

C-2163 REQUEST FOR PROPOSALS

PROVIDE WEBSITE MAINTENANCE SERVICES

FOR THE



900 CONVENTION CENTER BOULEVARD

NEW ORLEANS, LOUISIANA 70130

NEW ORLEANS PUBLIC FACILITY MANAGEMENT, INC.

“NOPFMI”



C-2163 RFP Provide Website Maintenance Services Instructions and Exhibits

I. INTRODUCTION

The Ernest N. Morial New Orleans Exhibition Hall Authority (“the AUTHORITY”) is a political subdivision of the State of Louisiana. New Orleans Public Facility Management, Inc. (“NOPFMI”) is a quasi-public body that is charged with the responsibility of managing the Ernest N. Morial Convention Center-New Orleans (“ENMCCNO”) on a day-to-day basis. The AUTHORITY and NOPFMI are referred to herein collectively as “OWNER”. As such, the OWNER is performing its due diligence in requesting proposals for this project and is not subject to or regulated by the Louisiana Procurement Code, La. R.S 39: 1551 *et seq.* The OWNER may reject any and all proposals after receipt or withdraw this request for proposal at any time prior to or after receipt of proposals. Should no proposals be received, the OWNER will negotiate a private contract. The terms Proposer and Respondent may be used interchangeably, as may the terms Proposal and Response.

The OWNER is issuing a Request for Proposals (“RFP”) for Provide Website Maintenance Services as described in this document and related exhibits (the “RFP Documents” or “Bid Documents”). Response to this RFP does not guarantee a contract.

Proposals should be organized in accordance with the RFP documents. Proposals should be as succinct as possible while completely providing all requested information. Proposals will become part of the contract. All times listed are New Orleans local time.

All proposals are due by **10:00 a.m. on Thursday, September 4, 2025**, and may be submitted in any of the following methods:

Email: contracts@mccno.com

Electronic Submission: [Central Bidding: New Orleans Ernest N. Morial Convention Center](#)

SEBconnect App [SEBconnect \(Mobile Device\) or web.sebconnect.com](#)

USPS Mail: Ernest N. Morial New Orleans Convention Center
Sent by Registered or Attn: Contracts Department
Certified Mail 900 Convention Center Blvd.
New Orleans, LA 70130

Hand Delivery: Respondent must include copies in a sealed opaque package with the name of the project, and name and address of the Respondent listed clearly on the outside of the package. Proposals shall be delivered to the Contracts Department which is located on the Mezzanine level of the New Orleans Ernest N. Morial Convention Center Lobby B. Proposals must be delivered on time to be considered.

Any questions related to the project and/or to obtain documents, contact the Contracts Department via email at contracts@mccno.com or phone at (504) 582-3562.



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Bid Opening Information

A. Bid Opening Date and Location:

- **Date:** Thursday, September 4, 2025
- **Time:** 10:00 a.m.
- **Location:** Authority Conference Room, Mezzanine One above Hall B (unless otherwise stated).

B. Virtual Attendance:

To attend the bid opening virtually, please use the following Zoom information:

- **Zoom Link:** [Join Meeting](#)
- **Meeting ID:** 885 8414 6923
- **Passcode:** 090970

C. In-Person Attendance:

To attend in person, contact the **Contracts Department** at **(504) 582-3562** to arrange an escort to the meeting room.

Note: Bidders are not required to be present at the bid opening in order to be awarded the contract.

Pre-Bid Conference

A. The Pre-Bid Conference will be held as follows:

- **Date:** Wednesday, August 27, 2025
- **Time:** 10:00 a.m.
- **Location:** Edward J. McNeil Conference Room, Mezzanine One above Hall B (unless otherwise stated)
- **In-Person Escort Contact:** Contracts Department at (504) 582-3562

B. Virtual Attendance (Pre-Bid Conference):

Bidders may attend via Zoom using the following credentials:

- **Zoom Link:** [Join Meeting](#)
- **Meeting ID:** 849 7174 8933
- **Passcode:** 064394

Note: Attendance at the Pre-Bid Conference is **not required** to submit a bid.



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II. **CONTRACT RELATIONSHIP**

The Contract shall be between the AUTHORITY, NOPFMI, and the selected Proposer.

III. **SCOPE OF WORK**

The OWNER seeks a CONSULTANT that will provide Services as detailed in **Exhibit No. 1**. OWNER reserves the right to increase or decrease the Scope of Work as needed during the term of the Contract as it sees fit. The value of any such increase or decrease will be negotiated by the Parties at the time it is made. The final Scope of Work for Services and subsequent years shall be agreed upon in writing and included in the Contract as an Exhibit.

IV. **CONTENT AND SUBMISSION OF PROPOSALS**

Failure to submit all required information and applicable exhibits as described in **Exhibit No. 2** may result in Proposer being deemed non-responsive and not eligible for contract award.

V. **EVALUATION**

The OWNER may appoint an Evaluation Committee to evaluate all Proposals. If appointed, the Evaluation Committee may interview or request presentations from all Proposers in a particular category or create a shortlist of Proposers in a particular category to interview and/or provide presentations.

During its review of a Proposal, the Evaluation Committee may:

- Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of Proposals;
- Seek clarification of a Proposal or additional information from any or all Proposers and consider same in the evaluation of Proposals; or
- Waive any requests or requirements if such waiver is in the best interest of the OWNER;

Proposals will be graded on a 100-point scale based on the criteria below, which are more fully described in **Exhibit No. 2**:

| | |
|------------------|---|
| 30 Points | Experience and Qualifications |
| 30 Points | Approach to Services |
| 20 Points | Cost Proposal |
| 10 Points | SEB/DBE Program Plan (see Exhibit No. 4) |
| 10 Points | Living Wage Commitment (see Exhibit No. 5) |

After it has reviewed and scored the Proposals, the Evaluation Committee's recommendation to the Authority's Board of Commissioners will be published on <https://exhallnola.com/bid-results/>. The Board will take into consideration the recommendations of the Evaluation Committee at its next meeting and may make its decision to award, reject, or table the decision.



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VI. **QUESTIONS**

Proposers who wish to submit questions about the RFP must submit their questions in writing by August 28, 2025 at 10:00am by email to contracts@mccno.com. Official responses to all questions submitted by Proposers will be posted by August 29, 2025. Any changes to the RFP Documents will be made through written Addendum, which shall become part of the RFP Documents. Proposers are prohibited from contacting OWNER's employees, officials, or board members about this solicitation prior to the deadline for submitting Proposals. Violation of this prohibition may result in disqualification.

VII. **APPEALS**

For all matters relative to this RFP, the following appeal process applies: To appeal a decision, a Proposer must submit a letter of protest, stating the reasons why the protest is being made, to the Chief Administrative Officer within three (3) calendar days of the announcement of the successful Proposer. Such protest may be submitted electronically to: contracts@mccno.com, or by mail to the Contracts Division as addressed above. Chief Administrative Officer will conduct whatever investigation he or she deems necessary and make a written ruling, which will be transmitted to the appealing Proposer as well as all interested parties as expeditiously as possible. The decision of the Chief Administrative Officer shall be final. The filing of a letter of protest will not necessarily delay the award and start of the Contract in question.

