



ORLEANS PARISH SCHOOL BOARD

Procurement Department
2401 Westbend Parkway, Suite 5055
New Orleans, LA 70114
Telephone (504) 304-3917 | FAX (504) 309-2879
Paul A. Lucius, Executive Director of Procurement

REQUEST FOR QUALIFICATIONS NO. 24-0084

JOBS FOR AMERICA'S GRADUATES (JAG) PROGRAM

ELECTRONIC QUALIFICATIONS SUBMITTAL DEADLINE:

TUESDAY, JULY 2, 2024 @ 11:00 A.M.

VIRTUAL PRE – QUALIFICATIONS MEETING:

FRIDAY, JUNE 21, 2024 @ 11:00 A.M.

PROPOSER: _____

SIGNATURE: _____

NAME (PRINT OR TYPE): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

TERMS: _____

**ORLEANS PARISH SCHOOL BOARD
Procurement Department
2401 Westbend Parkway, Suite 5055
New Orleans, Louisiana 70114**

ADVERTISEMENT

REQUEST FOR QUALIFICATION NO. 24-0084

JOBS FOR AMERICA’S GRADUATES (JAG) PROGRAM

Electronic Responses to Request for Proposal relative to the above will be received via email submission to the Procurement Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 until **11:00 A.M. (CST) on Tuesday, July 2, 2024.**

Specifications and qualifications are found in the RFP documents and may be obtained by visiting the District’s website at www.nolapublicschools.com. All questions regarding this RFP shall be directed to the Executive Director of Procurement at procurement@nolapublicschools.com.

The District will host a Virtual Pre-Proposal meeting to be held on **Friday, June 21, 2024 at 11:00 A.M. (CST)**. The Virtual link can be found below:

Register in advance for this meeting:

<https://us06web.zoom.us/meeting/register/tZAvceyppzwoHND83ExG7LI8UpToYZsCRS48>

The District reserves the right to reject any or all Responses to Request for Proposal whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

NOLA Public Schools shall make every effort to provide reasonable accommodations for persons with disabilities. The requests for any reasonable accommodation shall be submitted in writing to the Executive Director of Procurement, no less than seven (7) days in advance of any meetings.

Paul A. Lucius
Executive Director of Procurement

FIRST INSERTION DATE: THURSDAY, JUNE 13, 2024

SECOND INSERTION DATE: THURSDAY, JUNE 20, 2024

TABLE OF CONTENTS

Instructions to Respondents

- 1.0 Overview
 - 1.1 Instructions to Respondents
 - 1.2 Purpose
 - 1.3 School District Profile

- 2.0 Scope of Services
 - 2.1 Statement of Qualifications as provided for Exhibits A-I
 - 2.2 Statement of Qualification Deadline and Submittal
 - 2.3 Point-of-Contact
 - 2.4 Statement of Qualifications Preparation Costs
 - 2.5 Property of Statement of Qualifications
 - 2.6 Evaluation Criteria
 - 2.7 Selection Process
 - 2.8 Right to Reject Statements of Qualifications
 - 2.9 Objection to the Award
 - 2.9 Nondiscrimination
 - 2.11 Statement of Qualifications Withdrawal
 - 2.12 Statement of Qualifications Amendments and Errors
 - 2.13 Property of Statement of Qualifications

 - 2.14 Insurance Requirements
 - 2.15 Required Documents and/or Forms

- 3.0 General Terms & Conditions

- 4.0 Specifications

- 5.0 Special Terms and Conditions

- 6.0 Evaluation Criteria/Process

- 7.0 Submittal Requirements

- 8.0 Authority to Contract on behalf of Company

- 9.0 List of Awarded Grant Chart

- 10.0 Vendor Registration Form and Link to W-9

- 14.0 Proposer's Certification

- Exhibit A Schedule of Work
- Exhibit B Budget Report

Exhibit C	Federal Compliance Provisions
Exhibit D	A-1 JAG-LA Deliverables and Performance Measures
Exhibit E	B-1 JAG-LA High School Multi Year Model and Out of School Programs
Exhibit F	B-2 JAG-LA Middle School Model Program
Exhibit G	JAG-LA Supervisor and Principal Assurances
Exhibit H	JAG-LA Assurances District/Agency Assurances
Exhibit I	B-2 Assurances

OVERVIEW

1.1 Introductions to Proposers

One signed original qualifications shall be submitted electronically and clearly marked: REQUEST FOR QUALIFICATIONS NO. 24-0084 ON JULY 2, 2024 AT 11:00 A.M. to Mr. Paul A. Lucius, Executive Director of Procurement: procurement@nolapublicschools.com.

All visitors to NOLA-PS are required to wear mask and check in at lobby receptionist (if applicable).

The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Qualification Response not properly addressed or identified.

The Orleans Parish School Board will not assume the responsibility for any delay as a result of failure of any entity to deliver Qualifications Responses on time.

No Qualifications Response will be accepted after July 2, 2024 @ 11:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.

Pre-Qualifications Meeting (via Virtual)	Friday	June 21, 2024 @ 11:00 A.M.
Last Day for Questions @ 4:00 P.M. (CST)		N/A
Last Day for Addendum		N/A
QUALIFICATIONS SUBMISSION DEADLINE Tuesday		July 2, 2024
Oral Presentations (if applicable)		TBA
Evaluation Committee Meeting		TBD
Award Notification (approximate)		TBD
Execution of Agreement (approximate)		TBD

CODE OF SILENCE:

From the date the RFQ is issued; through the time the Agreement is finally awarded by NOLA-PS Elected Officials, Respondents shall not contact any Representatives of NOLA-PS, nor the District Staff, nor their Advisors or Consultants with respect to this RFQ, or RFQ process, other than to submit questions or protest in accordance with the Instructions to Respondents therein. This prohibition does not apply to questions or comments sent in writing to the Executive Director of Procurement, or questions made at Pre-Qualifications conferences, in presentations before evaluation committees, or during contract negotiations. Respondents who violate this Code of Silence may be deemed non-responsive, and their qualifications response may be rejected for cause.

REQUEST FOR QUALIFICATIONS DOCUMENTS: A complete set of Request for Qualifications documents shall be used in preparing qualifications responses; neither the Orleans Parish School Board nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Request for Qualifications Documents.

The forms furnished as part of the specifications **MUST** be used for filing of Request for Qualifications and must be signed by the Respondent. **No qualifications responses will be considered unless made on the forms provided and must not be detached from the qualifications response document of which it forms a part.** Failure to follow these instructions may result in your qualifications response being disqualified.

OBJECTION TO THE AWARD: If any Respondent who submitted a qualifications response has an objection to the award of the contract to the Selected Respondent, the objecting Respondent shall furnish that protest, in writing, to the Executive Director of Procurement (or Designee) within ten (10) Business Days of the notification of non-award. The protest shall describe in detail the basis for the protest and shall request a determination under this section of the Instructions to Respondents.

If a protest is filed in a timely fashion, the Executive Director of Procurement (or Designee) will review the basis for the protest and relevant facts under such terms and conditions as he considers proper. Upon completion of the review, the Executive Director of Procurement (or Designee) shall submit applicable findings and recommendations to the Superintendent and/or Chief Financial Officer, who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the Superintendent or NOLA-PS, the Executive Director of Procurement (or Designee) will notify those Respondents involved of its decision. The decision shall be final and binding on the objecting Respondent.

WITHDRAWAL OF BID: Any bid may be withdrawn if clear and convincing sworn, written evidence of obvious mechanical, clerical or mathematical error is furnished by the Respondent to the Executive Director of Procurement within 48 hours of qualifications response receipt.

SUPPLIER PERFORMANCE AND EVALUATION: The Respondent, vendor, service provider and/or supplier performance process will involve evaluating the Respondent, vendor, service provider and/or supplier's overall quality status, as well as evaluating the quality of each material or service the NOLA-PS wishes to purchase. Prior to the invoice submission, the Respondent, vendor, service provider and/or supplier, shall meet with a purchasing representative to discuss and review deliverables and timeline events for said services. Contract with automatic renewals will be based upon the NOLA-PS evaluating and analyzing Respondent, vendor, service provider, and/or supplier performance.

DEBARMENT AND SUSPENSION: To ensure that the Orleans Parish School Board does not enter into a contract with a debarred or suspended company or individual, each responsive Respondent must include a certification statement with each bid. By signing the certification statement, the Respondent certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Respondent to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

BACKGROUND CHECK: Contractor will not employ any person to provide services who has been convicted, or pled nolo contendere to, any one of the crimes listed in the Louisiana Child Protection Act. La R.S. 15:587.1 (C). Criminal History Record must be obtained by contractor for all employees to be hired and shall be retained during the duration of the employment. Records are to be updated on an annual basis.

PERFORMANCE INVESTIGATIONS: As part of the RFQ evaluation process, the NOLA-PS may make inquiries and investigations, including verbal or written references from the firm's customers, to determine the ability of the firm to provide service.

EMPLOYMENT: It is understood that all employees will be employees of the successful firm(s), including but not limited to the successful firm’s subcontractors, partners, etc.

NOTICE TO OFFEROR: The NOLA-PS shall consider the intentional employment by the selected firm of unauthorized aliens in violation of U.S. immigration laws cause for unilateral cancellation of the contract resulting from this RFQ.

