

**INVITATION TO BID
FROM
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE
BUREAU OF PURCHASING, CITY HALL
1300 PERDIDO STREET, ROOM 4W07
NEW ORLEANS, LA 70112**

April 9, 2007

MULTI-YEAR DIGITAL CAMERA TRAFFIC ENFORCEMENT SERVICES

BID PROPOSAL NO: 5001-00246

1. **Solicitation:** The City of New Orleans ("City"), Department of Finance, Bureau of Purchasing, solicits bids for a requirements contract for **Digital Camera Traffic Enforcement Services**. The City will award a contract to the lowest responsive and responsible bidder¹. Exhibit A specifies the work. Exhibit B provides additional terms and conditions. Exhibit C is the the Bid Form.

2. **Bid Instructions:**
 - A. ***Mandatory Pre-Bid Conference:*** A The City will conduct a mandatory pre-bid conference **at 2:00 p.m April 24, 2007** in the Department of Public Works, Conference Room No. 6W03, (6th Floor), City Hall, 1300 Perdido St., New Orleans, LA 70112. **Only those Contractors in attendance at the pre-bid conference will be allowed to submit bids for this project.** The City will prepare an authoritative conference report showing attendance, summarized questions asked and answered, and matters discussed. The City will publicize the conference report by Assendum to the Invitation to Bid on the City Website. Bidders may also obtain a copy of the report in the City Purchasing Department, City Hall, 1300 Perdido Street, New Orleans, Louisiana after May 1, 2007 during regular business hours. **In all cases whatsoever, the Addendum containing the conference report will serve as the authoritative record of City statements, representations, answers, explanations, and comments at the conference.**

 - B. ***Place and Deadline:*** Bidders will submit bids at the City Of New Orleans, Department of Finance, Bureau of Purchasing Office, 1300 Perdido Street, Room 4W07, New Orleans, Louisiana 70112 **not later than 11:00 o'clock a.m., May 8, 2007.** The City will not accept or consider bids delivered by fax, or by e-mail, at any other location, or past the deadline.

 - C. ***Proof of Delivery:*** Bidders will submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.

 - D. ***Packaging:*** Bidders will submit bids in sealed envelopes bearing the proposal number.

¹ Relative to bids and bidders, the terms "responsive" and "responsible" engage legal issues extending from the Louisiana Public Bid Law, R.S. 38:2211 and following.

E. *Effect*. The bid is the bidder's binding commitment to provide all services, materials and supplies and satisfy all requirements specified herein.

F. *Required Bid Package Contents*:

(1) Typed or printed bids, bearing original signatures, signed in ink by the bidder or authorized representative on the bid form provided as Exhibit "C." Bids will quote prices in the unit specified, excluding excise and/or sales taxes unless otherwise directed. Bids must also show at least the bidder's business name, address, and telephone number. The City will not accept or consider bids written or signed in pencil. Bid packages must contain one (1) set of original bid form with required attachments and two (2) duplicate copies with attachments;

(2) **Evidence of the signing official's authority according to the requirements of Louisiana Revised Statute 38:2212.A.(1)(c);**

(3) Contractor License: R.S.37:2163...to any bid submitted in the amount of fifty thousand dollars or more, a contractor shall certify that he is licensed under the provisions of this chapter and show his license number on the bid envelope. Please note: Bidders must submit proof with their bid that they are licensed under the State Contractors License Act, as required by Act 113 of the 1964 Legislature.

(4) The bidder's (1) written statement and (2) supporting documentation evidencing and confirming the Contractor's licensing, permits, and authority to render the specified services.

(5) Detailed, written qualifications, capability, and competency information, including:

(a) Documentation detailing the Bidder's experience, qualifications, capability, and suitability for the work to be performed.

(b) Descriptions of previous experience designing, supplying, installing, operating, and maintaining video traffic enforcement systems and related services.