VIII. **SELECTION TIMELINE**

The following is the anticipated timeline for the project:

- RFP Solicited Wednesday, August 20, 2025
- Pre-Submission Conference Wednesday, August 27, 2025 (10:00 am)
- Question Deadline Thursday, August 28, 2025 (10:00 am)
- Responses to Questions Friday, August 29, 2025
- Bid Proposals Due Thursday, September 4, 2025 (10:00 am)
- Selection and Award September Board Meeting

Any changes to the above timeline will be made through written Addendum.

IX. **CONTRACT TERM**

If awarded, the Contract resulting from the RFP shall be effective on the date signed by both parties and will be in effect for a one (1) year base and four (4) one-year renewal options based on mutual agreement by both parties. All services shall be provided as requested by OWNER on an as needed basis.

X. **SMALL & EMERGING BUSINESS/DISADVANTAGE BUSINESS ENTERPRISE (SEB/DBE)**

The OWNER encourages the acquisition of goods and services from and direct participation of small and emerging business ("SEBs") and disadvantaged business enterprise ("DBEs") from the State of Louisiana and New Orleans Region. The term SEB as used in this Proposal means a business entity that has a Small Entrepreneurship ("SE")/Hudson Initiative Certification from the Department of Louisiana Economic Development ("LED"). The term DBE as used herein means a business entity that is certified as a disadvantaged business enterprise under the State and Local Disadvantaged



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Business Enterprise program (“SLDBE”) or the Louisiana Unified Certification Program Disadvantaged Business Enterprise (“LAUCP-DBE”). Collectively, SEBs and DBEs may be referred to collectively as Emerging Business Entities (“EBEs”). Both the Hudson Initiative and DBE Program are race- and gender-neutral programs intended to provide additional contracting and procurement opportunities for certified small businesses and disadvantaged business enterprises by encouraging consultants who receive state contracts to use good-faith efforts to utilize such certified entities in the performance of those contracts.

The OWNER desires to achieve, to the greatest extent possible, commercially meaningful, and useful participation by SEBs and DBEs. By providing equitable opportunities for SEBs and DBEs, the OWNER derives multiple benefits, including contributing to the economic vitality of our communities and ensuring a broader selection of competitively priced goods and services.

In order to achieve this goal, the OWNER has instituted a Small and Emerging Business Opportunity (“SEBO”) Program. The SEBO Program and the documents attached thereto, which are called SEBO Forms, shall apply to this RFP process and the Contract that is ultimately awarded. The SEBO Program policy is available upon request. Proposers are strongly advised to familiarize themselves with the program before bidding on this project. The following procedures relative to evaluation and are included in the SEBO Program document and are reprinted below for ease of reference. In the event the Program document and these Instructions to Proposers differ, the SEBO Program document will control.

10.1 SEB/DBE Participation Plan

Proposers shall present a responsible plan that provides for participation of qualified SEBs and DBEs. Proposers should clearly state SEB and DBE participation goals and their plan for implementation of same in their Proposals. Proposers should also include information relative to the participation levels Proposer has managed on other prior projects, including projects in south Louisiana, if applicable.

Participation shall be counted toward meeting the contract goals only by business entities certified under the SE/Hudson Initiative, the SLDBE, or LAUCP-DBE. The direct participation goal can be achieved through direct ownership, joint venture participation, owner/operator agreements, or sublease agreements for operations. Participation shall include work opportunities in planning, development, and operation of the Project.

The OWNER has set the following goals for this Project:

- SEB/DBE Direct or Indirect Participation Goal of **20%**

Proposers are encouraged to exceed these goals. If a Proposer does not meet or believe it can meet the SEB/DBE goals, the Proposer should include written documentation of their good-faith efforts to secure SEB/DBE participation, the unavailability of potential SEB/DBE firms, and provide justification as to why such goals cannot be met. Plan documents can be found in **Exhibit No. 4**. The Small Business Program Director shall evaluate each Respondent’s SEB/DBE participation plan and forward his or her findings and scoring recommendation to the Evaluation Committee.



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XI. INSURANCE AND INDEMNIFICATION

The successful Proposer shall provide the OWNER with a certificate of insurance as detailed in **Exhibit No. 3**. The successful Proposer shall indemnify the OWNER as Provided in **Exhibit No. 6**.

XII. CONTRACT MODIFICATION

Any and all changes to the scope of services for this contract must be detailed in writing and mutually agreed upon and shall be accomplished by a Change Order.

XIII. PUBLIC RECORDS

The provisions of the Louisiana Public Records Law, La. R.S. 44:1, *et seq.*, govern this Project. Therefore, all proposals, materials, and documentation submitted in proposal to this RFP may be subject to public disclosure and/or inspection. If, however, Proposer has a good faith belief that certain information submitted in its proposal is not subject to public disclosure, then Proposer shall clearly mark all documents and information claimed to be exempt from public records disclosure and justify the exemption at the time of submission. *See* La. R.S. 44:4.1 (listing exemptions to the Louisiana Public Records Law). The OWNER will not credit any blanket exemption claims lacking specific justification. The OWNER does not guarantee the confidentiality of submissions, and final determination as to which information, if any, is exempt from public disclosure rests with the OWNER.

XIV. SUSTAINABILITY PROGRAM

The OWNER has established a sustainability program in an effort to reduce environmental impacts and increase overall sustainability. Where applicable, "CONSULTANT" will assist in applying for incentives in the Energy Smart Program administered by Entergy New Orleans and will assist Owner in its efforts to secure and maintain Leadership in Energy and Environmental Design ("LEED") certification.

XV. CONTRACT FORM

See **Exhibit No. 6** for sample contract.



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Please see below for the Exhibits pertaining to this RFP. Please follow the instructions in each Exhibit and provide the proper documentation or forms may be required therein. Failure to submit any required documentation or forms may lead to a determination that the Proposer is non-responsive and not eligible for contract award.

- Exhibit No. 1:** Scope of Work
- Exhibit No. 2:** Content and Submission of Proposals *(Required)*
- Exhibit No. 3:** Insurance Requirements
- Exhibit No. 4:** SEB/DBE Participation *(Required)*
- Exhibit No. 5:** Living Wage Commitment *(Required)*
- Exhibit No. 6:** Contract Form



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Exhibit No. 1: Scope of Work

1. Website Portfolio

Manage online development for an evolving portfolio of 8-10 production websites (some used seasonally) and accompanying development environments. Assist staff in managing the appearance, content and functionality of the owner's websites including but not limited to the following:

- a. Full time, year-round sites:
 - Mccno.com
 - Board.mccno.com
 - Portal.mccno.com
 - Clientwelcome.mccno.com
 - Exhallnola.com
 - Advantagenola.com
 - Morialaward.com
- b. Event-based seasonal sites:
 - Resconnola.com
 - Bayouboiloff.com
 - Nolachristimasfest.com

All sites run individual WordPress 6.8.2 versions with Gutenberg Block Editors (not enabled; our sites are custom built). These are recent-version WordPress-based websites that share a good deal of back-end features and functions. Some (1–2) secondary sites use legacy proprietary design themes. None of the sites utilize e-commerce.

