues with the emails and their contents since this was before the RFP was published.

Meyer was shown emails dated April 22 and 25, 2021, which related to Disadvantage Business Entities (DBE) and pre-bid meetings. (OIG Note: The RFP release date was April 16, 2021.) He said once an RFP is released, it gets "murky" and he tells departments to let the Procurement Department address any questions from that point forward with potential bidders. Meyer said that DBEs are supposed to be utilized for at least thirty-five percent (35%) of work for a City contract. It was up to the Prime contractor to ensure that the specific percentage was met. If the specified percentage is not attained, an explanation as to why that percentage was not met is required. A list of DBEs was available from the City through the Office of Supplier Diversity (OSD). He opined the e-mails were also "murky" because they were sent after the release of the RFP and any questions should have been referred to and answered by employees of the Procurement Department.

According to Meyers, an employee of the City could have possibly released the information mentioned in Rhodes emails discussed above from April 22 and 25, 2021. However, questions would

have been raised if it was discovered by the Procurement Department. The individual receiving the information provided by Rhodes in this matter, should not have been a part of the project as a prime or sub-contractor. Meyer said an "unfair advantage" could have been created. The Procurement Department would have given warning to the sponsoring department to disqualify the bidder in this instance. Meyer referred to this situation as an instance of pre-announcement and described it as an "unfair advantage." He was unaware of the existence of these emails from Rhodes to Burciaga until being shown today by investigators.

Meyer said that a consultant for the City could be hired to promote an upcoming RFP to prospective bidders in an effort to create interest and solicit quality bidders. However, the consultant should not be connected to any bidding entity or winning bidder. If this was the case, that bidder would be disqualified. Meyer was shown two additional email documents from Rhodes to Burciaga dated January 21, 2021 with an attachment "Smart Cities Scope of Services Draft" and one dated March 25, 2021 with the attachment "Smart City RFP for Publication". Today was the first time Meyer learned of the emails shown to him during this interview. As a reminder to Meyer, these dates were prior to the publishing of the Smart City RFP in April 2021. Meyer indicated these emails were troublesome and said he was not happy about this information being sent to Burciaga based upon his role in this process. Meyer stated he was, "pissed that this happened."

Meyer made a suggestion at the end of the discussion that maybe a Hearing Officer should oversee these appeals instead of his office. He said he is divorced from the day-to-day process so he can remain objective when deciding on protests or appeals that may arise. He said that since this has happened, his office has implemented a new Selection Guide and Conflict of Interest document to tighten any vagueness in the form.

MEMORANDUM OF INTERVIEW

On May 8, 2023, Kim LaGrue, Information Technology and Innovation (ITI) Director, City of New Orleans (City) was interviewed by Investigators Damon Rodriguez and Troy Chenevert, of the City of New Orleans Office of Inspector General (OIG) via video conference on WebEx from the OIG Office. After being advised of the official identities of Rodriguez and Chenevert, LaGrue voluntarily provided the following information:

LaGrue has worked for the City a total of twenty-four years. She said she initially spent twelve years with the City and then departed City employment for ten years. LaGrue returned in 2010 under Mayor Landrieu and has been with the City since then.

LaGrue said prior to the pandemic in 2019, she and Jonathan Wisbey, Mayor Cantrell's Chief Technical Officer, Erin Spears of the Council Utility Regulatory Office (CURO) for the City Council, and Jonathan Rhodes, former Mayor's Office of Utilities Director, had created a working group in which each person's expertise was used to conceptualize a city-wide Wi-Fi project. She said she and then Councilman Jason Williams and Spears worked together in the past on similar matters through a working group to determine what elements were needed for a Wi-Fi and Smart City options. LaGrue noted each member had a role based upon their position and technical expertise. Wisbey worked on innovation and policy, Spears worked for the CURO and was tasked with keeping the Council informed as needed, while Rhodes worked on the Utilities piece, such as antennas and internet.

LaGrue said a cyber-attack and the subsequent pandemic put most things on hold and the frequency of the meetings stopped. LaGrue and Rhodes tried to move things forward with Rhodes working on the regulatory part and the infrastructure piece so that children could have internet access for schoolwork during the pandemic. LaGrue said Wisbey became detached from the project and Spears moved more towards the utilities side of things for the City due to priority shifts. At that point, both Wisbey and Spears was not involved in the group.

Investigator Chenevert showed LaGrue a report entitled, "Wi-Fi REPORT, Utility, Cable, Telecommunications, and Technology Committee" dated December 10, 2020, for reference on the project. LaGrue said the work for that report was done by Spears, Rhodes, and herself dating back to late 2018 and into early 2019. She said George Burciaga entered the picture as the Mayor's consultant for her technology initiatives. LaGrue said Burciaga became known through the United States Mayor's National Conference. LaGrue met Burciaga in late 2019 after talking about a smart card initiative project that was previously completed in Hawaii. Burciaga had experience with that project and it was thought that forming a working group for the City would be good to move the City forward on this initiative.

In January 2021, a proposal was made to Mayor Cantrell by a group consisting of JLC Infrastructure (JLC), Qualcomm, and others related to moving New Orleans into the Smart Cities arena. Ultimately as a result of this presentation, it was decided this project would have to be procured through the Bureau of Purchasing within the City. The Bureau of Purchasing is led by Director Julien Meyer.

LaGrue explained her role as a technical adviser in a Request for Proposal (RFP) process and said that the submitting department of a project owns the proposal. The ITI Department would join in on the technical side of a proposed project and lend required ITI expertise to advance a particular project. She recalled Christopher Wolff with ITI was brought in to review the request for technical aspects of this particular project. LaGrue said Wolff became the City's technical consultant on the project due to his network expertise. She said Wolff and Rhodes worked together and authored 80% of the 2020 document previously referenced. She said she was happy that Wolff was involved because he was a subject matter expert and he liked this type of project work.

LaGrue said that Rhodes did not like the Mayor's office being involved as a sponsor of the RFP. LaGrue mentioned Rhodes was expected to know how the procurement process worked, however, he did not have the required experience in government procurement. LaGrue said her office ultimately became the sponsor of the project because of Rhodes' lack of procurement experience and the complex technical aspects of this particular project. She reiterated Rhodes did not want the Mayor's Office involved in the RFP sponsorship.

LaGrue was asked about how the Selection Committee was chosen and operated. She said the Committee members should not talk before or during the process. Discussions between them were to be held only when the Committee met as a group. She recalled this particular Committee met virtually due to the pandemic. LaGrue confirmed members of the Committee were Wisbey, Norman White, the Chief Financial Officer (CFO) for the City, Joshua Cox the former Mayor's Director of Strategic Initiatives, Wolff and herself. LaGrue indicated she wanted the CFO for the City involved in the project due to the potential large dollar amounts involved with the Smart Cities project.

LaGrue said communications with the City Council were either non-existent or insufficient to maintain their awareness as the Smart Cities project progressed. LaGrue contends, while serving as the Mayor's Office of Utilities Director, Rhodes should have kept the City Council better informed by reaching across the aisle. She said that Spears was aware of the project dating back to its inception, but due to COVID and the other issues, was not involved in the process consistently and apparently not kept up to date by Rhodes. LaGrue said the CURO was aware of the efforts, but that it was Rhodes' responsibility to keep the CURO and Spears informed. She said it still bothers her that this was not done by Rhodes.

LaGrue said other Smart Cities project members from across the country all interface with one another. LaGrue said it was a small group that all knew each other. She said some were led by various universities, governmental entities, publications, and other interested parties. She said that when she became involved with these groups, she was unaware of financial interests Burciaga may or may not have had. She said she did not know Burciaga had a financial interest or any type of potential kickback scheme on this project until it all "blew up." She said she became aware of Burciaga's interest when JLC made the disclosure to the City during a telephone call she was participating on. After hearing this disclosure on the telephone call, it gave her lots of concerns.

LaGrue learned about Verge Internet, the company owned by Rhodes and Wolff from media reports. LaGrue said what bothered her most was that two people close to her were also involved with members of the winning bidder and she had no knowledge of that fact. She opined they knew their connection with members of the winning bidder was problematic and both men told her they were glad they kept her unaware of it. Rhodes said he was glad he did not tell her so she would not be involved. LaGrue watched Rhodes' testimony in April 2022 in front of the Council.

LaGrue said after the matter came to light, she discussed personally with Wolff the Conflict of Interest form he signed in order to serve on the Selection Committee for this RFP. She recalled the form he signed stated that he did not have any conflicts with the project. LaGrue agreed with Chenevert's assessment that a perceived conflict can be just as concerning as an actual conflict. As Wolff's Director, she was very concerned about his involvement. She was personally angry, but had to be consistent and measured with any action taken. She said no personnel action was taken by the City against Wolff.

LaGrue said Wolff is a great worker and she respected his knowledge and that she currently has assigned him to other projects that need his expertise. She has concerns about his judgement when it comes to procurement and relationships since this occurred. Wolff also commented to the media regarding he and Rhodes's company, Verge Internet. LaGrue stated this violates City policy about commenting to the media.

LaGrue had no knowledge of any quid pro quo from the project involving Wolff and Rhodes. Wolff tried to explain his actions to LaGrue. However, what concerned her most about this situation was Rhodes and Wolff were instrumental in developing the RFP and Wolff served on the Selection Committee. She said that was a big problem for her.

LaGrue said she gave Cox Communications a low score on their response to the RFP based on the content of their proposal. She said it was a bad proposal and she expected more from Cox Communications since they had a good relationship with the City. She said she thought the final selection gave the best proposal but that it made her look like she was involved due to Rhodes and Wolff's actions.

WIFI REPORT

UTILITY, CABLE, TELECOMMUNICATIONS, AND TECHNOLOGY COMMITTEE
DECEMBER 10, 2020



PUBLIC WIFI REPORT

Task: Develop a strategy to increase internet access for New Orleans residents.

Working Group: CURO, ITI, Innovation, Utilities

Key Questions

1. What is the need?
2. Where is the need?
3. Why is there a need?
4. How to address the need?



PUBLIC WIFI REPORT (cont'd)

▪ What is the need?

- 37% of households do not have fixed internet access (Data Center)
- Approx. 80,000 students enrolled in New Orleans Public Schools
- 15.5% unemployment rate (BLS, October 2020)
- Thousands working and studying remotely

▪ Where is the need?

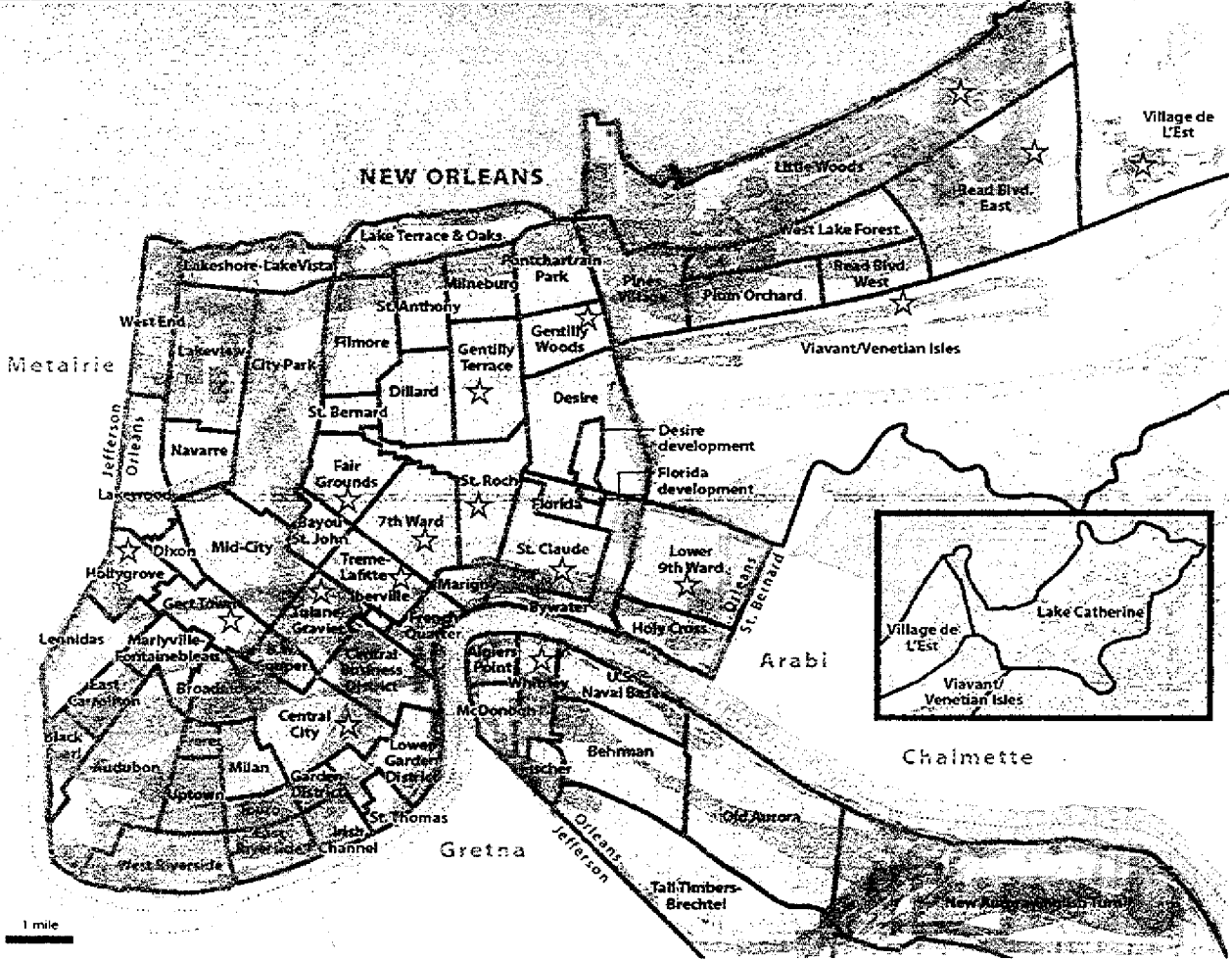
- JSS Tech Identified these neighborhoods
 - Hollygrove
 - Gert Town
 - Algiers (70114 with the exception of Algiers Point)
 - Central City
 - Lower 9th Ward
 - Tulane/Gravier
 - Treme
 - 7th Ward
 - St. Roch
 - Fairgrounds
 - St. Claude
 - N.O. East (various sections)
 - Gentilly (various sections)



73 OFFICIAL CITY NEIGHBORHOODS



Orleans Parish Internet Service Map

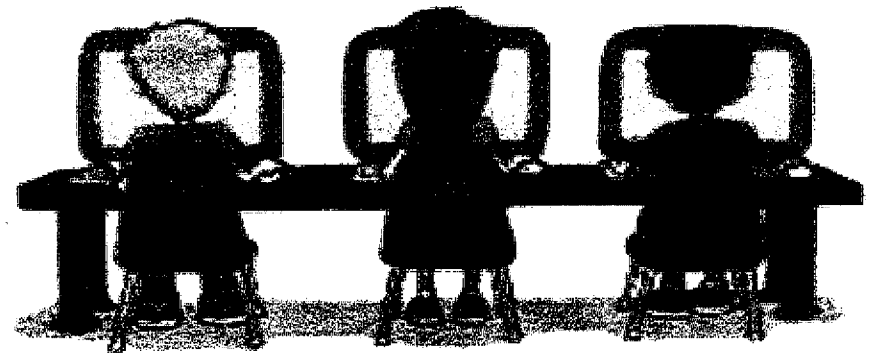


Source: New Orleans City Planning Commission

Dan Swenson, NOLA.com | The Times-Picayune

PUBLIC WIFI REPORT (cont'd)

- **Why is there a need?**
 - Access v. Adoption
 - Access: where is there internet service?
 - Adoption: who elects to subscribe to an internet service package?
 - Need for more City-owned technology infrastructure



PUBLIC WIFI REPORT (cont'd)

- **How to address the need?**
 - Public WiFi
 - NORDC Parks and Playgrounds
 - Public Rights-of-Way
 - Kitchen Table Solution
 - Public Private Partnership
 - San Antonio
- **Technology**
 - City Network
 - Fiber Installation
 - CBRS
 - Wireless Equipment



PUBLIC WIFI REPORT (cont'd)

▪ Procurement

- Competitive Selection Process
- Funding
 - Bonds
 - Paid Actors Sanction
 - Federal Grants
 - Private Investment

▪ Timeline

- City Network
 - 12 months
- Procurement
 - ISP solicitation: 3-6 months
 - Installation: largely dependent on whether the respondent has existing infrastructure and necessary permits

Questions?

