

City of New Orleans, Louisiana
Request for Proposals
NEW ORLEANS POLICE DEPARTMENT (NOPD)
COMMUNICATIONS DIRECTOR
December 2, 2010

Request for Proposals: The City of New Orleans desires to obtain a Communications Director for the New Orleans Police Department. To provide professional technical and public relations support to the Superintendent of Police by serving as liaison between the Superintendent and local and national news media. One of the main objectives for this position will be to develop, coordinate and implement a department-wide communications strategy that carries out the overall strategic communication plans of the Superintendent and also serve as official spokesperson for the New Orleans Police Department in on-air radio and television and written media interviews regarding crime incidents and issues relating to the New Orleans Police Department. As provided below, and incident to City Charter Section 6-308(5) and Executive Order MJL 10-05, it requests proposals from an experienced individual to provide the needed services.

Instructions: Applicants shall submit the following to the Finance Department/Bureau of Purchasing directed Attention: Nat Celestine, Assistant Purchasing Administrator, City Hall, 1300 Perdido St., New Orleans, Louisiana 70112, 504-658-1550 not later than Tuesday, December 21, 2010 at 5:00 PM (CST):

- a) Offer shall provide **Six (6)** signed hard copies of the proposal in a sealed envelope, marked **NOPD Communications Director**; and **One (1)** digitally signed proposal in Microsoft Word format or as a PDF file, marked **NOPD Communications Director**.

Proposals should clearly demonstrate the applicant's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. The City will reasonably attempt to answer questions submitted in advance. Copies of the solicitation and related information are available from the City's purchasing website at <http://www.purchasing.cityofno.com/bsol/login.jsp>.

The City will not accept proposals submitted by fax. All proposals **must be received** by the City on or before the Delivery Deadline as conclusively evidenced by the City's e-mail server. The City will not accept proposals delivered after the deadline. The City will not credit delivery claims not clearly documented by original receipt. The respondents shall submit a completed Tax Clearance Certificate with the proposal (see Attachment "D").

Anticipated Proposal Timetable

RFP Release	December 02, 2010
Proposal Submission	December 21, 2010
Evaluation Committee Selection	December 27, 2010
Notification	December 28, 2010

If the City identifies a likely service provider, it may negotiate a final agreement with the provider and fix the relationship by Professional Services contract. The contract will contain the standard City provisions shown in Attachment “B” and the “Disadvantaged Business Enterprise” (“DBE”) provisions shown in Attachment “C.” The selected provider shall execute a Convicted Felon Affidavit in accordance with Section 2-8(c) of the Code of the City of New Orleans, a copy of the affidavit is attached hereto as Attachment “F”.

Respondents MUST also complete Attachments “G” and “H” relative to the disclosure of possible conflicts of interest and subcontractors (if applicable) and submit them with the proposal.

Proposals MUST contain the following statement signed by the applicant or its authorized representative, **“By responding to this RFP, respondent agrees to the City’s Required Contract Provisions as provided in Attachment “B” and therefore waives any future right to contest the required provisions.”**

1. DBE Program Compliance: Proposals MUST contain the following statement signed by the applicant or its authorized representative, **“The Bidder agrees to use its Best Efforts to fully comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation.”**

The requirements of the City’s DBE Program apply to this solicitation. It is policy of the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation must submit with proposals a statement as to how they intend to meet this requirement. Award of this solicitation shall not be considered unless the respondent indicates how they will satisfy the requirements of the DBE Program. A DBE contract goal of 35 percent has been established for this solicitation. The respondent shall agree to use its best efforts, as determined by the DBE Compliance Officer to assure that all respondents comply with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this solicitation.

The following information must be contained with supporting documentation as outlined in Attachment “E” in the respondent’s proposal.

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

Please direct all questions related to DBE compliance prior to submission of the proposal to Alvin Porter, Office of Supplier Diversity, 1300 Perdido Street, Room 9E06, New Orleans, LA 70112, telephone: 658-4235, email: agporter@nola.gov.

