

**REQUEST FOR PROPOSAL
FOR EXECUTIVE SEARCH
SERVICES
NEW ORLEANS BUSINESS ALLIANCE**

RFP # C2400



**NEW ORLEANS
BUSINESS ALLIANCE**

CULTURE. EQUITY. PROSPERITY.

**New Orleans Business Alliance
1250 Poydras Street
Suite 2150
New Orleans, LA
(504) 934-4500**

**REQUEST FOR PROPOSAL
FOR EXECUTIVE SEARCH SERVICES
FOR NEW ORLEANS BUSINESS ALLIANCE**

RFP #C2400

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PUBLIC NOTICE

**New Orleans Business Alliance,
New Orleans, Louisiana**

**REQUEST FOR PROPOSAL
EXECUTIVE SEARCH SERVICES**

RFP # C2400

A public-private partnership, the New Orleans Business Alliance (“NOLABA”) is the official economic development organization for the City of New Orleans. One of the few accredited economic development organizations worldwide, the New Orleans Business Alliance was formed in 2010 through a coalition of business and civic leaders to employ the best practices in economic development to position New Orleans as the ideal intersection of commerce and culture. As the official economic development partnership for New Orleans and the hub of its business community, our goal is to continue to show the world that New Orleans is the best American city for business investment, quality of life and inclusive economic opportunity.

Notice is hereby given that responses to a Request for Proposal for Executive Search Services will be received by NOLABA located at 1250 Poydras St., Ste. 2150, New Orleans, LA, 70113 until 2:00 pm, central time, Wednesday, May 31, 2023.

For more information send name, address, and email address to Kat Milligan at kmilligan@nolaba.org.

NOLABA reserves the right to accept or reject any and all items or portions of items received.

Louis David Interim
President & CEO

I. THE STATEMENT OF PROPOSAL

The contract awarded by the New Orleans Business Alliance (“NOLABA”) pursuant to this Request for Proposal (“RFP”) shall be for Executive Search Services to NOLABA. RFP respondents are hereby notified that a complete statement of proposal shall consist of the following: acknowledgment of any amendments, a completed and signed Respondent’s Guarantees, Respondent’s Warranties, and Non-Collusion Statement (Appendices A, B and C); Certificates of Insurance; resumes, curriculum vitae, or biographies of staff proposed to provide services to NOLABA; the contact info of the firm’s proposed engagement director; brief description of plan for servicing NOLABA’s needs as described in the Scope of Services, including staff assignments; and responsibilities; a description of the firm, firm history and client list; client references and contact info; at least five (5) examples of prior engagements; at least three (3) prior client references and their contact info; and fee schedules. Should a respondent fail to furnish a complete statement of proposal, as determined by NOLABA, the statement of qualifications may be rejected. Additionally, should a respondent take exception to the requirements or specifications as provided herein, without prior NOLABA approval, its statement of qualifications shall be rejected. Statements of Qualifications shall be delivered or mailed to: NOLABA, 1250 Poydras Street, Suite 2150, New Orleans, Louisiana, 70113, Attn: RFP# C2400 Statements of Proposal not received in the office at the address noted above by the deadline for receipt of statements of qualifications shall be rejected.

II. SCOPE OF WORK

1. GENERAL SCOPE OF WORK

The NOLABA requests that the responding firm provide executive search services regarding employee recruitment pertaining to NOLABA. The firm shall be responsible and specifically directed to address issues including but not limited to the following on an as needed basis:

1. Assist NOLABA to develop a job description, strategy, and process for carrying out the recruitment of a President/CEO, including outreach to encourage applicants from diverse backgrounds to apply.
2. Conduct two (2) public meetings in an effort to gather citizen input into the selection process.
3. Engage in meetings with the NOLABA staff and/or Board members to gather input regarding the needs of the Organization as it relates to the next CEO.
4. Identify potential contacts and conduct personal outreach recruiting to include posting the

position through national channels. Assist NOLABA in preparing and placing advertisements for the position in appropriate industry job services.