From: George Burciaga [REDACTED] >
To: Troy Chenevert
Sent: Tuesday, April 4, 2023 10:07 AM
Subject: Read: RE: OIG Interview

Your message

To:
Subject: OIG Interview
Sent: Tuesday, April 4, 2023 10:08:22 AM (UTC-06:00) Central Time (US & Canada)

was read on Tuesday, April 4, 2023 10:07:25 AM (UTC-06:00) Central Time (US & Canada).

From: George Burciaga <[REDACTED]>
To: Troy Chenevert
Sent: Tuesday, April 4, 2023 10:07 AM
Subject: Read: RE: OIG Interview

Your message

To:
Subject: OIG Interview
Sent: Tuesday, April 4, 2023 10:08:21 AM (UTC-06:00) Central Time (US & Canada)

was read on Tuesday, April 4, 2023 10:07:25 AM (UTC-06:00) Central Time (US & Canada).

From: George Burciaga <[REDACTED]>
To: Troy Chenevert
Sent: Wednesday, April 12, 2023 9:20 AM
Subject: Read: New Orleans OIG Interview request

Your message

To:
Subject: New Orleans OIG Interview request
Sent: Wednesday, April 12, 2023 9:20:13 AM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, April 12, 2023 9:19:52 AM (UTC-06:00) Central Time (US & Canada).

From: George Burciaga <[REDACTED]>
To: Troy Chenevert
Sent: Wednesday, April 12, 2023 9:20 AM
Subject: Read: New Orleans OIG Interview request

Your message

To:
Subject: New Orleans OIG Interview request
Sent: Wednesday, April 12, 2023 9:20:11 AM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, April 12, 2023 9:19:52 AM (UTC-06:00) Central Time (US & Canada).

Sec. 2-691. - Financial statements; penalty.

- (a) Effective June 1, 1991, within 60 days of taking the oath of office of mayor or member of the council, each such person shall file a financial statement with the city attorney. Thereafter, such person shall file annually on or before May 15 a financial statement and within 60 days after the date upon which such person ceases to discharge his duties as mayor or member of the council, a financial statement shall be filed. The financial statement shall include information required in section 2-692 and shall be current as of the date on which it is filed. Attached to the financial statement shall be the affidavit of such person filing same that the information contained in statement is true and correct to the best of his knowledge, information and belief.
- (b) Within 60 days of being appointed as the chief administrative officer, a mayoral executive assistant at or above range 67 of the unclassified pay plan of the city and a director of a city department, or on regular reporting dates, such appointee shall comply with all provisions of this article. For the purposes of the article the phrase "director of a city department" shall mean the heads of the following chartered city departments only:
- (1) The city attorney;
 - (2) The superintendent of police;
 - (3) The superintendent of fire;
 - (4) Director of the department of safety and permits;
 - (5) Director of the department of sanitation;
 - (6) Director of the department of streets;
 - (7) Director of the department of recreation;
 - (8) Director of the department of welfare;
 - (9) Director of the department of health;
 - (10) Director of the department of finance;
 - (11) Director of the department of property management;
 - (12) Director of the department of city civil service;
 - (13) Director of the department of utilities.
- (c) Whoever fails to file a financial statement required by this article, or knowingly and willfully fails to timely file any such statement, or knowingly and willfully fails to disclose or to accurately disclose any information required by this article shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100.00. Whoever willfully and intentionally files a false report required by this article shall be guilty of a misdemeanor and upon conviction thereof shall be fined \$100.00, or imprisoned for not more than 90 days, or both.

(Code 1956, § 2-75; M.C.S., Ord. No. 23544, § 1, 5-7-09)

Sec. 2-692. - Contents of financial statement.

- (a) Except as provided hereinbelow, the financial statement required by section 2-691 hereinabove shall be filed on a form prescribed by the city attorney and shall include the following information for the preceding calendar year. For elected officials only, alternatively the requirement for filing the financial statement required by section 2-691 hereinabove may be satisfied by filing a duplicate original of the financial disclosure statement required to be filed with the state board of ethics, pursuant to R.S. 42:1124.2 et seq.
- (1) The full name and residence address of the individual who is required to file;
 - (2) The full name of the individual's spouse, if any, and the spouse's occupation and principal business address;
 - (3) The name, address and nature of association with and the amount of interest in each business in which the individual or spouse is a director, officer, owner, partner, member, or trustee, or in which the individual or spouse, either individually or collectively, holds an interest worth in excess of ten percent;
 - (4) The name, address, type and amount of each source of income, in excess of \$1,000.00, received by the individual or spouse, and the nature of the services rendered therefor, if any. For income derived from mental health, medical health, or legal services rendered, the individual need only show the amount of the income and not the identity of any individual patient or client;
 - (5) A brief description, location and address of each parcel of real property, the fair market value of which exceeds \$2,000.00, in which the individual or spouse, either individually or collectively, has an interest;
 - (6) A brief description, amount, and date of any purchase, sale, exchange, donation, gift, or other acquisition or disposition, in excess of \$1,000.00 of any real property, and of any stocks, bonds, commodities futures, or other forms of securities, including, but not limited to, any option to acquire and/or dispose of any stocks, bonds, commodities futures, other forms of securities, negotiable instruments, movable or immovable property, or any other interest;
 - (7) The name, address, and amount of each liability owed to any creditor by the individual or spouse which exceeds \$10,000.00, excluding any loan secured by a personal motor vehicle, household furniture, or appliances, if such loans do not exceed the purchase price of the item which secures it.
- (b) When an amount is required to be disclosed pursuant to this article, it shall be sufficient to report the amount by category of value. The categories shall be:
- (1) Category I, less than \$5,000.00;
 - (2) Category II, \$5,000.00—\$24,999.00;

- (3) Category III, \$25,000.00—\$49,999.00;
- (4) Category IV, \$50,000.00—\$99,999.00;
- (5) Category V, \$100,000.00—\$199,999.00;
- (6) Category VI, \$200,000.00 or more.

Amounts required to be disclosed shall be valued at actual or fair market value, whichever is greater.

(c) For purposes of this article, the following words shall have the following meanings:

Business means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, business, organization, self-employed individual, holding company, trust, or any other legal entity or person.

Income means any income from whatever source derived, including, but not limited to, the following items: Compensation for services, including fees, salaries, commissions, and similar items; income derived from business; gains derived from dealings in property; interest; rents; royalties; dividends; annuities; income from life insurance and endowment contracts; pensions; income from discharge of indebtedness; distributive share of partnership income; and income from interest in an estate or trust.

- (d) The financial statement shall be filed with the city attorney and shall be accompanied by the affidavit of the public official filing it certifying that the information contained in the financial statement is true and correct to the best of his knowledge, information and belief. The financial statement shall be a public record, subject to the provisions of R.S. 44:1 through 44:41. The city attorney shall additionally file a copy of his financial statement with the clerk of council who shall preserve the city attorney's financial statement as a public record.
- (e) For the purposes of this section, an individual or spouse shall not transfer any asset, interest, or liability required to be disclosed pursuant to the subsection (a) of this section to any person or business for the purpose of avoiding disclosure, unless such transfer is irrevocable. A transfer shall not be irrevocable if there exists any contract, letter, counter letter, note, or any other legally enforceable agreement or authority which if exercised or enforced would require or authorize any asset, interest, or liability transferred by an individual or spouse to a person or business to revert back to such individual or spouse.

(Code 1956, § 2-76; M.C.S., Ord. No. 23544, § 1, 5-7-09)



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- JONATHAN M. RHODES



Jonathan M. Rhodes

LinkedIn @ <https://www.linkedin.com/in/jonathan-m-rhodes/>

Co-Founder, Developer of Business and Brand @ <https://www.vergeinternet.com>

Regulatory Strategist and Co-Founder @ <https://www.comn.cc>

Jonathan M. Rhodes has built his career over two decades as an entrepreneur, attorney, innovator and community leader. As Founder & Principal of The Rhodes Law Firm, Jonathan has over a decade of experience representing startup and established companies in areas including Corporate Governance; Business Strategy; Venture Capital Financing; SEC Registration & Compliance; Blockchain development, Cryptocurrencies, Crypto Mining, and 5G networking. As a seasoned utility regulatory attorney, Jonathan has represented both public and private entities in areas including franchise agreements, power purchase agreements, interconnection agreements and renewable energy projects.

In 2020, Jonathan co-founded VERGE Internet and COMN Coin as projects to help bridge the digital divide and build an equitable Internet of Things. At COMN, Jonathan advises on the legal and regulatory strategy for blockchain and cryptocurrency development. At VERGE, Jonathan designs business cases for bringing highspeed connectivity to all.

Jonathan's work has been recognized by the Louisiana State Bar Association with an "Innovation Award" and nationally by the Pro Bono Institute for his community partnership with Entergy Corporation's legal department. Jonathan was appointed by the Mayor of New Orleans to serve on the City's Economic Development Advisory Committee and has served as a pro bono consultant for various social justice and entrepreneur organizations.

He lives in New Orleans with his wife and three children, and enjoys travel, building things and surfing whenever possible.

Contact: jon@vergeinternet.com

Jon's Links:

PROFILE

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AWARDS

[National Pro Bono Award – Legal Assistance for Vulnerable Residents](#)

[Law School Alumnus of the Year](#)

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[Jonathan Rhodes Named "40 under 40"](#)

Jonathan Rhodes, 36

EXECUTIVE DIRECTOR, LOUISIANA CIVIL JUSTICE CENTER (LCJC); COMMUNITY ADVOCATE

www.laciviljustice.org

A busy three-day span last week for Jonathan Rhodes shows his dedication to improving life in Louisiana. On Monday, he was at Children's Hospital to provide legal counsel for children vulnerable to "health-harming legal issues" (asthma from substandard housing, for example) in partnership with LCJC, the nonprofit Rhodes has led as executive director for the past two years. During his leadership, the center has roughly doubled its services, now reaching 15,000 people annually in Louisiana's 64 parishes. After work Tuesday, Rhodes joined leaders of neighborhood organizations to discuss neighborhood-level solutions to the city's crime problem. He visited a senior center in Central City Wednesday as part of LCJC's program to help low-income elderly residents navigate estate planning and wills.

"I'm motivated by a desire to serve my community," Rhodes says. "I'm fortunate I'm able to do that through my job, using my background as a lawyer to help promote social justice. Friends and family are helpful enough to allow me time to volunteer for causes outside of my job."

— FRANK ETHERIDGE



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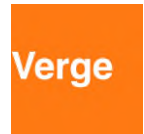
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Christopher J. Wolff

LinkedIn @ <https://www.linkedin.com/in/christopherwolffaz/>

Co-Founder and Information Technology Architect @ <https://www.vergeinternet.com>

Blockchain Strategist and Co-Founder @ <https://www.comn.cc/>

Throughout his career, Christopher Wolff has worked on the leading-edge of technology and connectivity, with a passion for rapid growth and a calling for digital equity. He founded his first company, Turbonet, in 1993 as a dial-up ISP and web hosting provider with key accounts such as Compaq. In 1997, Christopher founded Gain Wireless, one of the first wireless ISP's in the country that covered much of the city of Tucson, AZ. In 1999, Christopher was again among the first to build Data Centers when he started Broadband Laboratories, offering up to 10,000 feet of conditioned colocation space. He exited Broadband Laboratories to found Simply Bits, which was a return to the wireless ISP space. Soon after, he founded Sprocket Communications to push into the Southern AZ market and Mexico. In that role, Christopher designed, managed, and operated 2,400 square miles of fixed wireless and fiber optic broadband.

Christopher returned to New Orleans in 2015, where he has been laser-focused on solving the city's broadband access and social challenges, while managing a 150-site fiber network, designing a 430-site fiber and wireless network, and maintaining network security.

In 2020, Christopher co-founded VERGE Internet and COMN Coin as vehicles to deliver on the next phase of broadband development with integrated blockchain. At COMN, Christopher forked a mainstream token on the Solana Blockchain to explore and perfect distributed computing, edge computing, AR and VR concepts. At VERGE, Christopher designs broadband networks

Christopher lives in New Orleans with his wife and son. He enjoys computing and spinning records whenever he's not chasing his boy around.

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ATTACHMENT C
CITY OF NEW ORLEANS
AFFIDAVIT OF CONFLICT OF INTEREST DISCLOSURE

STATE OF New York

COUNTY/PARISH OF New York

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

1. He/She is the Managing Director and authorized representative of MJE-Loop Capital Partners LLC, db/a JLC Infrastructure, sponsor of Smart+Connected NOLA, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans Solicitation No. 1193.

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, the proposed subcontractors, and their principals have with city 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).

[Signature]
Respondent Representative (Signature)

Andrew Kim
(Print or type name)

[Redacted]
(Address)

Sworn to and subscribed before me, Mousumi Begum Notary Public, this 12th day of June 2021.

[Signature]
Notary Public (signature)

Mousumi Begum
Notary Public (print)
Notary ID#/Bar Roll # 01BE6404837



[ATTACHMENTS D THRU I ON FOLLOWING PAGES]

BRASS Purchasing & Accounts Payable Internal Controls

Report • April 7, 2022





April 7, 2022

Re: BRASS Purchasing & Accounts Payable Internal Controls

I certify that the inspector general personnel assigned to this project are free of personal or other external impairments to independence.

Edward Michel
Inspector General

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In May 2011, the Office of Inspector General (OIG) issued an audit of the internal controls of the City of New Orleans' (City) purchasing and accounts payable (AP) functions (2011 Report).¹ At the time the 2011 Report was issued, the City used several procurement and financial systems. The Advantage Financial Information System (AFIN) maintained the financial records for all the City's grant programs and capital projects. AFIN was a DOS-based general ledger system that was implemented in the 1980s that was used to process expenditures for grants and capital projects. BuySpeed, an internet-based procurement software application, was used to process the City's bids and procurements. It also processed expenditures that were not processed through AFIN. Once the AP Department approved the purchase in AFIN or BuySpeed, it was transferred to Great Plains, a Microsoft general ledger system, for payment processing. The City responded that several of the findings in the 2011 Report would be resolved when they implemented an Enterprise Resource Planning (ERP) system to replace AFIN.