2. Services Needed: Attachment "A" describes the needed services.

3. Selection: The City will select an applicant generally according to the procedures described in Executive Order MJL 10-05. The City will apply the following selection criteria and weighting factors to evaluate proposals:

- (50%) Specialized experience and technical competence;
- (30%) Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;
- (5%) Maintenance of an office, residence or domicile in Orleans Parish, to the extent permitted by law;
- (5%) Willingness to promote full and equal business opportunities in accordance with the City's State-Local Disadvantaged Business Enterprise Program; and
- (10%) Cost.

4. Ownership: All proposals and all documentation submitted therewith are City property for all purposes. Applicants will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The City will not credit any blanket exemption claims lacking specific justification. The City does not guarantee the confidentiality of submissions.

5. Fees and Costs: Respondents should provide an explanation as to how much it proposes to charge the City to provide the needed services. The explanation should include any and all professional fees and/or costs associated with providing the services.

6. Effect: This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The City may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services contract executed by the City and the selected applicant, if any, is the exclusive statement of rights and obligations extending from this solicitation.

7. Point of Contact: All correspondence and other communications regarding this procurement should be directed to the attention of: Stephanie Landry, Deputy Superintendent, 715 South Broad Street, New Orleans, Louisiana 70119, (504) 658-5409.

Substantive questions must be submitted by proposers in writing to the person at the address above or emailed to Stephanie Landry at stmlandry@nola.gov no later than seven (7) days prior to bid opening.

Prospective bidders are prohibited from contacting City employees or officials, other than the designated point of contact or purchasing official about the proposal prior to the submittal deadline.

9. Proposal Review: In accordance with the Mayor's Executive Order, MJL-10-05, the review committee will evaluate each proposal submitted. It is anticipated that the review process will be completed by December 21, 2010 and specific recommendations will be presented to the Department of Finance/Bureau of Purchasing.

The City will make every effort to administer the proposal process in accordance with the terms and dates discussed in the request for proposal. However, the City reserves the right to modify the proposal process and dates as deemed necessary.

FAILURE TO COMPLETE THE REQUIRED ATTACHMENTS COULD RESULT IN THE DISQUALIFICATION OF A PROPOSAL

City of New Orleans, Louisiana
Request for Proposals
NEW ORLEANS POLICE DEPARTMENT (NOPD)
COMMUNICATIONS DIRECTOR

December 2, 2010
Attachment "A"

NEEDED SERVICES

- 1) Provide technical assistance and public relations support to the Superintendent of Police by serving as liaison between the Superintendent and local and national news media
- 2) Prepare news releases and speeches.
- 3) Manage all local, national and international news media relationships, New Orleans Police Department Press communications, as well as manage the New Orleans Police Department Public Affairs Office and staff assigned to office.
- 4) Coordinate with the Mayor's Office of Communications to ensure consistent press releases and messaging
- 5) Serve as an official spokesperson for the New Orleans Police Department in on-air radio and television and written media interviews regarding crime incidents and issues relating to the New Orleans Police Department.
- 6) Provide public affairs and mass communications services without limitations.
- 7) Develop/coordinate/and implement a department-wide communications strategy that carries out the overall strategic communication plans of the Superintendent
- 8) Report directly to the Superintendent of Police

MINIMUM REQUIREMENTS are as follows:

Bachelors Degree (Mass Communications, Public Relations), prefer Master's Degree in Communications, Public Relations or Mass Communications. Excellent strategic PR thought leadership and written and oral communications skills required. Excellent organizational skills, time management, team leadership, multi-tasking and the ability to meet any deadlines a must:

- Minimum of ten (10) years of public relations, mass communications or mass media experience with diverse knowledge and experience handling public relations or mass communications for a large organization or firm;
- Strong oral and written skills and the ability to pass background investigation for clearance in law enforcement environment prior to being offered contract is a necessity.
- Ability to provide a portfolio of past work product in public relations or mass communications, e.g. news releases, speeches, recording of interviews, video clips, etc.