QUALIFICATIONS FORMAT: Qualifications Response should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Please carefully read Sections as outlined within the Table of Contents. Emphasis should be on completeness and clarity of content.

SELECTION: Selection shall be made of one or multiple firm(s) deemed to be fully qualified and best suited among those submitting qualifications responses on the basis of the evaluation factors contained in this RFQ. Fee structure/pricing will be considered, but will be one among many determining factors. NOLA-PS may cancel this RFQ, reject qualifications responses or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular qualification was not deemed to be the most advantageous. Should NOLA-PS determine in writing and in its sole discretion the firm(s) that is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be awarded to that firm.

PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200).

When NOLA-PS seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2C.F.R. 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). (EDGAR FORM ATTACHED)

All Vendors awarded a contract under this RFQ must complete the NOLA-PS EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds.

This information will be made available to the NOLA-PS for its use while considering their purchasing options when using federal grant funds.

1.2 Purpose

JAG helps learners overcome stress, trauma, and the “barriers that often prevent equitable opportunities that can lead to success. Students create healthy emotional skills and build supportive networks, becoming resilient, confident individuals with the essential skills; skills they need to embrace the future. JAG-NOW’s mission is to identify students who face barriers to education and to guide each one on to a successful path toward continued education, a meaningful career, and a productive adulthood by connecting them with the needs of growing businesses within the City of New Orleans.

1.3 School District Profile

OPSB currently oversees 71 charter schools and a school with two educational programs for students in secure-care facilities

One of the District's core responsibilities, as a charter school authorizer, is to hold these schools accountable to a set of performance expectations that help ensure every student is provided with a high-quality education.

The vision of the OPSB is as follows: every student receives a high-quality education that fosters their individual capabilities, while ensuring that they thrive and are prepared for civic, social, and economic success.

The District's geographical boundaries are concurrent with those of the City of New Orleans. The District, however, is a separate entity, independent of the City of New Orleans. The District's governing body is a seven-member elected board.

The District serves more than 43,875 students across Orleans Parish. As of February 2022, the student population was approximately 77.41% African American, 10.71% Hispanic, 8.09% White, 1.65% Asian, 1.9% Multi-Racial, and .18% Native American. Further, the District serves a student population that is 86.22% economically disadvantaged. Approximately 7.28% of the students have limited English proficiency.

The District's administration has approximately 269 employees. The District's total proposed general fund budget for 2022-2023 is \$556 million dollars, system-wide, and of that \$35.5 million is allocated to the District's administration.

QUALIFICATIONS REJECTION: NOLA-PS shall have the right to reject any or all qualifications responses and in particular to reject a qualifications response not accompanied by data required by the RFQ or in any way incomplete or irregular, including omission of cost and budget information, i.e. in the best interest of NOLA-PS. Conditional qualifications responses will not be accepted.

CONTRACT AWARD: Award shall be made to the Most Qualified Proposer(s) whose qualifications is determined to be the most advantageous; thus, when taking into consideration the evaluation factors set forth in the sections that follow, including overall long-term value to the NOLA-PS. Fees/pricing consideration will not be the sole determining factor. There is no obligation on the part of the NOLA-PS to award a contract.

CONTRACT TERM AND RENEWAL: Contract term will be for a period of two (2) school years (2024-2026). If warranted terms and conditions for an amendment to the contract will be in writing, negotiable and subject to NOLA-PS approval.

ERRORS: NOLA-PS is not liable for any errors or misinterpretations made in responding to this Request for Qualifications.

QUALIFICATIONS SUBMISSION: One electronic original Qualifications Response document to be submitted as per date and time established/set within this Request for Qualifications.

INQUIRIES: NOLA-PS will not give verbal answers to inquiries regarding the Request for Qualifications, or verbal instructions prior to the award of a contract. A verbal statement regarding same by any person shall be non-binding. The NOLA-PS is not liable for any increased costs resulting from the acceptance of verbal direction. Cost or problems associated with misinterpretation of the intent of the NOLA-PS will be the responsibility of the proposing firm.

All inquiries must be in writing and addressed to: The Procurement Department at procurement@nolapublicschools.com. All inquiries will be answered in the form of an addendum after the pre-qualifications meeting. No contact in any form or manner is to be made with any employee of the District except through the Executive Director of Procurement. Violation of this provision shall be considered grounds for disqualification.

REQUEST FOR QUALIFICATIONS DOCUMENTS: A complete set of Request for Qualifications documents shall be used in preparing qualifications responses. Neither the Orleans Parish School Board, nor its representatives assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Request for Qualifications Documents.

OPEN COMPETITION: NOLA-PS encourages free and open competition. Whenever possible, specifications and qualifications terms and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of the NOLA-PS and to guarantee an economically sound solution. The signature on this qualifications response guarantees that the prices quoted have been established without collusion with other firms and without effort to preclude the NOLA-PS from obtaining the best possible competitive value. The firm certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any officer, employee or agent of the NOLA-PS.

PREPARATION EXPENSE: All qualifications responses submitted in response to this RFQ must be submitted at the sole expense of the proposing firm, irrespective of the final decision of the NOLA-PS as to contract award.

TITLE VI SOLICITATION NOTICE:

NOLA-PS, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

EVALUATION PROCEDURES:

All qualification responses will be evaluated by the RFQ Evaluation Committee that will conduct an independent, objective evaluation of qualifications responses for Jobs For America’s Graduates (JAG) Program Services. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the Respondents. Before beginning the evaluation process, the Evaluation Committee must review the RFQ, concerning not only the scope of work but also the qualifications and the evaluation criteria. See Evaluation criteria – Section 6.0

The purpose of the Evaluation Committee is to conduct an independent, objective evaluation of Request for Qualifications for Jobs For America’s Graduates (JAG) Program.

REVIEW AND EVALUATION OF QUALIFICATIONS:

A Finance Department representative shall serve as the Evaluation Committee coordinator and is solely responsible for disseminating all information received during the RFQ evaluation process. After completion and tallying of the technical evaluation scores, each Evaluation Committee member shall sign and date his/her individual score sheet.

NOLA-PS will evaluate qualifications responses on a qualitative basis. This includes our review of the firm(s) qualifications response and related materials for evidence of prior experience, value-added services beyond the scope of work, qualifications of staff to be assigned to the project, cost effectiveness, and the Respondent’s completeness and timeliness in its response, etc.

2.0 SCOPE OF WORK/SERVICES

SCOPE OF SERVICE:

Orleans Parish Charter Management Organizations will hire Jobs for America's Graduates (JAG) Specialist to provide elective classes for credit in high schools, middle schools, and out-of-school programs. The JAG Specialist will ensure that Students acquire vital job skills, get hands-on experience and receive a year of post-grad support, nurturing students as they transition into career and post-secondary education. Further, JAG Specialists will help students explore career pathways, identify job opportunities, and navigate post-secondary education and financial aid

2.1 Statement of Qualifications as provided for Exhibits A - I

General:

The purpose of this form is to provide members of the OPSB Evaluation Committee with specific information regarding the qualifications of interested schools submitting for the JAG program.

2.2 Statement of Qualifications Deadline and Submittal

One signed original qualifications shall be submitted electronically and clearly marked: REQUEST FOR QUALIFICATIONS NO. 24-0084 ON JULY 2, 2024 AT 11:00 A.M. to Mr. Paul A. Lucius, Executive Director of Procurement: procurement@nolapublicschools.com.

The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Qualification Response not properly addressed or identified.

The Orleans Parish School Board will not assume the responsibility for any delay as a result of failure of any entity to deliver Qualifications Responses on time.

No Qualifications Response will be accepted after July 2, 2024 @ 11:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.

2.3 Point-of-Contact

The main point of contact for this RFQ is, unless notified otherwise:

Orleans Parish School Board

c/o: Paul A. Lucius, Executive Director of Procurement (email: procurement@nolapublicschools.com)
2401 Westbend Parkway, Suite 5010

New Orleans, LA 70130

All correspondence regarding the RFQ should be emailed in writing and should be directed to the RFQ Main Point of Contact.

2.4 Statement of Qualifications Preparation Costs

The Orleans Parish School Board is not responsible for any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications for this submittal.

2.5 Property of Statement of Qualifications

All Statements of Qualifications and other materials submitted in response to this RFQ procurement process become the property of the Orleans Parish School Board. All submittal information shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon the completion of the review and evaluation of all Statements of Qualifications submitted in response to the RFQ, all responses shall become public documents of the Orleans Parish School Board and open for review by the public. By submitting a Statement of Qualifications, the Respondent acknowledges and accepts that the full contents of the Statement of Qualifications shall become a public record open to

public inspection. The wishes of any Respondents marking a Statement of Qualifications; or any part of a Statement of Qualifications as proprietary and/or confidential, shall be neither accepted nor honored.

