

Request for Proposal
For
Cable Television Provider

City Council of New Orleans, LA

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May 20, 2011

3:00 p.m.

Contact Information Concerning RFP:

Council Interim Chief of Staff

ATTN: Evelyn Pugh

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New Orleans, LA 70112

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Request for Proposal
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Pursuant to the provisions of the Home Rule Charter of the City of New Orleans and in accordance with paragraph 1 of Rule 45 of the Code of the Council of the City of New Orleans, the Council is requesting proposals from experienced firms to provide Cable Television service in Orleans Parish.

1. Purpose

The current, non-exclusive franchise for Cox Communications ends on December 31, 2011. The City Council of New Orleans, in its role as franchisor, needs to understand what companies would be interested in providing the citizens of New Orleans with cable television services for a 15 year term.

2. Scope of Service

The Council is desirous of receiving Proposals from qualified Cable Television Companies with demonstrated experience in providing cable television services in communities of at least 50,000 people. Based on the proposal(s) the City Council may elect to enter into a negotiation to establish terms for service in a franchise for Orleans Parish.

3. Contents of Proposal

The Proposal should include the following components.

A description of how the company will serve all of the households of Orleans Parish with a digital cable television system. Please describe the service offerings on this system will be immediately available and offerings that are anticipated in the future.

A description of the company's support of PEG access, including financial support, channels on the system, VOD, a channel for a programming guide to PEG access, return lines from production facilities, etc.

A description of the company's support for a municipal I-Net, cable services for libraries and schools.

A description of the company's plan for disaster recovery and service loss mitigation. Describe how the system can alert citizens in the case of an emergency.

A description of how the company will meet the minority-owned business enterprise requirements established by the City of New Orleans. Also, describe the company's commitment to workforce diversity.

A description of the customer service standards including: how the company will handle service outages and customer credits, the number of service centers, their locations and hours of operation, response times and any other ways in which the company will support excellent customer service.

A description of the insurance and security instruments the company proposes to put in place to protect employees, citizens and the city.

Please provide financial statements for the last five years.

A sworn affidavit stating that the affiant is in compliance with Section 2-8 (c) of the City Code and that no principal, member and/or officer of the contracting entity has within the preceding five (5) years been convicted of, or plead guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, and/or falsification or destruction of public records.

Name, title, address, phone number, fax number, and e-mail address of the firm's principal contact person.

ACKNOWLEDGEMENT OF EXCLUSION OF WORKERS – COMPENSATION COVERAGE:

Contractor must expressly agree and acknowledge that he is an independent Contractor as defined in R.S. 23:1021 (6) and as such, it will be expressly agreed and understood between the parties in entering into this professional services contract, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverages 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 Workmen's Compensation coverage.

ACKNOWLEDGEMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:

Contractor must expressly declare and acknowledge that he is an independent Contractor, and as such is being hired by the City under this contract of hire as noted and defined in R.S. 23:1472 (E), and therefore, it will be expressly declared and understood between the parties in entering into this professional services contract, or contract for hire, and in connection with unemployment compensation coverage 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. Service(s) to be performed by Contractor is outside the normal course and scope of the City's usual business; and
- C. Contractor has been independently engaged in performing the service(s) listed herein prior to the date of this contract. Consequently, neither Contractor nor anyone employed by the 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.

4. **Local and Disadvantage Enterprise Goals for the City of New Orleans:**

Pursuant to Section 70-432.1 of the Code of the City of New Orleans, the City of New Orleans has established an overall goal of 50% utilization of businesses that are locally owned and controlled for all public spending or private projects that utilize public funding and/or incentives. An overall goal of 35% is established for utilization of socially and economically disadvantaged businesses, particularly of those businesses located in storm damaged areas. DBE certification by the Sewerage and Water Board, Louis Armstrong International Airport or the City of New Orleans will be accepted.

5. **Conflict of Interest**

Any firm providing a response to this RFP shall provide a clean and unambiguous indication of any perceived, real, or potential conflict of interest it may have with respect to performing work on behalf of the council. The Council shall make the final decision as to whether any conflicts exist.

6. **Evaluation Criteria**

Upon receipt by the due date of proposals to this RFP, by qualified firms, the Council's Staff Selection Review Committee will evaluate all responses received based upon the criteria listed in Council Rule 45 a copy of which is attached. Particular emphasis may be placed on the following criteria:

- Experience with the type of task required.
- Appropriateness of plan submitted.
- Capability of contractor to provide service.
- Knowledge of local conditions.
- Ability to provide the service as evidenced by past performance.
- Involvement of members of disadvantaged groups at the professional level.

