

REQUEST FOR PROPOSAL

Installation and Implementation of a new 800-Mhz digital 10-channel Trunked Radio System

Solicitation # 2023-SWB-81



Proposal Due Date: November 13, 2023

Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
Installation and Implementation of a New 800-Mhz digital 10-channel Trunked Radio System

SWBNO is seeking proposals to furnish and install new equipment and necessary materials and other items as needed for the commissioning of a digital 10-channel trunked radio system to replace the existing analog radio system.

RFP will be available **October 13, 2023**, for download at the following websites:

SWBNO: https://www2.swbno.org/business_bidspecifications.asp

LAPAC: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181>

A **mandatory** pre-bid conference for this RFP will be held on **October 23, 2023**, at **11:00 am CST** at the Sewerage & Water Board Administration Building, 625 St. Joseph Street, Rm. 131 (Purchasing Conference Room), New Orleans, LA, or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting

Join on your computer, mobile app, or room device

[Click here to join the meeting](#)

Meeting ID: 266 489 576 141

Passcode: zAKsn4

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 504-224-8698, 362122891#](#) United States, New Orleans

Phone Conference ID: 362 122 891#

[Find a local number](#) | [Reset PIN](#)

At this meeting, staff will discuss the scope of work, proposal requirements, and respond to questions from the attendees.

Inquiries and/or Requests for Clarification are due to **Paul Mitchell, Procurement Agent, on October 30, 2023, no later than 5:00 pm CST** via in writing to lmitchell4@swbno.org. All responses will be posted on or before **November 6, 2023, no later than 5:00 pm CST**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **November 13, 2023, at 11:00 am** local time. For submission instructions, see proposal documents.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

Furnish and install new equipment and necessary materials and other items as needed for the commissioning of a digital 10-channel trunked radio system to replace the existing analog radio system.

1.2 Proposal Preparation

Proposals submitted for consideration should follow the format and order of presentation provided in Part IV - Proposal Submission Requirements.

1.3 Point of Contact/ Inquiries/ Requests for Information:

All correspondence and other communications regarding this RFP shall be directed to **Paul Mitchell, Purchasing Agent**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, 504-585-2428, lmitchell4@swbno.org

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to lmitchell4@swbno.org, no later than timeline stated in the **Anticipated Proposal Timetable**. Any request received after that time may not be reviewed for inclusion in this RFP. The request shall contain the requester's name, address, and telephone number.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on Board's website, and issued prior to the RFP's Delivery Deadline. The Respondents shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.4 Questions and Answers

Inquiries and/or Requests for Clarification are due to **Paul Mitchell, Purchasing Agent, on October 30, 2023, no later than 5:00 pm CST** via in writing or email to lmitchell4@swbno.org. All responses will be posted on or before **November 6, 2023, no later than 5:00 pm CST**. Do not contact other SWBNO program personnel with questions regarding this RFP.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on SWBNO's website, and issued prior to the RFP's Delivery Deadline. The Proposers shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.5 Submission of Proposals

Proposers who are interested in providing services requested under this RFP can submit a proposal either courier/mail service or via email.

Ways to submit a response:

Hard Copy Submission:

One (1) signed hardcopy of the bid with one (1) electronic version in searchable .pdf on a flash drive in a sealed envelope

and

One (1) Signed hardcopy of the cost proposal in a separate sealed envelope

Marked 2023-SWB-81 – Installation and Implementation of a new 800-Mhz digital 10-channel trunked radio system

To:
Sewerage & Water Board of New Orleans
Attn: Cashanna K Moses - Procurement Department
625 St. Joseph Street, Room 133
New Orleans, LA 70165

Mail or courier: Proposer remain responsible for ensuring that the proposal is delivered prior to the submission deadline with a proof of delivery. Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

Electronic Submission:

(1) Digitally signed technical proposal and (1) digitally signed cost proposal in searchable PDF format to bids@swbno.org

Subject Line: **2023-SWB-81 - Installation and Implementation of a new 800-Mhz digital 10-channel Trunked Radio System**– [Proposer Name]”.

If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with “Part 1 of #” included at the end of each original Subject Line (e.g., RFP# marked “**Installation and Implementation of a new 800-Mhz digital 10-channel Trunked Radio System**– [Proposer Name] – Part 1 of 3”).

Email: If the Proposer intends to submit the response by email, the date and time of the email received by the Procurement Dept. constitutes the time stamp of receipt. The date and time of the email sent by Vendor does NOT constitute a proof of receipt. The Procurement Dept. encourages Vendors to confirm that the response was received timely.

Board assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g., Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

Fax submission will not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

Proposers must complete all required attachments and submit along with proposal submission. Failure to complete and submit the required documents and attachments may result in your proposal deemed non-responsive. Proposals should clearly demonstrate the Proposer’s qualifications to perform the needed services and attend all factors applicable in a professional relationship.

All proposals must be received by Board on or before the Delivery Deadline. Proposals delivered after the said deadline will not be accepted.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by SWBNO prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to SWBNO prior to the proposal due date and time.

The Board reserves the right to reject all responses to the RFP (with reasonable explanation) and/or to waive any informalities in evaluating the RFP responses if it deems this to be in the best interest of the Board, its customers, and the general public. The Board reserves the right to qualify Proposers as it deems in its best interest.

1.7 Prohibition of Communication

From the time of advertising, and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with Board's staff, Selection Committee members and elected officials. This does not apply to oral presentations before selection committees, contract negotiations, or communications at any time with any Board employee or elected official regarding matters not concerning this RFP. Breaking the established prohibition on communication may result in a disqualification of the proposal.

1.8 Ownership

All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

1.9 Effect

This RFP and any related discussions, evaluations, qualifications, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this RFP. The Board may cancel or modify this RFP or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issued the exclusive statement of rights and obligations extending from this solicitation.