2.6 Evaluation Criteria

In order to be considered for selection, the School shall provide the mandatory requirements:

1. Registered Charter Management Organization within Orleans Parish School
2. The following evaluation criteria will be used in evaluating the SOQ, as submitted in "Evaluation Criteria:"
 - **Track Record:** Applicant has a proven track record of student and educator participation in related supports and technical assistance opportunities (0-15 points)
 - **Career Pathways Vision & Strategic Objective Alignment:** Applicant clearly articulates a vision for career-connected learning and the JAG program and describes how that vision aligns with the school/CMO's larger strategic objectives/initiatives and graduate profile(0-15 points)
 - **Career Pathways Leadership and Partnership:** CMO/School Leadership allows collaboration and access to JAG coursework, work-based learning, and/or soft skills development. Leadership is committed to implementing the JAG program and is willing to allow the JAG lead to make decisions regarding programming and follow through with implementation (0-20 points)
 - **Goals & Outcomes:** Applicant has clear and measurable goals for their JAG program that include student outcomes(0-15 points)
 - **Monitoring & Continuous Improvement:** Applicant has a clear plan with action steps to implement, measure and monitor success and adapt/improve throughout the year to address gaps and barriers(0-10 points)
 - **Overall:** Why should the City of New Orleans Office of Workforce Development fund this program for this school? (Please explain your answer) (0-25 points)

2.7 Selection Process

The contract for this project will be awarded through a qualifications-based selection process. All qualification statements, and support documentation provided will be reviewed by the OPSB Evaluation Committee.

The Evaluation Committee will carefully consider all SOQ's according to the aforementioned evaluation criteria and make a recommendation to the Orleans Parish School Board on the highest ranked schools.

All Respondents will be evaluated by the RFQ Selection Committee that will conduct an independent, objective evaluation of applicants for the provision of professional services. All members of the

Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the Respondents.

Before beginning the evaluation process, the Evaluation Committee must review the RFQ, only related to the Statement of Qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of the following members:

A Representative from the Office of Procurement shall serve as the Evaluation Committee coordinator, and is solely responsible for disseminating all information received during the RFQ evaluation process.

2.8 Right to Reject Statements of Qualifications

The Orleans Parish School Board reserves the right, at its sole discretion, to reject any and all Statements of Qualifications, to cancel this RFQ in its entirety, or to cancel the selected pool of approved applicants.

Any submittal which does not meet the requirements of this RFQ may be considered to be non-responsive, and the SOQ may be rejected. SOQ Respondents must comply with all of the terms of this RFQ, and all applicable local, state, and federal laws and regulations. The Orleans Parish School Board via Office of Procurement may reject any SOQ that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

2.9 Objection to the Award

If any Respondent who submitted a proposal has an objection to the award of the contract to the Selected School(s), the objecting Respondent, shall furnish that protest, in writing, to the Executive Director of Procurement within ten (10) Business Days of the notification of non-award. The protest shall describe in detail the basis for the protest, and shall request a determination under this section of the Instructions within this RFQ.

If a protest is filed in a timely fashion, the Executive Director of Procurement will review the basis for the protest and relevant facts under such terms and conditions as he considers proper. Upon completion of the review, the Executive Director of Procurement shall submit his findings and recommendations to the Superintendent and/or OPSB, who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the Superintendent or OPSB, the Executive Director of Procurement will notify those Respondents involved of its decision. The decision shall be final and binding on the objecting Respondents.

2.10 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Orleans Parish School Board's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Orleans Parish School Board or in the employment practices of the Orleans Parish School Board's contractors. Accordingly, all SOQ Respondents entering contracts with the Orleans Parish School Board shall, upon request, be required to show proof of such nondiscrimination.

2.11 Statement of Qualifications Withdrawal

SOQ Respondents may withdraw a submitted Statement of Qualifications at any time up to the deadline for submittals. To withdraw a Statement of Qualifications, the SOQ Respondent must submit a written request, signed by an authorized representative, to the RFQ point of contact before the deadline for submitting Statements of Qualifications. After withdrawing a previously submitted Statement of Qualifications, the SOQ Respondent, may submit another Statement of Qualifications at any time up to the deadline for submitting Statements of Qualifications.

2.12 Statement of Qualifications Amendments and Errors

The Orleans Parish School Board shall not accept any amendments, revisions, or alterations to Statements of Qualifications after the deadline for submittal.

SOQ Respondents are liable for all errors or omissions contained in their Statements of Qualifications. RFQ Respondents shall not be allowed to alter Statements of Qualifications, Standard Form OPSB-AE documents after the deadline for submittal.

2.13 Property of Statement of Qualifications

All Statements of Qualifications and other materials submitted in response to this RFQ procurement process become the property of the Orleans Parish School Board. Selection or rejection of a response does not affect this right. All submittal information shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon the completion of the review and evaluation of all Statements of Qualifications submitted in response to the RFQ, all responses shall become public documents of the Orleans Parish School Board and open for review by the public. By submitting a Statement of Qualifications, the Respondent acknowledges and accepts that the full contents of the Statement of Qualifications shall become a public record open to public inspection. The wishes of any SOQ Respondent(s) marking a Statement of Qualifications, or any part of a Statement of Qualifications, as proprietary and/or confidential, shall be neither accepted nor honored.

2.14 Insurance Requirements

Professional Liability Insurance in the amount of:

- \$ 1,000,000 for professional services cost of \$1,000,000 to \$10,000,000
- \$1,500,000 for professional services cost of \$10,000,000 to \$20,000,000
- \$ 2,000,000 for professional services cost over \$20,000,000

2.15 Required Documents and/or Forms

- Please see Exhibits A-I for all required documents and/or forms

3.0 GENERAL TERMS AND CONDITIONS

3.1 SPECIFICATIONS:

- 3.1.1 NOLA-PS SPECIFICATIONS have been developed by the Using Department to show minimal standards as the usage, materials, services, and contents based on their needs.
- 3.1.2 MANUFACTURER'S SPECIFICATIONS (DESIGN GUIDE). Whenever an article in this RFQ is defined by description as either a proprietary product or by using the name of a manufacturer, the Respondent is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term equivalent, alternate, or equal is not inserted, it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.
- 3.2 RESPONSIBLE VENDOR. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.
- 3.3 FINANCIAL RESPONSIBILITY. NOLA-PS assumes no financial responsibility for any costs incurred by Respondents in developing and submitting a qualifications response or any amendments or addenda, participating in pre-qualifications meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Respondents pursuant to this RFQ.
- 3.4 BEST AND FINAL OFFERS must be received by the date and time provided during discussions and/or negotiations, or the originally submitted qualifications response will be used for further evaluation and award recommendation.
- 3.5 EVALUATION OF QUALIFICATIONS takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, Respondent's service, safety record, and date of proposed delivery and placement. It is not the policy of NOLA-PS to purchase on the basis of low costs alone. (See 6.0 Evaluation and Award of Qualifications response(s))
- 3.6 WITHDRAWAL OF QUALIFICATIONS will not be allowed for a period of 120 days following the qualifications response opening. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.
- 3.7 RETENTION OF QUALIFICATIONS DOCUMENTATION. All qualifications response materials and supporting documentation that are submitted in response to this qualifications response becomes the permanent property of NOLA-PS.
- 3.8 REBID. NOLA-PS may elect to rebid this project if NOLA-PS believes that, in its sole discretion, it is in the best interest of NOLA-PS to do so.
- 3.9 MULTIPLE CONTRACT AWARDS. NOLA-PS reserves the right to award multiple contracts under this RFQ, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of NOLA-PS. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with NOLA-PS. These facts should be taken into consideration by each Respondent.

3.10 **OPEN RECORDS POLICY.** NOLA-PS is a governmental entity subject to the Louisiana Public Information Act. Qualifications Responses submitted to NOLA-PS as a result of this RFQ may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure under Louisiana law, the Respondent must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Respondent must specify which exception(s) to the Louisiana Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. NOLA-PS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

3.11 **NOLA-PS RESERVATIONS** reserves the right to:

1. Cancel this solicitation in whole or in part, at the sole discretion of NOLA-PS.
2. Accept, reject, or negotiate modifications in any terms of the Respondent's qualifications response or any parts thereof.
3. Conduct oral interviews/discussions or presentations necessary to select the best value Respondent and/or to obtain request for pricing.
4. Reject and/or disqualify any or all qualifications responses received.
5. To award contracts for individual products or services as may appear advantageous.
6. To negotiate separately in any manner necessary to serve the best interest of NOLA-PS.
7. Waive any formalities, technicalities, or other defects if deemed in the best interest of NOLA-PS.
8. Request clarification and/or correction by Respondent(s) to eliminate minor errors, clerical errors, and/or non-substantive irregularities.
9. Be the sole judge of quality and equality.
10. Award one or more contracts, in part or in whole, to a single or multiple Respondents, in NOLA-PS's sole discretion.
11. Make all decisions regarding this RFQ, including, without limitation, the right to decide whether a qualifications response substantially complies with the requirements of this RFQ.

3.12 **DEFAULT CONDITIONS.** If the Respondent breaches any provision of the RFQ stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, NOLA-PS will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five (5) days written notice to the Respondent.

NOLA-PS will then be relieved of all obligations, except to pay the value of the Respondent's prior performance (at a cost not exceeding the contract rate). The Respondent will be liable to NOLA-PS for all costs exceeding the contract price that NOLA-PS incurs in completing or procuring the service as described in the RFQ. NOLA-PS's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

3.13 **QUANTITIES REQUIRED** are substantially correct. The NOLA-PS reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Respondent.

3.14 **NO GUARANTEE OF QUANTITIES.** NOLA-PS makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFQ and the resulting contract, if any. NOLA-PS makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFQ.