- Participation by persons living and/or working in New Orleans at a professional level.

7. **Proposal Process and Submission**

Except as provided herein below, no written, electronic or oral communications from potential applicants, (proposers) or employees, agents, attorneys or representatives thereof regarding this RFP shall be made to any Councilmember or Council Staff person during this Request for Proposal process. Any inquiries shall be made in writing or by e-mail to the Council Chief of Staff, Room 1E06, City Hall, 1300 Perdido Street, New Orleans, LA 70112 or efpugh@nola.gov.

Fifteen (15) copies of the submission must be submitted in hard copy form by 3:00 p.m. on May 20, 2011 to the City Council Chief of Staff Office, Room 1E06 City Hall, 1300 Perdido Street, New Orleans, LA 70112. Where possible, an electronic version of the proposal should also be submitted to efpugh@nola.gov.

A Section Review Committee composed of the Council Chief of Staff, the Council Research Officer, the Council Fiscal Officer, and/or Council Utility Regulatory Officer will review and evaluate the submissions, and select qualified proposals for referral to the Election Code and Reapportionment Committee. If more than five (5) responses are received, the Selection Review Committee shall review all responses, but it is authorized to eliminate from consideration, if it deems doing so appropriate, all but the five (5) most qualified and responsive respondents. For each submission selected for referral, the staff committee will contact one or more of the persons suggested as references.

The Inspector General shall be notified in writing prior to any meeting of a selection or negotiation committee relating to the procurement of goods or services by the city, including meetings involving third party transactions. The notice required shall be given to the Inspector General as soon as possible after a meeting has been scheduled, but in no event later than twenty-four hours prior to the scheduled meeting. The Inspector General may attend all city meetings relating to the procurement of goods or services as provided herein, and may pose questions and raise concerns consistent with the functions, authority and powers of the Inspector General. An audio recorder or court stenographer may be utilized to record all selection or negotiation committee meetings attended by the Office of the Inspector General.

8. **Selection Process**

The report of the Selection Review Committee will be provided to the Cable, Telecom and Technology Committee. The Cable, Telecom and Technology Committee may interview one or more of the respondents selected by the evaluation committee, and may then make a recommendation to the City Council. The Council, by a majority vote of its entire membership and by motion, may accept or reject the Committee's recommendation and choose one or more of the companies submitted by the

Selection Review Committee to the Council Committee. If a proposed franchise cannot be negotiated with the company(s) initially chosen, one of the other company(s) submitted by the Selection Review Committee may be chosen; and a proposed franchise negotiated. If the Council does not choose one or more of the company(s) submitted by the Selection Review Committee, the Council may choose to begin the selection process again.

It is anticipated that the selection process will be completed during early July 2011 and that the Council will begin franchise negotiations, which must be completed in November 2011.

9. Duration of Agreement

The services to be provided under the terms of any agreement shall begin on January 1, 2012 and shall end on such date as the parties will negotiate.

10. Cancellation

Either party to any Agreement may terminate said 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 before the date of termination.

11. Indemnification

The Contractor shall indemnify and hold harmless the City Council against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City Council 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 of the operation of the Contractor, his 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 harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of his obligations under this agreement.

12. Questions

All questions relating to this RFP shall be in writing and must be received to the attention of Council Chief of Staff, City Hall, Room 1E06, 1300 Perdido Street, New Orleans, LA 70112 (fax 504-658-1089) by no later than seven (7) days prior to the Due Date May 20, 2011. All responses will be provided in writing. During this selection process, no other written or oral communications from potential respondents regarding this RFP shall be made to any Councilmember or City employee other than as provided for herein.

13. Additional Information

The City of New Orleans is not liable for any costs incurred prior to entering into a formal written contract. Any costs incurred in the preparation of the statement, interview, or other pre-contract activity are the responsibility of the person submitting the statement.

All submissions become the property of the City and as such are public information. The City will assert ownership of all work products.

The contractor will invoice the City Council on a monthly basis during the term of the contract. Work shall be detailed in increments of one-tenth of an hour.

The contract shall contain a provision that any subcontractor proposed to be retained by the respondent to perform work on the contract with the City Council must be approved in advance of such retention by Motion of the Council. The Council may require information on ownership interests in the subcontractor prior to approval of the sub-contractor's retention.

Section 9-1120, Chapter 2 of the Code of the City of New Orleans, relative to the Office of Inspector General provides in part as follows:

“Every city contract and every bid, proposal or solicitation for a city contract, and every application for certification of eligibility for a city contract or program shall contain a statement that the corporation, partnership, or person understands and will abide by all provisions of this chapter.”