2. Technical Scope

Manage online development and assist staff in managing the appearance, content, and functionality of the websites.

- a. Maintenance includes:
 - Management of software and plugin versions and licensing.
 - Weekly updates to the CMS, plugins, and themes.
 - Oversight of third-party embeds and libraries.
 - Uptime and performance monitoring (e.g., Sucuri).
 - 24-hour response to technical issues.
 - Cross-browser and mobile compatibility assurance.
 - Staging environment maintenance for testing changes.
 - Placement and monitoring of tracking code/pixels; reporting upon request.
 - Management of security tools and web application firewalls.
 - Security patching to operating systems.
 - Basic system maintenance and logging.



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- Domain, email, and SSL certificate management.
- Maintaining proficiency with new web development technology.

3. Security & Maintenance

- Responsible for site uptime, testing, backup strategy, and security systems and processes.
- Implement and monitor firewalls, malware scanning, and intrusion detection systems.
- Apply security patches and updates promptly.
- Manage SSL certificates, including renewals and installation.
- Conduct quarterly security audits and provide reports.
- Implement and enforce secure login protocols (e.g., 2FA, strong password policies) where applicable.
- The Convention Center's plugin-based tool offers manual and/or scheduled backups, saved locally or to remote locations. All sites are kept fully backed up at all times.
- Uptime and data recovery expectations include:
 - Recovery Point Objective (RPO) of four (4) hours.
 - Recovery Time Objective (RTO) of six (6) hours.
- Redundancy and security protocols will be regularly reviewed to mitigate risk. Liability for damages due to cyberattacks or force majeure is limited per the liability section of this agreement.

4. Operational Support

- Provide ongoing content management assistance and technical support (including after-hours and emergency assistance).
- Provide one (1) business day response to standard maintenance and development requests.
- Provide two (2) hour response time to emergency requests (e.g., outages, cyberattacks, weather alerts, legally required postings). Resolution timing depends on severity and complexity.
- Provide an ETA for each submitted request.
- Conduct biweekly meetings to discuss:
 - New requests
 - Ongoing changes
 - Future development
- An average of 40 hours/month will be spent on maintenance and client content update requests for all ten sites.
- Monthly time logs must be submitted with invoices.
- If more hours are anticipated, provide an estimate and detailed explanation before proceeding.
- A separate cost estimate may be requested for additional project work that exceeds the monthly budgeted hours (e.g., new website creation). Work to proceed only upon approval by the Director of Marketing & Communications.



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5. Vendor Coordination

- Coordinate third-party vendors (e.g., Mailchimp, GoDaddy, Google) for:
 - Hosting services
 - Domain name and email providers
 - Other peripheral accounts
- Maintain security of web systems hosted by third-party vendors.
- Coordinate with marketing/media agencies for:
 - Campaign tracking integration
 - Reporting and consulting
- Coordinate with application ('App') developers for website integrations.
- Manage and develop custom and 3rd party web-based data reporting solutions (e.g., Google Analytics).
- Provide strategic input and facilitate efforts related to:
 - SEO
 - ADA compliance
 - Privacy

6. Communications & Workflow

- Coordinate with three authorized Convention Center contacts:
 - Director of Marketing & Communications (primary)
 - Marketing Technology Coordinator (oversees all sites)
 - Director of Special Events & Partnerships (oversees: Nolachristmasfest.com, Resconnola.com, Bayouboiloff.com)
- The Director of Marketing & Communications must authorize all new project requests.
- Staff other than the above-mentioned are not authorized to contact the AGENCY directly.
- Associated marketing/app development agencies may be connected directly to the AGENCY only if:
 - Approved by the Director of Marketing & Communications
 - The Director is copied on all correspondence.



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Exhibit No. 2: Content and Submission of Proposals *(Required)*

Proposers should include all the following items. Failure to include these items may result in a determination that the Submission is non-responsive:

1. ***Letter of Transmittal.*** Include a cover letter signed by a duly authorized representative of respondent. The cover letter must include the name, address, telephone number and e-mail address of the respondent submitting the Response.
2. ***Experience & Qualifications.***
 - ***Company Information:*** Provide information about the company (including website if available) and any key individuals sufficient to demonstrate Respondent's ability to provide the services included in **Exhibit No. 1**. Information may include but need not be limited to: (a) number of years in business, (b) total number of employees, (c) number of locations, (d) areas of expertise and specialization, (e) describe why Respondent is interested in performing the Services, (f) describe awards, honors or public recognition of you, your firm, or both concerning the provision of services requested.
 - ***Comparable Clients:*** List current and former governmental or public entity clients (if none, then any other relevant client) as well as the scope of services offered those clients and the length of service. This information may be used in conducting reference checks. Please include the contact person's name, title, agency, phone number and email address.
3. ***Approach to Services:***
 - Include information reflecting Respondent's approach to providing services. This could include marketing materials/brochures given to clients outlining the process Respondent uses in providing services. Include information about service areas and any specialty areas for the services listed in **Exhibit No. 1**.
4. ***Cost Proposal:***
 - Provide a detailed fee schedule for the proposed scope of services. All fees shall include any costs associated with subconsultants, vendors, anticipated expenses, overhead, printing, and other project-related costs. Include the hourly rates for all personnel assigned to the project. As the exact quantity of equipment will be determined in coordination with the Client, provide unit pricing per item, inclusive of shipping and installation.
5. ***Small and Emerging Businesses:***
 - Complete **Exhibit No. 4** and include with Response.
6. ***Living Wage:***
 - Complete **Exhibit No. 5** and include with Response.



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Exhibit No. 3: Insurance Requirements

Note: Evidence in the form of a Certificate of Insurance is due 5 calendar days after the notice of award is issued to the successful Proposer, or at the date of execution of this Contract, whichever is sooner.

- A. Commercial general liability insurance with limits of at least \$1,000,000 each occurrence/\$2,000,000 aggregate, including coverage for premises and operations, independent consultants, on-going operations, products/completed operations, personal injury, XCU, contractual liability, and broad form property damage.
- B. Workers' Compensation which shall cover CONSULTANT and its employees for injuries and/or disease arising out of all applicable Louisiana Workers' Compensation laws, including statutory limits in accordance with the Louisiana Workers' Compensation Act and shall include Employers Liability limits in the amount of at least \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.
- C. Professional Liability in the amount of \$1,000,000 to account for Errors and Omissions, in which is not covered by the aforementioned comprehensive General Liability or Commercial General Liability insurance. Such coverage shall remain effective for the contract term's entire prescriptive period.
- D. Excess/Umbrella Liability may be used to meet the minimum requirements for liability insurance.