- 3.15 DELIVERIES required in this RFQ shall be freight prepaid F.O.B. destination and qualification response prices shall include all freight and delivery charges. For shipments (if applicable) designated on the purchase order to the NOLA-PS, 2401 Westbend Parkway, New Orleans, LA. 70114, delivery hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. NO DELIVERIES WILL BE ACCEPTED AFTER 4:00 P.M.
- 3.16 OTHER REQUIREMENTS. Any problems or discrepancies that are not covered by the above requirements should be directed to the Executive Director of Procurement for a determination or clarification prior to any action taken on said problem or discrepancy. If the Respondent fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
- 3.17 FUNDING OUT CLAUSE. The term of this Contract is a commitment of the NOLA-PS's current revenue only.
- 3.17.1 The Board retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
- 3.17.2 The contract is conditioned on a best effort attempt by the Board to obtain and appropriate funds for payment of the contract.
- 3.18 NON-APPROPRIATION OF FUNDS. Renewal of this Contract, if any, will be in accordance with Applicable LAW concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this RFQ/Contract or obligation imposed on NOLA-PS by this Contract, NOLA-PS shall have the right to terminate this applicable Contract or any Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of NOLA-PS if it is determined by NOLA-PS, at its sole discretion, that there are insufficient funds to extend this Contract or any Purchase Order. The parties agree that this RFQ/Contract and/or any Purchase Order are commitments of the current revenue of NOLA-PS only.
- 3.19 NO WAIVER OF IMMUNITY. NOLA-PS does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.
- 3.20 COMPLIANCE WITH LAWS. Vendor shall comply with all applicable federal, state, local, and State of Louisiana laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.
- 3.21 ALL CONTRACTS AND AGREEMENTS between Merchants and NOLA-PS shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws, if applicable. Reference: Uniform Commercial Code or latest, Official Text.
- 3.22 GOVERNING LAW AND EXCLUSIVE VENUE. The laws of the State of Louisiana, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving

NOLA-PS must be brought exclusively in the state and federal courts located in New Orleans, Louisiana, and the parties hereby submit to the exclusive jurisdiction of said courts.

3.23 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200). When NOLA-PS seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). (See 17.0 EDGAR CONTRACT ADDENDUM)

3.23.1 All Vendors awarded a contract under this RFQ must complete the NOLA-PS EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds.

3.23.2 This information will be made available to the NOLA-PS for its use while considering their purchasing options when using federal grant funds.

3.24 WORKFORCE (IF APPLICABLE). Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which/shall be performed under this RFQ/Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on NOLA-PS property, nor may such workers be intoxicated or under the influence of alcohol or drugs on NOLA-PS property.

3.25 ORDERING PROCEDURES. A purchasing commitment represents an obligation to pay a Vendor for future delivery of goods or services. NOLA-PS’s purchase commitments are made via Purchase Orders. No payments will be made for work performed or goods delivered before a Purchase Order is issued by the Procurement Department.

Purchase Order do so at their own risk. Purchase Orders are issued by NOLA-PS and submitted electronically to the Vendor by fax or email.

3.26 NOLA-PS will make payments directly to Vendor. NOLA-PS shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor.

3.27 NO SUBSTITUTION. Any Purchase Order issued pursuant to a Contract shall conform to the specifications and descriptions identified in this RFQ. Vendor shall not deliver substitutes without prior written authorization from NOLA-PS.

3.28 VENDOR PERFORMANCE. Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

3.29 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency

may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.0 SPECIFICATIONS

Specifications:

All Specification Relating to RFQ 24-0084 Jobs For America's Graduates (JAG) Program are provided in the Attached Exhibits A-I.

5.0 SPECIAL TERMS & CONDITIONS

5.1.0 AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose qualifications response(s) is/are determined after evaluation by NOLA-PS to be the best value to NOLA-PS. To qualify for evaluation, a qualifications response must have been submitted sealed and on time and must materially satisfy all mandatory requirements identified in this document.

5.2.0 DEVIATIONS AND EXCEPTIONS TO REQUIREMENTS

Deviations or exceptions MUST BE stipulated in Vendor's response. Deviations and Exceptions may result in disqualification or acceptance i.e. To be Determined in the BEST interest of NOLA-PS.

5.3.0 NATIONAL CONVENTION

All Proposers submitting are required to attend the National JAG Convention held in Las Vegas from July 8 -12 at the Ceasar Flamingo Casino. There are currently no proceeds to defray the cost of attendance. Each proposer is responsible for their individual travel, lodging, food, and conference fees.

6.0 EVALUATION CRITERIA /PROCESS

EVALUATION OF QUALIFICATIONS

The evaluation of the qualifications response will be performed by a committee consisting of designees of NOLA-PS. While cost is an important factor, it should be understood that NOLA-PS is under no obligation to accept the lowest cost. In evaluating qualifications responses, the following criteria will be taken into account for award recommendations (if applicable).

Each proposal will be reviewed by a selection committee to determine if the proposal is in compliance with the RFQ as outlined in the specifications. Upon determination of compliance of ALL proposal specifications, the proposal(s) deemed to be the most responsive and responsible will be evaluated based on the following

Evaluation Criteria	Elements	Score
1.	Track Record: Applicant has a proven track record of student and educator participation in related supports and technical assistance opportunities.	15
2.	Career Pathways Vision & Strategic Objective Alignment: Applicant clearly articulates a vision for career-connected learning and the JAG program and describes how that vision aligns with the school/CMO's larger strategic objectives/initiatives and graduate profile.	15
3.	Career Pathways Leadership and Partnership: CMO/School Leadership allows collaboration and access to JAG coursework, work-based learning, and/or soft skills development. Leadership is committed to implementing the JAG program and is willing to allow the JAG lead to make decisions regarding programming and follow through with implementation.	20
4.	Goals & Outcomes: Applicant has clear and measurable goals for their JAG program that include student outcomes.	15
5.	Monitoring & Continuous Improvement: Applicant has a clear plan with action steps to implement, measure and monitor success and adapt/improve throughout the year to address gaps and barriers.	10
6.	Overall: Why should the City of New Orleans Office of Workforce Development fund this program for this school? (Please explain your answer)	25
Total Points		100 Points

7.0 PROPOSAL FORMS/SUBMISSIONS

7.1 PROPOSAL SUBMISSION REQUIREMENTS

In addition to the requirements stated above, the proposal must address the following:

1. Three (3) to Five (5) client references (see attached form) from school districts to show evidence of experience managing grants of similar scope. References must include the complete name of the district and individual contact name, title, phone and email information.
2. A summary of any litigation filed against your company or any of its employees in the past three (3) years which is related to the service that the company provides in its regular course of business. The summary should state the nature of the litigation, a brief description of the case, the outcomes or projected outcomes, and the monetary amounts involved.
3. A summary of any litigation filed against any entity by you or any of your principals or employees in the past ten (10) years.

7.2 SUBMITTAL REQUIREMENTS/SPECIFICATIONS:

Please refer to the RFQ for further details.

- Tab 1 – Cover Letter – *Letter of Interest/Executive Summary*
- Tab 2 – Description of School’s Background
- Tab 3 – Experience and Qualifications of School
- Tab 4 – Methodology and Approach
- Tab 5 – School’s Financial & Compliance Standing
- Tab 6 – Timeline (Table Form)
- Tab 7 – Project Staff
- Tab 8 – School’s Organizational Chart
- Tab 9 – References – (Provide three (3) to Five (5) References of similar scope)
- Tab 10 – Appendices
 - Appendix-A Certification Regarding Lobbying (Signature Required)
 - Exhibit G – JAG-LA Supervisor and Principal Assurances (Signature Required)
 - Exhibit H – JAG-LA Assurances District/ Agency Assurances (Signature Required)

- Exhibit I – JAG-LA Specialist Assurances (Signature Required)
- 8.0 Authority to Contract on Behalf of School (Signature Required)
- 10.0 Vendor Registration Form/ W-9 (Signature Required)
- 14.0 Proposer’s Certification (Signature Required)
- Resumes/CVs of project participants

8.0 Authority to Contract on behalf of Company

PRINCIPALS OF THE COMPANY

PRESIDENT: _____

VICE-PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

RESPONDENT: _____

SIGNATURE: _____

NAME: _____

ADDRESS: _____

CITY, STATE, and ZIP: _____

AREA CODE & PHONE: _____

EMAIL: _____

LIST THE RESPONDENT'S FEDERAL TAX IDENTIFICATION NUMBER _____

RESPONDENT is (check one) _____ Sole Proprietorship; _____ Partnership; _____ Corporation
(If corporation, in what state incorporated) _____; or _____ Joint Venture

Identify parties:



ORLEANS PARISH SCHOOL BOARD
Procurement Department

10.0 VENDOR REGISTRATION FORM

Individual

Business

DATE (MM/DD/YYYY): _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

TAX ID NO: _____

DUNS NO. _____

DBE Vendor Name of Certifying Agency _____

EVER EMPLOYED BY THE NOLA-PS? YES NO IF YES, LAST DATE OF EMPLOYMENT _____

MANUFACTURER DISTRIBUTOR SALES OFFICE SERVICES STATE CONTRACT NO. _____

PLEASE IDENTIFY COMMODITIES AND/OR SERVICES THAT YOUR COMPANY PROVIDES:

COMPANY REPRESENTATIVE

TITLE

The most recent W-9 Form as provided by the Internal Revenue Service can be accessed at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

14.0 PROPOSER'S CERTIFICATION

TO: ORLEANS PARISH SCHOOL BOARD

Procurement Department

2401 Westbend Parkway, Fifth Floor, New Orleans, LA 70114

Acknowledgment of Addendum:

Addendum No.: _____

Dated: _____

Addendum No.: _____

Dated: _____

Addendum No.: _____

Dated: _____

1. Having read the **Request For Qualifications No. 24-0084 - Jobs for America's Graduates (JAG) Program**. I, the undersigned, authorized to represent the corporation, partnership, sole proprietorship (the Company) listed below, hereby submit to the Orleans Parish School Board this Request for Proposals for providing the service as listed above.