5. Review resumes for background and qualifications followed by telephone and/or video interviews to clarify each applicant's experience and to prepare a written summary of 10 to 15 candidates with the most promising qualifications for the position.
6. Evaluate candidates for serious considerations (five to six candidates) by conducting in-depth reference checks with individuals who are or have been in a position to evaluate the candidate's performance on the job. Through these reference checks, ascertain the candidate's strength in personal dimensions identified by the job description as well as the contractor's interviews with stakeholders.
7. Finalize and participate in a process with NOLABA for interviews and coordinate candidates' participation in interviews.
8. Debrief with NOLABA following interviews and identify additional candidates if necessary.
9. Verify selected candidates' educational background, and conduct criminal, financial, media and civil litigation checks.
10. In the event politically sensitive or potentially embarrassing issues arise from the candidate's background, conduct in-depth interviews with the principal parties to clarify the event and clearly present to NOLABA a picture of the event.
11. Notify rejected applicants.
12. In the event that the selected candidate leaves employment with NOLABA before a period of one year, an additional recruitment and selection process will be conducted at no cost to NOLABA.

GENERAL INSTRUCTIONS

1. DEFINITIONS

- A. "RFP" shall refer to the entire set of documents associated with this Request for Qualifications including but not limited to these Specifications, the Respondent's Guarantees, the Respondent's Warranties, the Non-Collusion Statement, and the Contract for Legal Services as well as any addenda to the aforementioned.
- B. "NOLABA" shall refer to the entity known as New Orleans Business Alliance and, where the context speaks of approval of NOLABA, such approval is understood to be manifested by authorization of New Orleans Business Alliance or its duly authorized representatives.
- C. "Contractor" shall refer to the respondent selected by NOLABA to provide the services set forth herein.
- D. "Contract" shall refer to the contract for the services set forth herein as executed between the Contractor and NOLABA pursuant to the RFP and the Contractor's Statement of Proposal.
- E. "Change Order" shall refer to any written modification of the Contract signed NOLABA and the Contractor.

2. STATEMENTS OF PROPOSAL

Statements of Proposal will be received at the office of NOLABA, 1250 Poydras St., Suite 2150, New Orleans, Louisiana 70113, until the 31st day of May 2018, at 2:00 p.m. Central Time.

3. QUOTATION PERIOD

All fee schedules must remain valid until NOLBA executes the Contract for the services herein, but this period shall not exceed 120 days from the statement of proposal due date.

4. GUARANTEE

Each RFP respondent must submit a fully completed and executed Respondent's Guarantee, attached hereto, and made part hereof as Appendix "A".

5. WARRANTY REQUIRED

Each respondent must submit a fully completed warranty, attached hereto, and made part hereof as Appendix "B". NOLABA reserves the right to disqualify any respondent, who, in NOLABA's opinion, does not have adequate qualifications to fulfill the Contract.

6. INSURANCE CERTIFICATES

All respondents must provide proof of insurance as set forth herein at Section V, Subsection 5, and Appendix B.

7. RESPONSIBLE FOR STATEMENTS OF PROPOSAL

Respondents shall carefully examine all the requirements of this RFP and shall evaluate all the circumstances and conditions affecting their statement of proposal.

Failure on the part of any respondent to make such examination and to investigate thoroughly such areas shall not be grounds for any declaration that the respondent did not understand the conditions and requirements of this RFP.

8. EXPLANATIONS WRITTEN AND ORAL

Should a respondent find a discrepancy in or an omission from this RFP or should he or she be in doubt as to any meaning therein, the respondent shall at once notify in writing NOLABA, who will send written instructions to all respondents. Any such notice from a potential respondent must be received by NOLABA within ten (10) days from the 1st day that this RFP is advertised. NOLABA will not be responsible for oral instructions.

In order to obtain any clarifications or interpretations of these specifications, contact NOLABA, 1250 Poydras St., Suite 2150, New Orleans, Louisiana 70113, (504) 934-4500 (fax), or via email to kmilligan@nolaba.org.

9. ADDENDA

NOLABA reserves the right to amend the instructions, general and special conditions, scope of work, and specifications of this RFP up to the deadline for submittal of statements of qualifications. Copies of such amendments shall be furnished to all prospective respondents who have been issued an RFP package.