The Department is seeking the following key elements for communications strategy:

- **Internal relations** include developing effective communications within the department to boost morale and foster cohesiveness. This includes revising the department's goals (and perhaps mission statement) and getting employees aligned with those goals. This also should include ongoing training for Public Information Officers and commanders on effective communications with the media and general public.
- **Media relations** goes beyond responding to media requests and reacting to crime/internal problems, but should include forging partnerships with media outlets, being proactive in delivering the department's message and rebuilding the NOPD's brand and the brand's negative reputation.
- **Public relations** should include embracing new media, enhancing the department's website (especially interactivity with public) and effectively using social media. This will enhance the traditional techniques of fostering good relations with the community through intergovernmental cooperation, community meetings, business alliances, faith-based alliances and other outreach programs and policies.

Special skills below preferred:

- Steady, calm professionalism at all times
- Attention to detail
- Crisis management
- Adept in using social media platforms
- Ability to motivate and manage a team
- Ability to identify client goals and strategically deploy resources to achieve them
- Strong interest in emerging technologies and how they can be used on behalf of clients
- Proficient in media contact database management, news coverage tracking and reporting, social media tracking and reporting
- Strong presenter
- Team player
- Willingness to do whatever it takes to manage and deliver on our expectations
- Fervent interest in news coverage and how to manage it on behalf of NOPD

Responsibilities include last-minute travel, night work, weekend work and reliable transportation.

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Attachment "B"

REQUIRED CONTRACT PROVISIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.

3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City Attorney.

4. **INDEMNIFICATION:** The Contractor shall indemnify, defend and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

5. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and

further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

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

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

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

8. JURISDICTION & CHOICE OF LAW: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of laws provisions.

9. DURATION: This Agreement shall commence on the Effective Date and shall continue for a period of twelve months, ending on December 15, 2011. It is understood and acknowledged by Contractor that the Services described above are expected to be completed within this time period.

10. APPROPRIATION AND/ OR EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. SOLICITATION: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

12. CANCELLATION: Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event the City elects to terminate for convenience, City shall be obligated to pay Contractor only for those Services performed up to and

through the date of termination.

13. AUDIT AND OTHER OVERSIGHT: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General).

City Officials and/or their designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for the City.

It is agreed that the contractor will abide by all provisions of City Code Sec. 2-1170, including but not limited to City Code Sec. 2-1120 (12) which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract.

14. SUBCONTRACTS: The City may require information regarding ownership interests in the subcontractor prior to approval of the subcontractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

15. COMPLIANCE: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.

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COMMUNICATIONS DIRECTOR
December 2, 2010

Attachment "C"

REQUIRED CONTRACT DBE PROVISIONS

"DBE Program Compliance. Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the City's Policy Memorandum for the DBE Program."

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

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

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

**City of New Orleans, Louisiana
Request for Proposals
NEW ORLEANS POLICE DEPARTMENT (NOPD)
COMMUNICATIONS DIRECTOR
December 2, 2010**

Attachment "D"

TAX CLEARANCE CERTIFICATE

See attachment

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction on the back of this form

Bid/RFP No.: _____ Contracting Department: _____

TYPE OF BUSINESS:

BUSINESS NAME:

OWNER'S NAME:

BUSINESS ADDRESS:

MAILING ADDRESS:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

This clearance covers Occupational License and Sales/Use taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER **IS NOT** DELINQUENT IN ANY TAXES OWED TO THE CITY.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER **IS NOT** DELINQUENT IN ANY TAXES OWED TO THE CITY.

COLLECTOR OF REVENUE

DATE

TREASURY CHIEF

DATE

I attest that the taxpayer named above **is not** delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE

DATE

INSTRUCTIONS ON REVERSE SIDE

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

1300 Perdido St., Room 4W07, New Orleans, LA 70112, Fax (504) 658-1570

INSTRUCTIONS

1. To complete this form, provide all of the information requested. Failure to fill in ALL information requested will delay processing. If the form is not signed and dated, the form will not be processed.
2. Complete, sign and date the authorization form and submit in any of the following ways:
 - a. In person or by mail to: City Hall, Department of Finance, 1300 Perdido Street, Room 4W07, New Orleans, LA 70112
 - b. Via Facsimile (Fax): (504) 658-1570
3. This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information.
4. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.
5. A separate Tax Clearance Authorization is required for each contract.
6. If you need additional information regarding this authorization, please call the Department of Finance at (504) 658-1550, or e-mail purchasing@cityofno.com
7. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans. It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

Real Estate/Personal Property Tax

- o Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- o A business can visit the City of New Orleans' website, www.cityofno.com at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- o A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W38, New Orleans, La. 70112.