1.10 Errors or Omissions

The Board will not be liable for any error in any proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Board reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Board or the Respondent. The Board, at its option, has the right to require clarification or additional information from the Respondent.

1.11 Cost of Preparation

The Board is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the RFP are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Board.

1.12 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in SWBNO's RFP process; however, SWBNO reserves the right to deviate from this schedule.

Table 1. Anticipated RFP Schedule Summary

Event	Date	Local Time
RFP Release	October 13, 2023	
Mandatory Pre-Proposal Meeting	October 23, 2023	11:00am
Deadline for SWBNO receipt of written questions from prospective proposers	October 30, 2023	5:00pm
Responses to questions/clarification	November 6, 2023	5:00pm
Proposal due date and time	November 13, 2023	11:00am
Award of Contract(s)	TBD	

1.13 Bid Protest Procedures

Any formal protest the recommendation of award which is to be made by an aggrieved Proposer must be submitted in writing to the Procurement Director, Cashanna K Moses at cmoses@swbno.org according to Sewerage and Water Board of New Orleans Policy 83(R): Procedural Rules for Bid Appeals.

1.14 Public Records Request

To request a public record for the proposal documents, please submit to the following website:
<https://swbno.nextrequest.com/>

PART II. GENERAL INFORMATION

Sewerage and Water Board of New Orleans Request for Proposals Installation and Implementation of a New 800-Mhz Digital 10-channel Trunked Radio System

2.1 Overview of the SWBNO

The SWBNO operates and maintains infrastructure through Orleans Parish to provide safe drinking water to support fire protection and the public health of all residents, improve sewerage collection services to support public safety and sanitation, and more effectively collect and convey stormwater out of the City of New Orleans to reduce the risk from flood events. The SWBNO remains diligent in improving public safety for the citizens of New Orleans continuously at a reasonable cost to the community.

2.2 Scope of Work

2.2.1 GENERAL

A. Selected vendor shall furnish equipment, materials, labor, and other items as needed to install and commission a digital 10-channel trunked radio system in a dedicated radio/communications equipment building. SWBNO currently maintains an existing 10-channel radio communications system consisting of the components listed under Section 2.2.1.E., where 3 channels are used for drainage, facility maintenance, and garages, 4 channels are used for sewer pumping and route crews, and 2 channels are used for meter reading. One channel is not currently in use. One component of the existing system in particular, the analog repeater, will need to be upgraded with a digital repeater (Kenwood NXR-5900 NXDN) but in general all new equipment shall be Kenwood manufactured or Kenwood compatible. Section 2.2.13. lists new digital components that must be furnished and installed for the new digital radio system. Contractor shall provide all ports, switches, equipment racks, grounding kits, and other ancillary equipment required for system installation and operation, and future redundant repeater system (See Section 2.2.1.D for more details).

B. The new Radio system shall allow each new radio unit to have full and complete access with each other new unit in the Board's radio network, with different group and area functions programmable within each radio. The new system will have a 22-mile radius for transmit and receive distance, utilizing a single repeater site at the Panola Water Tower (PWT) at the Carrollton Water Plant. Equipment will be installed in the new 'radio building' at the base of the tower. The new digital repeater system shall work (backwards compatible) with the existing analog radios (See Section 2.2.1.E. for existing mobile radios).

C. System shall be a new digital Kenwood compatible 800 MHZ trunked radio system, or Approved Equal, and shall employ the following features and advantages:

1. Utilization of ten (10) voice channels.
2. Little or no waiting for channel access.

3. Freedom from “Stepped-On” messages or interference from other users.
4. Enhanced privacy - restricts access to confidential information.
5. No need to monitor channel.
6. Telephone interconnect capabilities.
7. Complete user programming of all radio units in field.

D. System shall utilize two (2) separate antenna systems (in whatever configuration the proposer determines best) for a fully primary and redundant system at the Panola Water Tower. Antennas are to be installed at the top of existing Panola Water Tower for both the primary and redundant system. The redundant system is to be installed by the Owner at a later time as part of a separate contract.

The Carrollton Water Plant site shall house ten (10) repeaters and all other equipment necessary to provide the ten (10) channel trunked system. However, provisions shall be made on all equipment located at the site to allow them to function on a ten (10) channel trunked system the Board plans to employ in the future, simply by making modifications - not by replacing equipment. This would be a separate, redundant ten (10) channel system.

E. SWBNO has a limited amount of equipment as part of the existing system that may be repurposed for this use. Vendor will coordinate with SWBNO on these items, which are listed below. The Contractor will determine if any components are compatible and reuse those components if they are deemed to be usable.

10-Channel Backbone, 3-Redundant Sites

Item	Part Number	Manufacture	Description	Qty
1	TKR-9300SK1	KENWOOD	800 MHz 130W LTR Repeater 806-821 / 851-866 MHz With LTR Dispatch Trunking Controller KSGC452L	27
2	TKR-9300SK1	KENWOOD	800 MHz 130W LTR Repeater 806-821 / 851-866 MHz with LTR Dispatch w/Interconnect Trunking Controller KSGC459L	3
3	KSGOMOD2	KENWOOD	High Performance Site Management Modem	3
4	KSGPS20201	KENWOOD	20A, 13.8VDC Rack Mount Power Supply	6
5	KSGMS100P1	KENWOOD	12 Outlet, 15Amp, AC Power Strip, Rack Mount	6

Mobile Radios

Item	Part Number	Manufacture	Description	Qty
6	TK-980	KENWOOD	800 MHz LTR Mobile Radio with FleetSync	571

Accessories for Mobile Radios

Item	Part Number	Manufacture	Description	Qty
7	KMC-9C	KENWOOD	Desktop Microphone for TK-980	72
8	SS-18-TK	ASTRON	Desktop Power Supply For TK-980	72
9	MUF8103	PCTEL	3dB Gain Heavy Duty Antenna Roof Mounted Antenna	503