The City's 2018 Comprehensive Annual Financial Report (2018 Financial Statement Audit) also contained findings related to the City's purchasing and AP functions.² The City responded that those findings would also be resolved when it implemented the new ERP system.

On June 28, 2019, the City implemented the Budget, Requisition, and Accounting Services System, an ERP commonly referred to as BRASS. BRASS is the City's critical financial infrastructure. In 2021, the City processed approximately \$1.1 billion through this procurement and accounts payable system. Because of the serious issues in the prior audit reports and the critical nature of BRASS, the OIG deemed it necessary to conduct this audit to determine if BRASS resolved the findings noted in the 2018 Financial Statement Audit and the 2011 Report, and to determine if controls were designed and implemented properly and operating effectively.

To determine if the City resolved the prior findings by implementing BRASS, the OIG obtained a listing of all 6,503 invoices paid from July 1, 2020 through

¹ *City of New Orleans Purchasing and Accounts Payable Internal Control Performance Audit (IG-A&R-10PAU005)*, May 12, 2011.

² *City of New Orleans, Louisiana, Comprehensive Annual Financial Report, December 31, 2018 (With Independent Auditors' Report Thereon)*, July 30, 2019.

September 30, 2020 and statistically sampled invoices, requisitions, purchase orders (PO), and contracts as described below:

- Selected and tested 100 percent of 12 high value invoices, and randomly selected 83 of the remaining 6,491 invoices paid during the scope period for a total of 95 invoices;
- Randomly selected 69 requisitions created in BRASS;
- Randomly selected 87 POs issued in BRASS; and
- Randomly selected 78 contracts, amendments, and CEAs that required Tax Clearance Authorization forms.

Because the samples were randomly selected, auditors projected the results to the entire population. Based on our testing, the OIG noted that overall the Purchasing Department made significant improvements and implemented critical internal controls. The OIG noted several positive findings:

- The City implemented proper segregation of duties within BRASS.³ All invoices tested were requested and approved by different employees.
- BRASS contained an appropriate audit trail. BRASS adequately documented when purchases were created and approved, and by whom, throughout the entire purchasing and payables process. Furthermore, contracts, POs, invoices, disbursements, and related documents were maintained in BRASS and easily accessible.
- The Purchasing Department approved all requisitions before it issued the PO. The Purchasing Department approved POs before the vendor uploaded its invoice, and the requesting department approved the invoice. The requesting department and the Accounting Department approved all invoices before disbursements were made. All invoice amounts agreed to the disbursement amounts.
- All contracts and amendments contained Tax Clearance Authorization forms as part of the contract approval, contract amendment, or CEA processes at the initial execution date.

³ Segregation of duties generally entails dividing the responsibility for recording, authorizing, and approving transactions, and handling the related asset.

The OIG noted some areas where the City should strengthen its internal controls or improve its processes. Specifically, the OIG found that:

- The Accounting Department did not have a policies and procedures manual for its employees. OIG also noted that Information Technology & Innovation (ITI) did not have a written policy that documented proper segregation of duties.
- The vendor file contained employees and duplicate vendor accounts. The employees were not distinctly identified or segregated from the vendors. This configuration gave the appearance that the City used employees as vendors.
- The City did not require vendors to submit current Tax Clearance Authorization forms annually for contracts that spanned multiple tax periods.
- The Purchasing Department did not monitor procurement activities to ensure departments did not violate procurement laws and policies.
- The City did not pay 33 of the 95 invoices tested within 30 days of the invoice date. When projected to the population, the City did not pay 2,886 invoices timely.

Based on these findings, the OIG made the following recommendations to the City:

- The City should complete the BRASS role configuration and create a policies and procedures manual for the Purchasing and AP Departments that describe the duties and responsibilities for each role within the departments. ITI should also formally document its roles and responsibilities to ensure proper segregation of duties.
- The City should remove employees and inactive vendors from its vendor file. The City should also develop and document a vendor file maintenance policy which includes a regular interval for removing vendors from its vendor file.
- The City should develop a policy to obtain Tax Clearance Authorization forms, every year, for multi-year contracts.
- The Purchasing Department should develop and document a formal policy to monitor departments' procurement to ensure compliance with Public Bid Law and other procurement policies.

- The City should document its invoice payment terms and revise its invoice payment process to ensure all invoices are paid on or before the due date. If invoices are received late, the City should process the payment as soon as possible.

I. INTRODUCTION

On June 28, 2019, the City implemented the Budget Requisition & Accounting Services System, an Enterprise Resource Program commonly referred to as BRASS. BRASS is the City's critical financial infrastructure. In 2021, the City processed approximately \$1.1 billion through this procurement and accounts payable system.

Prior to implementing BRASS, the City used several procurement and financial systems. AFIN maintained the financial records for all the City's grant programs and capital projects. AFIN was a DOS-based general ledger system that was implemented in the 1980s that was used to process expenditures for grants and capital projects. BuySpeed, an internet-based procurement software application, was used to process the City's bids and procurements. It also processed expenditures that were not processed through AFIN. Once the AP Department approved the purchase in AFIN or BuySpeed, it was transferred to Great Plains, a Microsoft general ledger system, for payment processing. These systems were integral to the City's purchasing and AP internal control processes. Once the City implemented BRASS, it retired those systems and consolidated the functions within BRASS.

On May 12, 2011, the OIG issued its 2011 Report which revealed that the City's purchasing and AP internal control processes were deficient in certain areas. Those deficiencies created the opportunity for fraudulent purchases and payments. OIG auditors noted seven findings in the 2011 Report. Findings #1, #2, #5 and #6 were within the scope of this audit. Those findings were as follows:

- Prior Finding #1: The Financial Systems Administrator and Chief Accountant had the ability to input and authorize purchases within AFIN.
- Prior Finding #2: AFIN did not provide an adequate audit trail to allow the auditor to determine if purchases were properly approved.
- Prior Finding #5: The City did not determine if the vendor payee was delinquent in City taxes prior to disbursing payment.
- Prior Finding #6: The City did not verify that vendors were current on their tax payments prior to approving contract amendments.

The OIG also noted five observations in the 2011 Report. Observations #4 and #5 were within the scope of this audit. Those observations were as follows:

Prior Observation #4: The City's Accounting Policies and Procedures manual was last revised in February 1998, thirteen years prior to the 2011 Report.

Prior Observation #5: The City's records retrieval process was slow and inefficient.

In the 2018 Financial Statement Audit, the City's external auditors also noted that "certain employees had user access rights that allowed them to approve the same transaction that they initiate...."⁴ They also noted instances in which POs were not approved until after the purchase was made. The City responded that the findings in the 2011 Report and the 2018 Financial Statement Audit would be resolved when it replaced its procurement and financial systems with BRASS.

⁴ *City of New Orleans, Louisiana, Comprehensive Annual Financial Report, December 31, 2018 (With Independent Auditors' Report Thereon), July 30, 2019.*

II. POLICIES & PROCEDURES

In the 2011 Report, OIG auditors noted the “City of New Orleans General Accounting Policies and Procedures and General Accounting User Guide” (1998 Accounting Manual) was last revised in February 1998, thirteen years prior to the 2011 Report.⁵ At the time, the City responded that it would “work to overhaul all its policies and procedures in a comprehensive manner as part of the implementation of the ERP system over the next few years.”⁶

Finding 1: The Accounting Department did not have a policies and procedures manual for its employees. OIG also noted that ITI did not have a written policy that documented proper segregation of duties.

The 1998 Accounting Manual was obsolete and included processes that the City no longer performed. Each employee had a Civil Service job description that provided generalized “kind of work” duties.⁷ However, those job descriptions applied to employees in multiple City departments. They did not provide specific duties to be performed in a specific department. Although the City developed user manuals that explained how to functionally use BRASS, it was still configuring the employee roles in BRASS. Therefore, it did not develop a manual describing the individual responsibilities for Purchasing and AP employees. The Louisiana Legislative Auditor’s best practices stated,

Formal/written procedures are necessary as a clear understanding of what should be done, how it should be done, who should do it, and when it should be done and ensure the procedures followed meet management’s expectations.⁸

Policies and procedures manuals are important because they:

- Facilitate employee training and feedback,
- Guide operations and workflows,

⁵ *City of New Orleans Purchasing and Accounts Payable Internal Control Performance Audit (IG-A&R-10PAU005)*, May 12, 2011.

⁶ Ibid.

⁷ Refer to Appendix B for an example of a Civil Service job description.

⁸ Louisiana Legislative Auditor *Checklist of Best Practices in Government*. <https://www.lla.la.gov/documents/best-practices/bpchecklist.doc>.

- Establish expectations for employee behavior, and
- Outline the procedures to accomplish the City's goals and objectives.

Even though the BRASS user manuals contained information about what should be done and how it should be done, it did not address which departmental personnel were expected to perform those procedures or when and how quickly the procedures should be performed to meet management's expectations. Without those guidelines, employees could not be certain of what was expected of them. This could have resulted in internal control failures, inefficient procurement processes, or purchases that did not comply with procurement laws. For instance, auditors noted that of the 69 requisitions sampled, the Purchasing Department took more than 30 days to approve 12 of those requisitions (17.4 percent) which resulted in delays in creating the POs.

During testing, OIG auditors noted BRASS would allow one person to have the requestor and approver roles. However, ITI has an unwritten policy to segregate those duties and only allow users to have one or the other.

Recommendation 1: The City should complete the BRASS role configuration and create a policies and procedures manual for the Purchasing and AP Departments that describe the duties and responsibilities for each role within the departments. ITI should also formally document its roles and responsibilities to ensure proper segregation of duties.

III. SEGREGATION OF DUTIES

In the 2011 Report, the OIG noted that the Financial Systems Administrator and Chief Accountant had the ability to input and authorize purchases within AFIN.⁹ In the 2018 Financial Statement Audit, the external auditors noted certain employees had user access rights that allowed them to approve the same transaction they initiated. The City responded that the issue would be resolved once it implemented BRASS.¹⁰

According to the Committee of Sponsoring Organizations of the Treadway Commission (COSO),

When selecting and developing control activities management should consider whether duties are divided or segregated among different people to reduce the risk of error or inappropriate or fraudulent actions.... This segregation of duties generally entails dividing the responsibility for recording, authorizing, and approving transactions, and handling the related asset.¹¹

Positive Finding 1: The City implemented proper segregation of duties within BRASS. All 95 invoices tested were requested and approved by different employees.¹²

For the 95 invoices tested, auditors examined the transactions and compared the users that initiated the transactions with the users that approved the transactions. Despite ITI's unwritten policy, the OIG noted the initiation and approval were performed by different users.

⁹ *City of New Orleans Purchasing and Accounts Payable Internal Control Performance Audit (IG-A&R-10PAU005)*, May 12, 2011.

¹⁰ *City of New Orleans, Louisiana, Comprehensive Annual Financial Report, December 31, 2018 (With Independent Auditors' Report Thereon)*, July 30, 2019.

¹¹ *Internal Control – Integrated Framework*, Committee of Sponsoring Organizations of the Treadway Commission, May 2013. Principle 10.

¹² For an observed number of zero deviations in a sample of size 95, OIG auditors are 95.0 percent confident that the population deviation rate does not exceed 3.1 percent.

IV. BRASS DOCUMENTATION

In the 2011 Report, the OIG noted “AFIN did not provide an adequate audit trail to allow the auditor to determine whether purchases were properly approved,”¹³ and “[t]he records retrieval process was slow and inefficient.”¹⁴ The City responded that the implementation of the new ERP system would resolve the inadequate audit trail finding, and it was working to find funding for a document management system.

Positive Finding 2: All 95 invoices tested contained an appropriate audit trail in BRASS. BRASS adequately documented when purchases were created and approved, and by whom, throughout the entire purchasing and payables process. Furthermore, contracts, POs, invoices, disbursements, and related documents were maintained in BRASS and easily accessible.¹⁵

According to the Louisiana Governmental Audit Guide, “The first and most important requirement of an accounting system is that there be an audit trail. Every transaction in the system must be traceable to supporting documentation.”¹⁶ The Louisiana Legislative Auditor’s best practices stated, “[a]ll documentation (e.g., purchase order, receiving report, invoice) supporting a disbursement should be attached together and be maintained....”¹⁷

As part of the audit, auditors examined the documentation maintained in BRASS for each stage in the procurement and payables process, from the requisition through the payment of the invoice. For all 95 invoices tested, the audit trail was adequate and specified when, and by whom, the process was performed and

¹³ *City of New Orleans Purchasing and Accounts Payable Internal Control Performance Audit (IG-A&R-10PAU005)*, May 12, 2011, Finding #2.

¹⁴ *Ibid.* Observation #5.

¹⁵ For an observed number of zero deviations in a sample of size 95, OIG auditors are 95.0 percent confident that the population deviation rate does not exceed 3.1 percent.

¹⁶ Louisiana Governmental Audit Guide, §512.01. https://lla.la.gov/documents/la-gov-audit-guide/lagag_1-31-2016.doc

¹⁷ LLA’s Best Practices for Purchasing & Disbursements. 10/10/2014. <https://lla.la.gov/documents/best-practices/Purchasing%20%26%20Disbursements%20Policy.doc>

approved. Auditors noted each transaction was properly supported and those documents were easily accessible.

The City's previous purchasing software, BuySpeed, required vendors to create their own account which resulted in many vendors having multiple accounts in the vendor file. The City also required employees to create an account in Buyspeed to be reimbursed for employee expenses. All vendor files were transferred from Buyspeed to BRASS.

According to the Journal of Accountancy,

Adding new companies to your vendor master list without proper vetting can expose an organization to compliance risks.... A well-rounded approach to vendor management can be broken down into three steps. First, it begins with a thorough scrubbing of an organization's master list. Second, a robust registration process should guard against potential fraud. Third, continuous monitoring should automatically check the master list to ensure it contains accurate information.¹⁸

Finding 2: The vendor file contained employees and duplicate vendor accounts. The employees were not distinctly identified or segregated from the vendors. This configuration gave the appearance that the City used employees as vendors.

The vendor file was migrated from BuySpeed. Once a vendor was created in BRASS (as part of the migration process) it could not be deleted, only marked as inactive. Due to staffing shortages, the City was unable to perform the vendor and employee clean-up process. This configuration could result in improper payments or fraud.

Recommendation 2: The City should remove employees and inactive vendors from its vendor file. The City should also develop and document a vendor file maintenance

¹⁸ Tueffel, Helen. "Boost the bottom line with accounts payable best practices." *Journal of Accountancy*, November 1, 2016.
<https://www.journalofaccountancy.com/issues/2016/nov/accounts-payable-best-practices.html>.

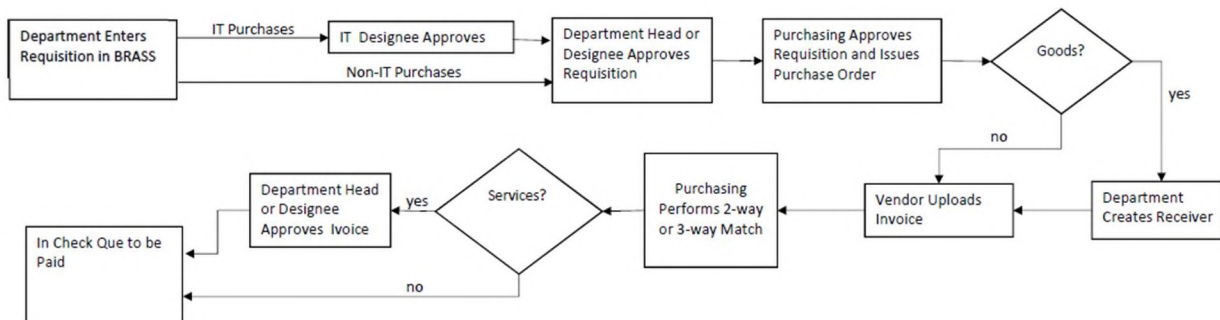
policy which includes a regular interval for removing vendors from its vendor file.