G. *Ownership*: All bids and all documentation submitted therewith are City property for all purposes. Bidders will clearly mark documents or information claimed confidential and specifically justify any claimed exemption from public records disclosure. The City will not credit any blanket confidentiality claim lacking specific justification. (A failure to mark confidential documents as stated will not render a bid non-responsive.)

3. *Other Bid Information*:

A. *Effect*. The bid is the bidder's binding commitment to render all services and satisfy all requirements specified herein.

B. *Quotation Period*. All bids will remain valid for NINETY DAYS after the bid deadline.

4. Award:

- A. The City will open the bids in public in the City Bureau of Purchasing office immediately following the bid deadline.
- B. The City may require additional information from bidders and conduct inquiries to determine the bidder's responsibility or the accuracy of information furnished.
- C. **EXPLICITLY SUBJECT TO CONFIRMED CITY FUNDING**, the City will award a contract to provide the specified equipment and perform the specified work to the lowest responsible and responsive bidder. The contract will contain the additional terms and conditions shown at Exhibit B hereto. The Contract will operate as a "Requirements" type contract only, where the contractor will provide and perform at specific City request only and without exclusive access or right to the work.

5. Contract:

- A. Contract requirements: The selected bidder must satisfy the following additional requirements before it receives a contract hereunder:
 - (1) Insurance: The selected bidder must furnish the City certificates of insurance bearing original endorsements of effective coverage required in the contract specifications. The certificates and endorsements must be signed by a Louisiana licensed agent authorized by that insurer to bind coverage on its behalf and that agent's power of attorney must be attached to the certificates and endorsements;
 - (2) Permits: The selected Bidder(s) will provide the City a copy of all applicable and required permits and licenses; and
 - (3) Tax Clearance: Using the Tax Clearance Authorization form, the selected bidder must request, obtain, and deliver a City tax clearance showing that it is not delinquent in any taxes owed to the City.
- B. Commencement: The Contract will become effective when executed by the parties. The Contractor shall commence the specified services on that date.

- 6. Bid Contact Information: Zepporah Edmonds, 1300 Perdido Street, Room 4W07, New Orleans, Louisiana 70112, telephone (504) 658-8200.
- 7. Bid Process Contact: Ms. Bernice Ealy, Bureau of Purchasing, 1300 Perdido St., New Orleans, La. 70112, telephone: (504) 658-1550.

**INVITATION TO BID
FROM
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE**

MULTI-YEAR DIGITAL CAMERA TRAFFIC ENFORCEMENT SERVICES

EXHIBIT "A"

SPECIFICATIONS

CAMERA TRAFFIC ENFORCEMENT PROGRAM

Automated Traffic Enforcement System: In February 2007, the City of New Orleans amended Chapter 154 of the City Code to create an Automated Traffic Enforcement System. (Ordinance No. 22526 Mayor Council Series, Code Sects. 154-2, 154-1701/1704). Administered by the City Public Works Department with contractor support, the system will operate automated digital traffic cameras to identify and photograph vehicles operated in violation of municipal speed and traffic control laws; identify vehicle owners and deliver violation notices; assess and collect related civil penalties. An Administrative Adjudication Procedure for contested violation notices will be provided by the Department of Public Works.

General: The City solicits bids from experienced firms to perform specified support services for the City's Automated Traffic Enforcement System. In general, and as assigned, contractor will place, maintain, and operate automated digital traffic cameras at assigned locations to identify and photograph vehicles operated in violation of municipal speed and traffic control laws; record violations and report them to the City; identify vehicle owners and deliver violation notices according to municipal law; collect and remit related fines; and, provide operator training, reporting, and public outreach programs.