2. This proposal is submitted on behalf of:

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

3. I further certify that I/we have examined and fully comprehend the scope and conditions supplied for the consulting services for collections and that the Company agrees to furnish to the NOLA-PS said services for the payment amount listed on the attached Price Proposal form.

4. In submitting this proposal, the Proposer agrees to the terms and conditions of the Request for Proposal, including the Specifications and instructions to Proposers. If this proposal is signed by a partner, the person hereby states that he/she has the authority to bind the partnership; if signed by a corporate officer or employee, that person hereby states that he or she has the authority to bind the corporation. **(Corporate Resolution or written evidence (i.e. memo, letterhead, or board minutes) of the authority of the person signing the proposal is required to be attached and submitted with the Proposal Documents.**

Signature of Company Representative:

Representative's Title: _____

Date: _____

EXHIBIT A

SCHEDULE OF WORK

EXHIBIT A
SCHEDULE OF WORK

A. The Subrecipient shall:

- 1.** Provide support funding to various high schools, middle schools, and non-traditional schools for the Jobs for America's Graduates (JAG) program. Funding should be utilized to support the hiring of a JAG specialist for each school and provide funding for travel, supplies and services required by the JAG program. Schools eligible to receive funding must be selected through competitive procurement.
- 2.** Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Subrecipient as set forth in this Agreement;
- 3.** Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, all at no additional compensation;
- 4.** Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
- 5.** Perform all requirements set forth in La. R.S. 38:2192, including, without limitation, the payment of any associated costs, and submit a copy of any recorded documents to the City within 30 days after the approval of the associated plan change or amendment; and
- 6.** Cooperate with the City and any person performing work for the City.
- 7.** Cooperate with the City's JAG director for contract monitoring and adherence to the requirements and completion of services by each school selected. JAG Director will also provide support services in the selection process and the implementation of each school's contract.
- 8.** Performance will be measured by the completion of deliverables as outlined within and as further detailed in Exhibits A-I.

EXHIBIT B

BUDGET REPORT FOR JOBS FOR AMERICA'S GRADUATES (JAG)

EXHIBIT B
BUDGET REPORT FOR JOBS FOR AMERICA'S GRADUATES (JAG)

Expense Category Year 1 x 10 schools x 2 years	Amount (\$)
Teacher Salary (per specialist per year)	\$70,000.00
Teacher Travel for Training and Development	\$ 6,800.00
Field Trips (including bus transportation)	\$ 3,500.00
Student Out-of-State Conference	\$ 8,800.00
Initiation and Installation Ceremony	\$ 800.00
JAG Uniforms for Students	\$ 2,800.00
Supplies for Specialists and Students	\$ 2,800.00
Parent/Business Partner Luncheon	\$ 1,500.00
TOTAL BUDGET	\$97,000.00
Cool Cooperative Media & Production Skills Training	\$20,000.00
TOTAL BUDGET	\$20,000.00
OVERALL TOTAL	\$117,000.00

Expense Category Year 2 x 8 schools x 1 year	Amount (\$)
Teacher Salary (per specialist per year)	\$70,000.00
Teacher Travel for Training and Development	\$ 6,800.00
Field Trips (including bus transportation)	\$ 3,500.00
Student Out-of-State Conference	\$ 8,800.00
Initiation and Installation Ceremony	\$ 800.00
JAG Uniforms for Students	\$ 2,800.00
Supplies for Specialists and Students	\$ 2,800.00
Parent/Business Partner Luncheon	\$ 1,500.00
TOTAL BUDGET	\$97,000.00
Cool Cooperative Media & Production Skills Training	\$20,000.00
TOTAL BUDGET	\$20,000.00
OVERALL TOTAL	\$117,000.00

Expense Category for 2 years	Amount (\$)
Teacher Salary for 18 Specialists over 2 years	\$1,960,000.00
Teacher Travel for Training and Development	\$ 190,400.00
Field Trips (including bus transportation)	\$ 98,000.00
Student Out-of-State Conference	\$ 246,400.00
Initiation and Installation Ceremony	\$ 22,400.00
JAG Uniforms for Students	\$ 78,400.00
Supplies for Specialists and Students	\$ 78,400.00
Parent/Business Partner Luncheon	\$ 42,000.00
OVERALL TOTAL BUDGET	\$2,716,000.00
Cool Cooperative Media & Production Skills Training	\$ 40,000.00
Budgetary Slack/18 schools as needed including (but not limited to ROTC)	\$ 19,000.00
OVERALL EXTRA-CURRICULAR BUDGET TOTAL	\$ 59,000.00
OVERALL TOTAL X 7.5% NOPS MANAGEMENT FEE	\$ 225,000.00

TOTAL PROGRAM EXPENDITURE @ 2 YEARS (18 Schools)	\$ 3,000,000.00
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Notes:

1. The budget per school for Jobs for America's Graduates is \$97,000.00 x 10 schools x 2 years + 20,000 x 2 years + \$1,980,000.00. NOPS Management fee is multiplied by 3 million @ 7.5% for 2 years. Second year 8 additional schools x 70,000.00 = \$560,000.00 + expenses.
2. Teacher salary is set at \$70,000.00 per specialist per year.
3. Teacher travel for training and development, with and without students (mandatory National Conference, mandatory State Conference, Mandatory student state conference, Mandatory national student conference), is budgeted at \$6,800.00 per specialist.
4. Field trips (2 mandatory out-of-town in-state, 1 out-of-state, minimum of 3 college trips), including bus transportation, have a budget of \$3,500.00 minimizing bus cost by adding schools per charter or bus capacity.
5. An amount of \$8,800.00 is allocated for students in and out-of-state conferences minimizing bus cost by adding schools per charter or bus capacity.
6. The initiation and installation ceremony is budgeted at \$800.00. This event should be held at school and should include a small social after.
7. JAG student uniforms, including blazers, ties or scarves, and pins, have an allocated budget of \$2,800.00.
8. Supplies for specialists and students in the classroom have a budget of \$2,800.00. (Please note equipment and supplies are for JAG Specialist and JAG student use only)
9. Parent and Business Partner luncheon as a thank you and to showcase student growth \$1500.00.
11. Cool Cooperative media and production skills development and training for students \$20,000.00 for 1 school each year

****Notes:****

- The budget is standardized for each participating school.
- The number of specialists and students can be adjusted based on the actual figures for each school.
- Any additional costs or adjustments should be considered and added to the total budget accordingly.

EXHIBIT C

FEDERAL COMPLIANCE PROVISIONS FOR AGREEMENTS WITH SUBRECIPIENTS

EXHIBIT C

**FEDERAL COMPLIANCE PROVISIONS
FOR AGREEMENTS WITH SUBRECIPIENTS**

From 2 CFR 200

APPLIES TO ALL FEDERAL GRANTS.

- 1. REMEDIES FOR NON-COMPLIANCE**
- 2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE**
- 3. EQUAL OPPORTUNITY ACT**
- 4. EQUAL OPPORTUNITY ACT FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**
- 5. DAVIS-BACON ACT**
- 6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**
- 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- 8. COPELAND “ANTI-KICKBACK” ACT**
- 9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**
- 10. CLEAR AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**
- 11. DEBARMENT AND SUSPENSION**
- 12. BYRD ANTI-LOBBYING ACT**
- 13. PROCUREMENT OF RECOVERED MATERIALS**
- 14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**
- 15. DOMESTIC PREFERENCES FOR PROCUREMENT**
- 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**
- 17. ACCESS TO RECORDS**
- 18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- 19. NO OBLIGATION BY FEDERAL GOVERNMENT**
- 20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

1. REMEDIES FOR NON-COMPLIANCE

[See the body of the Agreement for this language.]

2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE

[See the body of the Agreement for this language.]

3. EQUAL OPPORTUNITY ACT.

During the performance of this Agreement, the Subrecipient agrees as follows:

(1) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(4) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under *Section 202 of Executive Order 11246 of September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Subrecipient will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Subrecipient will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Subrecipient will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

4. EQUAL OPPORTUNITY ACT FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at *41 CFR Chapter 60*, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Subrecipient agrees as follows:

(1) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(4) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Subrecipient will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Subrecipient will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation, or

order of the Secretary of Labor, or as otherwise provided by law.

(8) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and sub-subrecipients with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to *Executive Order 11246 of September 24, 1965*, with a Subrecipient debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and sub-subrecipients by the administering agency or the Secretary of Labor pursuant to *Part II, Subpart D of the Executive Order*. The applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT.