10	MLFML195N M	PCTEL	NMO Ring Mount for MUF8103 Antenna	503
11	KAP-1	KENWOOD	Horn Alert/ P.A. Relay for TK-980	5
12	KCT-19	KENWOOD	Accessory Connect Cable For KAP-1	5
13	APR852.3	PCTEL	“On-Glass” II Antenna w/ accessories for TK-980 Mobile Radios	50

Portable Radios w/Antenna

Item	Part Number	Manufacture	Description	Qty
14	TK-480K4	KENWOOD	800 MHz LTR FleetSync Portable Radio with DTMF Keyboard	96

Accessories for Portable Radios

Item	Part Number	Manufacture	Description	Qty
15	KNB-22N	KENWOOD	2100 mAh NI-MH Rechargeable Battery	96
16	KSC-24	KENWOOD	Rapid Rate Dual-Chemistry Ni-Cd/Ni-MH Charger	96
17	KMC-41	KENWOOD	Mil-Spec Noise Canceling Speaker Mic for TK-480K4	10
18	KLH-6SW	KENWOOD	Swivel Belt Loop for TK-480K4	96
19	KLM-76B	KENWOOD	Heavy Duty Leather Case for TK-480K4	96
20	KHS-15-OH	KENWOOD	Over-The-Head Noise Reduction Headset	5
21	KHS-11BL	KENWOOD	2 - Wire Palm Mic w/Earphone	2
22	KHS-12BL	KENWOOD	3 - Wire Lapel Mic w/Earphone	2

Service Monitor

Item	Part Number	Manufacture	Description	Qty
23	2945B	AEROFLEX	Communication Service Monitor, STD, English	1

Accessories for Service Monitor

Item	Part Number	Manufacture	Description	Qty
24	294xOpt2	AEROFLEX	Analog Systems Card	1
25	294xOpt18	AEROFLEX	LTR For 2945B (Requires option 2 to be fitted)	1
26	294xOpt30	AEROFLEX	Bail Arm and Front Panel	1
27	46662 / 779	AEROFLEX	Soft Carrying Case	1
28	54421 / 001	AEROFLEX	BNC Telescopic Antenna	1
29	294xOpt3	AEROFLEX	High Stability OCXO	1
30	294xOpt6	AEROFLEX	Memory Card Drive	1
31	294xOpt26	AEROFLEX	Tone Remote	1
32	294xOpt32	AEROFLEX	Internal Battery Pack (2945B Only)	1
33	44991 / 145	AEROFLEX	Microphone With PTT	1
34	59999 / 170	AEROFLEX	RF Directional Bridge	1
35	59000 / 189	AEROFLEX	Memory Card 128k for 2945, 2965	1
36	W2945B / 205C	AEROFLEX	Warranty Extension three years with scheduled calibration, for 2945B Service Monitor.	1

F. All radios and equipment offered for consideration under this RFP shall be new and current production equipment with FCC type listing and FCC type acceptance.

2.2.2 INSTALLATION OF REPEATER

A. All furnished new Repeater Systems requiring an installation under this RFP shall be installed, tested, and made operational by the RFP or unless the Board decides otherwise. The Board will provide the programming data and program the system.

B. The Contractor shall provide to the Board with the latest Kenwood or Approved Equal programming software, software license keys, and programming cables, complete in every respect, to allow Board to program the entire new radio system completely and independently, and to make continual programming changes. Any computers, software data, licenses, cables, and programming devices deemed necessary for installation, shall become property of the Sewerage and Water Board.

2.2.3 MOBILE RADIOS

A. Contractor shall furnish new digital compatible mobile radio units, Kenwood manufactured, or Approved Equal, totally capable of providing all the advantages of a trunked radio system.

Mobile radios to be delivered to the Board (no installation/programming required) under this RFP.

- a. Unopened “still in box” (**50 mobile radios**)
- b. Specifications for existing Radio (Transmitter and Receiver) are as follows for reference:

Power Output (Transmitter): 15 Watts
Spurious Response (Receiver): 80 dB
Spurious Response (Transmitter): 60 dB
Selectivity: 75 dB
FM Noise: -45 dB
Frequency Stability: ± 1.5 PPG

Antenna Impedance: 50 Ohms
Modulation: 16KØF3E
Intermodulation Distortion: 70 dB
Audio Distortion: 3%
Audio Output: 4 Watts
Sensitivity (12dB SINAD): 0.25 μ V
Frequency Separation (Band Spread): 19 MHz
Frequency Range (Receiver): 851 - 870 MHz
Frequency Range (Transmitter): 806 - 825 MHz
Channel Spacing: 25 kHz
Maximum Systems: 32
Maximum Groups: 250
Maximum Channels: 600

B. Existing mobile units are equipped with the following features for reference:

1. All radios are field-programmable equipped with a Data-Ready connection port. Flash Memory Advantage is utilized to allow unlimited updates and system architectural changes.

2. All radios are furnished with internal speakers. Provisions are made within the radio to allow connection of an external speaker without disassembly of the radio; There is a jack on outer case of radio to plug in external speaker cable.
 3. Radios are furnished with a minimum capacity of 600 channels. Channel spacing is 25 kHz.
 4. Radios are equipped for trunked system (thirty-two (32) minimum) and multi-group (two-hundred fifty (250) minimum) operation to permit division of calls within the Board's radio network.
 5. Radios are equipped for half-duplex conventional operation.
 6. Push-to-talk microphone and "push button or rotary" volume control knob for each radio.
- C. All mobile units are also equipped with the following features, all of which are field programmable.
1. All radios are furnished with a programmable "Time Out" timer to allow cut-out of transmission after a pre-selected time.
 2. All radios contain encryption control, adjustable for either automatic or manual security control for clear and coded modes.
 3. Provide multiple groups decode to assure unit can be contacted even though operator has selected a different group.
 4. Provide "Clear" function to allow unit to exit an ongoing group conversation and conduct separate communications on a different channel.
 5. All provisions allow unit to utilize phone patch.