CONSULTANT shall furnish and maintain such insurance as will protect CONSULTANT, NOPFMI, the Authority, and City of New Orleans of and from any claims, suits, demands, or actions which in any way relate to CONSULTANT 's performance of services hereunder or its operations with the Authority with insurance carriers duly authorized to issue policies within the State of Louisiana and which have a current A.M. Best-rating of not less than A- VII. All insurance coverage maintained by the CONSULTANT shall be primary and non-contributory with any insurance maintained by NOPFMI, the Authority, and the City of New Orleans. The insurance carrier and Named Insured for every line of coverage required in this paragraph including the Named Insured, shall waive its rights of subrogation against NOPFMI, the Authority, and City of New Orleans. The commercial general liability, excess/umbrella liability, and automobile insurance coverage shall include NOPFMI, the Authority, and City of New Orleans as Additional Insureds on each policy. The General Liability policy shall include NOPFMI, the Authority, and City of New Orleans as Additional Insured for both on-going and completed operations. If the request for evidence of Additional Insured status for both on-going and completed operations coverage requires two (2) separate Additional Insured endorsements, then both endorsements shall be confirmed on the evidence of insurance. The related excess/umbrella policies, if applicable, shall follow form over the primary General Liability coverage, including Additional Insured provisions. Notice of cancellation shall be provided to the Authority in accordance with the policy language. CONSULTANT shall furnish OWNER with certificates of insurance certificates that indicate that the following insurance coverage with the minimum limits indicated below or greater are maintained by CONSULTANT during the term of this Agreement. Failure to maintain coverage as requested could result in termination of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|-------------------------------|--|-------------------|
| PRODUCER | CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: | FAX (A/C. No): |
| Professional Services NO AUTO | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| X | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | CLAIMS-MADE X OCCUR | Y | Y | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | POLICY J CT LOC | | | | | | \$ |
| | AUT OMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | HIRED AUTOS | | | | | | \$ |
| | NON-OWNED | | | | | | EACH OCCURRENCE \$ |
| | UMBRELLA LIAB | | | | | | AGGREGATE \$ |
| | EXCESS LIAB | | | | | | \$ |
| | OCCUR | | | | | | |
| | CLAIMS-MADE | | | | | | |
| | DED RETENTION \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X WC STATUTORY LIMITS OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | Y | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | PROFESSIONAL LIABILITY/ERRORS & OMISSIONS | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | | | PER CLAIM \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder named as additional insured with respect to all policies except the Worker's Compensation and Professional Liability policies. General Liability Additional Insured endorsements include coverage for both ongoing operations per CG 20 10 AND completed operations per CG 20 37, CG 20 38, or equivalent. Additionally, the General Liability and Workers Compensation policies waive rights of subrogation against Certificate holder per CG 2988 for General Liability and WC000313 for Workers' Compensation or equivalent.

CERTIFICATE HOLDER

CANCELLATION

New Orleans Public Facility Management, Inc.
Ernest N. Morial New Orleans Exhibition Hall Authority
City of New Orleans
900 Convention Center Blvd.
New Orleans, LA 70130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Exhibit No. 4: SEB/DBE Participation Plan (See Attached Forms) (*Required*)

Respondent should present a responsible plan that provides for participation of qualified SEBs and DBEs. Respondent should clearly state SEB and DBE participation goals and their plan for implementation of same in their bids. Respondent should also include information relative to the participation levels proposer has managed on other prior projects, including projects in South Louisiana, if applicable.

Participation shall be counted toward meeting the contract goals only by business entities certified under the SE/Hudson Initiative, the SLDBE, or LAUCP-DBE. The direct participation goal can be achieved through direct Ownership, joint venture participation, OWNER/operator agreements, or sublease agreements for operations. Participation shall include work opportunities in planning, development, construction, and operation of the Project.

The OWNER has set the following goal for this Project:

- SEB/DBE Direct or Indirect Participation Goal of **20%**

Proposers are encouraged to exceed these goals. If a Responder does not meet or believe it can meet the SEB/DBE goals, the Respondent should include written documentation of their good faith efforts to secure SEB/DBE participation, the unavailability of potential SEB/DBE firms, and provide justification as to why such goals cannot be met. If the goal for a project is zero "0", Respondent should still submit a responsible plan as provided herein as points will be awarded, regardless of the goal.



Small and Emerging Business Department

SE/HUDSON EVIDENCE OF GOOD FAITH EFFORTS

FORM 2(A)

FOR RFPS/RFQS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE AUTHORITY WITH YOUR PROPOSAL. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

RFP/RFQ/Solicitation/Other # _____ Current Date ____/____/____

Project Description _____

RESPONDENT (FIRM): _____

Contact Person: _____ Telephone: _____

Address: _____ City: _____

State _____ Zip _____ E-Mail: _____

To determine whether a respondent has demonstrated good faith efforts to reach the SE/Hudson utilization goal(s) on the above-referenced Authority project, the Authority's Review Committee will consider, at a minimum, **EVIDENCE OF GOOD FAITH EFFORTS** as described in the table below.

| YES (✓) | NO (✓) | EVIDENCE OF GOOD FAITH EFFORTS |
|---------|--------|--|
| | | SE/HUDSON LIST(S): The respondent utilized the lists of certified SE/Hudson firms found on https://wwwcfprd.doa.louisiana.gov/OSP/LAPAC/CFReports/OSPVendorsHI2.cfr . |
| | | SMALL CONTRACT(S): The respondent selected specific portions of the work to be performed by SE/Hudson firms in order to increase the likelihood of meeting the SE/Hudson goals (including breaking down contracts into smaller units to facilitate SE/Hudson participation). |
| | | FOLLOW-UP: The respondent followed-up initial indications of interest by SE/Hudson firms by contacting those firms to determine with certainty if they remained interested in project. |
| | | ADVERTISEMENT: The respondent advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed SEs reasonable time to respond. |
| | | INTERNET ADVERTISING: The respondent advertised SE/Hudson and/or subcontracting opportunities on internet portals that are accessible to SEs and/or potential subcontractors. |
| | | GOOD FAITH NEGOTIATIONS: The respondent negotiated in good faith with SEs and didn't reject SEs as unqualified without business reasons based on a thorough investigation of their capabilities. |
| | | INFORMATION: The respondent provided interested SEs with adequate information about the plans, specifications and requirements of the subcontract. |
| | | WRITTEN NOTICE(S): The respondent took the necessary steps to provide written notice in a manner reasonably calculated to inform SEs of subcontracting opportunities and allowed sufficient time for them to participate effectively. |
| | | COMMUNITY RESOURCES: The respondent used the services of available community organizations, small and/or disadvantaged business certifying agencies and other organizations that provided assistance in the recruitment and placement of SE firms. |
| | | CONTRACT RECORDS: The respondent has maintained the following records for each SE that has responded on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the respondent or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the SE was unqualified to perform the job. |