SPECIFIED SERVICES

1. **APPREHENSION SYSTEM**: With City participation in certain functions, the contractor will cast and operate a sensor and digital camera system to detect and photograph motor vehicles operated in violation of municipal speed and traffic control laws. The system will engage and supply information to a separate but integrated citation and collection system operated by the contractor.
 - A. **Types**: The contractor will provide, install, operate, and maintain two types automated digital traffic camera systems.
 - (1) **Speed Violation Systems** will employ automatic digital still and video cameras at selected roadway locations and approaches to sense and identify motor vehicles operated above the posted speed limit. Using one or more digital cameras at each location, systems will automatically photograph identified vehicles, recording the photograph and other information as provided below.
 - (2) **Traffic Signal Violation Systems** will employ automatic digital still and video cameras at selected intersection approaches to sense and identify motor vehicles operated in violation of intersection traffic signal directions. Using one or more digital cameras at each

location, systems will automatically photograph identified vehicles, recording the photograph and other information as provided below.

B. Locations: Either the City or the contractor may suggest likely detection locations and types (speed and/or traffic light violation). In such case:

- (1) The contractor will study traffic characteristics at the location and report factual findings and related recommendations to the City. Location findings will report traffic use and patterns, location violation and collision incidence(including traffic lane and time of day) and baseline counts, traffic hazards, police and neighbor comment, suitability for automated detection and photography, means for installing, powering, and operating detection and photographic equipment, and other information useful in a City determination whether to apply automated detection at the site.
- (2) Coordinating with the City traffic engineer, the contractor will also recommend a complete installation for the location, including camera number, positions, and angles,detection sensor means and locations, signage, work schedule (Microsoft Project schedule), and other installation and operational details. The City will report any issues with the installation recommendations.
- (3) The City shall not require the contractor to install stationary systems that average less than 12 chargeable citations per day.
- (4) The City will select all installation locations.

C. Installations:

- (1) With an assigned location, the contractor will build the installation generally according to the recommended configuration. The contractor will attempt to accommodate reported City issues concerning the recommended installation.
- (2) Attachments: The contractor will install the digital color camera traffic systems using existing structures to the maximum practical extent. If required, the contractor may use minimally obtrusive new poles to minimize impacts to curbside and streetscape. The contractor will develop installation options in the following priority:
 - (a) Installed on Existing Street Light Poles owned by the City;
 - (b) Installed on Existing Utility Poles (contractor is responsible for all pole attachment fees;
 - (c) Installed on nearby buildings;
 - (d) Installed on contractor-owned pole
- (3) Permits: The contractor will obtain all permits for installation. Installations will comply with all applicable national, state, and city electric and building codes.
- (4) Power: The contractor will supply all power needs.

- (5) Drawings: The contractor will supply detailed “as built” drawings to the City promptly following all systems installations.
- (6) The contractor will own or otherwise maintain responsibility for all installed equipment. The City will not assume ownership or responsibility for installed equipment.

D. Service Requirements:

- (1) Camera and detection systems must work reliably, day and night, in all weather and lighting conditions.
- (2) Camera and detection systems will use non-invasive detection methods, such as laser, radar, and video vehicle detection technology and conventional in-ground detection sensors.
- (3) Each camera traffic system must capture good quality digital color photographs of identified vehicles, of sufficient resolution and from angles suited to show the license plate and number clearly.
- (4) Each camera traffic system must capture a ten (10) second digital video clip, with up to 30 frames per second frame rate, for each violation. Synchronized audio is preferred but not required.
- (5) Each color camera traffic system must capture still digital images and full motion digital video at the specific violation location.
- (6) Each digital color camera’s triggering must be compatible with standard loops, piezo sensors, video loops or laser detection.
- (7) Each camera traffic system must accurately photograph violations at approaches with up to four lanes in one direction, including possible turn lanes with a minimum of two different signal phases.
- (8) If multiple cameras are utilized for a single approach, the system must integrate using a single time source multiple high resolution still cameras providing multiple angles/views of both independent “scene” images and independent integrated “plate” images.
- (9) Each digital traffic camera system capture at least five digital still images per second.
- (10) Systems must be able to flash at least five times per second at full power. Systems will minimize supplemental and extraneous illumination and flash effects. Systems may not use flood lights.
- (11) Each digital traffic camera system must capture continuous up to 30 fps video, 24 hours per day, accessible via secure internet connection for 30 to 60 days. Data to be viewable real time, or single frame at a time with date and time stamp.