2.2.4 REPEATERS

- A. Contractor shall furnish 8 and install 10 new digital Kenwood NXR-5900K NXDN repeaters with LTR Dispatch Trunking Controller & Interconnect Trunking Controller, Type #KSGC459L or **Approved Equal**. Repeater shall be equipped for 800 MHz SMR frequencies and include external 130W continuous duty amplifier, Cat# KSGA413A, or Approved Equal. Frequency Range: 821-870 Mhz Transmit, 806-825 Mhz Receive. The Board currently has two (2) unopened, unused Repeaters of the same exact same model that are available for installation, for a total of 10 digital Kenwood NXR-5900K NXDN repeaters.
- B. New Repeaters shall be mounted in existing equipment racks.
- C. The Contractor shall receive from the Board, repeater's location, and repeater number to be installed. Contractor shall add (1) one Sticker Label to the installed repeater, controller, power supply, and amplifier during the installation process. Stickers shall be attached to the bottom left portion of the face. The Contractor is responsible for their own blank sticker labels. The Contractor shall use an ink or laser printer to print (2) sets of digits on each sticker label. The easily identifiable unique sets of digits are composed of both the serial number and a number provided by the Board. Contractor shall print as many sticker labels as needed. No two sticker labels shall be identical.

- D. The Board will provide the Contractor with a form that the installer will complete at the end of the repeater installation. The installer is to complete the appropriate form with the repeater number and the repeater serial number. The installed repeater shall be documented by the Contractor. The Board will provide the Contractor with the actual sequence of installations to follow from the very first group of equipment purchase to the last installed. Unless the Board decides otherwise, the Contractor shall follow the sequence of “purchases and installations” as decided by the Board and not divert from the plan.
- E. All permanent wiring for each repeater installed shall be labeled at both ends of wire with wire description.
- F. All installations will be inspected by the Board’s Representative for approval. Work shall be performed to the satisfaction of the Board’s Representative for acceptance.

2.2.5 ANTENNAS

- A. System shall utilize two (2) separate antenna systems (in whatever configuration the proposer determines best) for a fully redundant system at the Panola Water Tower. Antennas are to be installed at the top of existing Panola Water Tower.

2.2.6 BLANK STICKER LABELS

- A. The Board will provide the Contractor with a list of equipment to be labelled. The list of equipment will contain an equipment number for each. The Contractor shall receive Blank Sticker Labels by the Board, to be placed on each equipment during the installation process. Label templates have been developed for Radios and Repeaters by the Board for the Contractor.
- B. The Contractor shall add (1) one permanently placed and easily visible Sticker Label on every installed Mobile Radio (Vehicle and Control Station) and each installed Repeater. Each sticker shall contain both the equipment number (Board provided) and serial number of equipment. The Contractor is responsible for providing the BLANK Sticker Labels.
- C. Stickers shall be attached to the horizontal lip above the face of each mobile radio. Contractor shall use an ink or laser printer to print (2) sets of digits to each Sticker Label. Each Label shall contain both equipment number and equipment serial number. The Contractor shall use only the Board provided Sticker Labels. No two Sticker Labels shall be identical.

2.2.7 REPLACEMENT PARTS

- A. Replacement Parts for all equipment and accessories specified in these specifications shall be available for a period of at least five (5) years from date of purchase and capable of being delivered within five (5) business days (within three (3) business days for major equipment).

2.2.8 TRAINING PROGRAM

- A. Contractor shall provide two (2) 4-hour training seminars, which shall be held in the Sewerage and Water Board Engineering Building Main Training Room, 8800 S. Claiborne Avenue, New Orleans, Louisiana.

- a. 1st Session: Factory High Level Training Seminar Technicians and Managers
 - b. 2nd Session: Factory High Level Training Seminar Technicians and Managers (same as above for those that missed the first one)
- B. Seminars shall include all training materials necessary and shall be completed prior to shipment of equipment and release of any funds due.
- C. Cost of the training seminars, materials, etc. shall be included in the lump sum bid for the work of this RFP.

2.2.9 SAFETY

- A. The entire system shall be installed and commissioned to the standards set forth by 47 CFR Part 90 Standards for Public Safety and Industrial/Business Pool.

2.3 Contract Terms and Compensation

The unit prices shall cover the requirements of the Board for a period of one (1) year, with four (4) one-year renewal options. If requested by the Contractor and approved by the Board.

Upon the expiration of the initial contract term or any contract extension, the Contractor will continue to supply the product or services under the same terms and conditions on a month-to-month basis, for a maximum of three (3) months, until receiving a 30-day written notice of termination.

Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening. Any attempt by the proposer to amend proposal prices shall constitute default as outlined in this specification.

Prices quoted in the proposal response shall include all shipping and delivery costs.

2.4 Payment

The Board shall pay Proposer in accordance with the contracted prices. The Proposer will invoice the agency at the billing address designated by the agency. Payments will be made by the Agency within approximately forty-five (45) calendar days after receipt of a properly executed invoice, and approval by the Department or designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

2.5 Information

All reports, surveys, tables, charts, diagrams, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of the SWBNO. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with the SWBNO. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of the SWBNO.

2.6 Non-Collusion Statement

The Contractor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also

that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

2.7 Non-Solicitation Statement

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

2.8 Convicted Felon Statement

The Contractor confirms that no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

2.9 Insurance Requirements

Contractor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Contractor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Contractor or subcontractor's employees to enter the Board's facilities or job sites, a senior employee of the Contractor and/or any subcontractor will review the Board's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

Contractor and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Contractor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A- V, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Contractor. Contractor shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Contractor shall make applicable insurance policies available for review by the Board. Contractor shall retain its rights to restrict disclosure of Contractor's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Contractor during the entire term of the Contract:

a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.

d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, **without** any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Contractor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

In addition, Contractor shall be required to furnish to the Risk Manager of the Board all copies of investigative reports regarding any and all claims filed with the Contractor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Contractor of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Contractor and/or his insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Contractor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Contractor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Contractor and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Contractor.

