



P.O. Box 3820  
Pineville, Louisiana  
71361

Office: (318) 449-5650  
Fax: (318) 442-8373

Request for Proposals (RFP) will be received until **12:01 PM CDT, March 21, 2022** and opened at the City of Pineville Administration Building located at 910 Main Street, Pineville, La. 71360.

**Please file proposal with the following:**

Rich Dupree, Chief Of  
Staff  
City of Pineville  
910 Main Street  
Pineville, LA 71360  
318-449-5650 Fax: 318-442-8373  
Copy to Paige  
Weatherford, Chief Financial  
Officer

**INTRODUCTION**

**LEASE OF BODY WORN CAMERAS FOR USE BY POLICE DEPARTMENT, ACCESSORIES, SOFTWARE, VIDEO AND DATA STORAGE**

The City of Pineville (CITY) is soliciting proposals to obtain, through a lease agreement, body worn cameras, accessories, software, video and data storage which partners with the provided body worn cameras, to store, manage, retrieve and share captured digital video for use by the City of Pineville Police Department during conduct of its day to day law enforcement activities. A Service Agreement must be included which provides for service on equipment, hardware and software that is for the same term as the accepted lease agreement. And, the selected Vendor is required to provide training on the use of all components, storage, software and all aspects of the accepted proposal.

Proposals must be delivered or hand delivered to the CITY, located at 910 Main Street Pineville, LA 71360. **Proposals submitted directly to the CITY by facsimile machine or e-mail will be considered non-responsive and will be eliminated from consideration.**

Questions and/or clarification of proposal specifications are to be in written form only, and sent by either facsimile or emailed to the attention of **Rich Dupree, City of Pineville Chief of Staff with a copy to Paige Weatherford, Chief Financial Officer**, PO Box 3820, Pineville, LA 71301; Phone (318)449-5650, Fax (318)442-8372; Email **[rich@pineville.net](mailto:rich@pineville.net)** and **[pbruce@pineville.net](mailto:pbruce@pineville.net)**; and must be received by **11:30 AM CDT, March 16, 2022**. Other employees do not have the authority to respond for the CITY in writing and any attempt to question other employees regarding this RFP may result in the CITY disqualifying that Proposer. Only written responses from the Chief of Staff or the Chief Financial Officer or other person designated by the Mayor, will be binding with regard to inquiries requesting clarification or additional information.

## **GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY**

1. The provisions and requirements of this bid shall not be considered as informalities and shall not be waived by the CITY. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
2. Each bidder shall return the complete bid package as issued by the CITY with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, may result in the vendor's entire bid package being rejected.
3. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
4. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
5. The bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the CITY.
6. The CITY reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
7. All erasures or corrections on the bid form must be initialled and the CITY may rely on the apparent authority represented by the initials.
8. The CITY reserves the right to reject any and all bids or parts of bids, or accept bids most beneficial to the CITY.
9. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
10. Bids shall be opened publicly in the CITY's Administrative Offices located at 910 Main Street, Pineville, La. 71360
11. Cash discounts may be accepted, but SHALL NOT be considered in making award.
12. No contract shall be binding upon the CITY until it has been executed by the CITY and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the CITY. This action may result in the loss of bidding privileges for a period of one (1) year.
13. The CITY shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.
14. The CITY is exempt from all sales taxes. A sales tax exempt form shall be furnished by the CITY, if requested.

15. Bidder(s) awarded item(s) by the CITY shall be responsible for supplying all products at the awarded price(s). Failure may result in the CITY's cancellation of the remaining items awarded.

16. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the CITY and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:

(a) By the CITY, for convenience, upon thirty (30) days written notice to the other party;

(b) By the CITY, immediately, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or

(c) By satisfactory completion of all services and obligations described in the contract.

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the CITY by means of certified mail informing him of cancellation of the contract.

17. All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative in accord with Louisiana Law.

18. Any modifications to this Request for Proposal will be made through a written addendum. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the CITY's website ([www.PINEVILLE.net](http://www.PINEVILLE.net)) Addenda will be issued to address any submitted Request for Clarification and questions and answers along with any changes to the documents as a result of these clarifications.

19. Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the Master Agreement, to include all applicable federal clauses.