Small and Emerging Business Department

DBE EVIDENCE OF GOOD FAITH EFFORTS

FORM 2(B)

FOR RFPS/RFQS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE AUTHORITY WITH YOUR PROPOSAL. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

RFP/RFQ/Solicitation/Other # _____ Current Date ____/____/____

Project Description _____

RESPONDENT (FIRM): _____

Contact Person: _____ Telephone: _____

Address: _____ City: _____

State _____ Zip _____ E-Mail: _____

To determine whether a respondent has demonstrated good faith efforts to reach the DBE utilization goal(s) on the above-referenced Authority project, the Authority's Review Committee will consider, at a minimum, EVIDENCE OF GOOD FAITH EFFORTS as described in the table below.

| YES (✓) | NO (✓) | EVIDENCE OF GOOD FAITH EFFORTS |
|---------|--------|--|
| | | DBE LIST(S): The respondent utilized the lists of certified SLDBE and/or DBE firms found on www.nola.gov , www.flymsy.com , www.swbno.org or other state/City DBE lists. |
| | | SMALL CONTRACT(S): The respondent selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). |
| | | FOLLOW-UP: The respondent followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in the project. |
| | | ADVERTISEMENT: The respondent advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond. |
| | | INTERNET ADVERTISING: The respondent advertised DBE and/or subcontracting opportunities on internet portals that are accessible to DBEs and/or potential subcontractors. |
| | | GOOD FAITH NEGOTIATIONS: The respondent negotiated in good faith with DBEs and didn't reject DBEs as unqualified without business reasons based on a thorough investigation of their capabilities. |
| | | INFORMATION: The respondent provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract. |
| | | WRITTEN NOTICE(S): The respondent took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively. |
| | | COMMUNITY RESOURCES: The respondent used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms. |
| | | CONTRACT RECORDS: The respondent has maintained the following records for each DBE that has responded on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the respondent or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job. |



Small and Emerging Business Department

Ernest N. Morial New Orleans Exhibit Hall Authority ("Authority")



SEB/DBE Participation Plan

Instructions: Prior to award of a contract, Good Faith Efforts (GFE) are required to be made and demonstrated on all applicable Ernest N. Morial New Orleans Convention Center's (MCCNO) contracts. If you have attained the amount of SEB/DBE participation to meet the contract goal, complete and submit SEB & DBE Compliance Form-1. If you have not attained the amount of SEB/DBE participation to meet the contract goal, you are required to complete and submit SEB/DBE Compliance Form-2 along with all required supporting GFE documentation. Please reference the Policy for further guidance.

BIDDERS: *This completed form along with all required supporting documentation must be furnished to the Contracting Department by the two (2) apparent lowest bidders within three (3) days of the bid opening. Should the bidder fail to comply with this request, the bid shall be considered non-responsive.*

RESPONDENTS: *This completed form must be furnished to the Contracting Department with your proposal.*

RFP/RFQ/Bid/Solicitation/Other #: _____ Bid/Proposal Amount \$ _____ Date: ____/____/____

Description: _____

Name of Bidder/Proposer: _____ has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFP/RFQ or solicitation by the MCCNO in the following manner:

(Please check the appropriate space)

- ☐ The bidder/proposer is committed to the contract goal of _____ % SEB/DBE utilization on this contract.
- ☐ The bidder/proposer, is unable to meet the DBE contract goal, however is committed to a minimum of _____ % SEB/DBE utilization on this contract and will submit documentation demonstrating good faith efforts. (Please complete and submit SEB/DBE Compliance Form-2 along with all required supporting documentation)

SEB/DBE COMMITTEMENT TO CONTRACT GOAL: (Attach additional pages if necessary)

| NAME of SEB/DBE FIRM | PHONE | SOURCE OF CERTIFICATION (Hudson or SLD BE) | Scope of Work to be performed by the SEB/DBE | VALUE of PROPOSED CONTRACT with SEB/DBE | % OF TOTAL CONTRACT | OFFICE VERIFICATION ONLY |
|----------------------|-------|--|--|---|---------------------|--------------------------|
| 1. | | | | \$ | % | |
| 2. | | | | \$ | % | |
| 3. | | | | \$ | % | |
| 4. | | | | \$ | % | |
| 5. | | | | \$ | % | |
| TOTALS | | | | \$ | % | |



Small and Emerging Business Department
Ernest N. Morial New Orleans Exhibit Hall Authority ("Authority")



SEB/DBE Participation Plan

RFP/RFQ/Bid/Solicitation/Other #: _____ Bid/Proposal Amount \$ _____ Date: ____/____/____

Description: _____

Name of Bidder/Proposer: _____

SEB/DBE AFFIRMATION: (Attach additional pages if necessary)

The listed SEB/DBE firm(s) below affirm(s) that it will perform the Scope of Work for the estimated dollar value as stated in the SEB/DBE Commitment to Contract Goal section on page 1 of the SEB/DBE Participation Plan.

| NAME of SEB/DBE FIRM | PRINT NAME of SEB/DBE FIRM'S AUTHORIZED SIGNATORY | SIGNATURE of SEB/DBE FIRM'S AUTHORIZED SIGNATORY | DATE |
|----------------------|---|--|------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT NAME: _____ SIGNATURE: _____ TITLE: _____ DATE: _____
(Bidder/Proposer)



C-2163 RFP Provide Website Maintenance Services
Instructions and Exhibits

Exhibit No. 5: Living Wage Agreement *(Required)*

All Proposers must indicate below by marking in the applicable space whether they agree to pay all employees who perform work on the Contract - including those who work under a subcontract with the Proposer- in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans, commonly referred to as the Living Wage Ordinance. This form should be submitted with the Proposal.

_____ Proposer agrees to pay all employees working on the Contract in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans, including those who work under a subcontract.

_____ Proposer does not agree to pay all employees working on the Contract in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans.

Signature

Date

Name

Title



C-2163 RFP Provide Website Maintenance Services
Instructions and Exhibits

Exhibit No. 6: Contract Form (See Attached Sample)