2.10 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence, and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.11 Confidential Information

Information contained in the Vendor's proposal that it deems proprietary, or trade secret must be clearly identified in the proposal as described below in the Louisiana Revised Statute 44:3.2. D. (1). The Board will be free to use all information in the Vendor's proposal for the Board's purposes. Vendor proposals shall remain confidential until the Board's Proposal Selection Committee makes its recommendation to SWBNO Board of Directors. The Vendor understands that any material supplied to the Board may be subject to public disclosure pursuant to the Louisiana Public Records Law (LA R.S. 44:1, et seq.).

Louisiana Revised Statute 44:3.2 D. (1) All records containing proprietary, or trade secret information submitted by a developer, owner, or manufacturer to a public body pursuant to Subsection A, B, or C of this Section shall contain a cover sheet that provides in bold type "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION". The developer, owner, or manufacturer shall clearly mark each instance of information which is, in his opinion, proprietary or trade secret information.

2.12 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than SWBNO.

2.13 Subcontractor

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work using a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. The proposer will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of SWBNO. Failure to request consent shall be grounds for default under this contract. The Proposer further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Proposer from its full obligations under this contract.

2.16 Living Wage

The Contractor agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the Sewerage and Water Board.

Current Living Wage. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

- \$11.19 per hour for any work performed on or before December 31, 2021.
- \$13.25 per hour for any work performed on or before December 31, 2022.
- \$15.00 per hour for any work performed on or before December 31, 2023; and
- \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economicdevelopment/workforce-development>

2.17 Economically Disadvantaged Business Program

To ensure the full participation of DBEs in all phases of SWBNO's procurement activities, all Proposers at time of proposal submission shall complete and submit an Economically Disadvantaged Business Participation Summary Sheet along with signed correspondence from SLDBE(s) on their letterhead. If the DBE Participation Summary Sheet and signed correspondence are not submitted, it shall be determined that the proposer is non-responsive, and the proposal will not be evaluated by the Selection Committee.

A DBE goal of **five percent (5%)** has been established for this RFP. The Proposer shall agree to use its best efforts to assure that all Proposers comply with the factors set forth in the DBE Program, to meet the goal for DBE participation in the performance of this solicitation.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at https://www.swbno.org/business_disadvantagedbusinessprogram.asp.

PART III. PROPOSAL EVALUATION AND SELECTION

3.1 Selection Committee

Pursuant to Policy Memorandum No. 95, SWBNO must establish a Selection Committee with relevant subject-matter expertise in reviewing and evaluating proposals to the RFP. Each proposal to the RFP must be evaluated by a committee of five individuals consisting of:

- General Superintendent, or designee
- Deputy Director, or designee
- Department Head requestor, or designee
- Employee who will manage and monitor the contract
- An Expert (Employee or Non-Employee) in the field as determined by the Executive Director

The Selection Committee will first evaluate the proposals based on qualitative criteria rather than quantitative price. The members on the Selection Committee will complete the numerical grading and provide a written explanation stating the reasons for the rating for each criterion.

3.2 Technical Evaluation

SWBNO will select a Proposer generally according to the procedures described in Policy Memorandum No: 95. The Selection Committee will first evaluate and score responsive RFP Responses on the criteria listed below and provide an assessment of that score.

A composite scoring approach will be utilized, in which Committee Members will arrive at consensus scores in each category through discussion to score the proposals out of the possible 100 points.

The Selection Committee shall first evaluate the proposals based on criteria other than price. The members on the Selection Committee shall utilize consensus scoring and discuss each proposal to complete the numerical grading.

A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the Selection Committee in accordance with the qualitative criteria below:

Technical Criteria

- **Proposer Methodology/Approach (0-20 points)**
Clear understanding by the applicant of work to be performed. Proper demonstration and presentation of the method of work to be performed.
- **Proposer Experience (0-25 points)**
Experience of the Key Personnel and other professional personnel in the electrical/radio field and demonstrate ability to provide cost effective services to the Board.
- **Proposer Interview (0-25 points)**
Proposer ability to demonstrate the approach to the project and their previous experience.
- Net overall cost for the proposed services. **(0-20 points)**
- Proposal complies with contract DBE participation goal of 5% and is willing to promote full and equal business opportunities in accordance with the Board's State-Local Disadvantaged Business Enterprise Program. **(0-10 points)**

3.3 Price Evaluation

Cost proposals must be submitted in a separate envelope or file (if emailed) marked “Cost Proposal”. A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Price Proposal:

The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*20)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer’s cost

3.4 Shortlist

SWBNO at its sole discretion may recommend a selection of Proposers for a short list based on the overall ranking by the Selection Committee.

During the review of any proposal, the Selection Committee may:

- Conduct reference checks relevant to the solicitation to verify all information and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of proposals.
- Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals.
- Waive any requests or requirements if such waiver is in the best interest of the SWBNO; and
- Request interviews/presentations with any, some or all proposers to clarify any questions or considerations based on the information included in proposals, Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation.

3.5 Best and Final Offer (BAFO)

Selection Committee, at its request, may ask for a Best and Final Offer from the top proposers.

Written notification is sent to the selected proposers that will include a list of the specific items to be addressed, instructions and deadline for submittal, and the evaluation criteria and scoring methodology, if different from the RFP.

If requested, when evaluating BAFO responses, if BAFO cost is requested, this will replace the original cost and the technical proposal may be re-evaluated.

3.6 Notification

Once the Selection Committee recommends a proposal, the Procurement Department notifies the selected firm by a Recommendation of Award letter. The unsuccessful proposer(s) will be notified as well. The Award Letter will

contain the name and contact information of the representative of the department responsible for administering the future contract.