Where such amendments require significant changes in the scope of work, the date set for submitting statements of qualifications may be postponed by such number of days as in the opinion of NOLABA shall enable prospective respondents to revise statements of qualifications; provided, however, that, if the necessity arises to issue an addendum modifying the scope of work or specifications within the five (5) calendar day period prior to the advertised time for the submittal of statements of qualifications, the submittal of statements of qualifications shall be extended one (1) week. Addenda shall be a part of the RFP and the Contract, and receipt of all addenda shall be acknowledged in the Statements of Proposal Form by each respondent.

10. ANALYSIS OF STATEMENTS OF PROPOSAL RECEIVED

NOLABA reserves the right: (A) to analyze the statements of proposal on the basis of all materials submitted and (B) to investigate thoroughly the financial status, experience, and record of each respondent, with the award being based upon the comparative qualities above-mentioned, including the fee schedule and other information provided by each respondent.

If only one statement of proposal is received in response to this RFP, a fee analysis and evaluation may be performed in order to determine if the fee schedule is fair and reasonable.

11. REJECTION OR ACCEPTANCE OF STATEMENTS OF PROPOSAL

The right is reserved by NOLABA to waive any irregularities in any statement of qualifications, to reject any or all statements of qualifications, to cancel this RFP in whole or in part at any time, and to contract with one or more respondents which, in the judgment of NOLABA, are deemed the most advantageous NOLABA. Any Statement of Proposal, which is incomplete, conditional, or obscure, or which contains irregularities of any kind, may be rejected. Conditional statements of proposal, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

12. UNACCEPTABLE STATEMENTS OF PROPOSAL

NOLABA reserves the right to reject any statement of qualifications from a person, firm or corporation which is in arrears or is in default to NOLABA, on any debt or contract, or which has defaulted as surety or otherwise, upon any obligation to NOLABA, or has failed to perform faithfully the obligations of any previous contract with NOLABA.

13. CONTRACT REQUIRED

The successful respondent shall be required to enter into a contract with NOLABA within ten (10) days after being advised of the award or within ten (10) of NOLABA's preparation of and submission to them of the contract.

14. COOPERATION WITH ALL PARTIES

Respondents are hereby made aware of the necessity for the successful respondent to cooperate in all ways possible with NOLABA and its representatives.

III. CONTRACT REQUIREMENTS

1. CONTRACT DOCUMENTS

The following documents shall be part of the Contract to be executed between the Contractor and NOLABA:

- A. Respondent's Statement of Proposal,
- B. Respondent's Guarantees (Appendix "A"),
- C. Respondent's Warranties (Appendix "B"), and
- D. Non-Collusion Statement (Appendix "C")

2. CONTRACT TERM

The contract term shall commence upon execution of the agreement for particular services.

3. CANCELLATION FOR CONVENIENCE/BY MUTUAL AGREEMENT

The performance of services under this contract may be terminated by NOLABA in whole or in part, whenever NOLABA shall determine that such termination is in the best interest of NOLABA. Any such termination shall be affected by delivery to the respondent of a notice of termination specifying the extent to which performance of services under the contract is terminated and the date upon which such termination becomes effective.

This contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other acts of termination shall be in accordance with the termination by default or convenience provisions contained herein.

4. DEFAULT/TERMINATION

NOLABA may, by written notice of default to the respondent, terminate the whole or any part of this contract if the respondent fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as NOLABA may authorize in writing) after receipt of notice from NOLABA specifying such failure.

If the contract is terminated in whole or in part for default, NOLABA may procure similar services upon such terms and in such manner as herein specified. The respondent shall be liable to NOLABA for any excess costs for such similar services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Upon the termination of this Contract, through expiration or otherwise, the Contractor shall aid NOLABA in all ways possible for continuing to furnish the services covered by this Contract on the same terms and conditions until a new contract takes effect, if the NOLABA desires such a continuance.

5. INSURANCE AND INDEMNITY

The Contractor shall defend, indemnify and save harmless NOLABA against any and all claims, demands, suits, and judgments made or owing to any parties, as well as the costs, attorneys fees, legal interest, and any other expenses associated therewith, resulting from or by reason of any negligent or intentional act or omission or negligent or intentional operation of work of the Contractor, its agents, servants, subcontractors or employees, while engaged upon or in connection with the services required of or performed by the contractor under the terms of this Contract, and thereafter.