(For prime construction contracts in excess of \$2,000.00)

Applicable contracts must comply with the *Davis Bacon Act*, as amended (40 U.S.C. 3141-3148). In accordance with the statute, Subrecipients must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Subrecipients must be required to pay wages not less than once a week.

6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

(For construction contracts (incl. alteration and/or repair, including painting and decorating) of a public building or public work, or building or work financed in whole or part from federal funds.)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the *United States Housing Act of 1937* or under the *Housing Act of 1949* in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the *Copeland Act (29 CFR Part 3)*), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Subrecipient and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under *Section (1)(b)(2) of the Davis-Bacon Act* on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and its sub-subrecipients at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Subrecipient and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty-day period that additional time is necessary.

(C) In the event the Subrecipient, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Subrecipient does not make payments to a trustee or other third person, the Subrecipient may consider as part of the wages of any laborer or mechanic the amount of

any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Subrecipient, that the applicable standards of the *Davis-Bacon Act* have been met. The Secretary of Labor may require the Subrecipient to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) *Withholding.* The City of New Orleans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Subrecipient under this Agreement or any other Federal contract with the same prime Subrecipient, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Subrecipient, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or any sub-subrecipient the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under *the United States Housing Act of 1937* or under *the Housing Act of 1949* in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Subrecipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Subrecipient during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under *the United States Housing Act of 1937*, or under *the Housing Act of 1949*, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in *Section (1)(b)(2)(B) of the Davis-Bacon Act*), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under *29 CFR 5.5(a)(1)(iv)* that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in *Section (1)(b)(2)(B) of the Davis-Bacon Act*, the Subrecipient shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Subrecipients employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Subrecipient shall submit weekly for each week in which any contract work

is performed a copy of all payrolls to the appropriate federal agency, if the agency is a party to the Agreement, but if the agency is not such a party, the Subrecipient will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under *29 CFR 5.5(a)(3)(i)*, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Subrecipient is responsible for the submission of copies of payrolls by all sub-subrecipients. Subrecipients and sub-subrecipients shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency if the agency is a party to the Agreement, but if the agency is not such a party, the Subrecipient will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate agency, the Subrecipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Subrecipient to require a sub-subrecipient to provide addresses and social security numbers to the prime Subrecipient for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Subrecipient or sub-subrecipient or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid no less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

“Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Subrecipient or sub-subrecipient to civil or criminal prosecution under *Section 1001 of Title 18* and *Section 231 of Title 31 of the United States Code*.

(iii) The Subrecipient or sub-subrecipient shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the appropriate agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Subrecipient or sub-subrecipient fails to submit the required records or to make them available, the Federal agency may, after written notice to the Subrecipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to *29 CFR 5.12*.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Subrecipient is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or sub-subrecipient's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Subrecipient will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in *29 CFR 5.16*, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Subrecipient will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of *Executive Order 11246*, as amended, and *29 CFR Part 30*.

(5) *Compliance with Copeland Act requirements.* The Subrecipient shall comply with the requirements of *29 CFR Part 3*, which are incorporated by reference in this Agreement.

(6) *Subcontracts.* The Subrecipient or sub-subrecipient shall insert in any subcontracts the clauses contained in *29 CFR 5.5(a)(1) through (10)* and such other clauses as the appropriate Federal agency may by appropriate instructions require, and also a clause requiring the sub-subrecipients to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for the compliance by any sub-subrecipient or lower tier sub-subrecipient with all the contract clauses in *29 CFR 5.5*.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement, and for debarment as a Subrecipient and a sub-subrecipient as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of *the Davis-Bacon and Related Acts* contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Subrecipient (or any of its sub-subrecipients) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient's firm is a person or firm ineligible to be awarded Government contracts by virtue of *Section (3)(a) of the Davis-Bacon Act* or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of *Section (3)(a) of the Davis-Bacon Act* or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the *U.S. Criminal Code, 18 U.S.C. 1001*.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).)

(1) Overtime requirements. No Subrecipient or sub-subrecipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Subrecipient and any sub-subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such

Subrecipient and sub-subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City of New Orleans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or sub-subrecipient under any such Agreement or any other Federal contract with the same prime Subrecipient, or any other federally-assisted contract subject to *the Contract Work Hours and Safety Standards Act*, which is held by the same prime Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or sub-subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The Subrecipient or sub-subrecipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-subrecipients to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for compliance by any sub-subrecipient or lower tier sub-subrecipient with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) The Subrecipient or sub-subrecipient shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Subrecipient or sub-subrecipient for inspection, copying, or transcription by authorized representatives of the appropriate agency and the Department of Labor, and the Subrecipient or sub-subrecipient will permit such representatives to interview employees during working hours on the job.

Note: Section (c) is for contracts subject only to *the Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in § 5.1.

8. COPELAND “ANTI-KICKBACK” ACT

A. Subrecipient. The Subrecipient shall comply with *18 U.S.C. § 874*, *40 U.S.C. § 3145*, and the requirements of *29 C.F.R. Pt. 3* as may be applicable, which are incorporated by reference into this Agreement.

B. Subcontracts. The Subrecipient or sub-subrecipient shall insert in any subcontracts the clause

above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the sub-subrecipients to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for the compliance by any sub-subrecipient or lower tier sub-subrecipient with all of these contract clauses.

C. Breach. A breach of clauses (A) and (B) above may be grounds for termination of the Agreement, and for debarment as a Subrecipient and sub-subrecipient as provided in *29 C.F.R. § 5.12*.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under *37 CFR § 401.2 (a)* and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of *37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,”* and any implementing regulations issued by the awarding agency.

10. CLEAR AIR ACT AND THE FEDERAL WATER POLLUTION CONTRACT ACT

(For contracts over, \$150,000.00, the Subrecipient must comply with all applicable standards, orders, or regulations issued pursuant to *the Clean Air Act (42 U.S.C. 7401-7671(q))* and *the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387)*.)

(1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to *the Clean Air Act*, as amended, *42 U.S.C. § 7401 et seq* and *the Federal Water Pollution Control Act*, as amended, *33 U.S.C. § 7401 et seq*.

(2) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FEMA.

11. DEBARMENT AND SUSPENSION

(1) This Agreement is a covered transaction for purposes of *2 C.F.R. Pt. 180* and *2 C.F.R. Pt. 3000*. As such, the Subrecipient is required to verify that none of the Subrecipient’s principals (defined at *2 C.F.R. § 180.995*) or its affiliates (defined at *2 C.F.R. § 180.905*) are excluded (defined at *2 C.F.R. § 180.940*) or disqualified (defined at *2 C.F.R. § 180.935*).

(2) The Subrecipient must comply with *2 C.F.R. Pt. 180, Subpart C* and *2 C.F.R. Pt. 3000, Subpart C*, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City and the Subrecipient. If it is later determined that the Subrecipient did not comply with *2 C.F.R. Pt. 180, Subpart C* and *2 C.F.R. Pt. 3000, Subpart C*, in addition to remedies available to the City and the

Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Pt. 180, Subpart C and 2 C.F.R. Pt. 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. BYRD ANTI-LOBBYING ACT

The Subrecipient will be expected to comply with Federal statutes required in *the Anti-Lobbying Act*.

Subrecipients who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Note: Subrecipients who apply or bid for an award of \$100,000.00 or more shall file the required certification found below in Appendix A.

13. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the Agreement's performance schedule;
2. Meeting the Agreement's performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

C. The Subrecipient also agrees to comply with all other applicable requirements of *Section 6002 of the Solid Waste Disposal Act*.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component

of any system, or as critical technology as part of any system. As described in *Public Law 115-232, Section 889*, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. *2 CFR § 200.216*.

15. DOMESTIC PREFERENCES FOR PROCUREMENT

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. *2 CFR § 200.322*.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

17. ACCESS TO RECORDS

The following “access to records” requirements apply to this Agreement:

- (1) The Subrecipient agrees to provide any official from the federal government or the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Subrecipient agrees to provide the federal administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- (4) In compliance with *the Disaster Recovery Act of 2018*, the City and the Subrecipient acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal administrator or the Comptroller General of the United States.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Agreement. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Subrecipient acknowledges that *31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements)* applies to the Subrecipient’s actions pertaining to this Agreement.

Citations:

Items 1 -15 are from *2 CFR 200, Appendix II*

Item 16 is prudent.

Items 17-20 are from FEMA’s Recommended Provisions.

**[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[THE LOBBYING CERTIFICATION IS ON THE NEXT PAGE]**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The Subrecipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of *31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements*, apply to this certification and disclosure, if any.