V. APPROVAL CONTROLS

In the 2018 Financial Statement Audit, the external auditors found that “...purchase orders were not approved until after the purchase was made.”¹⁹ In other words, the City received the invoice prior to it approving the PO. The City stated that this finding would be resolved once it implemented BRASS.

The first stage in the procurement process required the requesting department to enter a requisition in BRASS. Once the requesting department’s manager approved the requisition, the Purchasing Department issued/approved the PO. Once the PO was issued, the vendor could provide services and/or goods. Once the services and/or goods were provided, the vendor uploaded the invoice to BRASS. The Purchasing Department performed either a two-way or three-way match, and the requesting department approved the invoice.²⁰ This BRASS procurement process is diagrammed in Figure 1 below.

Figure 1. BRASS Approval Flowchart.



Positive Finding 3: The Purchasing Department approved all 69 sampled requisitions before it issued the PO.²¹ The Purchasing Department approved all 87 POs before the vendor uploaded its invoice and the requesting department

¹⁹ *City of New Orleans, Louisiana, Comprehensive Annual Financial Report, December 31, 2018 (With Independent Auditors’ Report Thereon)*, July 30, 2019. 2018-1 Purchase Order Approval.

²⁰ A three-way match (PO, receiver, and invoice) was performed for all goods purchased, and a two-way match (PO and invoice) was performed for all services received.

²¹ For an observed number of zero deviations in a sample of size 69, the OIG is 95.0 percent confident that the population deviation rate does not exceed 4.2 percent.

approved the invoice.²² The requesting department and the Accounting Department approved all 95 invoices before disbursements were made. All 95 invoice amounts agreed to the disbursement amounts.²³

The City of New Orleans Code of Ordinances stated:

No person shall sell and deliver to any official, deputy official, employee, agent or other person in the service of the city any materials, supplies or commodities of any nature without having first obtained through the bureau of purchasing a proper purchase order therefor, which has been duly signed by an officer or employee of the bureau having authority to order such purchase.²⁴

Furthermore, the BRASS payables training course stated:

When the City procures goods, a three-way matching procedure must take place to process the vendor's invoice and ensure that the payment is complete and accurate. The goal of three-way matching is to identify discrepancies in three important documents – purchase orders, order receipts/packing lists, and invoices. Performing a three-way match saves the City from overspending or paying for items that were never received.... A matching process also occurs when services are procured, but in this case, a two-way match coupled with an approval process must occur. The vendor's invoice is checked against the purchase order, and the receiving department approves the services rendered. This process helps to ensure that Accounts Payable issues payments for services only if the service provided was requested and acceptable to the receiving department.²⁵

²² For an observed number of zero deviations in a sample of size 87, the OIG is 95.0 percent confident that the population deviation rate does not exceed 3.4 percent.

²³ For an observed number of zero deviations in a sample of size 95, the OIG is 95.0 percent confident that the population deviation rate does not exceed 3.1 percent.

²⁴ City of New Orleans Code of Ordinances §70.420.

²⁵ BRASS Payables Training Course. Payables R2.A. Downloaded June 27, 2019.

The OIG inspected the information in BRASS and noted that the three-way match was properly performed for all goods and a two-way match was performed for all services rendered. Furthermore, all approvals were given before the next stage of the procurement and payables processes. The OIG noted all:

- 69 sampled requisitions were approved before the PO was issued;
- 87 sampled POs were approved before the invoice was approved for payment; and
- 95 sampled invoices were approved before the disbursement was made.

Auditors also compared the amount due on the invoice to the check amount and ensured that the proper amount was approved and disbursed.

As noted in the 2018 Financial Statement Audit, the City received the invoice prior to it approving the PO. Auditors noted that 65 of the 87 invoices sampled were properly dated after the PO approval date. The remaining 22 expenditures contained invoice dates prior to the PO approval date. However, these were not deemed exceptions because of the nature of the procurement (e.g., the invoice was for a subscription renewal and the invoice was used to document the price to obtain the PO, etc.).²⁶

²⁶ Requisitions require documentation of the cost of an expenditure. In the case of a subscription, for example, the department would submit the invoice received for the subscription renewal as part of the requisition. Once the requisition is approved and a PO is created, the vendor could upload the same invoice, with a date before the PO was created, into BRASS for payment.

VI. PROCUREMENT LAWS

In the 2011 Report, the OIG noted “the City did not determine if the vendor payee was delinquent in City taxes prior to disbursing payment.”²⁷ The OIG also noted the City did not require vendors to verify they were current on their tax payments when executing contract amendments.²⁸

Positive Finding 4: All 78 contracts and amendments sampled contained Tax Clearance Authorization forms as part of the contract approval, contract amendment, or CEA processes at the initial execution date.²⁹

The New Orleans Municipal Code stated:

It shall be unlawful for the mayor, the president of the city council, or any designee of either the mayor or the president, to execute a contract or cooperative endeavor agreement with any person, corporation, or entity which owes delinquent taxes to the city. Prior to the execution of any contract or cooperative endeavor agreement, the director of finance shall review such agreement and shall attest by signature on a form to be provided by the chief administrative officer that the person or entity with whom the agreement is to be executed is not delinquent in any taxes owed to the city.³⁰

Auditors examined the documentation attached to the 78 sampled contracts, amendments, or CEAs and found that all 78 contained Tax Clearance Authorization forms at the initial execution date.

Finding 3: The City did not require vendors to submit current Tax Clearance Authorization forms annually for contracts that spanned multiple tax periods.

²⁷ *City of New Orleans Purchasing and Accounts Payable Internal Control Performance Audit (IG-A&R-10PAU005)*, May 12, 2011, Finding #5.

²⁸ *Ibid.* Finding #6.

²⁹ For an observed number of zero deviations in a sample of size 78, the OIG is 95.0 percent confident that the population deviation rate does not exceed 3.7 percent.

³⁰ CNO Code of Ordinances §2-8(a).

The New Orleans Municipal Code stated, “No payment shall be made under any contract or cooperative endeavor agreement if the recipient owes delinquent taxes to the city.”³¹

Three of the 78 tested items contained Tax Clearance Authorization forms (3.9 percent) for the year before and/or after the audit period but not for the audit period. Therefore, the City made payments to these contractors without current Tax Clearance Authorization forms when the vendor could have been delinquent in taxes. Although the City requires vendors to submit Tax Clearance Authorization forms prior to executing a new contract, the City did not have a process to obtain Tax Clearance Authorization forms annually for contracts that span multiple periods which could result in payments to vendors who are delinquent in taxes, and hence, ineligible to receive payments.

Recommendation 3: The City should develop a policy to obtain Tax Clearance Authorization forms, every year, for multi-year contracts.

PUBLIC BID LAW AND CEAS

Since the prior findings pertained to deficient internal controls associated with processing expenditures, the overall audit objective was to test internal controls as it pertained to current expenditures paid through BRASS. Due to limitations in BRASS, the OIG could not develop a population that only included current expenditures resulting from procurements made after BRASS’s inception. As such, the OIG designed the population to include current expenditures paid through BRASS even though the initial procurement may have occurred prior to BRASS’ inception. Because of these limitations, the OIG could not develop a statistically based sample to opine on the City’s compliance with Public Bid Law in this audit. However, to the extent the sampled expenditures pertained to contracts awarded after BRASS was implemented, the OIG tested for compliance with Public Bid Law and other procurement policies. Those results are detailed below. The OIG’s conclusions cannot be projected to the population, and the conclusions are not an opinion on the City’s overall compliance with Public Bid Law and/or its procurement policies. The OIG offers no conclusion on the matter.³²

³¹ CNO Code of Ordinances §2-8(a).

³² *Government Auditing Standards, Chapter 9.21*; U.S. Government Accountability Office, 2021.

For the sample selected, auditors determined the type of purchase that the invoice represented (e.g. materials and supplies, public works, professional service, etc.) and determined if the transactions complied with:

- Louisiana Revised Statutes 38:2211,³³ 33:9029.2³⁴
- CAO Policy Memoranda 8(R),³⁵ 24(R),³⁶ 113(R),³⁷ and 119(R),³⁸ and
- Executive Order LC 20-01.³⁹

See Figure 2 below for a breakdown of the types of invoices tested.

Figure 2. Summary of Contract Procurements Tested.

Type of Invoice	Total Tested
Materials & Supplies	4
Public Works & Construction	8
Professional Services	2
CEA	4
Total	18

Positive Finding 5: All purchases tested were properly procured under Louisiana Public Bid Law and City procurement policies. All CEAs tested contained the required elements.

The OIG reviewed four materials and supplies purchases and found that the piggyback purchases included a copy of the contract from the other municipality. Furthermore, items procured under the state of emergency were obtained using the competitive bidding process.

³³ Effective August 1, 2014.

³⁴ Effective July 1, 2003.

³⁵ Revised September 24, 2014.

³⁶ Revised September 3, 2019.

³⁷ Revised December 14, 2016.

³⁸ Revised June 28, 2013.

³⁹ Issued April 28, 2020.

The OIG reviewed eight public works contracts and found that all purchases over \$150,000 were procured using the formal bid process, and all contracts tested were awarded to the lowest responsive and responsible bidder.

The OIG reviewed two professional service contracts and found that the purchases, exceeded \$15,000, contained a Request for Proposal (RFP) or a Request for Quote (RFQ), an advertisement to request the proposals or qualifications from the contractors, at least three proposals (or justification for fewer than three proposals), and documentation of the purchasing committee's evaluation of each proposal.

The OIG reviewed four CEAs and found that these agreements contained explanations of the City's obligations as well as the expectations of the benefits to be received by the City.

The basic function of a governmental procurement/purchasing department is to ensure that the user departments comply with procurement laws and policies. Although auditors did not note any exceptions to the procurement limits during testing, the Purchasing Department did not have the ability to monitor purchases to ensure that departments comply with procurement rules. According to COSO, "Monitoring activities are selected, developed, and performed to ascertain whether each component continues to be present and functioning or if change is needed."⁴⁰

Finding 4: The Purchasing Department did not monitor procurement activities to ensure departments did not violate procurement laws and policies.

BRASS did not have mechanisms (controls) to notify the Purchasing Department when departments may be trying to evade purchasing limits, i.e. splitting purchases over \$15,000 into two or more smaller POs to avoid following the competitive selection process. As part of the year-end closing process, the Purchasing Department asserted it reviewed each department's purchasing patterns to determine if the department could perform better. However, the

⁴⁰ *Internal Control – Integrated Framework*, Committee of Sponsoring Organizations of the Treadway Commission, May 2013. Chapter 9.

Purchasing Department did not implement a formalized process to search for violations. Without proper monitoring, Public Bid Law could be circumvented.

Recommendation 4: The Purchasing Department should develop and document a formal policy to monitor departments' procurement to ensure compliance with Public Bid Law and other procurement policies.

The City does not accept paper invoices from vendors because BRASS is a paperless, electronic system. Every vendor must upload a copy of the invoice directly into BRASS through the vendor portal to receive payment. Therefore, it is incumbent upon the vendors to upload each invoice timely. After the invoice is uploaded, the department requesting the good and/or service and the AP Department must approve the invoice for payment before a disbursement can be made. Once all approvals have been issued, the invoice is put into the payment queue to be paid. The City’s payment terms are Net 30.⁴¹

Finding 5: The City did not pay 33 of the 95 invoices tested within 30 days of the invoice date. When projected to the population, the City did not pay 2,886 invoices within 30 days of the invoice date.⁴²

To determine if the invoice was paid timely, the OIG inspected the invoice date, calculated the due date, and compared the due date to the payment date for each invoice selected for testing. For invoices that were not paid on or before the due date, auditors determined the date the vendor uploaded the invoice to BRASS. The City did not have a documented policy for how quickly these invoices should be paid in the event the vendor uploaded the invoice close to or after the due date. In those instances, using auditor judgement, the OIG concluded the invoice was paid timely if the City paid the invoice within 15 days of the upload date.

As shown in Figure 3, 33 of 95 invoices tested were not paid timely. When projected to the population, the City did not pay 2,886 invoices within 30 days of the due date.

⁴¹ Net 30 means that payment is due 30 days after the invoice date. “Doing Business with the City of New Orleans” issued by the Procurement Office. <https://nola.gov/purchasing/doing-business-with-the-city-of-new-orleans/>.

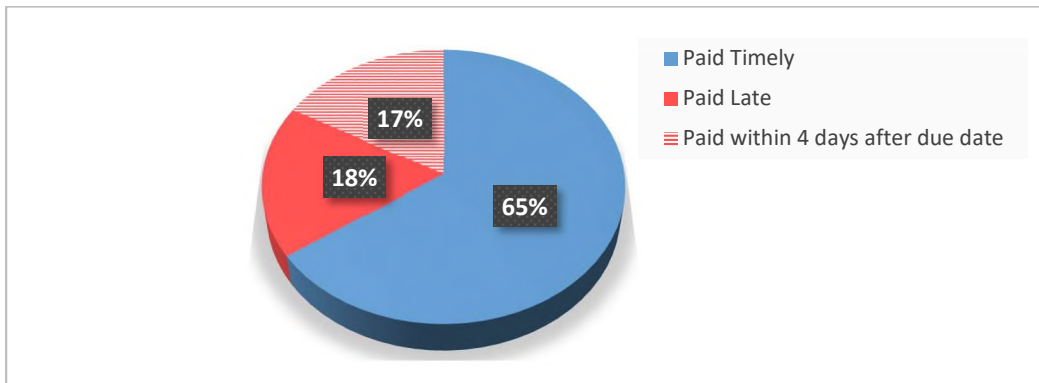
⁴² For an observed number of 29 deviations in a sample of size 83, the OIG is 95 percent confident that the population deviation rate does not exceed 2,886 invoices.

Figure 3. Error Projected to the Population

Population Description	# Invoices Tested	# Invoices Paid Late	Known % Error	Projected # Invoices Paid Late
High Value Invoices	12	4	33.3%	N/A
Random Sample	83	29	34.9%	2,882
Total	95	33		

The City processed invoices for payment twice a week, usually on Tuesdays and Thursdays. To select invoices to be paid, the AP manager selected all unpaid and approved invoices that had a due date on or before that check processing day. Therefore, any invoices due on or before that check processing day were paid on that check run. Any invoices that were due between the check processing days were paid on the next check processing day, which resulted in a late payment. The City asserted it has 30 days to pay an invoice after it is accepted into BRASS. However, this policy is undocumented. See Figure 4 below for a breakdown of the payment status of the 95 invoices tested.

Figure 4. Invoice Payment Status



Late payments can damage vendor relationships and the City’s creditworthiness. Consistent late payments could cause vendors to cease business with the City and reduce competitive bidding, which can lead to the City paying higher prices. Also, paying bills on time is a good business practice.