Sales Tax/Occupational License

- o All businesses are required to have a City of New Orleans Sales Tax number.
- o If the business is located within Orleans Parish, an Occupational License is also required. If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Revenue account number.
- o If a business is not registered, a New Business Application must be completed. The application can be found on the City of New Orleans' website, www.cityofno.com, at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- o Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application. The application can be found on the City of New Orleans' website, www.cityofno.com, at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- o Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees.

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NEW ORLEANS POLICE DEPARTMENT (NOPD)
COMMUNICATIONS DIRECTOR
December 2, 2010**

Attachment "E"

FORM DBE-1 and EVIDENCE OF BEST EFFORTS

See attachment

FORM DBE-1
DISADVANTAGED BUSINESS ENTERPRISE (DBE) RESPONSIVENESS FORM
This form should be completed by respondents within the time specified in the Invitation to Bid or RFP.

The undersigned bidder/ respondent has satisfied the requirements of the bid specification or RFP in the following manner (please check the appropriate space):

_____The bidder/ respondent is committed to a minimum of _____% DBE utilization on this contract.

_____The bidder/ respondent (is unable to meet the DBE goal of _____ %) is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating best efforts.

Name of bidder/respondent's firm: _____

State Registration Number: _____

By _____
(Signature) (Title)

Name of DBE firm: _____

Address: _____

City: _____ State _____ ZipCode: _____

Telephone: _____

Description of work to be performed by DBE _____

The bidder/respondent is committed to utilizing the above-named DBE firm for the work described above.

The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

STANDARDS OF DEMONSTRATED BEST EFFORTS

Before receiving an award of the contract, the contractor must meet the DBE goals or prove that he/she has made demonstrated BEST EFFORTS. To determine whether a particular contract bidder has made demonstrated BEST EFFORTS to reach the DBE participation goal, the Office of Supplier Diversity and its staff will consider the following:

- a) whether the contractor attended all pre-bid meetings that may have been scheduled by the City of New Orleans to inform DBE firms of subcontracting opportunities and/or requested the City of New Orleans 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 disadvantaged 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.

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Attachment "F"

CONVICTED FELON AFFIDAVIT

See attachment

**CITY OF NEW ORLEANS
CONVICTED FELON AFFIDAVIT
(Pre-requisite to contract as per City Code Section 2-8 (c))**

STATE OF LOUISIANA

PARISH OF _____

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

1. He/She is the _____ and authorized representative
of _____, hereafter called "Contractor."
2. The Contractor complies with Section 2-8 (c) of the Code of 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.

Contractor Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, in _____, Louisiana, this _____
day of _____, 201__.

Notary Public

Notary Identification/Bar Roll Number

City of New Orleans, Louisiana
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NEW ORLEANS POLICE DEPARTMENT (NOPD)
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Attachment "G"

CITY OF NEW ORLEANS
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

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

1. He/She is the _____ and authorized representative of _____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to City of New Orleans Proposal # _____.
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with city officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 20__.

Notary Public (signature)
Notary ID#/Bar Roll #

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COMMUNICATIONS DIRECTOR
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Attachment "H"

CITY OF NEW ORLEANS
IDENTIFICATION OF SUBCONTRACTORS

STATE OF LOUISIANA

PARISH OF _____

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

4. He/She is the _____ and authorized representative of _____, hereafter called "Respondent."
5. The Respondent submits the attached proposal in response to City of New Orleans Proposal # _____.
6. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Respondent's work for the City. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project, they must be promptly identified to the City User Department within 48 hours of the change. The official change may not take place unless and until the City provides its written approval.

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 20__.

Notary Public (signature)
Notary ID#/Bar Roll #