Signature and Title of Subrecipient’s Authorized Official Representative

Date

EXHIBIT D

JAG-LA DELIVERABLES AND PERFORMANCE MEASURES

EXHIBIT D

<p style="text-align: center;">Deliverables</p> <p>All Deliverables are conducted in accordance with Attachment B-1, B-2, B-3, B-4: Program Requirements and Attachment C-1: Assurances</p>	<p style="text-align: center;">Expected Completion Dates</p>	<p style="text-align: center;">Performance Measures</p>
<p>Provide direct support and services to students in the JAG-LA Program.</p> <ul style="list-style-type: none"> • Create a motivational, career-oriented, student-led culture within program • In consultation with established Advisory Committee, recruit, screen, and select participants in need of services • Deliver National JAG Organization curriculum and ensure student mastery of required competencies • Provide remediation and tutoring as required to ensure participants obtain High School Diploma • Provide career and personal counseling, including referrals to school and community-based services, as necessary • Provide 12-month follow-up services to assist students with transition • Provide student contact hours 	<p>July 1, 2023- June 30, 2026</p>	<p>As evidence of deliverables completion, the contractor shall submit the following:</p> <ul style="list-style-type: none"> • Required reports detailing contact hours, competencies obtained, transition rates, etc. as requested by LWC • Lesson plans • Signed and verified roster roll-ups to demonstrate enrollment • Tutoring, remediation, and counseling, as evident in JAG Force • 120 contact hours: Multi-Year and Middle School Models, as evident in JAG Force • 80 contact hours: Out-of-School Model, as evident in JAG Force
<p>Develop and nurture relationships with community partners, including business and organizations.</p> <ul style="list-style-type: none"> • Develop marketing plan that promotes student success, achievement, and program goals • Develop work-based learning, job-shadowing, internship and apprenticeship opportunities • Conduct a minimum of three field trips (including one to a postsecondary institution) and eight guest speakers per year 	<p>July 1, 2023- June 30, 2026</p>	<p>As evidence of deliverables completion, the Contractor shall submit the following:</p> <ul style="list-style-type: none"> • Marketing Plan and Plan of Work • Field trips and guest speaker as evident on semi-annual reports and JAG Force

<p>Collaborate with LWC and partners to ensure ongoing professional development and growth of JAG-LA Specialist and program.</p> <ul style="list-style-type: none"> • Attend and market participation in relevant state conferences • Attend JAG-LA staff development and quarterly meeting • Work with JAG-LA supervisors and LWC to assist with special events • Attend National Training Seminar (NTS) in July 	<p>July 1, 2023- June 30, 2026</p>	<p>As evidence of deliverables completion, the Contractor shall submit the following:</p> <ul style="list-style-type: none"> • Agenda for conferences, staff meetings, quarterly meetings, and National training Seminar
<p>Execute an operationally efficient program.</p> <ul style="list-style-type: none"> • Manage monthly data collection through electronic National Data Management System (JAG Force) • Maintain, complete, and submit all paper and electronic documentation, as required by LWC 	<p>July 1, 2023- June 30, 2026</p>	<p>As evidence of deliverables completion, the Contractor shall submit the following:</p> <ul style="list-style-type: none"> • Reports from JAG Force, as required by LWC

EXHIBIT E

Program Requirements JAG-LA High School Multi-Year Model and Out of School Programs

EXHIBIT E
JAG-LA 2023-2026
Program Requirements
JAG-LA High School Multi-Year Model and Out of School Programs
Attachment B-1

JAG-LA GOALS

Jobs for America’s Graduates-Louisiana (**JAG-LA**) is a unique program that helps to ensure student success for both the **dropout prevention model** and the **school to career model**. As an affiliate of the JAG National Program, JAG-LA and the Louisiana Workforce Commission work to ensure the integrity of the model through the local program sites. JAG-LA sites provide students with Academic Training, Job Readiness, Instruction/Student Services, Leadership Development, Post-Graduate Assistance and Mentorship.

The **JAG-LA Programs work** with students who have major obstacles in their lives that could disrupt school completion and/or hinder successful entry into the workforce or postsecondary educational programs. The program also supports the efforts of the **Jump Start** initiatives by offering career to school model curriculum, mentoring and follow-up to seniors. However, any student accepted into the program must want to be a participant, need the services provided, be able to benefit by earning a high school diploma, career diploma, or high school equivalency diploma upon passage of the Louisiana High School Equivalency Test and be able to benefit by being placed in a competitive job or by entering higher education.

PROGRAM REQUIREMENTS:

The **minimum** and **maximum** number of students enrolled by September 15th annually is listed below:

- Multi-Year Model Program: **60-70 students and no less than 10 seniors**
- Out-of-School Model Program: **35-45 students**

Programs should not be serving a majority of seniors, unless JAG-LA is used to support the Jump Start Pathway.

NOTE: The number of students cannot be less than or exceed the recommended model program numbers.

Experiential-Based Learning

A variety of experiential-based learning techniques should be used to energize classroom sessions, anchor key learning, discover best practices, and demonstrate the power of activity-based and adventure-based learning.

- **JAG-LA Seniors are required to have thirty (30) hours of work-based learning recorded in JAG Force.**
- **JAG-LA Juniors are required to have twenty (20) hours of work-based learning recorded in JAG Force.**
- **JAG-LA Out-of-School participants are required to have twenty (20) hours of work-based learning recorded in JAG Force.**

Student Contact Hours

- Multi-Year Model Programs: The required number of contact hours per student per site is an average of **120 hours** by the end of the year.
- Out-of-School Model Programs: The required number of contact hours per student per site is an average of **80 hours** by the end of the year.

Number of Competencies Attained

- Multi-Year Model Programs, if applicable, are required to obtain **37 competencies on Level 3** by the end of block schedule or end of school year.
- Out-of-School Model Programs, if applicable, are required to obtain **20 competencies on Level 3** by their graduation date.

Graduation Rate for In-School Students

- Graduation rate for Multi Year In-School Model Programs is a minimum average of **90%**.
- Graduation rate for Out-of-School Model Program, which includes receiving a high school equivalency Diploma is a minimum average of **50%**.

Placement rate for graduates in Out-of-School Model Programs

- JAG-LA Specialists working with follow-up students who have completed the program must have a job placement rate of **60%**.

JAG Force

- JAG Force is used to determine attainment of required benchmarks for the JAG-LA Programs. Daily data entry is required.

JAG-LA Reports

- Submit required reports/lesson plans by given due date.

Additional Requirements

- Supervisor submits signed and dated Roster Roll-Up (due twice a year).
- No more than eighteen (18) students should be scheduled for a JAG-LA class at a time unless approved by JAG-LA state staff.
- Specialist can **only teach four (4) JAG classes per day** during the school year, **up to 240 minutes per day**.

Additional time should be allocated as follows:

- a. 50-60 minutes required for data entry/planning period
 - b. 50-60 minutes for student counseling
 - c. 50-60 minutes for employer marketing/follow-up
- Students should receive no less than 50 minutes a day of scheduled JAG-LA class instruction; the additional time should be allotted for remediation and guidance
 - Submit Employer Marketing Plan
 - Submit Plan of Work
 - Seventeen (17) hours of community service per student
 - Attendance at Specialist required meetings, phone conferences and National JAG Conference
 - A minimum of three (3) field trips with one field trip to a post-secondary facility
 - A minimum of eight (8) guest speakers
 - Annual goals revisited three (3) times a year.
 - Assist JAG-LA seniors in completing the FAFSA application

Student Led Association

Students are automatically members of the JAG-LA Career Association/Professional Association, a student-led chapter designed to develop, practice and refine critical thinking skills delivered in the classroom. The chapter members elect officers, serve on committees, develop and execute a plan of work, participate in skill-based competitions, and seek recognition for chapter projects and accomplishments. Major Association Chapter activities include the Initiation and Installation Ceremony and the JAG-LA Statewide Conference (a one-day skills-based competition).

Follow-up Services

The JAG-LA Multi-Year Model Follow-Up Phase begins at graduation (June) and concludes at the close of a 12 month period. The Out-of-School Model for Follow-Up begins the month after graduation with the Louisiana High School Equivalency Test. Multi-Year and Out-of-School Specialists are responsible for providing follow-up services to both participants and employers for a period of 12 months. Monthly follow-up services are provided and documented in JAG Force each month. JAG-LA Specialists are to receive mandatory release time to leave campus and perform required follow-up services and to establish partnerships with businesses in the community. Employers should be contacted at least six times during the follow-up phase. Possible methods used to achieve the follow-up goals may include face-to-face or telephone contact with the student, family members, or employers. JAG National standard is **95%** contact rate. It is critical that the JAG-LA Specialist establishes a strong alliance with the students to be successful in the follow-up phase of the program.

Outcome Goals

The JAG-LA Specialists for the **Multi-Year Model** and **Out-of-School Model** programs are held accountable for achieving the following positive outcomes:

Multi-Year Model Program Standards

- Graduates-90%
- Employment-60%
- Contact Rate -95%
- Full-Time Employment- 60%
- Total Full-Time Positive Outcomes-75%
- Further Education Rate-35%

Out-of-School Model Programs Standards

- Graduates-50%
- Employment-60%
- Contact Rate -95%
- Full-Time Employment- 60%
- Total Full-Time Positive Outcomes-75%
- Further Education Rate-35%

EXHIBIT F

Program Requirements
JAG-LA Middle School Model Programs

EXHIBIT F

JAG-LA 2023-2026 Program Requirements JAG-LA Middle School Model Programs Attachment B-2

JAG-LA GOALS

Jobs for America's Graduates-Louisiana (JAG-LA) is a unique program that helps to ensure student success for both the **dropout prevention model** and the **school to career model**. As an affiliate of the JAG National Program, JAG-LA and the Louisiana Workforce Commission work to ensure the integrity of the model through the local program sites. JAG-LA sites provide students with Academic Training, Job Readiness, Instruction/Student Services, Leadership Development, Post-Graduate Assistance and Mentorship.