IMPORTANT: The Recommendation of Award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following sections in the following order:

4.1 TITLE PAGE

Title Page should contain the following information:

- RFP Number and Name
- Proposer's Name and Address
- Proposer's Contact Person and Information (email address, telephone number(s), etc.)

4.2 TABLE OF CONTENTS

Clearly identify the materials by section, page number, and tabs.

4.3 PROPOSER METHODOLOGY/APPROACH

Briefly state the Proposer's understanding of the services/system to be provided and a positive commitment to perform the services as defined in the RFP.

The proposal must include a thorough proposal of services, approach, and methods to complete the work as outlined in this RFP, as well as an itemized list of services and equipment (**limited to five pages**).

4.4 PROPOSER EXPERIENCE

Include a description of the organization submitting the Proposal, including its size, organization, legal status (corporation or partnership, etc.), major type of activity or areas of work, and its recent (past five years) experience in the design, delivery, installation, optimization, and commissioning of similar trunked system projects. Identify the individual(s) in your firm who are anticipated to be involved in key roles if your firm is selected and briefly explain their role and relevant background and experience (**limited to two pages**).

Explain any other information that may assist SWBNO in making the selection.

The proposer must demonstrate capability in providing consistent, timely, and cost-effective services as determined by information requested from references or the Board's actual experiences.

4.5 PRICING PROPOSAL

Price proposals must be submitted in a separate envelope or file (if emailed) marked "Price Proposal". Proposer must provide lump-sum pricing on Pricing Form for all materials and services provided.

4.6 REQUIRED ATTACHMENTS

ATTACHMENT A – COVER SHEET

ATTACHMENT B – PRICING FORM

ATTACHMENT C – CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

ATTACHMENT D – CORPORATE RESOLUTION

ATTACHMENT E – PROPOSER ORGANIZATION

ATTACHMENT F – CONVICTED FELON AFFIDAVIT

ATTACHMENT G – NON-SOLICITATION AFFIDAVIT

ATTACHMENT H – NON-COLLUSION AFFIDAVIT

ATTACHMENT I – ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SHEET

RFP Submittal Document Checklist

_____ Technical Proposal with required tabs

_____ Cost Proposal (separate envelope or separate file)

_____ Attachments A – I (Completed and Signed)

Proposers not submitting the required documents and attachments will result in your response being deemed non-responsive.

ATTACHMENT A
COVER SHEET

Request for Proposal: _____

Company Name: _____

Company Address: _____

Please provide the key contact person's information who will be responsible during the active event:

Primary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

Secondary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

This RFP must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

ATTACHMENT B**PRICING FORM**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Furnish equipment for new 800-Mhz digital 10-channel trunked radio system (provide full itemized list)	1	LUMP	\$_____	\$_____
0002	Installation of 800-Mhz digital 10-channel trunked radio	1	LUMP	\$_____	\$_____
0003	Furnish new mobile radios (unopened in box)	50	EACH	\$_____	\$_____
0004	Training Seminars with materials	1	LUMP	\$_____	\$_____

ATTACHMENT C
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

He/She is the _____ and authorized representative of _____
_____, hereafter called "Proposer."

The Proposer hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Proposer's ability to perform if awarded the contract, including any familial or business relationships that the Proposer, the proposed sub-vendors, and their principals have with the Board officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Proposer Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20_____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll # _____

ATTACHMENT D
CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Sewerage and Water Board of New Orleans (“Board”).

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____. that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____

SECRETARY

ATTACHMENT E
PROPOSER ORGANIZATION

PROPOSER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Corporation Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.

IF RESPONSE IS BY A JOINT VENTURE, ALL PARTIES TO THE PROPOSAL MUST COMPLETE THIS FORM.

ATTACHMENT F
CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____,

who, being first duly sworn, deposed, and said that:

1. He/She is the _____ and authorized representative of _____, hereafter called "Contractor."
2. The Contractor complies with **City Code Section 2-8 (c) for the City of New Orleans**.
3. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

Proposer Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, in (CITY/STATE) _____

This ____ day of (MONTH) _____, 20 ____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT G
NON-SOLICITATION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____,

who, being first duly sworn, deposed, and said that:

1. He/She is the _____ and
authorized representative of _____ hereafter called "Contractor."
2. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Contractor Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, in _____, Louisiana,

this ___ day of _____, 20 _____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT H
NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:

the Proposer that has submitted the attached Proposal:

(2) Such Proposal is genuine and is not a collusive or sham Proposal:

(3) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Proposer, firm or person to submit a 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, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any advantage against the Sewerage and Water Board of New Orleans of any person interested in the proposed contract; and

(4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer Representative (Signature)

Title

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20____. Notary ID#/Bar Roll # _____

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

ATTACHMENT I
ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is 5 %

Contract Name: 2023-SWB-X - Provision, Installation, and Programming of a Digital Trunked Radio System

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Percentage of Work to be Performed

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF RFQ SUBMISSION, ALONG WITH SIGNED CORRESPONDENCE FROM SLDBE(S) ON THEIR LETTERHEAD REAFFIRMING NEGOTIATED TERMS. FAILURE TO DO SO WILL RENDER THE BID NON-RESPONSIVE.