Recommendation 5: The City should document its invoice payment terms and revise its invoice payment process to ensure all invoices are paid on or before the due date. If invoices are received late, the City should process the payment as soon as possible.

APPENDIX A. OBJECTIVES, SCOPE, AND METHODOLOGY

The OIG conducted a performance audit of the internal controls in BRASS. The objectives of the audit were to determine if:

- Management designed and implemented appropriate purchasing and disbursement controls within BRASS and if those controls were operating effectively.
- The BRASS functionality remediated and resolved the findings noted in the 2018 Financial Statement Audit and the 2011 Report.

The scope of the audit was from July 1, 2020 through September 30, 2020 and included all invoices paid through BRASS during that period. To accomplish the audit objectives, auditors:

1. Conducted interviews with managers to obtain an understanding of the internal controls and the approval, purchasing, and payables processes in BRASS;
2. Requested a copy of the policies and procedures manual to determine if it was up-to-date;
3. Obtained a listing of all 6,503 invoices paid during the scope period totaling \$124,736,018 and sampled invoices as described below:
 - a. Selected and tested 100 percent of 12 high value invoices.
 - b. Randomly sampled 83 of the remaining 6,491 invoices paid during the scope period. Because the sample was randomly selected, auditors projected the results to the entire population. See Figure 5 for the sampling methodology.

Figure 5. Sampling Methodology

Population	Confidence Level	Tolerable Error	Expected Error	Sample Size
1	100%	N/A	N/A	12
2	95%	5%	1%	83
Total Number of Invoices Tested				95

4. Used the listing of 6,503 invoices paid during the scope period and randomly selected the three samples as shown in Figure 6. Because the samples were randomly selected, auditors projected the results to the entire population. See Figure 6 for the confidence levels and expected deviation rates for these samples.

Figure 6. Confidence Levels and Expected Deviation Rates

Population	Sample Size	Confidence Level	Expected Deviation
Requisitions created in BRASS	69	95%	4.2%
POs issued in BRASS	87	95%	3.4%
Tax Clearance Authorization forms	78	95%	3.7%

5. Inspected various documentation in BRASS to determine if:
 - a. Purchases were properly approved during each stage of the procurement process and there was proper segregation of duties;
 - b. Purchases and disbursements were supported, accurate, and timely;
 - c. Tax Clearance Authorization forms were obtained for all contracts and amendments; and
 - d. BRASS provided an adequate audit trail for each process.
6. Since the prior findings pertained to deficient internal controls associated with processing expenditures, the overall audit objective was to test internal controls as it pertained to current expenditures paid through BRASS. Due to limitations in BRASS, the OIG could not develop a population that only included current expenditures resulting from procurements made after BRASS’s inception. As such, the OIG designed the population to include current expenditures paid through BRASS even though the initial procurement may have occurred prior to BRASS’ inception. Because of these limitations, the OIG could not develop a statistically based sample to opine on the City’s compliance with Public Bid Law in this audit. However, to the extent the sampled expenditures pertained to contracts awarded after BRASS was implemented, the OIG tested for compliance with Public Bid Law and other procurement policies. The OIG’s conclusions cannot be projected to the population, and the conclusions are not an opinion on the City’s overall compliance with Public Bid Law and/or its procurement policies. The OIG offers no conclusion on the matter.⁴³

We assessed the reliability of the BRASS data by (1) interviewing officials knowledgeable about the data, (2) comparing data to source documents for reliability, and (3) reviewing selected system controls. Auditors determined that the data were sufficiently reliable for the purposes of this report.⁴⁴

⁴³ *Government Auditing Standards, Chapter 9.21*; U.S. Government Accountability Office, 2021.

⁴⁴ GAO-20-283G *Assessing Data Reliability*. December 2019.

Auditors used the following criteria for this performance audit:

- Louisiana Legislative Auditor Best Practices;
- Committee of Sponsoring Organizations of the Treadway Commission, Internal Control – Integrated Framework;
- Louisiana Revised Statutes;
- New Orleans, LA Code of Ordinances;
- City of New Orleans Executive Orders; and
- CAO Policy Memoranda.

AUDITING STANDARDS

We conducted this performance audit in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.⁴⁵

Auditors also conducted this performance audit in accordance with the *Principles and Standards for Offices of Inspector General*.⁴⁶

LEGAL AUTHORITY

The authority to perform this audit is established in La. R.S. 33:9613 and in City Code Sec. §2-1120 of the City of New Orleans.

⁴⁵ *Government Auditing Standards, Chapter 9.03*; U.S. Government Accountability Office, 2021.

⁴⁶ "Quality Standards for Audits by Offices of Inspector General," *Principles and Standards for Offices of Inspector General* (Association of Inspectors General, 2014).

APPENDIX B. EXAMPLE OF A CIVIL SERVICE JOB DESCRIPTION

Job Bulletin



CITY OF NEW ORLEANS
invites applications for the position of:

MANAGEMENT DEVELOPMENT ANALYST I (CLASS CODE 0361)

SALARY:	\$40,896.00 Annually
OPENING DATE:	01/13/17
CLOSING DATE:	Continuous
KIND OF WORK:	

Responsible professional analytical, technical and administrative work in one or more areas of municipal government administration; and related work as required.

MINIMUM QUALIFICATIONS:

A Bachelor's Degree from an accredited college or university.*

*Prior to appointment, the hiring agency is required to verify education claimed by the applicant to qualify for this classification. If selected for hire, applicants must provide original documents of their qualifying credentials to the hiring agency prior to their start date in this job classification.

Note: This position requires a one (1) year probationary period.

KIND OF EXAMINATION:

A written test, weighted 100%.

The Management Development Analyst I examination is a written test designed to measure: Basic Management Principles, Decision-Making & Organizing, Interpersonal Skills, Written Communication and Mathematics.

This is an original entrance examination.

GENERAL INFORMATION:

THE CITY OF NEW ORLEANS IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, GENDER, AGE, PHYSICAL OR MENTAL DISABILITY, SEXUAL ORIENTATION, CREED, CULTURE, OR ANCESTRY. REQUESTS FOR ALTERNATE FORMAT OR ACCOMMODATIONS SHOULD BE DIRECTED TO SHELLY STOLP AT (504) 658-3516 OR TTY/VOICE AT (504) 586-4475 or (504) 658-4020.

DOMICILE REQUIREMENTS FOR EMPLOYMENT: Domicile requirements are currently waived for the purpose of application. However, all new full time employees hired into this classification on or after January 1, 2013 must be domiciled in Orleans Parish within 180 days of hire. Airport and public safety employees are excluded from this provision.

BACKGROUND CHECK: The hiring department will conduct interviews of qualified individuals prior to requesting a criminal background check, and no job application submitted prior to such interview shall inquire into an applicant's criminal history. If this position is subject to a background check for any convictions related to its responsibilities and requirements, employment will be contingent upon successful completion of a background investigation including criminal history. **Criminal history will not automatically disqualify a candidate.**

APPLICATIONS: Applications will not be accepted if received after the closing date or after the stated maximum number of applications has been received, as specified on this announcement. All minimum qualification requirements for examinations must be met by the final filing date unless otherwise specified on this announcement. **PAPER APPLICATIONS** must be submitted on the official application form **AND MUST BE RECEIVED IN THE DEPARTMENT OF CITY CIVIL SERVICE, 1340 POYDRAS STREET, SUITE 900, NEW ORLEANS, LOUISIANA, BEFORE THE CLOSE OF BUSINESS ON THE FINAL FILING DATE.**

Job Bulletin

DELAY IN THE MAIL: The Department of City Civil Service cannot be responsible for failure of the applicant to receive an admission slip to an examination or for failure of the Department to receive material mailed by the applicant. Applicants should notify the Department of City Civil Service in writing of any address changes.

The minimum age limit is 18 years for any class of work requiring hard physical labor, operation of or proximity to hazardous machinery, exposure to hazardous chemicals, or participation in any other processes or procedures which are prohibited or limited by the Louisiana State Child Labor Law.

WORKING TEST PERIOD: The working test (probation) period for most positions in the classified service is six months unless otherwise specified. Any working test period may be extended to a maximum of one year at the request of the appointing authority. Positions in the Inspector General's Office, Fire Department, Mosquito Control and Police Department as well as all positions in the classes of Institutional Counselor II & III (original entrance), Librarian I-IV, Management Development Analyst I & II, and Management Development Specialist I & II (original entrance), require a one year working test period.

SUBSTANCE ABUSE TESTING: The City of New Orleans has a comprehensive program of substance abuse testing. Candidates for employment for certain positions where the health, welfare and/or safety of the public, co-workers and the individual employee is at risk will have to undergo pre-employment substance abuse screening. Candidates for all other original entrance positions will have to undergo an unannounced substance abuse screening during their working test period. For further information, see Civil Service Rule V, Section 9.

A **MEDICAL EXAMINATION** is required for all original entrance probationary appointments to ACTIVE classifications, and may be required for re-employment, promotions and/or transfers. A **MEDICAL SCREENING**, which may result in a medical examination, is required for all original entrance probationary appointments to non-active classifications.

GOOD MORAL CHARACTER is required of all applicants. Any applicant may be disqualified if his/her character or past employment record is found to be unsatisfactory as determined by the Department of City Civil Service. Forgery, misrepresentation of facts, or cheating on examinations is punishable by disqualification, fine and other penalties.

IMPORTANT: Applicants who are licensed to drive should have a current license on their person for purposes of identification during all phases of an examination. In lieu of such license, the Department of City Civil Service may require that applicants have some form of picture identification.

VETERANS PREFERENCE: On original entrance examinations, veterans (as defined in Article X, Section 10(2) of the Constitution of the State of Louisiana), disabled veterans, certain spouses and parents of veterans shall receive additional credit if claimed as provided on the Veterans Preference claim form which can be obtained in this office. To obtain credit, this form must be submitted with the required proof (at the minimum, a DD214) before the final filing date.

HIGH SCHOOL DIPLOMA AND GENERAL EQUIVALENCY DIPLOMA (GED) must be issued by a state Department of Education or an institution recognized by a state Department of Education. Certificates of completion, high school diplomas and GED from institutions not recognized by a state Department of Education, and high school diplomas from foreign countries are not acceptable.

ACCREDITED COLLEGES AND UNIVERSITIES: An accredited college or university is an institution that is accredited as a college or university by an organization that is recognized by the USDE (United States Department of Education). College diplomas from foreign countries will be accepted if the applicant submits a statement of educational equivalency from one of the evaluation services accepted by the Department of Civil Service. A list of the accepted evaluation services can be found on the National Association of Credential Evaluation Services (NACES) website (www.naces.org).

EXPERIENCE:
Applicants will not receive credit for unpaid work unless specified on the job announcement. Partial credit only will be given for related part time employment.
Civil Service reserves the right to determine which degrees, education, or other credentials are related or closely related.
Experience credit will be granted for related provisional appointments (Internal applicants).
PROFESSIONAL ADMINISTRATIVE EXPERIENCE: The Civil Service Department defines this experience as experience gained in a position that required a Bachelor's Degree upon entrance.

OFFERS OF EMPLOYMENT OR PROMOTION:
Prior to appointment, the hiring agency is required to verify education, driver's license, and/or professional licenses/certifications claimed by the applicant to qualify for this classification. If selected for hire, applicants must provide original documents of their qualifying credentials to the hiring agency prior to their start date in this job classification.
Offers of employment or promotion are required to be withdrawn for applicants who are found to have misrepresented their credentials during the application process.

Revised 1/91, 4/03, 7/05, 2/07, 8/10, 2/12, 8/15, 6/16, 1/17, 1/19.

OFFICIAL COMMENTS FROM CITY OF NEW ORLEANS

City of New Orleans Ordinance, §2-1120(8)(b) provides that a person or entity who is the subject of a report shall have 30 days to submit a written explanation or rebuttal of the findings before the report is finalized, and that such timely submitted written explanation or rebuttal shall be attached to the finalized report.

On February 18, 2022, the OIG distributed an Internal Review Copy of this report to the entities who were the subject of the audit so they would have an opportunity to comment on the report prior to the public release of this Final Report. The OIG received the City's comments on March 21, 2022. The OIG attached these comments to the report.

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

NORMAN L. WHITE
CHIEF FINANCIAL OFFICER

March 21, 2021

Inspector General Edward Michael
New Orleans Office of Inspector General
525 St. Charles Ave.
New Orleans, LA 70130

Dear Inspector General Michel,

Thank you for giving us the opportunity to review and comment on your report examining the BRASS Purchasing Controls Audit Report.

The City of New Orleans Finance Divisions of Procurement and Accounting are very encouraged by this major OIG report conducted on the BRASS ERP System. Not only did the implementation of BRASS mitigate 5 previous findings, but it also identified a few more areas that we are still configuring, to mitigate the remaining 5 findings. This report truly identifies the forward progress the Department of Finance has made to ensure the City of New Orleans has a world-class ERP system, which enables the community to receive payments in a more efficient & timely manner.

Recommendation # 1 (*The City should complete the BRASS role configuration and create a policies and procedures manual for the Purchasing and AP Departments that describe the duties and responsibilities for each role within the departments. ITI should also formally document its roles and responsibilities to ensure proper segregation of duties.*)

Response: The Department of Finance agrees to this finding. Although major components of the city' s ERP BRASS system have been implemented, we are currently adding several modules including projects, grants, and accounts receivables. Once these modules are completed, the Bureaus of Purchasing and Accounting, and the Office of Information Technology and Innovation will complete all appropriate policies. Our timeline is to have the remaining modules of Projects/Grants, and AR Module configured by the end of 2023, including all policies.

Recommendation # 2 (*The City should remove employees and inactive vendors from its vendor file. The City should also develop and document a vendor file maintenance policy which includes a regular interval for removing vendors from its vendor file.*)

Response: The Bureau of Purchasing agrees to this finding. The corrective action will consist of developing and implementing a vendor file maintenance policy by the end of 2022. The creation of said policy will be the result of efforts launched by the Bureau of Purchasing at the beginning of 2022 to review the supplier and vendor files as well as the file from the Office of Police Secondary Employment (OPSE). Reserve New Orleans Police officers (employees) who provide details under the Secondary Employment program managed by OPSE will remain part of the vendor file as the city uses purchase orders to pay their services.

DEPARTMENT OF FINANCE

CITY OF NEW ORLEANS

LATOYA CANTRELL
MAYOR

NORMAN L. WHITE
CHIEF FINANCIAL OFFICER

Recommendation # 3 (*The City should develop a policy to obtain Tax Clearance Authorization forms, every year, for multi-year contracts.*)

Response: The Department of Finance agrees to this finding. The corrective action will consist of developing and implementing a policy by the end of 2022. In addition, the Bureau of Purchasing will insert in city contracts a new provision requiring vendors to submit a new tax clearance form to the departments administering their contracts.

Recommendation # 4 (*The Purchasing Department should develop and document a formal policy to monitor departments' procurement to ensure compliance with Public Bid Law and other procurement policies.*)

Response: The Bureau of Purchasing has controls in place in BRASS to monitor procurement activities but agrees to strengthen the review of departments' activities below \$15,000 through its audit process. The corrective action consists of the audit of 2021 purchase orders that the said bureau conducted in January of this year. This audit step is memorialized in CAO Policy No. 24 for movables.