- (12) According to the assignment for the location, automated digital traffic camera systems will identify vehicles operated in violation of municipal speed and/or traffic control laws. The identification will trigger camera systems to photograph, detail, and record the violation. The camera systems will superimpose the correct date and time on all still and moving photographs.
- (13) Cameras and recording systems must produce a minimum 80% prosecutable image rate net of uncontrollable exceptions, and a 90% prosecutable image rate for controllable exceptions (this applies to each individual digital camera system, as well as the aggregate group of digital camera systems).
- (a) For the purposes hereof, the Prosecutable Image Rate (Violation Capture Rate) is calculated by dividing the number of Citations Issued by the number of Total Violation Events.
- (i) Controllable Exceptions are:
- [a] Plate Unreadable
 - [b] Second Frame Not Through Intersection
 - [c] Poor Lighting
 - [d] Vehicle not in Second Frame
 - [e] First Frame in Intersection
 - [f] Flash Not Working
 - [g] Camera Malfunction
 - [h] Technician Error
 - [i] Loop Trigger Error
 - [j] Image Load Error
 - [k] Fail
 - [l] Bad Data Bar
 - [m] Second Frame Green
 - [n] Loop Malfunction
 - [o] Dirty Lens
 - [p] Red Light Delay Invalid
 - [q] Plate not in Frame
- (ii) Uncontrollable Exceptions are:
- [a] Vehicle Obstruction
 - [b] Emergency Vehicle
 - [c] Police Department Vehicle
 - [d] Out of State – No Record
 - [e] Plate Obstructed
 - [f] No Plates
 - [g] Bad Weather
 - [h] No DMV Record
 - [i] Government Vehicle
 - [j] Out of State unenforceable
 - [k] Caused by PD/TEA/Const
 - [l] Diplomatic Plates

- [m] No DMV Matches
- [n] Stop Bar Not Painted
- [o] No Technician Certificate
- [p] Bad Address

The list of actual exception codes may be modified during program implementation

E. Maintenance and Testing Requirements: The contractor is responsible for all system servicing and maintenance.

(1) The contractor will maintain the following minimum maintenance service levels:

- (a) System support 24 hours per day, every calendar day;
- (b) Response to equipment malfunctions within 24 hours; repairs within 72 hours.

(2) The contractor will protect and test for hardware failure, power disruption, outside attacks, internal attacks, natural disasters, human failures, and physical security. The City may request proof and results of such testing at any time.

(3) The contractor will maintain detailed installation and maintenance records on all installed equipment. Records will identify equipment by separate item number permanently marked on the item.

2. CITATION AND COLLECTION SYSTEM: With City participation in certain functions, the contractor will cast and operate a citation, notice and collection system. The system will receive and apply information from the contractor's apprehension system and other sources in the purpose.

A. Citation Systems:

(1) For the purposes hereof, "citation" is the process by which the City charges a vehicle owner with violating City speed and traffic controls laws. Citation is a public function, here done with contractor support.

(2) Receipt and Processing:

- (a) Processing: The contractor will receive violations reported through its Apprehension System. It will develop related information. It will use the National Law Enforcement Telecommunications System to identify the registered owner and the owner's address. It will check for stolen vehicles and plates through the NCIC.
- (b) Data Base: The contractor will document each reported violation and related developments in a secure data base. Without limitation, data base fields will show the license plate number, the license plate state, the violation date, time, and location, and the owner's name and address. It will identify the specific equipment used to detect the violation. It will report the source and date obtained of owner name and address information. A data base field will report the results of the contractor's query for stolen vehicles and plates. It will state the violation(s) by type (speed or traffic light), related City Code section(s), and applicable fine. For speed violations, it will show the posted speed limit and the vehicle's detected speed and

the means used to record it. The data base will show any applicable exceptions, as above provided. The data base will hyperlink to recorded still and moving images and documents, notices, and letters generated or received in the citation process. The data base will also record and track separate steps in the citation process, including City approval or disapproval, notices, citations, responses, appeals, etc., showing current status in the process.