20. The CITY encourages participation by minority and/or disadvantaged business enterprise firms.

21. Proposals will be handled in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material is considered public information.**

22. This RFP does not commit the City to pay any costs incurred by a Proposer for preparation and submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

23. All documents submitted in response to the RFP shall immediately become property of the CITY.
24. Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the CITY, the CITY reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the CITY. Should the CITY require clarification from the Proposer, the CITY shall contact the individual named as the organization's contact person. Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the CITY. The CITY may elect to conduct post-submission reference checks, Proposer interviews or best and final offers with any Proposers that are not eliminated based on their proposal.
25. The Mayor may authorize award of the Contract to the successful Proposer(s) and will designate the successful Proposer(s) ("**Contractor**") as the CITY's provider(s). The CITY will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the CITY and to provide the necessary evidence of insurance as required in the Contract documents.

## **AFFIDAVIT OF PROPOSER**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

### **PROPOSER**

who, after being duly sworn, did declare and state:

Proposer's company is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

Proposer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

Proposer shall require all subcontractors to submit to Proposer a sworn affidavit verifying compliance with La. R.S. 38:2212.10 (C) (1) and (C) (2).

Proposer has the authority and personal knowledge requisite to testify to the matters stated herein.

**NAME OF PROPOSER**

**AUTHORIZED SIGNATORY OF PROPOSER**

**TITLE OF AUTHORIZED SIGNATORY OF PROPOSER**

**SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER**

SWORN TO AND SUBSCRIBED before me, Notary Public, in \_\_\_\_\_(CITY), \_\_\_\_\_(STATE)

on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC (Notary ID/Bar Roll No. \_\_\_\_\_)

Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_.

## **INSTRUCTIONS TO PROPOSERS**

### **1. DEFINITIONS AND ACRONYMS:**

**CITY:** The CITY, a municipal corporation of the State of Louisiana.

**Contractor:** The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**Proposer/Offeror:** One who submits a proposal in response to this solicitation. The terms “Offeror” and “Proposer” are used interchangeably and have the same meaning.

**Request for Proposal (RFP):** A method of procurement permitting discussions with the responsible offerors (at the discretion of the CITY) and revisions to proposals prior to award of a contract.

**Successful Offeror/Awardee:** The qualified, responsible and responsive Proposer/Offeror to whom the CITY makes an award on the basis of the CITY’s evaluation as hereinafter provided.

**Task Order/Purchase Order:** Form(s) used to initiate contract service. The terms “Task Order” and “Purchase Order” are used interchangeably and have the same meaning.

### **2. OMISSIONS OF DETAILS/VARIANCES AND EXCEPTIONS:**

The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. Omissions of any essential details from the specifications will not relieve the Contractor of supplying such services or product(s) as specified.

### **3. COSTS AND COMPENSATION:**

Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars.

All costs and compensations shall remain firm and fixed for an acceptance period of 90 calendar days after the day of the RFP opening, and for the duration of the resulting contract.

The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all cost of transportation, delivery, installation as applicable within the scope of this solicitation.

### **4. SUBMISSION OF PROPOSALS:**

Offerors shall submit three signed copies of the proposals in a sealed envelope clearly marked “Body Camera Proposal”. Proposals shall be typed or legibly printed in ink. The proposal envelope shall contain a signed cover letter including the company’s name, address and primary contact with phone numbers.

All proposals shall be signed in accordance with the General Conditions of this solicitation and, due to the exigent nature of this solicitation, must be hand-carried or delivered to the address on the front page before the due date.

## **5. REJECTION OF PROPOSALS:**

To the extent permitted by applicable state and Federal laws and regulations, the CITY reserves the right to reject any and all Proposals, to waive any and all informalities allowed by State of Louisiana statutes, not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not requested, conditions or unauthorized alterations or irregularities of any kind.

## **6. QUALIFICATIONS OF OFFEROR:**

As a part of the evaluation process, the CITY may conduct a background investigation including a criminal record check of the Offeror's officers and/or employees, by the Rapides Parish Sheriff's Office. The Offeror's submission of a proposal constitutes acknowledgement of and consent to such an investigation. The CITY will be the sole judge of said determination.

The CITY reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of a contract.

The CITY may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the CITY for the acts and omissions of all employees working under its direction.

## **7. INDEPENDENT CONTRACTOR:**

An awarded contract resulting from this RFP does not create an employee/employer relationship between the Parties. The Contractor agrees that it is a separate and independent enterprise from the CITY.

## **8. INSPECTION:**

The CITY shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the CITY. Any items rejected shall be removed from the premises of the CITY and/or replaced at the entire expense of the Contractor.

## **9. PERMITS, FEES AND NOTICES:**

Awardee shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of these charges shall be included in the Price Proposal except where expressly noted in the specifications.