The Contractor shall maintain, with insurance underwriters satisfactory to NOLABA, a standard form policy or policies of insurance in such amounts as set forth below protecting the Contractor and NOLABA against public liability for personal injury and property damage, and Workmen's Compensation and Employer's Liability.

The Contractor will be required to provide at the signing of this Contract and to maintain during the entire term of this Contract the following insurance policies naming NOLABA and its commissioners, directors, and employees as co-insured.

Worker's Compensation Insurance, as required by applicable state law, for all employees under this contract.

Furthermore, the contractor will be required to provide evidence of errors and omissions insurance, general liability, professional liability, and automobile insurance coverage during the term of the contract.

To ensure that the selected respondent will be able to furnish the required insurance at the signing of this Contract, it is hereby required that all respondents must have these coverages currently in force for their present business operations and proof of this present coverage must be provided to the NOLABA with any statement of qualifications that is submitted.

6. ASSIGNMENT OF CONTRACTS

No portion of this contract may be assigned, transferred, or subcontracted without the prior written approval of NOLABA. If allowed to subcontract, no subcontractor may be replaced without the prior written approval of NOLABA.

7. PAYMENTS FOR SERVICES

NOLABA will pay for services rendered under this Contract in accordance with its normal accounting procedures. All payments will be made after the services have been rendered.

To be paid under this Contract, the Contractor shall at the end of each month send a detailed bill for the services rendered during the previous month to: NOLABA, 1250 Poydras St., Suite 2150, New Orleans, Louisiana 70113.

The Contractor should not expect to receive its monthly check until four (4) weeks after the contractor's billings have been approved by NOLABA. In this regard, it is imperative that the Contractor be financially sound and able to fund operations under this Contract for at least two (2) months from its own resources.

Under no circumstances shall any delays in payments by NOLABA be considered as just cause for the Contractor to not furnish the services required herein.

8. Taxes

Contractor shall pay any charges or taxes assessed and/or levied upon this Contract, upon the performance of these services by the Contractor, upon any real property used by the Contractor located within New Orleans or elsewhere, or upon the contractor due to the operation of its business under this Contract.

9. NON-WAIVER

Any waiver or any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent NOLABA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

10. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

To District: Louis David
Interim President & CEO
New Orleans Business Alliance
1250 Poydras St.
Suite 2150
New Orleans, Louisiana 70113

To Contractor: _____

Communications in connection with this contract shall be in writing and shall be delivered personally, by facsimile or by regular, registered, or certified mail addressed to NOLABA and the respondent. Telephone calls may be used to expedite communications but shall not be official unless confirmed in writing.

Communications shall be considered received at the time actually received by the designated representative of NOLABA and/or the respondent.

11. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought to enforce compliance with the Contract or for failure to observe any of the covenants of the Contract, Contractor agrees to pay the NOLABA such sums as are reasonable and necessary as attorney's fees and costs to pursue said suit, action or proceeding.

12. EQUAL EMPLOYMENT OPPORTUNITY

In connection with this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, handicap, color, or national origin. The Contractor shall make every effort to ensure that qualified applicants are employed, and that employees are treated during

employment without regard to their race, creed, color, handicap, sex, or national origin. Such action shall include, but not be limited to the following: recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

13. CONFLICT OF INTEREST

No employee, officer, or agent of NOLABA shall participate in the selection or in the award or administration of this contract if a conflict of interest, real or apparent, is involved. See Appendix "C" Non-Collusion Statement, attached hereto and made part hereof.

14. STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes, the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (7), and, as such, NOLABA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.) and, further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the NOLABA for the purpose of workers' compensation coverage.

15. APPLICABLE LAW

This contract shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana. The Contractor shall comply with all applicable laws of the State of Louisiana, the United States, and local ordinances.

16. AUDIT AND INSPECTION OF RECORDS

The respondent agrees that NOLABA, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to the work, and to audit the books, records, and accounts with regard to the work. Further, the respondent agrees to maintain all required records for at least three (3) years after NOLABA has made final payment and all other pending matters are closed.