(3) Approval:

- (a) The contractor will issue citations with City approval only. It will submit complete violation information for City review within 72 hours after the contractor's systems record the violation. The contractor's systems will accommodate City directed adjustments, including dismissals, reversals, transfers of liability, and the like.
- (b) Secure Website: The contractor will maintain a secure website to facilitate and obtain City instructions relative to reported violations. It will require two-factor access authentication. The website will permit the City to view data base records and all violation information and images on-line. It will permit the City to approve citations for separate violations on-line. For each approval or disapproval, the contractor's system will immediately generate and send a confirming e-mail to the City's representative.
- (c) Public Website: The contractor will maintain a public website to display program and recorded event information. The public website will display recorded event information from a secure database, but it will display only the citation number, the license plate number, the license plate state, the event date, time, and location, recorded still and moving images of the event. The public website will permit searches by license plate number. It will enable pleas (guilty or non guilty) on-line and support secure on-line credit card fee payments. It will maintain events for review for 30 days after final disposition.

(4) Citation:

- (a) The contractor will issue citation to the registered vehicle owner within three business days after City approval. Citations will issue by 1st class mail to the vehicle owner's indicated address. They will use a City-approved form and apply a City-supplied system of fines. The envelope will display a message requesting the Postmaster to forward the item to any active forwarding address. The contractor is responsible for all printing and postage costs.
- (b) The contractor will research addresses on items returned by the Postal Service and attempt to deliver the citation to the vehicle owner.

- (5) Exceptions and Adjustments: The contractor will provide systems to review, research, recommend, and resolve exceptions to liability. By mail, e-mail, telephone, and otherwise, the contractor will receive timely explanations and objections why an identified vehicle owner is not responsible for a cited violation. It will research each exception and submit a report and recommendation to the City. Only the City may change a citation, and the contractor will implement its decisions and related directions.

B. Collection Systems: The contractor will collect fines in citations brought to disposition by 1) a guilty plea 2) a default, or 3) a City adjudication of guilt.

(1) Payment:

- (a) The contractor will maintain and operate systems to receive and document payments by multiple means, including check, credit card, and money order. The systems will permit secure credit card payments by 800 number and on-line through the public website.
- (b) The contractor's payment systems will administer all related financial matters and transactions, including payments, overpayments, refunds, adjustments, dismissals, and reversals.

(2) Delinquency Collections:

- (a) A citation is in default when the identified responsible party has not entered a valid plea (guilty or not guilty) by the due date. A citation is delinquent when the identified responsible party has not paid an assessed fine and costs within 90 days after an adjudication or guilty plea.
- (b) The contractor will maintain and operate a collection system for delinquent and defaulted citations. The system will use escalating demands for overdue or unpaid citations and invoices. It will comply with the Fair Debt Collection Practices Act, latest revision.

3. ADJUDICATION SUPPORT: Using the secure website, the contractor will promptly report not guilty pleas to the City. The City will adjudicate such matters with contractor support. Without limitation, support will include document generation and authentication and expert testimony.

4. REPORTS: The contractor will supply the following reports to the City:

A. Daily: User Activity Report

B. Weekly:

- (1) Number of events recorded, by each system and in total;
- (2) Number of events not billable, including breakout of controllable and uncontrollable events lost, by system and in total;
- (3) Number of events forwarded to the City of New Orleans;
- (4) Number of citations authorized and mailed by month of issuance for previous twelve months;
- (5) Number of citations returned as undeliverable.

C. Monthly:

- (1) Aging Report
- (2) Payment tracking by source and payment method method.