C-2163 Provide Website Maintenance Services Contract and Exhibits

- I. **Contract Relationship:** This Contract shall be between The Ernest N. Morial New Orleans Exhibition Hall Authority ("THE AUTHORITY") a political subdivision of the State of Louisiana; New Orleans Public Facility Management, Inc. ("NOPFMI"), a quasi-public body that is charged with the responsibility of managing the Ernest N. Morial Convention Center-New Orleans ("ENMCCNO") on a day-to-day basis; and **XXXXXX** herein known as the CONTRACTOR. NOPFMI and THE AUTHORITY are referred to herein collectively as "OWNER". The "OWNER" and "CONTRACTOR" may be referred to collectively as the "PARTIES". This Contract shall become effective on date signed by both "PARTIES".
- II. **Scope of Work:** Scope of Work is described in **Exhibit No. 1**. The Scope may be decreased by the OWNER at its discretion and with reasonable notice given to CONTRACTOR. The Scope may be increased upon agreement of the PARTIES according to the rates set forth in **Exhibit No. 1**.
- III. **Term:** The term of this AGREEMENT ("Term") will become effective on date signed by the PARTIES and will be for ____ (x) ____ **period, beginning** ____, 20__ **and shall expire on** ____, 20__. **The contract has four (4) renewal terms, each for one (1) year upon mutual agreement of the PARTIES.**
- IV. **Insurance Requirements:** Insurance requirements are described in **Exhibit No. 2**.
- V. **Contract Cost and Payments:** Cost and payment for services is described in **Exhibit No. 3**.
- VI. **Indemnification:** The CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist. This indemnity agreement shall also specifically apply to all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the use of any machinery, equipment, tools or other paraphernalia furnished by the OWNER for use by the CONTRACTOR, any Subcontractor, or any one directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Notwithstanding the forgoing, it is agreed that CONTRACTOR'S indemnification hereunder, shall not apply to the extent that such damage or resulting loss is attributed to the gross negligence or willful misconduct of the OWNER. In any and all claims against



C-2163 Provide Website Maintenance Services Contract and Exhibits

the OWNER or any of their agents or employees by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Paragraph shall not extend to the liability of the OWNER, their agents, or employees, arising out of (1) the preparation or approval of reports, opinions, change orders or specifications, or (2) the giving of or the failure to give directions or instructions by his agents or employees provided such giving or failure to give is the primary cause of the injury damage.

VII. Termination: This Contract may be terminated by the OWNER or by mutual consent upon thirty (30) calendar days written notice. The OWNER may, by written notice to the CONTRACTOR, terminate the contract for default in whole or in part if the CONTRACTOR fails to:

- a. Provide services that comply with the project specifications or fails to meet the OWNER's performance standards;
- b. Perform services within the time specified in the Contract or any extension to the Contract;
- c. Satisfy the requirements of the OWNER's Small and Emerging Business Opportunity Program, if applicable; and/or
- d. Perform any of the other provisions of the contract.

Prior to termination for default, the OWNER will provide written notice to the CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a plan to resolve the deficiencies within ten (10) calendar days after receipt of notice. The CONTRACTOR shall be liable for any damage to the OWNER resulting from the CONTRACTOR's default of the Contract, which may include any increased costs incurred by the OWNER in completing the Contract. OWNER may withhold payment of funds otherwise due under the Contract until such deficiencies are cured. If the CONTRACTOR is unable to cure the deficiencies and the Contract is terminated, OWNER shall remit to the Contractor those withheld payments.

In the event OWNER terminates the Contract for default, OWNER may take such termination into account when considering whether CONTRACTOR is a responsible bidder for future contracts let out by the Authority. In the event the Authority seeks to disqualify CONTRACTOR on the grounds that CONTRACTOR is not a responsible bidder, the Authority shall use the procedure set forth in La. R.S. 38:2212(X).



C-2163 Provide Website Maintenance Services Contract and Exhibits

- VIII. Force Majeure: Except in the event of pandemics or epidemics, which shall be governed by Section IX, below, either Party shall be excused for failures and delays in performance of its respective obligations under this Contract due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, or inability due to any of the aforementioned causes to obtain necessary labor, materials, or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.
- IX. Pandemic/Epidemic: In the event CONTRACTOR's ability to perform this Contract is affected, either directly or indirectly, by a pandemic or epidemic, including but not limited to the COVID-19 pandemic, CONTRACTOR shall immediately notify OWNER. Such notice shall include the specific ways in which CONTRACTOR's performance is affected, the extent and anticipated duration of those effects, as well as CONTRACTOR's proposed plan to mitigate the effects. Upon receipt of such notice, OWNER will respond within a reasonable period of time accepting, rejecting, or offering modifications to CONTRACTOR's proposed plan. If the Parties cannot agree on a mitigation plan, the OWNER may, at OWNER's option, suspend or terminate the Contract.
- X. Contract Modification: Any and all changes to this Contract must be detailed in writing and mutually agreed upon and shall be accomplished by Change Order.
- XI. SEB/DBE Participation: The OWNER encourages the acquisition of goods and services from and direct participation of small and emerging business ("SEBs") and disadvantaged business enterprise ("DBEs") from the State of Louisiana and New Orleans Region and desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by SEBs and DBEs. The OWNER'S SEB/DBE Program policy document is located at www.exhallnola.com. By signing this Contract, CONTRACTOR agrees to abide by the SEB/DBE Program rules and regulations as set forth in the policy document.
- For this Contract, the OWNER has set a goal of **20%** of Direct or Indirect Participation. CONTRACTOR shall work with OWNER'S SEB/DBE Program Director in order to meet or exceed this goal per the SEB/DBE Program policy document. See **Exhibit No. 4**.
- XII. Living Wage Commitment: CONTRACTOR agrees to pay all employees who perform work on this Contract, including those who work under a subcontract with the CONTRACTOR, in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans, commonly referred to as the Living Wage Ordinance. Failure to do so may be cause for termination under Section VII of this Contract. See **Exhibit No. 5**.



C-2163 Provide Website Maintenance Services

Contract and Exhibits

XIII. Other:

- a. **Ownership of Records:** Upon completion of the services described in this Contract or upon termination, all records, reports, worksheets, or any other materials related to this Contract shall become the property of the OWNER and shall be delivered to the OWNER without additional cost upon written demand, therefore.
- b. **Assignment:** CONTRACTOR shall not assign or transfer any interest in this Contract without prior written consent of the OWNER except as set forth in this paragraph. Claims for money due or to become due to the CONTRACTOR from the OWNER may be assigned to a bank trust company or other financial institution without the OWNER'S written consent. CONTRACTOR or its assignee shall furnish notice of the assignment promptly.
- c. **Audit:** The OWNER reserves the right to audit the CONTRACTOR'S accounts relating to this Contract and/or to permit the Legislative Auditor to perform such an audit in its place.
- d. **Data Confidentiality:** Any financial, personal, technical, and other data and information related to the OWNER'S operation which it deems confidential and made available to the CONTRACTOR in order to carry out this Contract, or which becomes available to the CONTRACTOR in carrying out this Contract shall be protected by the CONTRACTOR from unauthorized use and disclosure.
- e. **Precedence:** In addition, documents not listed in this Contract and any solicitation documents (if applicable) are made a part of this Contract, including: Bid Forms (if applicable); General Conditions; Insurance Documents; Proposal Documents; and any applicable Attachments.
- f. **Independent Contractor:** In performing the Services, CONTRACTOR and Staff are acting as independent contractors, and neither shall be considered an employee of the OWNER. The OWNER shall not exercise any control or direction over the manner or method by which the CONTRACTOR provides the Services. However, the CONTRACTOR shall require all of its staff to perform at all times in accordance with currently approved methods and standards of practice.
- g. **Dispute Resolution State of Louisiana:** Any claims or disputes arising out of or related to this Contract shall be subject to direct negotiation between the PARTIES. If such negotiation is unsuccessful, either PARTY may request mediation. The PARTIES agree that mediation should be a condition precedent to the initiation of any other dispute resolution process arising out of such claims. The PARTIES shall share the mediator's fee equally. Mediation shall be held in the greater New Orleans, Louisiana area, unless another location is mutually agreed to by the PARTIES and shall be enforceable under the laws of the State of Louisiana. Any litigation between the Parties



C-2163 Provide Website Maintenance Services Contract and Exhibits

shall be governed by the laws of the State of Louisiana with the exclusive venue being in the Civil District Court for the Parish of Orleans.