## **10. PERFORMANCE SCHEDULE**

All services will be ordered by issuance of a Task Order which shall contain an agreed upon schedule for performance deliverables.

## **TECHNOLOGY INFORMATION AND REQUIREMENTS**

All potential vendors must provide detailed and specific information on the following characteristics and requirements of their body-worn camera systems.

### **Camera Characteristics:**

- Maximum total combined weight of device to be worn by officers
- Minimum recording capability on a single battery charge
- Minimum storage capacity on the device
- Minimum sustained stand-by battery life without recharging
- Recording indicator visible to the operator
- Ability for the officer/operator to turn the recording indicator off and on
- Minimum field of vision
- Low light functionality similar to the human eye
- Ability to disable night vision function
- Ability to transfer camera between multiple locations on the body
- Maximum number of wire or cable connections for the worn device
- Auto-tagging function for date/time, including hours, minutes, and seconds
- Additional product literature

### **Display and Access:**

- Ability to view the video in the field
- Presence of enhanced user authentication
- Existence of a log showing users that have viewed and copied the video
- Ability to set and control the length of video retention by the System Administrator
- Identified management of account administration
- Ability to support multiple concurrent user log-ins
- Existence of customized search criteria
- Built in audio and video redaction capability
- Customizable logs/reports

### **Technical Capabilities:**

- Capability with existing City of Pineville Police Department computer system

### **System Warranty:**

- Minimum warranty for all patches, hardware, and software with option to extend warranty
- Articulated Return Material Authorization process
- Maximum time allowed for replacement of inoperable equipment by the vendor

### **Qualifications and Experience:**

- The Potential Vendor shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity, and the length of time the firm has been providing the requested service.
- The Potential Vendor shall list the proposed key members of staff to be assigned to the City's contract including their roles and estimated participation in delivering the services.
- The Potential Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs.
- The Potential Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.



- If selected, Vendor, and any of their employees who work with the video system, must agree to submit and pass a criminal background check.

### Storage

- Ability to export video in an industry standard file format
- Acknowledgment that all data is property of the city and must be made available at no additional cost
- Storage solution compliance with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. No external party-initiated connections will be allowed. The storage facility must be located within the United States (lower 48) including data storage for disaster recovery (DR) solutions.
- Clear indication of storage costs, equipment replacement costs, and cloud transactions costs. Disclosure of all additional costs.
- Ability to export audit trail along with video, including redactions. Identified scope of audit trail.
- Identified data integrity.
- Capability to produce digitally authenticated duplicates.

### Technical Component:

- Ability to index data, e.g. officer name, serial number, date/time of recording, report number, and type of crime.
- Ability to automatically integrate with CAD systems and list or identify supported CAD vendors.
- Identified technical support and assistance that will include, but not be limited to the following; devices worn by police personnel, docking/charging stations, networking equipment, WAN/LAN connectivity, system software, system upgrades, and video retrieval software and procedures.
- Identified areas of expertise and resources available both nationally and locally to provide the requested services.
- Described process for video uploading
- Supported integration system to support integration for the backup of data (including video and database with audit logs) for data integrity in the event of corruption or malware.
- Supported local backend infrastructure in addition to CJIS compliant cloud storage with the ability to migrate in either direction at the discretion of the police department.

## OWNERSHIP AND PUBLIC RECORDS

The City shall own all rights to the data and video that is stored at the Vendor's host site, (if applicable) with no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider, the City must follow the State's Retention Records Schedule. It will be the responsibility of the City to notify the Vendor when the data can be deleted from the Vendor's host site.

**ALL PROPOSERS MUST PROVIDE WRITTEN RESPONSES TO THE FOLLOWING QUESTIONS. RESPONSES WILL BE CONSIDERED AS PART OF THE SELECTION PROCESS. PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY.**

1.	What is the model number and name of the body camera you are proposing?	
2.	What are the options and associated costs for mounting the body camera to the head, chest, glasses and helmet?	
3.	How much does the body camera, mounting bracket and associated	