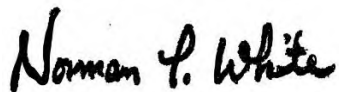
Recommendation # 5 (*The City should document its invoice payment terms and revise its invoice payment process to ensure all invoices are paid on or before the due date. If invoices are received late, the City should process the payment as soon as possible*)

Response: The City's Bureau of Accounting agree to this finding. The corrective action this division will immediately implement the following procedures: invoices paid on Tuesdays are pulled from the previous Thursday through Wednesday, and the invoices paid on Thursdays are pulled from Thursday through the following Monday; thus eliminating the late payment of invoices.

Thank you again for undertaking this review and for your continued support of these transformational reforms of purchasing and accounts payable functions in the City of New Orleans

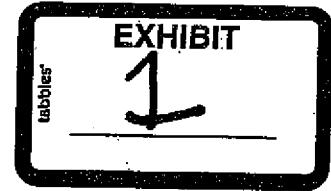
Should you have any questions or need additional information, please contact my office at 504-658-1500, or through email at norman.white@nola.gov.

Sincerely,



Norman L. White
Chief Financial Officer
City of New Orleans

STATE OF LOUISIANA
CITY OF NEW ORLEANS
THE COUNCIL OF THE CITY OF NEW ORLEANS



SUBPOENA
No. 2022-05

TO: Clifton Davis
Chief of Staff
Office of Mayor LaToya Cantrell
1300 Perdido Street
New Orleans, Louisiana 70112

Pursuant to Section 3-124 of the Home Rule Charter of the City of New Orleans and Section 2-57 of the Code of the City of New Orleans, and as more fully authorized by City Council Resolution R-22-201:

YOU ARE HEREBY COMMANDED to produce the documents and materials described in Exhibit A to the office of the Clerk of Council, 1300 Perdido Street, Room 1E09, New Orleans, Louisiana 70112, on or before 10:00 a.m. on Monday, May 23, 2022.

Pursuant to Section 2-57 of the City Code, Detective Al Walton, Jr., a commissioned peace officer, is hereby designated and authorized to serve this subpoena upon the person to whom it is directed.

BY ORDER OF THE COUNCIL OF THE CITY OF NEW ORLEANS

Date: May 9, 2022

Helena Moreno, President
New Orleans City Council

Date: 5/10/22

Lora W. Johnson
Clerk of Council

DISTRICT COURT
CIVIL

2022 JUN -1 PM 4:48

FILED

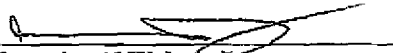
SERVICE INFORMATION

Received on the 10 day of MAY, 2022 and on the 10 day of MAY, 2022, the attached Subpoena was served the above-named party as follows:

 PERSONAL SERVICE on the party herein named.

X OTHER SERVICE on the party herein named by leaving the same at his place of business in the parish in the hands of Nicole Portocarrero, a person of suitable age and discretion, in said place of business, and whose name and other facts connected with the service, I learned by interrogating the said person, said party herein being absent from his place of business at the time of said service.

RETURNED: PARISH OF ORLEANS this 10 day of MAY, 2022.

BY: 
Detective Al Walton, Jr.

SUBPOENA EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa; and the past tense shall include the present tense where the clear meaning is not distorted. The term "or" shall mean "and" and vice-versa, as necessary to bring within the scope of the following document requests all information or documents that would be excluded absent this definition. The term "any" includes both "any" and "every."

2. "Agreement" means a contract, arrangement, or understanding, formal or informal, oral or written, between two or more persons.

3. "Communication" means any disclosure, transfer, or exchange of information, however made.

4. "Document" means any written, recorded, or graphic material of any kind, whether prepared by you or by any other person, that is in your possession, custody, or control. The term includes agreements; contracts; communications; letters; telegrams; inter-office communications; memoranda; reports; records; instructions; specifications; notes; notebooks; scrapbooks; diaries; plans; drawings; sketches; blueprints; diagrams; photographs; photocopies; charts; graphs; descriptions; drafts, whether or not they resulted in a final document; minutes of meetings, conferences, and telephone or other conversations or communications; calendar entries; recordings of meetings conducted electronically; invoices; purchase orders; bills of lading; recordings; published or unpublished speeches or articles; publications; transcripts of telephone conversations; phone mail; electronic-mail; text messages; ledgers; financial statements; microfilm; microfiche; tape or disc recordings; and computer print-outs.

The term "Document" also includes electronically stored data from which information can be obtained either directly or by translation through detection devices or readers; any such document is to be produced in a reasonably legible and usable form. The term "Document" includes all drafts of a document and all copies that differ in any respect from the original, including any notation, underlining, marking, or information not on the original. The term also includes information stored in, or accessible through, computer or other information retrieval

systems (including any computer archives or back-up systems), together with instructions and all other materials necessary to use or interpret such data compilations.

Without limitation on the term "control" as used in the preceding paragraph, a document is deemed to be in your control if you have the right to secure the document or a copy thereof from another person.

5. "Identify" means to state or to provide a statement of:

a. In the case of a person other than a natural person, its name, the address of its principal place of business (including ZIP code), its telephone number, and the name of its chief executive officer, as well as, if it has a person other than a natural person that ultimately controls it, that other person's name, the address of that person's principal place of business (including ZIP code), that other person's telephone number, and the name of that other person's chief executive officer;

b. In the case of a natural person, his or her name, business address and telephone number, employer, and title or position;

c. In the case of a communication, its date, type (e.g., telephone conversation or discussion), the place where it occurred, the identity of the person who made the communication, the identity of the person who received the communication, the identity of each other person when it was made, and the subject matter discussed;

d. In the case of a document, the title of the document, the author, the title or position of the author, the addressee, each recipient, the type of document, the subject matter, the date of preparation, and its number of pages; and

e. In the case of an agreement, its date, the place where it occurred, the identity of all persons who were parties to the agreement, the identity of each person who has knowledge of the agreement and all other persons present when it was made, and the subject matter of the agreement.

6. "Including" means "including but not limited to."

7. "Person" means any natural or juridical person, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, office, or other business or legal entity, whether private or governmental.

8. "Relating to" means referring to, with respect to, regarding, reflecting discussing, constituting, mentioning, pertaining to, alluding to, embodying, describing, supporting, corroborating, evidencing, showing, refuting, disputing, rebutting, controverting, contradicting, or associated with.

9. If you have no Documents responsive to one or more of the categories of Documents requested below, please indicate same.

PRODUCTION

1. Please produce all Documents relating to the City's "Wi-Fi for All," "Smart City," and "Advanced Broadband" initiatives, including any document relating to procurement activities, conversations with potential vendors, installation of facilities, and the development and scoping of the projects. Without limiting the generality of this request, your production should include all Communications, including emails, text messages, calendar entries, ZOOM recordings, and chats.

2. Please produce all Documents relating to RFP 1193, including any Document reflecting a Communication with any respondent or potential respondent.

3. Please produce all Documents and Communications with any employee or representative of Smart+Connected NOLA, JLC Infrastructure, Jacob's Engineering, Qualcomm, ConnectNOLA, and IGNITE Cities.

4. Please produce all Documents relating to a Communication with George Burciaga.

5. Please produce all Documents relating to a Communication with Anna Valencia.

6. Please produce all Documents relating to a Communication with Reyahd Kazmi.

7. Please identify all persons who assisted you in preparing your response to this Subpoena.

8. Please identify any Document withheld on the basis of privilege. In your privilege log, please state the nature of the privilege asserted and sufficient detail to support the assertion of same.

9. In the event your responded to this subpoena by performing an email query or by having someone perform a search on your behalf, please identify all search terms that you used to provide responsive records.

SUBPOENA EXHIBIT B
NEW ORLEANS CITY COUNCIL INVESTIGATION R-22-201
PROCUREMENT PRACTICES – MAYOR’S OFFICE OF UTILITIES
PROCEDURES FOR INVESTIGATORY HEARINGS

PREAMBLE

These procedures (“Procedures”) shall govern any public investigatory hearing conducted by the City Council pursuant to City Council Resolution R-22-201 (“Hearing”).

1. **Location and Dates.** Hearings shall take place in the Council Chambers at City Hall on dates and times to be selected by the President of the Council or upon motion of the City Council. Hearings shall be noticed in accordance with the Louisiana Open Meetings Law, La. Rev. Stat. § 42:11, *et seq.* Hearings may be conducted before the full Council or may be referred to an appropriate Council committee.
2. **Open Session/Executive Session.** Hearings shall be open to the public and the media. Lived and taped television and radio of coverage of all public portions of Hearings, including the questioning of witnesses, will be permitted. The Council reserves the right to conduct any portion of any Hearing in executive session, provided that the subject matter to be discussed in executive session is limited to the grounds enumerated in La. Rev. Stat. § 42:17.
3. **Recording and Transcription of Hearings.** All Hearings shall be recorded for public broadcast on government access television and on the Council’s website. Except for that portion of a Hearing that occurs in executive session, which shall be transcribed by a certified court reporter, the Council may, but need not, require transcription of any Hearing. Hearing transcripts shall be prepared, bound, certified, and delivered by the court reporter to the Council Research Officer for filing in the official archives of the City of New Orleans and with the archivist of the New Orleans Public Library. Transcripts of hearings occurring in executive session may be sealed to the extent permitted by law.
4. **Witnesses and Subpoenas.** The Clerk of Council, on the written request of the Council President or any three members of the Council, shall promptly issue subpoenas and subpoenas duces tecum (*i.e.*, requests for production of documents) in accordance with Resolution R-22-201 and City Code Section 2-57. A copy of these Procedures shall be appended to any subpoena issued

on or after April 27, 2022. Failure to timely comply with a subpoena shall be deemed contempt of Council, punishable in accordance with the Code of the City of New Orleans. Except as otherwise directed by the Council, all witnesses appearing before the Council shall appear pursuant to a subpoena.

5. Oaths. Any person appearing before the Council for the purpose of giving testimony and answering questions shall be required to swear or affirm that the proffered testimony is true and correct. Oaths may be administered by a certified court reporter if the Hearing is to be transcribed, and in all other cases by a notary public or other official qualified by law to administer oaths.

6. Interrogation of Witnesses. Witnesses may be interrogated by any member of the Council or by any duly authorized legal representative of the Council. No other person may interrogate any witness other than those expressly identified in this Section. The order of interrogation shall be determined by the presiding officer, as determined by the Rule 2 of the Rules and Regulations of the Council ("Presiding Officer"). A person authorized by this Section to interrogate witnesses may introduce any document into the record.

7. Right to Counsel. Any witness subpoenaed to appear or appearing before the Council shall have the right to be accompanied by counsel, including during executive session.

8. Introductory Statements. With the approval of the Council, any witness may read a three-minute introductory statement. Such written statement must be submitted to the Clerk of Council after least twenty-four hours in advance of the scheduled appearance by the witness. Failure to provide a written statement timely shall preclude any witness from making an opening statement.

9. Rules of Evidence. Hearings are fact-finding in nature, conducted pursuant to the Council's investigatory authority under Section 3-124 of the Home Rule Charter. Accordingly, the evidentiary rules generally applicable to proceedings in state and federal court shall not apply, including without limitation the rules regarding the competence, relevance, materiality, and/or admissibility of evidence and testimony, as well as the rules governing the form of questioning or the mode of testimony. This shall not preclude the Council, by motion, from incorporating or adopting evidentiary rules, as circumstances warrant.

10. Objections. Objections to the manner in which proceedings are conducted, to the propriety of a question, or to the use or introduction of any document may be raised by the witness, counsel for the witness, or any Councilmember. The Presiding Officer shall decide all objections in the first instance. A ruling of the Presiding Officer may be appealed to the full Council or, if applicable, to the full Committee by any Councilmember in accordance with Rule 20 of the Rules and Regulations of the Council.

11. Refusal to Answer. A witness may not refuse to answer any question unless the witness explicitly invokes his or her right against self-incrimination under the Fifth Amendment of the Constitution of the United States or Article I, Section 13 of the Louisiana Constitution. Failure to answer on any grounds, other than those enumerated in this Section, may be deemed contempt of the Council, punishable as set forth in the Code of the City of New Orleans. Failure to answer on any grounds, including those enumerated in this Section, shall give rise to an adverse inference that the witness lacks the qualifications to perform his or her duties; that the witness is incompetent to perform his or her duties; that the witness has neglected his or her duties; and/or that the witness has committed gross misconduct in reference to his or her duties.

12. Exclusivity of Rules. These Procedures shall govern all Hearings, except as otherwise expressly provided in the Home Rule Charter or the Code of the City of New Orleans. To the extent not inconsistent with these Procedures, Hearings will also be conducted in accordance with the general Rules and Regulations of the City Council. In the event of an express conflict between these Procedures and Council Rules and Regulations, these Procedures will control.

FILED
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CIVIL
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2022- 04895

DIV. " "

6

CLIFTON M. DAVIS, III, IN HIS CAPACITY AS CHIEF OF STAFF FOR THE OFFICE
OF MAYOR LATOYA CANTRELL

VERSUS

THE CITY COUNCIL OF NEW ORLEANS

FILED: _____

DEPUTY CLERK

**VERIFIED EX PARTE PETITION FOR TEMPORARY RESTRAINING ORDER,
PRELIMINARY INJUNCTION, PERMANENT INJUNCTION, MOTION FOR A
PROTECTIVE ORDER, AND/OR MOTION TO QUASH SUBPOENA DUCES TECUM**

NOW COMES, through undersigned counsel, Petitioner/Movant, Clifton M. Davis, III, in his capacity as the Chief of Staff for the Office of Mayor LaToya Cantrell, and respectfully petitions this Court for an *Ex Parte* Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, and/or moves to Quash Subpoena No. 2022-05 served on him as the Chief of Staff for the Office of Mayor LaToya Cantrell and for a Protective Order.¹

I.

Factual Background

1.

Petitioner/Movant, Clifton M. Davis, III ("Mr. Davis" or "Petitioner") is the Chief of Staff for the Office of Mayor LaToya Cantrell ("Mayor Cantrell"), having been appointed to that position by Mayor Cantrell on or about September 23, 2021. He also serves as Executive Counsel to Mayor Cantrell, having been appointed to that position on June 4th, 2018.

¹ Other members of the Mayor's administration who received subpoenas similar to the Subpoena issued by the City Council include Jonathan Rhodes, Director of the Office of Utilities; Christopher Wolff, City Hall IT Staffer; Emily Wolff, Director of Office of Youth and Families; Liana Elliott, Director of Policy and Government Operations; Arthur C. Walton, Director of Intergovernmental Relations; and Joshua Cox, Director of Strategic Initiatives. The arguments contained herein apply to them as well.

2.

As Mayor Cantrell's Chief of Staff,² Mr. Davis's duties include assisting the Mayor in oversight of various projects, departments, initiatives, and strategic planning.

3.

On May 10, 2022, at the request of the New Orleans City Council ("City Council"), Mr. Davis was served with Subpoena No. 2022-05 ("Subpoena") through Nicole Portocarrero, which Subpoena is attached as Exhibit "1."³

4.

By agreement, the original return date of the Subpoena was extended to May 31, 2022.

5.

Before the City Council issued the Subpoena, the New Orleans Office of the Inspector General, ("NOIG"), at the request of the City Council⁴, launched an investigation into Mayor Cantrell's administration of a city-wide WiFi contract aimed at providing WiFi to low income neighborhoods, known as "Smart Cities," pursuant to the NOIG's authority under Louisiana Revised Statutes § 33:193 and New Orleans City Code § 2-1120.⁵

6.