- h. **Non-Discrimination Clause:** It is the policy of the OWNER not to discriminate against any individual, company, or organization that has an officer or employee having any disability of any kind. All products, materials, and services of this project shall be in compliance with the Americans with Disabilities Act (ADA). CONTRACTOR shall not discriminate against any individual, company, or organization that has an officer or employee having any disability of any kind when considering award of a joint venture contract, subcontract, or purchase order.
- i. **Fiscal Funding:** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Board of Commissioners for the Ernest N. Morial New Orleans Exhibition Hall Authority (the “Board”). If the Board finds that there are insufficient funds to provide for the continuation of renewal of the Contract, as the case may be, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. If the Contract is terminated due to insufficient funds, the CONTRACTOR shall be notified in writing of the same at least thirty (30) days prior to the start of the fiscal year for which funds are not appropriated.
- j. **Corporate Resolution:** If CONTRACTOR is being represented in this contracting process, documentation that is acceptable to the OWNER, which establishes that the CONTRACTOR’S Representative has the authority to bind the Corporation to the contract, is required.
- k. **Sustainability Program:** The OWNER has established a sustainability program in an effort to reduce environmental impacts and increase overall sustainability. Where applicable, CONTRACTOR will assist in applying for incentives in the Energy Smart Program administered by Entergy New Orleans and will assist Owner in its efforts to secure and maintain Leadership in Energy and Environmental Design (“LEED”) certification.
- l. **Uniforms and I.D. Badges:** Contractor’s employees shall be neatly uniformed with visible identification badges, which shall be worn at all times when working on Convention Center property. The Contractor shall ensure all of its employees are clean, neat, and appropriately attired with approved uniforms and appropriate shoes during the performance of the services. WIS Badges are to be worn on the front of the uniform where visible and can easily be seen. The Contractor’s employees must use the badge to “swipe” in each day upon arrival and “swipe” out upon departure from the facility. The Contractor shall confine all personnel to the indicated work areas. Restroom facilities located in the area where work is occurring will be designated for use by the Contractor’s personnel. Use of other toilets within the building by the Contractor and



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personnel will not be permitted. Contractor and Contract employees are to take lunch and work breaks in the areas designated by the Owner's representative and not in the front areas of the building occupied by event attendees. The Contractor shall be permitted to use freight elevators only in areas where work is occurring. The elevator must be available to the Owner at all times and the Contractor must coordinate with the Owner's representative use of other elevators/escalators not permitted for use.

Approvals Required:

OWNER:

New Orleans Public
Facility Management, Inc.
900 Convention Center Blvd.
New Orleans, LA 70130

CONTRACTOR:

Signature

Signature

Date

Date

Alita G. Caparotta

Name

Name

Chief Administrative Officer

Title

Title



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Exhibit No. 1: Scope of Work

1. Website Portfolio

Manage online development for an evolving portfolio of 8-10 production websites (some used seasonally) and accompanying development environments. Assist staff in managing the appearance, content and functionality of the owner's websites including but not limited to the following:

- a. Full time, year-round sites:
 - Mccno.com
 - Board.mccno.com
 - Portal.mccno.com
 - Clientwelcome.mccno.com
 - Exhallnola.com
 - Advantagenola.com
 - Morialaward.com
- b. Event-based seasonal sites:
 - Resconnola.com
 - Bayouboiloff.com
 - Nolachristimasfest.com

All sites run individual WordPress 6.8.2 versions with Gutenberg Block Editors (not enabled; our sites are custom built). These are recent-version WordPress-based websites that share a good deal of back-end features and functions. Some (1-2) secondary sites use legacy proprietary design themes. None of the sites utilize e-commerce.

2. Technical Scope

Manage online development and assist staff in managing the appearance, content, and functionality of the websites.

- a. Maintenance includes:
 - Management of software and plugin versions and licensing.
 - Weekly updates to the CMS, plugins, and themes.
 - Oversight of third-party embeds and libraries.
 - Uptime and performance monitoring (e.g., Sucuri).
 - 24-hour response to technical issues.
 - Cross-browser and mobile compatibility assurance.
 - Staging environment maintenance for testing changes.
 - Placement and monitoring of tracking code/pixels; reporting upon request.



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- Management of security tools and web application firewalls.
- Security patching to operating systems.
- Basic system maintenance and logging.
- Domain, email, and SSL certificate management.
- Maintaining proficiency with new web development technology.

3. Security & Maintenance

- Responsible for site uptime, testing, backup strategy, and security systems and processes.
- Implement and monitor firewalls, malware scanning, and intrusion detection systems.
- Apply security patches and updates promptly.
- Manage SSL certificates, including renewals and installation.
- Conduct quarterly security audits and provide reports.
- Implement and enforce secure login protocols (e.g., 2FA, strong password policies) where applicable.
- The Convention Center's plugin-based tool offers manual and/or scheduled backups, saved locally or to remote locations. All sites are kept fully backed up at all times.
- Uptime and data recovery expectations include:
 - Recovery Point Objective (RPO) of four (4) hours.
 - Recovery Time Objective (RTO) of six (6) hours.
- Redundancy and security protocols will be regularly reviewed to mitigate risk. Liability for damages due to cyberattacks or force majeure is limited per the liability section of this agreement.

4. Operational Support

- Provide ongoing content management assistance and technical support (including after-hours and emergency assistance).
- Provide one (1) business day response to standard maintenance and development requests.
- Provide two (2) hour response time to emergency requests (e.g., outages, cyberattacks, weather alerts, legally required postings). Resolution timing depends on severity and complexity.
- Provide an ETA for each submitted request.
- Conduct biweekly meetings to discuss:
 - New requests
 - Ongoing changes
 - Future development



C-2163 Provide Website Maintenance Services Contract and Exhibits

- An average of 40 hours/month will be spent on maintenance and client content update requests for all ten sites.
- Monthly time logs must be submitted with invoices.
- If more hours are anticipated, provide an estimate and detailed explanation before proceeding.
- A separate cost estimate may be requested for additional project work that exceeds the monthly budgeted hours (e.g., new website creation). Work to proceed only upon approval by the Director of Marketing & Communications.