	equipment weigh? Does it vary by mounting location and if so, please explain the difference.	
4.	What are the dimensions of the body camera, mounting bracket and associated equipment? Does it vary by mounting location and if so, please explain the difference.	
5.	What is duration of the battery charge? How does a City employee return the battery to full charge?	
6.	Can a battery be replaced or recharged in the field by a police officer while performing law enforcement duties? If so, how?	
7.	How does a City employee know that a battery needs to be recharged?	
8.	Is there a back-up battery in the event the primary battery fails? If so, please describe.	
9.	How does a City employee know whether the camera is recording?	
10.	Can a City view data collected in the field? Does the data include audio?	
11.	Is the camera and associated equipment protected in some way from dust, dirt, water or other material intrusion? If so, how?	
12.	What level of impact must occur to damage the camera?	
13.	Can the camera memory be expanded at a future date? If so, how is this done, for how long in the future is this allowed and what are the costs of same?	
14.	What is the frame recording rate per second of the camera?	
15.	What is the maximum resolution for recording at various frames per second?	
16.	What is the maximum camera resolution?	
17.	What are the field of view specifications?	
18.	Does the camera have the ability to capture still photos? If yes, at what Megapixel?	
19.	Does the camera apply date and time stamp to still photos and/or video? If so, in what format?	
20.	What are the GPS marking capabilities and attributes?	

21.	What is the continuous operational time and storage capacity of the highest video resolution and frame rate available for the proposed camera? Please include the resolution and frame rate referenced.	
22.	What is the light level rating for the proposed camera?	
23.	Please describe night mode and include the distance, clarity and field of view.	
24.	Is there a pre-event record? If so, what is length and what is included on recording.	
25.	Is it possible to delete and/or modify audio and/or video captured on the camera? If so, how can that occur?	
26.	Can events be "marked" during recording? If so, when and how is this accomplished?	
27.	Is the application deployed and supported on premise, a cloud application or a hybrid?	
28.	Is the application upgraded? If so, how often, at what costs to the City and does the upgrade process require the camera to be out of service during the upgrade process?	
29.	How does the video content transfer from the camera to the storage location?	
30.	Will the proposed applications support the management of uploaded video from other recording sources? Will the application allow import, playback and editing of other video formats?	
31.	Does the system have 24x7 help/support services available and at what costs to the City? If not, please describe the help/support services available.	
32.	Please describe security access and whether it will allow segregation/ limitation of access to video content data?	
33.	Where and how is the data stored (video, audio and metadata)?	
34.	How is the data backed up?	
35.	What is the ability to set retention periods for data storage and can this be managed by system administrators?	

36.	What certifications does your system have?	
37.	What web browsers is your system compatible with?	
38.	Are there restrictions on the number of simultaneous uploads? If so, what are they?	
39.	Please describe all performance metrics	
40.	What are the bandwidth requirements for one unit downloading the maximum video capacity?	
42.	What attributes does your system have that allow for download management.	
43.	Does your software allow video marking with searchable metadata?	
44.	Please describe redaction capabilities within the software, if any.	
45.	What are the capabilities to audit system access and modifications? Please describe the chain of custody abilities to determine who has accessed, viewed, edited or copied data.	
46.	Please describe your approach to training, the type, frequency and cost to the City.	
47.	Please describe your approach to admin training, the type, frequency and cost to the City.	
48.	Do you provide training on how the system produces customized, ad-hoc, aggregate reports? If so, how and what is the cost to the City?	
49.	Please provide a sample contract.	
50.	Please describe our data rights and how we would retrieve our data and information in the event of our relationship being terminated.	
51.	Please provide a cost summary and itemization. Include the cost of any modifications.	

52.	If a cloud solution, please describe CALEA and CJIS compliance for both the application and hosting. Please describe any other compliance considerations. NOTE: CALEA (OPD Accrediting Body) requires that if we use a service provider for electronic storage of data (i.e. vendor or cloud storage) the written agreement establishes: a) data ownership; b) data sharing, access, and security; c) loss of data, irregularities and recovery; d) data retention and redundancy; e) required reports, if any; and f) special logistical and financial arrangements.	
53.	Please describe the length of contract you are proposing and how replacements and upgrades will be handled.	
54.	Describe the equipment refresh contracts available; i.e. Lease, hardware maintenance, warranty, etc	
55.	Please describe how the contract will be structured to allow for expansion of additional units.	
56.	Will the company send legal representation to present in a legal case in the event there is a lawsuit pertaining to use and application of the body camera system? If so, at what cost to the City?	

**If you would like multiple solutions considered, please submit one form for each proposed solution.**

#### **FIRM QUALIFICATION AND PROPOSAL REQUIREMENTS.**

All submitted Proposals shall contain a statement of qualifications which should, at a minimum, include the following:

- A. A list of all qualified personnel, including all sub-contractors, required to perform the services listed herein. As the number of team members will be evaluated, this list should include the resumes and qualifications of each listed personnel including all sub-contracting personnel that would be assigned to this project.
- B. A statement of the firm's and sub-contractor(s) experience. This statement should, at a minimum, list and describe services provided in the past including company name, point of contact and a phone number.
- C. A detailed description of the Proposer's Project approach including elements to be performed by CITY staff.
- D. A fee schedule that accounts for all project costs provided in hourly rate format for personnel.