D. At request: Auditable payment transaction history reports for each transaction.

5. **BANKING:** The contractor shall establish a demand deposit account bearing the title, "[insert contractor name], as agent for the City of New Orleans" at a mutually agreed banking institute. All funds collected on behalf of the City will be deposited in this account and transferred by wire the first business day of each week to the City's primary deposit bank. The City shall identify the account to receive funds. A W-9 and blocked account agreement, to be completed by the City, shall be provided to ensure the City's financial interest in said account is preserved and the contractor shall have no access to or rights to the funds in the account.
6. **INSURANCE:** The Contractor shall procure and maintain at a minimum, for the duration of the Contract, at the Contractor's sole cost and expense, the following insurance policies with coverage for occurrences and claims that may arise from or in connection with the performance of the obligations of the Contractor, its agents, employee, representatives and subcontractors. Any and all insurance described below shall be endorsed naming the City of New Orleans as an additional insured, shall contain a waiver of subrogation, and shall include:
 - A. **Workmen's Compensation Insurance:** Workmen's Compensation Insurance affording coverage under the statutory provisions of the Workmen's Compensation laws and any other compensation or common law liability pertaining to the operations to be performed under this Agreement.
 - B. **Automobile Liability Insurance:** Comprehensive Automobile liability insurance with a minimum Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence for bodily injury and property damage and a minimum aggregate of One Million Dollars (\$1,000,000). The insurance shall include coverage for owned vehicles, hired vehicles and non-owned vehicles.
 - C. **Comprehensive General Liability:** Comprehensive General liability insurance to include coverage for premises-operations, broad-form contractual liability, products and completed operations, use of Contractors and subcontractors, personal injury, and broad-form property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. If written with an annual aggregate limit, the policy limit shall be three times the above required occurrence limit.

The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Contract awarded, or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above, shall be deemed a material Breach of the Contract upon which the City may, in its sole discretion, immediately suspend Contractor's performance or terminate this Agreement.

7. **TRAINING:** The contractor shall train City staff involved in implementation of the program including, but not limited to, the following training courses performed within the City:
 - A. One annual half day Camera training course that will give City personnel a basic understanding of how the camera system operates from a certified technician and trained camera instructor.

- B. Up to Two (2) annual Violation Processing Courses designed to train City personnel on the use of the contractor's violation processing system. The course shall include a complete overview of the violation process in the City's context as well as hands-on training with the application in all areas of processing including those areas that will provided by the Contractor. The course will attune City personnel to the major issues in violations processing that have a direct impact on their daily job tasks.
 - C. Up to Two (2) annual Court Training Courses similar to the Violations Processing Course with a focus on the court processing aspects of the program as well as a review of how the field camera technology works. In addition, the Court Training Course shall provide a historical and legal framework review of photo enforcement, the common reasons for dispute, the tactics of defendants, and the typical counter measures used by the prosecution.
 - D. Annual 'Train the trainer' training for up to four (4) users.
8. PUBLIC OUTREACH: The contractor shall provide a public information and outreach campaign that shall include:
- A. Educational, current, and engaging website page content to be provided to the City Technology office;
 - B. MUTCD compliant signs at all approaches and locations where fixed automated digital traffic camera enforcement systems are deployed.
 - C. Design and content of one public information pamphlet (8 1/2" x 11") (materials to be printed and distributed by the City);
 - D. PowerPoint slide show for the City for presentation and speaking engagements;
 - E. Assistance with media kick-off event, press conference and media briefing.
 - F. 25 Media Kits including:
 - (1) Press Release
 - (2) Media Advisories
 - (3) Backgrounder on the City's photo enforcement program
 - (4) Project fact sheet
 - (5) Research summary confirming effectiveness of program in other markets
 - (6) Graphics (How a Red Light Camera Works, Sample Traffic Citation)
9. OTHER REQUIREMENTS:
- A. The contractor's systems will produce and maintain original and unaltered data in a secure and documented process with a specifically assigned responsibility. The contractor will secure all data in original and unaltered format, protected behind firewalls, with secure backup.
 - B. The contractor's operations will comply with sections 154-1701 through 154-1705 of the Code of the City of New Orleans.