Pursuant to its investigation, the NOIG seized computers and other electronic devices, including cellular telephones, from the Mayor's staff.⁶

7.

The Subpoena issued by the City Council is impermissibly broad, burdensome, disproportional, and excessive in scope and seeks, among other things, production of "all Documents relating to the City's 'Wi-Fi for All,' 'Smart City,' and 'Advanced Broadband' initiatives, including any document relating to procurement activities, conversations with potential

² Because Mr. Davis's was served with Subpoena no. 2022-05 in his capacity as Chief of Staff for Mayor Cantrell, his duties as Mayor Cantrell's Executive Counsel are irrelevant; however, those duties do not confer upon him the authority to accept service on behalf of the Mayor or City or somehow make him the custodian of City records and documents.

³ See Exhibit 1, Subpoena Duces Tecum issued by City Council to Clifton Davis, Executive Chief of Staff

⁴ See Exhibit 2, Resolution No. R-22-203, April 22, 2022.

⁵ Matt Sledge, *New Orleans Inspector General Seizes Computer of City Hall Worker in "Smart City" Deal*, NOLA.COM, available at https://www.nola.com/news/politics/article_61a7cc94-d7b1-11ec-837d-db436626eb9f.html, (last accessed 5/31/2022).

⁶ See *id.*

vendors, installation of facilities, and the development and scoping of the projects;” “all Documents and Communications with any employee or representative of Smart+Connected NOLA, TLC Infrastructure, Jacob's Engineering, Qualcomm, ConnectNOLA, and IGNITE Cities;” and “All Documents related to Communications” with numerous individuals—whether or not those Communications related to the contracts at issue.⁷

8.

The Subpoena is duplicative in that it seeks many of the same documents that the NOIG sought from the Mayor and that may have been contained on the computers and electronic devices previously seized by the NOIG.

9.

Compliance with the Subpoena would unduly burden the Office of the Mayor by requiring compliance with duplicative investigations, which would interfere with Mayor’s executive staff’s duties as well as the effective administration of City government.

10.

This Temporary Restraining Order should issue before formal notice can be had because the administrative Subpoena issued by City Council is invalid under Louisiana law and the Mayor’s Executive Office will suffer irreparable harm if it is forced to comply with the Subpoena which is unreasonable, overly burdensome, and duplicative.⁸

11.

In addition to the Temporary Restraining Order, a Preliminary and Permanent Injunction hearing should be set to allow the City Council to show cause if any they can as to why the Preliminary and Permanent Injunctions should not be granted.

12.

⁷ See Exhibit 1, p. 5.

⁸ The Fourth Amendment considerations require an administrative subpoena to be “sufficiently limited in scope and specific in directive so that compliance will not be unreasonable, overbroad, or unduly burdensome.” *Mary Moe, LLC v. Louisiana Board of Ethics*, 03-2220, p. (La. 4/14/04); 875 So.2d 22, 30. Moreover, a plaintiff need not show irreparable harm to be entitled to a temporary restraining order where the injunction sought is prohibitory, i.e., where it restrains unconstitutional or unlawful conduct, such as the Subpoena. *Yokum v. Pat O’Brien’s Bar*, 2012-0217, p.9 (La. App. 4 Cir. 8/15/12); 99 So.3d 74, 81 (citing *Jurisich v. Jenkins*, 99-0076, p. 4 (La.10/19/99)); 749 So.2d 597, 599). Nevertheless, the Executive Office of the Mayor would still suffer irreparable harm if compelled to comply with the overly broad subpoena and would be impeded in the exercise of its executive functions.

Pursuant to Louisiana Revised Statutes § 13:4581, the City is exempt from posting bond.⁹

II.

Law and Argument

I. The subpoena issued by the City Council is duplicative and poses a great risk of interfering with the “operational independence” of the NOIG.

This Court should grant a temporary restraining order or, in the alternative, quash Subpoena No. 2022-05¹⁰ or enter a protective order because it is unduly burdensome, overly broad in scope, and disproportionate to the needs of the City Council. The investigation is unnecessary, duplicative, and conflicts with the NOIG’s ongoing investigation concerning the *same* subject matter—which the City Council itself authorized.¹¹ Indeed, the City Council voted for the NOIG to investigate these issues in a resolution on April 27, 2022.¹² City Code § 2-1120(b) provides that “the office of inspector general shall be at all times operationally independent from the legislative and executive branches of the city government, including the Council of the City of New Orleans.” New Orleans City Code § 2-1120(b)(1) defines “operationally independent” as “not prevented, impaired, or prohibited from initiating, carrying out, or completing any audit, investigation, inspection or performance review.” An investigation, which concludes with a report issued by the NOIG, may result in a decision in charging the subject of the investigation which ethical violations or even criminal charges.¹³ Louisiana courts have held that even statutorily granted, administrative subpoena powers are limited where those subpoenas would potentially interfere with a pending investigation by an entity authorized to investigate criminal activity.¹⁴

⁹ La. Rev. Stat. § 13:4581 provides that “[t]he state, state agencies, political subdivisions, parish, and municipal boards or commissions exercising public power and functions, sheriffs, sheriffs’ departments, and law enforcement districts, the Louisiana Insurance Guaranty Association, the Louisiana Citizens Property Insurance Corporation, and the Patient’s Compensation Fund, or any officer or employee thereof, shall not be required to furnish any appeal bond or any other bond in any judicial proceedings instituted by or brought against them, that arise from activities within the scope and course of their duties and employment.”

¹⁰ See Exhibit 1.

¹¹ See Exhibit 2, Resolution No. R-22-203, April 22, 2022.

¹² See *id.*

¹³ See New Orleans City Code § 2-1120(2), (8) (c)-(d).

¹⁴ Cf. *Louisiana State Bd. Of Nursing v. Gautreaux*, 2009-1758, p.11 (La. App. 1 Cir. 6/11/10); 39 So.3d 806, 815 (holding that subpoena issued by nursing board unreasonably interfered with district attorney’s ongoing criminal investigation. The OIG is authorized to investigate ethical violations as well as potentially-criminal conduct in conjunction with the district attorney under New Orleans City Code section 8(c)).

Here, the City Council effectively ceded the authority to investigate the contracts at issue when it passed a resolution to direct NOIG to investigate. The City Council does not need to conduct its own investigation or obtain the very same information that the NOIG has the ability to obtain. Further, requiring members of the Mayor's Administration to comply with two simultaneous and duplicative investigations—one of which requires some investigative work to remain confidential and one of which is intended to be addressed at a public meeting¹⁵—has the potential to contravene the NOIG's operational independence and would interfere with the Mayor's administration's execution of their executive duties.

II. The Subpoena issued by the City Council is unduly burdensome, disproportionate to the Council's needs, duplicative, and insufficiently limited in scope.

Trial courts are granted broad discretion in issuing protective orders, and the Louisiana Supreme Court has deemed it proper “to exercise the effective control afforded to [the courts]” to issue protective orders “to prevent oppression, imposition and abuse.”¹⁶ “Whenever it is urged that the unrestricted use of the discovery process may result in undue hardship . . . the trial judge should resolve all reasonable doubts in favor of the party against whom it is invoked and liberally apply the protective devices authorized by [the Louisiana Code of Civil Procedure].”¹⁷ Indeed, protective orders are used to enforce the maxim that discovery “must not be conducted without regard to the rights of the party against whom it is invoked to be protected against undue hardship, loss or damage.”¹⁸

Moreover, the Louisiana Supreme Court has held that the Fourth Amendment requires administrative subpoenas to be “sufficiently limited in scope and specific in directive so that compliance will not be unreasonable, overbroad, or unduly burdensome.”¹⁹ An administrative subpoena is only valid where “the conditions under which production of records is ordered are not unreasonable.”²⁰

¹⁵ LA. REV. STAT. § 33:9614.

¹⁶ See *Nicholson v. Holloway Planting Co., Inc.*, 284 So. 2d 898, 903 (La. 1973) (citing LA. CODE CIV. PROC. art. 1452 (1973), the predecessor to current LA. CODE CIV. PROC. art. 1426).

¹⁷ *Bianchi v. Pattison Pontiac Co.*, 258 So. 2d 388, 390 (La. App. 4 Cir. 1972) (citing LA. CODE CIV. PROC. art. 1452 (1973), the predecessor to current LA. CODE CIV. PROC. art. 1426).

¹⁸ See *Ward v. Tenneco Oil Co.*, 564 So. 2d 814, 822 (La. App. 3 Cir. 1990) (prohibiting discovery of overbroad interrogatory that requested identification of “each and every person contacted, interviewed, or consulted” by defendant during a complex multi-billion-dollar transaction).

¹⁹ *Mary Moe, LLC v. Louisiana Bd. of Ethics*, 03-2220, p. (La. 4/14/04); 875 So.2d 22, 30.

²⁰ *Id.*

Louisiana state and federal courts routinely quash or enjoin the enforcement of broad-sweeping subpoenas such as the Subpoena issued by City Council.²¹ In *Thomas v. Weatherford*, the Fourth Circuit quashed a subpoena that requested *all documents* and manuals concerning the sale, operation, maintenance and design of a water-blasting machine and all documents concerning complaints, design defects, safety defects, or accidents relating to the machine on grounds that request was extremely broad and cumbersome.²² The Fourth Circuit agreed with the trial court's refusal to require production of the requested information based on its overbreadth and the fact that a "short period of time was given in which the defense had to comply."²³

Here, the City Council issued the Subpoena on May 10—a little over two weeks before the extended May 31 return date—and the Subpoena includes broad-sweeping requests, such as "all documents related to the City's 'Wifi for All,' 'Smart City,' and 'Advanced Broadband,' initiatives, including any document related to procurement activities, conversations with potential vendors, installation of facilities, and the development and scoping of the projects," and "all Communications, including emails, text messages, calendar entries, ZOOM recordings, and chats."²⁴ The Subpoena also requests several additional categories of documents such as "all Communications" with three individuals without limiting the scope of those requests even to the projects at issue. In other words, the Council demand all communications with these people regardless of the subject. The Council also seeks all documents, without limitation, "related to RFP 1193."²⁵

Indeed, the definition of "document" itself, which covers nearly a page, makes the Subpoena overly broad, including even "telegrams," "scrapbooks," "bills of lading," and

²¹ See *Peyton Place, Condominium Assocs., Inc. v. Guastella*, 08-365, p.28 (La. App. 5 Cir. 5/29/09); 18 So.3d 132, 151 (quashing a subpoena requesting tax returns, documents evidencing credits between the defendant and his associated entities, documents reflecting the various sales of the party room and recreation room, documents pertaining to a case filed by the defendant in federal court, and various other documents); *Butler v. Craft*, 1:16-01158, 2017 WL 1429896, at*5-6 (W.D. La. April 19, 2017) (granting a motion for a protective order and quashing a subpoena issued to the mayor of Vidalia's former employer, in part, because the 564 responsive records were disproportional to the needs of the case and burdensome). Although there is little jurisprudence on the standards applied to subpoenas issued by the City Council, the Court should apply either the rules regarding jurisprudentially-issued subpoenas or the laws applicable to administrative subpoenas, given the lack of a pending judicial proceeding and judicial oversight and the Council's otherwise unfettered ability to request information

²² *Thomas v. Weatherford*, 463 So.2d 751, 753 (La. App. 4 Cir. 1985).

²³ *Id.* at 752.

²⁴ See Exhibit 1, p.3.

²⁵ See Exhibit 1, p.3.

“microfiche”²⁶ as well as “unpublished speeches or articles.”²⁷ The Council did not issue the Subpoena under “the conditions under which production of records” would be reasonable as required by Louisiana law.²⁸ In short, the Subpoena is simply beyond the pale of reasonableness and good faith. As such, the Subpoena is invalid and improper, and this Court should quash it and/or grant a protective order reflecting same.

WHEREFORE, Petitioner/Movant Clifton Davis prays that this Court issue injunctive relief as follows:

- (A) A Temporary Restraining Order, without posting bond pursuant to Louisiana Revised Statutes § 13:4581, preventing Defendant from enforcing Subpoena No. 2022-05 served on Clifton Davis, III, as the Chief of Staff for the Office of Mayor LaToya Cantrell in its entirety²⁹;
- (B) A Preliminary and Permanent Injunction issue preventing Defendant from enforcing Subpoena No. 2022-05 served on Clifton Davis, III, as the Chief of Staff for the Office of Mayor LaToya Cantrell in its entirety;
- (C) The Court’s Orders remain in full force and effect until such time as the Court specifically orders otherwise;
- (D) Alternatively, and for all the above reasons, grant his Motion to Quash Subpoena No. 2022-05 served on Clifton Davis, III, as the Chief of Staff for the Office of Mayor LaToya Cantrell and/or Motion for a Protective Order;

Any other equitable relief the nature of this case will allow.

²⁶ See Exhibit 1, p.3.

²⁷ See Exhibit 1, p.3.

²⁸ *Louisiana State Bd. of Nursing v. Gautreaux*, 2009-1758, p.9-10 (La. App. 1 Cir. 6/11/10); 39 So.3d 806, 815 (citing *Mary Moe, LLC v. Louisiana Bd. of Ethics*, 03-2220, p. (La. 4/14/04); 875 So.2d 22, 30).

²⁹ See Exhibit 1.

Respectfully submitted,



JAMES M. GARNER # 19589

PETER L. HILBERT, JR. #6875

DEBRA J. FISCHMAN # 5578

JOSHUA S. FORCE #21975

STEPHANIE T. WARTELLE #40095

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ATTORNEYS FOR PETITIONER/MOVER

FILED
2022 JUN - 1 PM 4: 08
CIVIL DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO.

DIVISION “ ”

CLIFTON M. DAVIS, III, IN HIS CAPACITY AS CHIEF OF STAFF FOR THE OFFICE
OF MAYOR LATOYA CANTRELL

VERSUS

CARLA MICHEL AND CORPORATE LEGAL COUNSEL, LLC

FILED: _____

DEPUTY CLERK

TEMPORARY RESTRAINING ORDER

Considering the foregoing *Ex Parte* Petition for Temporary Restraining Order, Hearing, and Preliminary Injunction (“Petition”) and Motion to Quash and/or Motion for a Protective Order (“Motion”) filed by Plaintiff; and

Considering that a temporary restraining order may be issued in this matter without notice and a hearing because immediate and irreparable injury, loss, or damage will result to Plaintiff before the adverse party or its counsel can be heard in opposition or because such a finding is not necessary,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff’s *Ex Parte* Petition for Temporary Restraining Order is **GRANTED** as stated herein.

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant, The City Council of New Orleans, until further order from this Court is prohibited from enforcing Subpoena No. 2022-05 served upon Clifton M. Davis, III in its entirety;

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff is exempt from posting bond pursuant to Louisiana Revised Statutes section 13:481;

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that this Temporary Restraining Order shall remain in full force and effect for 10 days unless otherwise extended; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant shall appear and show cause on the _____ day of _____, 2022, at _____:_____ AM/PM why Plaintiff's request for a preliminary injunction and Plaintiff's Motion to Quash and/or Motion for a Protective Order should not be granted.

SO ORDERED, ADJUDGED, AND DECREED, New Orleans, Louisiana, this _____ day of _____, 2022 at _____:_____ AM/PM.