## **EVALUATION PROCESS.**

Proposals will be reviewed by representatives of the City selected by the Mayor. The contract will be awarded to the Potential Vendor whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest.

Each Proposer agrees that, if asked, it will participate in an evaluation by the City of the proposed camera/software etc...solution submitted by said Proposer. This evaluation will be at no costs to the City and all data collected will be submitted to the City at no cost and in viewable, indexed and searchable format.

## **SELECTION/SCORING CRITERIA**

Proposals will be evaluated according to the following criteria:

Step I: Proposals will be reviewed to assure substantial compliance with the minimum specifications. Proposals that do not comply with the minimum specifications may be rejected, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed /analyzed to determine if the proposal adequately meets the needs of the CITY. Factors to be considered are listed below.

The successful Offeror(s) will be selected based upon the best response offered to the CITY. Offerors may be asked to give an oral presentation after submission of responses should the CITY find it necessary, in order to determine which is the best qualified firm.

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
<b>Firm Qualifications and Experience</b>	<b>0 – 20 pts.</b>
<b>Staff Qualifications</b>	<b>0 – 20 pts</b>
<b>Technical Qualifications &amp; Capabilities</b>	<b>0-30 pts.</b>
<b>Cost of Proposal</b>	<b>0-30 pts.</b>

A selection committee made up by persons appointed by the Mayor will review and evaluate all proposals. The selection committee will have only the response to the solicitation to review for selection. It is therefore important that respondents emphasize specific information important to their respective proposal. The CITY reserves the right to accept or reject all proposals, to award without negotiations and to accept the best overall proposal to meet the CITY's needs.

## **PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the CITY adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the CITY or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me \_\_\_\_\_

BY:

SIGNATURE

this \_\_\_\_\_ day of \_\_\_\_, 2022

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED \_\_\_\_\_

Signature of Notary  
Notary Public, State of

\_\_\_\_\_  
MAILING ADDRESS/ OR IF DIFFERENT  
YOUR PRINCIPAL PLACE OF BUSINESS

Personally Known

-OR-

\_\_\_\_\_  
CITY, STATE, ZIP CODE

Produced Identification \_\_\_\_\_

(    )

Type: \_\_\_\_\_

TELEPHONE NUMBER

DUNS Number: \_\_\_\_\_

(    )

FAX NUMBER

Company Tax ID #

(The CITY only requires Company Tax Id numbers. The CITY is not requesting individual social security numbers.)

\_\_\_\_\_  
EMAIL ADDRESS

## LIST OF PROPOSED SUBCONTRACTORS

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_ MBE/DBE: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact Person: \_\_\_\_\_

Proposed Scope of Work: \_\_\_\_\_

(Make Additional Copies of this Sheet if Needed)



**ANTI-COLLUSION  
AFFIDAVIT**

State Of \_\_\_\_\_

Parish Of \_\_\_\_\_

1. He is the \_\_\_\_\_ of \_\_\_\_\_ attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said Proposer, nor any of its officers, partners, CITY's agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix any overhead, profit, or cost element of the proposal price of any other Proposer to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against , or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, CITYs, employees, or parties, in interest, including this affiant.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name and Title)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_

CITY of \_\_\_\_\_, LA

My Commission expires \_\_\_\_\_ .

**ANTI-LOBBYING  
AFFIDAVIT**

State Of \_\_\_\_\_

Parish Of \_\_\_\_\_

1. \_\_\_\_\_ He is the \_\_\_\_\_ of,

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not collusive or sham proposal;

4. Neither the said Proposer, nor any of its officers, partners, CITY's agents, representatives, employees, sub- Contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and

5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, CITYs' agents, representatives, employees, sub-Contractors or parties in interest.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_

CITY of \_\_\_\_\_, LA

My Commission expires \_\_\_\_\_

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### **CHECK ONE**

- ☐ To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

- ☐ The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

### **CHECK ONE**

- ☐ The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against it by such entities during the past ten (10) years.
- ☐ The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any court, state or federal, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED  
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

**INSTRUCTIONS FOR CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within \_\_\_\_\_ Request for Proposal Number \_\_\_\_\_ dated \_\_\_\_\_, 2022, hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
DATE