17. CONFIDENTIALITY

Respondent agrees that any and all information, in oral or written form, whether from NOLABA, its agent or assigns, or other sources, or generated by respondent pursuant to this Contract shall not be used for any purpose other than fulfilling

the requirements of this Contract. Respondent further agrees to keep in absolute confidence all data relative to the business of NOLABA, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial, and confirmation of any part of the work hereunder shall be made by respondent without the prior written approval of the NOLABA.

IV. DBE COMPLIANCE REQUIREMENTS

REQUIRED RFP, RFQ, BID, AND CONTRACT PROVISIONS

1. Required RFP, RFQ, and Bid Solicitation Language. Absent a written waiver from the President & CEO, every NOLABA RFP, RFQ, and bid solicitation for services, goods or construction shall include the following provisions:

- a. DBE Program Compliance

The requirements of the NOLABA's DBE Program apply to this contract. It is the policy of NOLABA of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability, or national origin. All firms qualifying under this solicitation are encouraged to submit proposals/bids. The award of this contract shall be conditioned upon satisfying the requirements of the DBE Program. A DBE contract goal of **15%** has been established for this contract. The offer or/bidder shall agree to use its best efforts, as determined by the DBE Compliance Officer in accordance with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this contract.

- b. DBE Participation

In order to be deemed responsive, the offer or/bidder shall be required to submit the following information:

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

- c. DBE Program Compliance

Contractor agrees to use its best efforts to carry out the applicable requirements fully and completely of the NOLABA's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement,

which may result in the termination of this Agreement, or such other remedy as set forth in the NOLABA's Policy for the DBE Program.

d. DBE Compliance Reporting

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

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

e. Access to Books and Records

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

RESPONDENT GUARANTEES

The respondent certifies it can and will provide and make available all services set forth in Scope of Work.

Signature of Official: _____
Name (typed): _____
Title: _____
Firm: _____
Date: _____

LIST OF PRINCIPALS

The names and titles of the respondent's principals are:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Respondent: _____
Signature: _____
Name: _____
(Print or Type)
Address: _____
City/State/Zip: _____
Area Code & Phone: _____

RESPONDENT WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Louisiana laws with respect to foreign (non-state of Louisiana) corporations.
- B. Respondent warrants that, if it is awarded the contract, it is willing and able to obtain the following insurance coverages with policy limits in accordance with New Orleans Business Alliance specifications:
 - 1. errors and omissions coverage for willful or negligent acts, or omissions of any officers, employees or agents thereof;
 - 2. professional liability coverage;
 - 3. comprehensive general liability coverage;
 - 4. automobile liability coverage, including hired and non-owned vehicles; and
 - 5. worker's compensation coverage.

Waiver of subrogation and hold harmless agreements will be agreed to for all of the above coverage.

- C. Respondent warrants that it will not delegate or subcontract its responsibilities under the contract without the prior written permission of the New Orleans Business Alliance.
- D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name: _____
(Print or Type)

Title: _____

Firm: _____

Date: _____

NON-COLLUSION STATEMENT

State of Louisiana _____
Parish of Orleans _____

_____, states that he/she is _____ (a partner of the firm, officer of the corporation, or individual making the foregoing statement of qualifications), that said statement of qualifications is genuine and not collusive or sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any respondent or person to put in a sham statement of qualifications or to refrain from bidding, collusion, or communication or conference, with any person, to fix the statement of qualifications price or affiant or any other respondent or to fix any overhead, profit or cost element, or that of any other respondent, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said statement of qualifications are true.

(Signature)

ATTACHMENT 1

DBE COMPLIANCE REQUIREMENTS

DBE FORM 1

SCHEDULE OF DBE PARTICIPATION

NEW ORLEANS BUSINESS ALLIANCE EXECUTIVE SEARCH SERVICES

Name of Proposer: _____

NAME OF SUBCONTRACTOR /CONSULTANT/ VENDOR	ADDRESS	WORK TO BE SUBCONTRACTED/GOODS SERVICES TO BE PURCHASED

DBE PARTICIPATION AS A PERCENTAGE OF TOTAL BID _____%

DBE FORM 2

**DBE SUBCONTRACTOR/SUBCONSULTANT/VENDOR IDENTIFICATION
AFFIDAVIT
(SUBMIT WITH PROPOSAL)**

STATE OF _____
COUNTY/PARISH OF _____

I _____, hereby declare and affirm that I am the (Owner,
President, Venturer, Partner, etc.) and the duly authorized representative of
_____, whose address is
Firm Name
_____.