JUDGE

SHERIFF PLEASE ISSUE A CITATION OF SERVICE AND SERVE PLAINTIFF'S EX PARTE PETITION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, PERMANENT INJUNCTION, AND TEMPORARY RESTRAINING ORDER ON

New Orleans City Council, c/o, Helena Moreno
President of City Council
City Hall, Room 2W40
1300 Perdido Street
New Orleans, LA 70112

FILED
2022 JUN -1 PM 4:48
CIVIL
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO. 2022-_____

DIV. "____"

CLIFTON M. DAVIS, III, IN HIS CAPACITY AS CHIEF OF STAFF FOR THE OFFICE
OF MAYOR LATOYA CANTRELL

VERSUS

THE CITY COUNCIL OF NEW ORLEANS

FILED: _____

DEPUTY CLERK

AFFIDAVIT AND VERIFICATION

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, Notary Public, personally came and appeared:

CLIFTON M. DAVIS, III

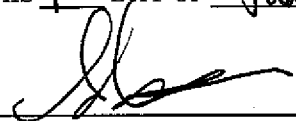
Who, after being duly sworn did depose and state that:

- 1) I am a person of the full of age of majority and reside in the Parish of Orleans, State of Louisiana.
- 2) I am the Chief of Staff for the Office of Mayor LaToya Cantrell ("Mayor Cantrell"), having been appointed to that position by Mayor Cantrell on or about September 23, 2021.
- 3) I also serve as Executive Counsel to Mayor Cantrell, having been appointed to that position sometime during the first week of June 2018.
- 4) I have read the Verified *Ex Parte* Petition for Temporary Restraining Order, Hearing, Preliminary and Permanent Injunction, and in the alternative, Motion to Quash Subpoena and for Protective Order, and the facts alleged therein are true and correct to the best of my personal knowledge, information, and belief.

Signature and Jurat on following page


CLIFTON M. DAVIS, III

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 1st DAY OF June, 2022

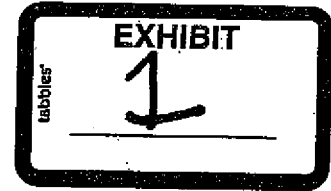


NOTARY PUBLIC

Stephanie Warkelle, bar roll 40095

PRINT NAME

MY COMMISSION EXPIRES: life



STATE OF LOUISIANA
CITY OF NEW ORLEANS
THE COUNCIL OF THE CITY OF NEW ORLEANS

SUBPOENA
No. 2022-05

TO: Clifton Davis
Chief of Staff
Office of Mayor LaToya Cantrell
1300 Perdido Street
New Orleans, Louisiana 70112

Pursuant to Section 3-124 of the Home Rule Charter of the City of New Orleans and Section 2-57 of the Code of the City of New Orleans, and as more fully authorized by City Council Resolution R-22-201:

YOU ARE HEREBY COMMANDED to produce the documents and materials described in Exhibit A to the office of the Clerk of Council, 1300 Perdido Street, Room 1E09, New Orleans, Louisiana 70112, on or before 10:00 a.m. on Monday, May 23, 2022.

Pursuant to Section 2-57 of the City Code, Detective Al Walton, Jr., a commissioned peace officer, is hereby designated and authorized to serve this subpoena upon the person to whom it is directed.

BY ORDER OF THE COUNCIL OF THE CITY OF NEW ORLEANS

Date: May 9, 2022

Helena Moreno, President
New Orleans City Council

Date: 5/10/22

Lora W. Johnson
Clerk of Council

DISTRICT COURT
CIVIL

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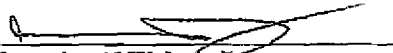
SERVICE INFORMATION

Received on the 10 day of MAY, 2022 and on the 10 day of MAY, 2022, the attached Subpoena was served the above-named party as follows:

 PERSONAL SERVICE on the party herein named.

X OTHER SERVICE on the party herein named by leaving the same at his place of business in the parish in the hands of Nicole Portocarrero, a person of suitable age and discretion, in said place of business, and whose name and other facts connected with the service, I learned by interrogating the said person, said party herein being absent from his place of business at the time of said service.

RETURNED: PARISH OF ORLEANS this 10 day of MAY, 2022.

BY: 
Detective Al Walton, Jr.

SUBPOENA EXHIBIT A

DEFINITIONS AND INSTRUCTIONS

1. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa; and the past tense shall include the present tense where the clear meaning is not distorted. The term "or" shall mean "and" and vice-versa, as necessary to bring within the scope of the following document requests all information or documents that would be excluded absent this definition. The term "any" includes both "any" and "every."

2. "Agreement" means a contract, arrangement, or understanding, formal or informal, oral or written, between two or more persons.

3. "Communication" means any disclosure, transfer, or exchange of information, however made.

4. "Document" means any written, recorded, or graphic material of any kind, whether prepared by you or by any other person, that is in your possession, custody, or control. The term includes agreements; contracts; communications; letters; telegrams; inter-office communications; memoranda; reports; records; instructions; specifications; notes; notebooks; scrapbooks; diaries; plans; drawings; sketches; blueprints; diagrams; photographs; photocopies; charts; graphs; descriptions; drafts, whether or not they resulted in a final document; minutes of meetings, conferences, and telephone or other conversations or communications; calendar entries; recordings of meetings conducted electronically; invoices; purchase orders; bills of lading; recordings; published or unpublished speeches or articles; publications; transcripts of telephone conversations; phone mail; electronic-mail; text messages; ledgers; financial statements; microfilm; microfiche; tape or disc recordings; and computer print-outs.

The term "Document" also includes electronically stored data from which information can be obtained either directly or by translation through detection devices or readers; any such document is to be produced in a reasonably legible and usable form. The term "Document" includes all drafts of a document and all copies that differ in any respect from the original, including any notation, underlining, marking, or information not on the original. The term also includes information stored in, or accessible through, computer or other information retrieval

systems (including any computer archives or back-up systems), together with instructions and all other materials necessary to use or interpret such data compilations.

Without limitation on the term "control" as used in the preceding paragraph, a document is deemed to be in your control if you have the right to secure the document or a copy thereof from another person.

5. "Identify" means to state or to provide a statement of:

a. In the case of a person other than a natural person, its name, the address of its principal place of business (including ZIP code), its telephone number, and the name of its chief executive officer, as well as, if it has a person other than a natural person that ultimately controls it, that other person's name, the address of that person's principal place of business (including ZIP code), that other person's telephone number, and the name of that other person's chief executive officer;

b. In the case of a natural person, his or her name, business address and telephone number, employer, and title or position;

c. In the case of a communication, its date, type (e.g., telephone conversation or discussion), the place where it occurred, the identity of the person who made the communication, the identity of the person who received the communication, the identity of each other person when it was made, and the subject matter discussed;

d. In the case of a document, the title of the document, the author, the title or position of the author, the addressee, each recipient, the type of document, the subject matter, the date of preparation, and its number of pages; and

e. In the case of an agreement, its date, the place where it occurred, the identity of all persons who were parties to the agreement, the identity of each person who has knowledge of the agreement and all other persons present when it was made, and the subject matter of the agreement.

6. "Including" means "including but not limited to."

7. "Person" means any natural or juridical person, corporation, company, partnership, joint venture, firm, association, proprietorship, agency, board, authority, commission, office, or other business or legal entity, whether private or governmental.

8. "Relating to" means referring to, with respect to, regarding, reflecting discussing, constituting, mentioning, pertaining to, alluding to, embodying, describing, supporting, corroborating, evidencing, showing, refuting, disputing, rebutting, controverting, contradicting, or associated with.

9. If you have no Documents responsive to one or more of the categories of Documents requested below, please indicate same.

PRODUCTION

1. Please produce all Documents relating to the City's "Wi-Fi for All," "Smart City," and "Advanced Broadband" initiatives, including any document relating to procurement activities, conversations with potential vendors, installation of facilities, and the development and scoping of the projects. Without limiting the generality of this request, your production should include all Communications, including emails, text messages, calendar entries, ZOOM recordings, and chats.

2. Please produce all Documents relating to RFP 1193, including any Document reflecting a Communication with any respondent or potential respondent.

3. Please produce all Documents and Communications with any employee or representative of Smart+Connected NOLA, JLC Infrastructure, Jacob's Engineering, Qualcomm, ConnectNOLA, and IGNITE Cities.

4. Please produce all Documents relating to a Communication with George Burciaga.

5. Please produce all Documents relating to a Communication with Anna Valencia.

6. Please produce all Documents relating to a Communication with Reyahd Kazmi.

7. Please identify all persons who assisted you in preparing your response to this Subpoena.

8. Please identify any Document withheld on the basis of privilege. In your privilege log, please state the nature of the privilege asserted and sufficient detail to support the assertion of same.

9. In the event your responded to this subpoena by performing an email query or by having someone perform a search on your behalf, please identify all search terms that you used to provide responsive records.

SUBPOENA EXHIBIT B

NEW ORLEANS CITY COUNCIL INVESTIGATION R-22-201
PROCUREMENT PRACTICES – MAYOR’S OFFICE OF UTILITIES
PROCEDURES FOR INVESTIGATORY HEARINGS

PREAMBLE

These procedures (“Procedures”) shall govern any public investigatory hearing conducted by the City Council pursuant to City Council Resolution R-22-201 (“Hearing”).

1. Location and Dates. Hearings shall take place in the Council Chambers at City Hall on dates and times to be selected by the President of the Council or upon motion of the City Council. Hearings shall be noticed in accordance with the Louisiana Open Meetings Law, La. Rev. Stat. § 42:11, *et seq.* Hearings may be conducted before the full Council or may be referred to an appropriate Council committee.
2. Open Session/Executive Session. Hearings shall be open to the public and the media. Lived and taped television and radio of coverage of all public portions of Hearings, including the questioning of witnesses, will be permitted. The Council reserves the right to conduct any portion of any Hearing in executive session, provided that the subject matter to be discussed in executive session is limited to the grounds enumerated in La. Rev. Stat. § 42:17.
3. Recording and Transcription of Hearings. All Hearings shall be recorded for public broadcast on government access television and on the Council’s website. Except for that portion of a Hearing that occurs in executive session, which shall be transcribed by a certified court reporter, the Council may, but need not, require transcription of any Hearing. Hearing transcripts shall be prepared, bound, certified, and delivered by the court reporter to the Council Research Officer for filing in the official archives of the City of New Orleans and with the archivist of the New Orleans Public Library. Transcripts of hearings occurring in executive session may be sealed to the extent permitted by law.
4. Witnesses and Subpoenas. The Clerk of Council, on the written request of the Council President or any three members of the Council, shall promptly issue subpoenas and subpoenas duces tecum (*i.e.*, requests for production of documents) in accordance with Resolution R-22-201 and City Code Section 2-57. A copy of these Procedures shall be appended to any subpoena issued

on or after April 27, 2022. Failure to timely comply with a subpoena shall be deemed contempt of Council, punishable in accordance with the Code of the City of New Orleans. Except as otherwise directed by the Council, all witnesses appearing before the Council shall appear pursuant to a subpoena.

5. Oaths. Any person appearing before the Council for the purpose of giving testimony and answering questions shall be required to swear or affirm that the proffered testimony is true and correct. Oaths may be administered by a certified court reporter if the Hearing is to be transcribed, and in all other cases by a notary public or other official qualified by law to administer oaths.
6. Interrogation of Witnesses. Witnesses may be interrogated by any member of the Council or by any duly authorized legal representative of the Council. No other person may interrogate any witness other than those expressly identified in this Section. The order of interrogation shall be determined by the presiding officer, as determined by the Rule 2 of the Rules and Regulations of the Council ("Presiding Officer"). A person authorized by this Section to interrogate witnesses may introduce any document into the record.
7. Right to Counsel. Any witness subpoenaed to appear or appearing before the Council shall have the right to be accompanied by counsel, including during executive session.
8. Introductory Statements. With the approval of the Council, any witness may read a three-minute introductory statement. Such written statement must be submitted to the Clerk of Council after least twenty-four hours in advance of the scheduled appearance by the witness. Failure to provide a written statement timely shall preclude any witness from making an opening statement.
9. Rules of Evidence. Hearings are fact-finding in nature, conducted pursuant to the Council's investigatory authority under Section 3-124 of the Home Rule Charter. Accordingly, the evidentiary rules generally applicable to proceedings in state and federal court shall not apply, including without limitation the rules regarding the competence, relevance, materiality, and/or admissibility of evidence and testimony, as well as the rules governing the form of questioning or the mode of testimony. This shall not preclude the Council, by motion, from incorporating or adopting evidentiary rules, as circumstances warrant.

10. Objections. Objections to the manner in which proceedings are conducted, to the propriety of a question, or to the use or introduction of any document may be raised by the witness, counsel for the witness, or any Councilmember. The Presiding Officer shall decide all objections in the first instance. A ruling of the Presiding Officer may be appealed to the full Council or, if applicable, to the full Committee by any Councilmember in accordance with Rule 20 of the Rules and Regulations of the Council.

11. Refusal to Answer. A witness may not refuse to answer any question unless the witness explicitly invokes his or her right against self-incrimination under the Fifth Amendment of the Constitution of the United States or Article I, Section 13 of the Louisiana Constitution. Failure to answer on any grounds, other than those enumerated in this Section, may be deemed contempt of the Council, punishable as set forth in the Code of the City of New Orleans. Failure to answer on any grounds, including those enumerated in this Section, shall give rise to an adverse inference that the witness lacks the qualifications to perform his or her duties; that the witness is incompetent to perform his or her duties; that the witness has neglected his or her duties; and/or that the witness has committed gross misconduct in reference to his or her duties.

12. Exclusivity of Rules. These Procedures shall govern all Hearings, except as otherwise expressly provided in the Home Rule Charter or the Code of the City of New Orleans. To the extent not inconsistent with these Procedures, Hearings will also be conducted in accordance with the general Rules and Regulations of the City Council. In the event of an express conflict between these Procedures and Council Rules and Regulations, these Procedures will control.



RESOLUTION

NO. R- 22-203

CITY HALL: April 27, 2022

BY: COUNCILMEMBERS MORENO, MORRELL AND GREEN

WHEREAS, the New Orleans City Council ("Council") recently launched an investigation into the Advanced Broadband and Smart City Systems Request for Proposals No. 1193 ("RFP") awarded to Smart + Connected NOLA to review potential quid pro quos or contract rigging by City employees; and

WHEREAS, the Council learned the Mayor's Office plans to move forward with a one-year Cooperative Endeavor Agreement ("CEA") to advance the smart cities project instead of a multi-year CEA with Council approval; and

WHEREAS, this revealed additional information of other one-year CEAs that may be questionable including a CEA that sends public funding to Forward Together New Orleans; NOW THEREFORE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council requests the New Orleans Office of Inspector General ("OIG") investigate any potential ethical or other improper actions by City employees in the procurement of the advanced broadband and smart cities RFP awarded to Smart + Connected NOLA; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Council also requests the OIG investigate monies being awarded to nongovernmental agencies through one-year CEAs including public monies diverted to Forward Together New Orleans; and

BE IT FURTHER RESOLVED, That the Clerk of Council is directed to transmit a copy of this resolution to the Mayor of the City of New Orleans and the New Orleans Office of Inspector General.

THE FOREGOING RESOLUTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE RESOLUTION WAS ADOPTED.

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