- C. The contractor's daily activity shall be coordinated with the Director of Public Works.
 - D. In those instances where damage to the digital camera system or sensors is caused by City, or its duly authorized agent due to scheduled or unscheduled road construction or repair, the contractor shall provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, the contractor shall replace or repair any damaged equipment and invoice for pre-approved repair costs.
10. COMPENSATION: The City will pay the contractor's bid prices for paid citations according to number and location. The City will not pay any upfront costs.
- A. The City shall make payments on a monthly basis within 30 days after receipt of itemized invoice from the contractor, less any deductions or assessments. The contractor will submit monthly invoices on or before the 10th of each month for the proceeding month.
 - B. The fees shall be firm for the first 24 months, following the acceptance of all of the initial twenty digital camera traffic enforcement systems. Thereafter, the contractor's compensation per paid citation shall increase by three percent (3%) each year.
 - C. Contractor shall be paid twenty seven percent (27%) of total collections from delinquent citations.

**INVITATION TO BID
FROM
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE**

MULTI-YEAR DIGITAL CAMERA TRAFFIC ENFORCEMENT SERVICES

**Exhibit "B"
Additional Terms and Conditions**

A. EQUAL EMPLOYMENT OPPORTUNITY: In all hiring or employment made possible by, or resulting from the 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 Contractor's 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.

B. 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.

C. 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.

D. INDEMNIFICATION: The Contractor shall indemnify 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 the Agreement.

E. 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.

F. 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:

(1) Contractor has been and will be free from any control or direction by the City over the performance of the services covered by the contract; and

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

(3) 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.

G. 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.

H. JURISDICTION: 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.

I. DURATION: The services to be provided under the terms of this agreement shall begin on xxx and shall end no later than xxx. It is understood and acknowledged by all signers to this Agreement that work described under these terms is to be accomplished during the time period specified herein. The terms, conditions and duration of this agreement may be modified by an executed, written amendment to this Agreement.

J. 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.

K. CANCELLATION: The City may terminate the agreement at any time during the term of the agreement by giving the Contractor written notice of said intention to terminate at least (30) days before the date of termination.

L. 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.

**INVITATION TO BID
FROM
CITY OF NEW ORLEANS
DEPARTMENT OF FINANCE**

EXHIBIT C

BID FORM

COMPLETE IN INK
Bidder Information:

Business Name: _____ **Business Tax ID**
No: _____

Business Address: _____

Business Phone: _____ **Business Fax No:** _____

Business E-mail: _____

By: _____
Signature

Printed Name

Printed Title

Date

TOTAL BID PRICE FROM THE FOLLOWING PAGE UNDER "SCHEDULE OF CONTRACT ITEMS AND UNIT PRICES": (PRICING INCLUDES APPLICABLE AND EXTENDED FEES AND ALL SPECIFICATIONS REQUIRED IN EXHIBIT 'A') \$ _____

By initialing below,	One (1)	Two (2)	Three (3)
Bidder acknowledges receipt of addenda issued			

*Bid is valid for NINETY DAYS after the bid deadline.
Attach evidence of the signing person's authority to enter the bid according to La. R. S.*

38:2212.A.(1)(c).

EXHIBIT C

BID FORM

SCHEDULE OF CONTRACT ITEMS AND UNIT PRICES

	A	B	C	D
Description	Estimated Quantity for Each camera system	Estimated Number of Systems	Applicable Fee (per paid citation)	Extended Fee (A*B*C)
Stationary Signalized Intersections approach systems				
First 150 paid per month	150	18		
151-300 paid per month	150	18		
301+ paid per month	300	18		
Stationary Mid-block system locations				
First 300 paid per month	150	1		
301-600 paid per month	150	1		
600+ paid per month	3,00	1		
Mobile system locations				
First 500 paid per month	500	1		
501-750 paid per month	250	1		
750+ paid per month	250	1		
TOTAL BID PRICE				