NOTE: Signature required even if judged NOT APPLICABLE by the BIDDER

Prime Representative Name:

Prime Signature:

Print Name: _____

Signature: _____

Prime Company's Name: _____

Prime Company's Name: _____

Prime Address: _____

Email Address: _____

Telephone Number: _____

ATTACHMENT J
DISADVANTAGED BUSINESS ENTERPRISE POLICY

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In accordance with the adoption of Resolution R231-97, the Sewerage and Water Board of New Orleans has established a race and gender-neutral Disadvantaged Business Enterprise (DBE) Plan. As part of that Plan, on any publicly bid goods and services (which shall include professional and non-professional services) project, not involving funds from a source other than the Sewerage and Water Board of New Orleans, the prime contractor shall be required to make a demonstrated good faith effort to award **(5 %)** percent of the amount of the contract to certified disadvantaged business enterprises as **service providers or suppliers performing commercial useful functions which are consistent with the services or supplies required on this contract.** The percent participation having been determined for this specific contract by recommendation of the **Staff Contract Review Committee (SCRC)**, which is comprised of Sewerage and Water Board staff members. This percentage requirement shall be considered an informality which is subject to modifications and may be waived or adjusted by the Sewerage and Water Board of New Orleans if the prime contractor, after having demonstrated a good faith effort, is unable to comply with the requirement.

DEMONSTRATED GOOD FAITH EFFORTS

Before receiving an award of the contract, the Contractor must meet the DBE goals or prove that he/she has made demonstrated good faith efforts. To determine whether a particular contract bidder has made demonstrated good faith efforts to reach the DBE participation goal, the Board and its staff will consider the following:

- a. whether the Contractor attended all pre-bid meetings that may have been scheduled by the Board to inform DBE firms of subcontracting opportunities and/or requested the Board Directory of Certified DBE firms.
- b. whether the Contractor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractors reasonable time to respond.
- c. whether the Contractor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively.
- d. whether the Contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding.
- e. whether the Contractor 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).
- f. whether the Contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
- g. whether the Contractor negotiated in “good faith” with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

- h. if the Contractor did reject a DBE as unqualified, the Contractor must state his or her reason for doing so in writing.
- i. whether the Contractor has used the services of available community organizations and small and/or disadvantageded business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms.
- j. whether the Contractor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:
 - (1) Names, addresses, telephone numbers of DBEs that the Contractor contacted,
 - (2) A description of information provided to those DBE firms, and
 - (3) A statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs' price exceeded that of non-DBEs.

1. **Policy:**

It is the policy of the Board that DBE firms, as defined in the Board's Disadvantaged Business Enterprise Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of the Board's publicly bid contracts. Consequently, the SCRC and the Board have set the DBE participation goal applicable to this Professional Service and/or Goods and Service contract.

2. **DBE Obligation:**

The Board and its contractors agree to ensure that DBEs, as defined in the Board's Disadvantaged Business Enterprises Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of contracts and subcontracts provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with this DBE Plan to ensure that DBEs have the maximum allowable opportunity to compete for such contracts. The Board and its contractors shall not discriminate based on race, color, national origin, or sex in the award and performance of the Board's publicly bid contracts.

3. **Utilization of DBE Vendor Listings:**

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for **Goods & Services/Professional Services**, in their selection of DBE entities to meet DBE participation goals. **Bidders are required to utilize DBEs as service providers or suppliers only in the areas for which they are certified. A description of the areas of work that DBE's can provide is contained in these vendor listings.** In addition, an alphabetical list of vendors/contractors is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. **Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the subcontractor to meet the DBE goal. The prime contractor shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.**

4. Contacting DBE's and Obtaining a Firm Price

All prime contractors/vendors are required to contact DBE's and obtain a firm price before listing the DBEs on the Participation Summary Sheet.

5. Failure to Comply with DBE Bid Specifications:

All bidders for this Board contract are hereby notified that failure to comply with the above DBE specifications may constitute the bid as being non-responsive and sufficient cause for rejection.

6. Failure to Carry Out DBE Policy:

All bidders, potential contractors, or subcontractors for this Board contract are hereby notified that failure to comply with the DBE policy and DBE obligations, set forth above, shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Board, to include excluding bidder from bidding on future Board contracts.

7. Setting Minimum Participation Goals:

The stated minimum percentage DBE participation goal recommended by SCRC and approved by the Board applies to the work of this contract. Bids which are not accompanied by a properly completed Schedule of DBE Participation Summary Sheet showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBEs shall be considered unresponsive, unless:

- a. An affidavit is furnished by the bidder with its bid showing that the DBE goals cannot be met for the following reasons:
 - (1) No DBE firms made offers. Here, it must be shown, documented, and demonstrated that good faith efforts (as defined in Part III, D, 2. of the Board's DBE plan) were made by the bidder to obtain the participation of DBE firms and that they did not respond, or
 - (2) The DBE offers made and accepted for subcontract and/or material supplies do not total the stated goal for participation, but total a lesser percentage, and
 - (3) The bidder was unable to obtain DBE further participation, despite his or her demonstrated good faith efforts (as defined in Part III, D, 2 of the Board's DBE Plan) to obtain additional participation by DBE firms.
- b. Each of the assertions made by the bidder must be supported by documentary evidence.

8. Other Clauses Unaffected:

Nothing contained herein shall invalidate, change, annul, release, restrict, or affect the liability on the bonds or insurance given by the Contractor, or the time required for completion of the contract.

9. Determination of Efforts to Meet Goals:

Initial determination of bidder efforts to meet the DBE participation goal shall be based on the DBE participation representations submitted with the bid. Bidders shall submit all the forms required herein with their bids, and the DBE office will examine the contents thereof. The Board's DBE Officer may, if deemed advisable, request further information, explanation, or justification from any bidder.

10. Contract Monitoring:

a. The Board's DBE Office will monitor contractor during the operation of the contract to ensure that the Contractor meets all DBE obligations as specified in the contract bid. The Board's DBE office shall establish rules and regulations, to be approved by the Board, for the ongoing monitoring of contractor compliance.