5. Vendor Coordination

- Coordinate third-party vendors (e.g., Mailchimp, GoDaddy, Google) for:
 - Hosting services
 - Domain name and email providers
 - Other peripheral accounts
- Maintain security of web systems hosted by third-party vendors.
- Coordinate with marketing/media agencies for:
 - Campaign tracking integration
 - Reporting and consulting
- Coordinate with application ('App') developers for website integrations.
- Manage and develop custom and 3rd party web-based data reporting solutions (e.g., Google Analytics).
- Provide strategic input and facilitate efforts related to:
 - SEO
 - ADA compliance
 - Privacy

6. Communications & Workflow

- Coordinate with three authorized Convention Center contacts:
 - Director of Marketing & Communications (primary)
 - Marketing Technology Coordinator (oversees all sites)
 - Director of Special Events & Partnerships (oversees: NolaChristmasfest.com, Resconnola.com, Bayouboiloff.com)
- The Director of Marketing & Communications must authorize all new project requests.
- Staff other than the above-mentioned are not authorized to contact the AGENCY directly.
- Associated marketing/app development agencies may be connected directly to the AGENCY only if:
 - Approved by the Director of Marketing & Communications
 - The Director is copied on all correspondence



C-2163 Provide Website Maintenance Services Contract and Exhibits

Exhibit No. 2: Insurance Requirements

Note: Evidence in the form of a Certificate of Insurance is due five (5) calendar days after the notice of award is issued to the successful Proposer, or at the date of execution of this Contract, whichever is sooner.

- A. Commercial general liability insurance with limits of at least \$1,000,000 each occurrence/\$2,000,000 aggregate, including coverage for premises and operations, independent consultants, on-going operations, products/completed operations, personal injury, XCU, contractual liability, and broad form property damage.
- B. Workers' Compensation which shall cover CONSULTANT and its employees for injuries and/or disease arising out of all applicable Louisiana Workers' Compensation laws, including statutory limits in accordance with the Louisiana Workers' Compensation Act and shall include Employers Liability limits in the amount of at least \$1,000,000 each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit.
- C. Professional Liability in the amount of \$1,000,000 to account for Errors and Omissions, in which is not covered by the aforementioned comprehensive General Liability or Commercial General Liability insurance. Such coverage shall remain effective for the contract term's entire prescriptive period.
- D. Excess/Umbrella Liability may be used to meet the minimum requirements for liability insurance.

CONSULTANT shall furnish and maintain such insurance as will protect CONSULTANT, NOPFMI, the Authority, and City of New Orleans of and from any claims, suits, demands, or actions which in any way relate to CONSULTANT's performance of services hereunder or its operations with the Authority with insurance carriers duly authorized to issue policies within the State of Louisiana and which have a current A.M. Best-rating of not less than A- VII. All insurance coverage maintained by the CONSULTANT shall be primary and non-contributory with any insurance maintained by NOPFMI, the Authority, and the City of New Orleans. The insurance carrier and Named Insured for every line of coverage required in this paragraph including the Named Insured, shall waive its rights of subrogation against NOPFMI, the Authority, and City of New Orleans. The commercial general liability, excess/umbrella liability, and automobile insurance coverage shall include NOPFMI, the Authority, and City of New Orleans as Additional Insureds on each policy. The General Liability policy shall include NOPFMI, the Authority, and City of New Orleans as Additional Insured for both on-going and completed operations. If the request for evidence of Additional Insured status for both on-going and completed operations coverage requires two (2) separate Additional Insured endorsements, then both endorsements shall be confirmed on the evidence of insurance. The related excess/umbrella policies, if applicable, shall follow form over the primary General Liability coverage, including Additional Insured provisions. Notice of cancellation shall be provided to the Authority in accordance with the policy language. CONSULTANT shall furnish OWNER with certificates of insurance certificates that indicate that the following insurance coverage with the minimum limits indicated



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below or greater are maintained by CONSULTANT during the term of this Agreement. Failure to maintain coverage as requested could result in termination of the contract.

SAMPLE



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Exhibit No. 3: Contract Cost and Payments

I. Services Fees:

The OWNER agrees to pay the CONTRACTOR the fees for services detailed in **Exhibit No. 1 Scope of Work**.

II. Expenses:

Except as expressly provided in this Agreement, all costs and expenses incurred by CONTRACTOR, shall be at its own expense. All applicable reimbursable expenses shall be billed at reasonable and actual cost and shall be supported by documentation in the form of detailed receipts. Travel and transportation expenses include but are not limited to tolls; parking; airfare; hotel accommodations; and meals at reasonable and customary rates. Guidelines for reasonable expenses include: (i) coach air fare; (ii) mid-size car rentals; (iii) lodging at reasonable business hotel; and (iv) meals at actual and reasonable cost (no alcohol). Where reimbursement for meals is requested, an itemized receipt is required to ensure compliance with applicable state law. Mileage will be reimbursed at then-current IRS rate. Reimbursable expenses will be paid if proper supporting documentation is provided. The OWNER must pre-authorize any travel expenses. Reimbursable expenses must be billed separately than contracted cost listed above.

III. Invoice Submission and Payments:

Invoices for services and expenses may be submitted electronically upon completion of the services to the accounts payable department via email at accounts_payable@mccno.com. Invoices shall include back-up documentation such as timesheets, spreadsheets, receipts, contract number, etc. to support the invoice amount. The Owner shall make payment of approved invoice sums within forty-five (45) calendar days after receipt of a properly documented invoice. No tax is applicable to goods and services sold to the Owner. A tax-exempt certificate will be submitted to you upon request. Payment will not occur until all required documentation is submitted to Owner. Payment will be made electronically.



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Exhibit No. 4: SEB/DBE Participation (See Attached Forms)

Bidders shall present a responsible plan that provides for participation of qualified SEBs and DBEs. Bidders should clearly state SEB and DBE participation goals and their plan for implementation of same in their bids. Bidders should also include information relative to the participation levels proposer has managed on other prior projects, including projects in South Louisiana, if applicable.

Participation shall be counted toward meeting the contract goals only by business entities certified under the SE/Hudson Initiative, the SLDBE, or LAUCP-DBE. The direct participation goal can be achieved through direct Ownership, joint venture participation, OWNER/operator agreements, or sublease agreements for operations. Participation shall include work opportunities in planning, development, construction, and operation of the Project.

The AUTHORITY has set the following goals for this Project:

- SEB/DBE Direct or Indirect Participation Goal of **20%**

Bidders are encouraged to exceed these goals. If a bidder does not meet or believe it can meet the SEB/DBE goals, the bidder should include written documentation of their good faith efforts to secure SEB/DBE participation, the unavailability of potential SEB/DBE firms, and provide justification as to why such goals cannot be met.



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Exhibit No. 5: Living Wage

All Proposers must indicate below by marking in the applicable space whether they agree to pay all employees who perform work on the Contract - including those who work under a subcontract with the Proposer- in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans, commonly referred to as the Living Wage Ordinance. This form should be submitted with the Proposal.

_____ Proposer agrees to pay all employees working on the Contract in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans, including those who work under a subcontract.

_____ Proposer does not agree to pay all employees working on the Contract in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans.

Signature

Date

Name

Title