I hereby declare and affirm that this firm is a DBE business enterprise as defined in the
Sewerage & Water Board's EDB Program and/or a DBE firm as defined in the New
Orleans Aviation Board's State-Local Disadvantaged Business Enterprise Program
(SLDBE), and that I will provide upon request information to document this fact.

This firm is interested in quoting and/or bidding on the following categories of work/
professional services/ goods and services being procured.

This firm is currently certified as a DBE with the following agencies:

_____.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY
THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND
CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE
THIS AFFIDAVIT.**

Date

Affiant

STATE OF _____
COUNTY/PARISH OF _____

On this _____ day of _____, _____, before me, an affiant appeared and acknowledged that he/she executed the foregoing affidavit in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My commission expires _____.

(Seal)

DBE FORM 3

**NOTICE OF INTENT TO PERFORM AS A
SUBCONTRACTOR/SUBCONSULTANT/VENDOR**

TO: _____
Name of Prime Contractor/Consultant/Vendor

The undersigned intends to perform work, provide services and/or goods in connection with the above referenced project as: (Check the appropriate designation)

- an individual a Corporation a Partnership
- a Joint Venture a Limited Liability Company
- a Limited Liability Partnership

The status of the undersigned is confirmed on the attached DBE Form 2, the DBE Subcontractor/Subconsultant/Vendor Identification Affidavit. The undersigned is prepared to perform the following described work and/or provide services or provide goods in connection with the above referenced project:(Specify in detail, work items or parts thereof, the goods and/or the services)

at the following price \$ _____.

The undersigned will further subcontract or award _____ % of the dollar value of this subcontract to non-DBE firms.

The undersigned agrees to enter into a contract with you to perform the above work if you are awarded the prime contract.

Date

DBE SUBCONTRACTOR

By: _____
Signature

Title

Subcontractor's Address

City, St, Zip

Phone No

SWORN TO AND SUBSCRIBED, before me this ____ day of _____, _____.

NOTARY PUBLIC

My commission expires _____.

(Seal)

DBE FORM 4

**CERTIFICATION OF DBE UNAVAILABILITY
(SUBMIT WITH BID IF GOAL IS NOT MET)**

I, _____
Name Title

of _____, certify that on the dates set forth below, I invited the following DBE Subcontractor(s)/Subconsultant(s)/Vendor(s) to bid and/or quote for work items to be performed/goods or services to be provided.

ITEMS OF WORK

Date of Request	DBE	Name of Subcontractor	Items of Work Sought

The following Subcontractors did not respond.

1. _____
2. _____
3. _____

The following Subcontractors submitted a bid or a quote which was not the lowest responsible bid or quote received.

1. _____
2. _____
3. _____

GOODS AND/OR SERVICES SOUGHT

Date of Request	DBE	Name of Vendor/ Consultant or Service Provider	Type of Goods/ Services Sought

The following Consultants/Vendors/Service Providers did not respond.

1. _____
2. _____
3. _____

The following Consultants/Vendors/Service Providers submitted a bid or quote which was not the lowest responsible bid or quote received.

1. _____
2. _____
3. _____

I have attached documents to establish that Good Faith Efforts were undertaken to secure DBE participation.

_____ Date _____ Signature

SWORN TO AND SUBSCRIBED, before me this _____, day of _____, 2011.

NOTARY PUBLIC

(Seal)

My commission expires _____.

REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF SUBCONTRACTOR

NEW ORLEANS BUSINESS ALLIANCE LEGAL COUNSEL SERVICES

General Contractor: _____

Subcontractor to be Removed: _____

Proposed Substitute Subcontractor: _____

Scope of Work Under Subcontract: _____

Value of Subcontract: \$ _____

Is substitution schedule/time sensitive? _____

If yes, indicate date by which resolution is required: _____

Reason(s) for Removal/Substitution (state in detail, use additional sheets if necessary and attach supporting documentation.

Signature of Requestor

Printed Name

Title

Date of Request

NOTARY PUBLIC