B. Disadvantaged Business Enterprise Program Office personnel or their designated representative shall be allowed to conduct periodic monitoring of contractors' compliance with the agreed to Disadvantaged Business Enterprise Program participation requirements. Contractors shall be required to complete and return to the Disadvantaged Business Enterprise Program Office in the time required all requests for information and data relative to the Contractors' activities in meeting the required Disadvantaged Business Enterprise participation goal. Additionally, Disadvantaged Business Enterprise Office personnel or their designated representative shall have access to contractor and subcontractor(s) records pertaining to, but not specifically limited to labor, costs and materials supplied and used on the Board contract, as well as inspection and photocopying of all contracts, agreements and correspondence relative to the Disadvantaged Business Enterprise contract participation requirements. Such inspection will be performed during normal business hours and will be conducted in such a fashion so as to minimize interference with production of the contract. Visits may be made to job sites, as well as to administrative offices of the Contractor and subcontractor(s) participants. Such inspection and on-site visits may be scheduled with or without prior notice to the Contractor or Disadvantaged Business Enterprise subcontractor participant. Contractors' failure to comply with these monitoring requirements may result in termination of the contract or such other remedy as deemed appropriate by Board.

11. Maintaining Records:

Subsequent to the completion of a contract, contractors are required to maintain for three (3) years such records as are necessary to determine compliance with their DBE obligations. During construction, or performance of the DBE obligations, contractors shall submit reports as requested to enable the DBE Office to monitor this compliance.

12. Umbrella Bonding:

On contracts where subcontracting exists and where practicable (i.e., when a substantial risk or financial hardship would not be incurred by the prime contractor), the Contractor may use an umbrella bond to encompass the DBE firm.

13. Board Action to Seek Compliance:

The Contractor consents to such appropriate actions taken to ensure that prime contractors and subcontractors comply with the DBE provisions, to include but not limited to:

- A. desk audits to review all material, and information concerning the Contractor's compliance.
- B. on-site reviews that may include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the Contractor's compliance.
- c. any additional investigation that may be called for by a lack of proper record keeping, failure of the prime contractor to cooperate; failure of DBEs to cooperate; visible evidence unsatisfactory performance; other evidence as may warrant further investigation.

14. Non-Compliance Finding:

The Board staff will make compliance determinations regarding its prime contractors. Documentation of noncompliance will include the specific areas in which the Contractors failed to comply. In these instances, appropriate legal action consistent with the DBE and other contract provisions will be taken.

15. Contractor's Duties

a. Record Keeping

Successful bidders shall establish and maintain records and submit regular reports to the DBE office as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE participation efforts.

b. Failure to Comply with EDBP Participation Requirements

Failure to comply with any of the EDBP requirements of this contract shall constitute a violation of the terms and conditions of this contract and a cause for the termination of the contract at the option of the Board.

Such violations shall include, but not limited to:

- Failing to meet the percentage participation requirements as set out in the contract documents.
- Failing to use certified EDBP contractors/vendors in performing the scope of work as identified in the contract documents (EDBP participation summary sheet).
- Failing to comply with the "monitoring of EDBP requirements" included herein as part of the contract, such as contractors:
- Failure to submit quarterly report and any other necessary reports

- timely and adequately as required by the EDBP Office.
- Failure to grant access to contractor/subcontractor records by
- EDBP Office personnel, and
- Failure to allow on-site investigations and visits, etc.
- Failing to report the removal or termination of a certified EDBP vendor/subcontractor.
- Failing to secure authorization for replacement of certified EDBP subcontractors from the Director of the Economically Disadvantaged
- Business Program.
- In Lieu of termination the Board, through the EDBP Office, may impose the following penalties:
- Withhold from the Contractor in violation up to 10% of all future payments due to the Contractor, until such time as the violations have been corrected.
- Withhold from the Contractor in violation, all future payments until such time as the violations have been corrected.

c. Subcontract Clause

All bidders and potential contractors must assure the Board that they will include the above clauses in all agreements, which offer further subcontracting opportunities.

d. Contract Award

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith effort to meet such goals are conditions of being awarded and maintaining construction, procurement, or professional services contracts by the Board.

e. Restrictions on DBE Subcontracting

No **DBE** subcontractor or vendor selected to perform work as a **DBE** on a Sewerage and Water Board contract will be allowed to subcontract any portion of its work to a Non-Board certified **DBE**, unless the work to be performed is necessary for the execution of the contract and there are no Board certified **DBE**'s available to perform such work.

This process will require that each **DBE** participant performing work on a Sewerage and Water Board funded contract submit a request to subcontract out any portion of work deemed necessary for execution of the contract to the Board's **EDBP** office. On a form provided by the **EDBP** office, the **DBE** contractor or vendor will indicate the dollar amount of work to be subcontracted, the specific scope or nature of the work, the percentage of the total amount of work to be performed by the **DBE** subcontractor and vendor, and the entity to whom the work will be subcontracted.

Both prime and **DBE** subcontractors are advised that the failure to comply with these requirements may result in the loss of **DBE** certification and non-compliance by the prime contractor in meeting **DBE** contractual obligations.

f. Changes in DBE Participation

The prime contractor will not be allowed to make changes in DBE participation without submittal of a written request explaining reason, a revised Participation Summary Sheet and approval by the Director of the Economically Disadvantaged Business Program. Failure to comply with these requirements may result in non-compliance by the prime contractor in meeting DBE contractual obligations.

16. POLICY TO ENHANCE THE USE OF DBE VENDORS

All vendors/contractors are encouraged to fully identify and use S&WB certified DBE vendors possible in major as well as minor purchases of heavy equipment, hardware supplies, etc.

The Sewerage and Water Board has a long-standing commitment to fairness and equal opportunity in hiring and contracting. As such, the workforce of contractors/vendors is encouraged to be representative of a diverse population. Achievement of the full benefits of diversity will only come when an attitude of inclusion is adopted.

The Sewerage and Water Board believes that developing such a policy would be a positive step to increase the dollar value of contracts awarded to **DBE** vendors and subcontractors.

17. ACCESS TO APPROVED VENDOR LISTS

The current listings of Vendors approved by the Sewerage and Water Board are available for use by the bidders on the Sewerage and Water Board external Website, WWW.SWBNO.ORG.