The JAG-LA Middle School Model Program's primary goal is to help students stay in school and assist them in their transition into high school. The programs objectives are to increase student's academic performance, attendance, behavior, participation, and improve their skills in leading and being an effective member of a team. Students enrolled in JAG-LA Middle School Program can receive Carnegie Units. Competencies from the JAG National Multi-Year Model must be incorporated into the middle school curriculum in order for students to receive Carnegie Units.

PROGRAM REQUIREMENTS

The **minimum** and **maximum** number of students enrolled by September 15th annually, is listed below:

- Middle School Model: **60-70** students with 25 students in 8th grade.

Student Contact Hours

- Middle School Model: The required number of contact hours per student per site is an average of **120** contact hours by the end of the year. It is required that **15%** of all contact hours be identified as academic remediation.

NOTE: Common planning time with students' Special Education teacher on academic remediation must be included.

Number of Competencies Attained

- Required to obtain 27 competencies on Level 3 by the end of the school year.

Transition to High School Rate

- Average **90%** high school transition rate (promotion to 9th grade)

JAG-LA Reports

- Submit required reports/lesson plans by given due date.

JAG Force

- JAG Force is used to determine attainment of required benchmarks for the JAG-LA Programs. Daily data entry is required.

Additional Requirements

- Supervisor submits signed and dated Roster Roll-Up due twice a year.
- No more than eighteen (18) students should be scheduled for a JAG-LA class at a time unless approved by JAG-LA state staff.
- Specialist can **only** teach **four (4) JAG classes per day** during the school year, **up to 240 minutes per day**.

Additional time should be allocated as follows:

- a. 50-60 minutes required for data entry/planning period

- b. 50-60 minutes for student counseling
- c. 50-60 minutes for employer marketing/follow-up
- Students should receive no less than 50 minutes a day of scheduled JAG-LA class and additional time should be allotted for remediation and guidance
- Submit Employer Marketing Plan
- Submit Plan of Work
- Seventeen (17) hours of community service per student
- Attendance at Specialist required meetings, phone conferences and National JAG Conference
- A minimum of three (3) field trips with one field trip to a post-secondary facility
- A minimum of eight (8) guest speakers
- Annual goals revisited three (3) times a year.

Curriculum

Middle School Specialists deliver the JAG Curriculum components, which include the following:

<p>6th and 7th Grade Communication Organizational Skills Study Skills Decision-Making Character Development Team Building</p>	<p>8th Grade Lifestyles Negotiations Career-Based Learning Leadership Development High School Transition</p>
--	---

Programs offering Carnegie Units for Middle School Model Program must also incorporate six (6) additional Multi-Year Model competencies (A.1-A.6), and the JA-LA Specialists must be secondary certified or have a CTTIE certification. Programs offering Carnegie Units will receive necessary curriculum and requirements for completion.

Student Development Association

Middle School students are automatically members of the JAG-LA Student Development Association, a student-led chapter designed to develop, practice and refine critical thinking skills delivered in the classroom. The chapter members elect officers, serve on committees, develop and execute a plan of work, participate in skill-based competitions, and seek recognition for chapter projects and accomplishments. Major Student Development Association Chapter activities include the following: Initiation and Installation Ceremony, Officers’ Leadership Conference, and Student Development Conference (one-day skills-based competition).

High School Transition

The JAG-LA Middle School Model Program is committed to increasing the potential for success in high school by preparing middle school students a successful transition into high school. Possible suggestions for meeting this requirement include visits to their respective high school, sporting events, high school shadowing days, and guest speakers from the high school such as counselors, teachers, students, etc.

Follow-up Services

Middle School Specialists maintain contact with students who transition into the 9th grade for the entire school year every three (3) months. Mandatory release time is required for the JAG-LA Specialist to leave campus to perform required follow-up services and for establishing partnerships with businesses in the community. Specialists are held accountable for their students to be connected and engaged in high school. Possible methods used to achieve the follow-up goals may include face-to-face or telephone contact with the student, parental or high school source contact, attendance clerk contact and/or review of daily attendance report, and review of academic transcript and/or registrar contact. If a student enters a multi-year JAG Program (9th-12th), follow-up is not required.

Community-Based Learning

Middle School Specialist design community-based learning activities that encourage involvement and attachment with the

community to emphasize citizenship and responsibility. Middle School students participate in the following activities: volunteerism, fundraising, job shadowing, and service learning projects where students are responsible for selecting a project, organizing the details and executing successful projects.

Outcome Goals

Middle School Specialists are held accountable for the following outcomes:

- 90% high school transition rate
- 80% improvement in attendance rate
- 80% academics improvements
- 80% reduction of discipline referrals
- 90% reduction of one or more indicators/barriers at the completion of JAG Services

EXHIBIT G

JAG-LA Supervisor and Principal Assurances

EXHIBIT G

JAG-LA Supervisor and Principal Assurances:

- The district /agency JAG-LA Supervisor and Principal provide supervision and assistance to ensure that the JAG-LA Specialist fulfills the responsibilities of the JAG-LA Assurances and achieves the performance standards of the JAG program model.
- Participates in mandatory JAG-LA Supervisor/Principal training provided by JAG-LA state staff.
- Assists the JAG-LA Specialist to establish an Advisory Committee, which provides assistance in recruiting, screening and selecting participants most in need of services.
- Oversees that required documentation is submitted to JAG-LA state staff as requested:
 - **Required Reports/Lesson Plans by given due date**
 - **Supervisor signed roll-up roster twice (2) a year**
 - **Employee Marketing Plans**
 - **Plans of Work**
- Supervisor submits a signed and dated Supervisor **Report**, as requested by JAG-LA state staff, annually unless the program/site has received on-site monitoring from JAG-LA state staff.
- Oversees/Ensures that information in *JAGForce* is accurate and entered timely, including: Daily model services, follow-up information, progress reports and work-based learning hours.
- Assists JAG-LA Specialist to obtain the required number of competencies, contact hours, community service hours and work-based learning experiences, as required by the JAG-LA program model.
- Ensures that the JAG-LA site has an active association and provides assistance in working toward completion of the association’s required activities. Association minutes and sign-in sheets must be kept on file.
- Allow for a **minimum of three (3) student field trips per year one (1) field trip must be to a post-secondary institute**). Allow for JAG-LA Specialist to schedule a **minimum** of eight (8) guest speakers per year.
- Provides assistance to secure all mandatory documentation required by JAG-LA state staff in participants’ folders, participants’ portfolios and specialist’s portfolio.
- Ensures that JAG-LA Specialist is following the submitted Marketing Plan and Plan of Work. Supports JAG-LA specialist in reaching out to community partners/business leaders. Must be documented in the Specialist Portfolio.
- Supervisor/Principal agrees to the **minimum number** and **maximum number** of students allowed **per program model** as stated in the contract.
- Ensures no more than **eighteen (18) students** will be scheduled for a JAG-LA class at a time unless approved by JAG-LA state staff. Students should receive no less than 50 minutes a day of a scheduled JAG-LA class and additional time should be allowed for remediation.
- **No additional classes** can be taught by the **JAG-LA Specialist**.

District/Agency Supervisor Date

Title

Principal Date

School

EXHIBIT H

**JAG-LA ASSURANCES DISTRICT/
AGENCY ASSURANCES**

EXHIBIT H

JAG-LA Assurances District/Agency Assurances:

- Employ a full-time, teacher-certified individual who is qualified to fulfill the responsibilities of the JAG-LA Specialist and is not **given any additional task other than JAG**. It is advised that the JAG-LA Program Supervisor be included in the interview process for the JAG-LA Specialist.
- Provide the balance of the salary and benefits for the JAG-LA Specialist above the contract award contribution by LWC, and contribute as in-kind services the use of appropriate classroom space, office space, utilities, telephone and computer, with access to a printer and scanner.
- Provide the JAG-LA program model for the entire year as a regularly scheduled class or classes with appropriate Carnegie units, in addition to classroom space for counseling opportunities, marketing, and data entry outside of regularly scheduled classes.
- Support the specialist by providing time to complete follow-up services, including employer marketing, job development, and placement services for twelve (12) months.
- Assure that an Advisory Committee has been established to assist the JAG-LA Specialist in recruiting, screening and selecting participants in need of services. The Advisory Committee and JAG-LA Specialist are mutually responsible for recruiting, screening, and selecting participants who satisfy JAG-LA criteria.
- Provide scheduled time for the specialist with access to JAG-LA participants to review their records. This includes time for documentation in *JAGForce* for model services, review of students' annual goals and follow-up.
- Provide classroom space for specialist-led, competency-based instruction and participant-led association activities. The school/agency will also provide the use of other school facilities and equipment necessary to deliver the services of a JAG-LA program. (Ex. computer lab)
- Enable JAG-LA participants to attend statewide conferences by **securing transportation and supplies needed for students to attend these events**.
- Support JAG-LA efforts to involve parents, family, employers, and community to meet the needs of JAG-LA participants, and ensure full cooperation and participation during the post-graduation follow-up period.
- Allow for a **minimum** of three (3) field trips per year with one (1) field trip to a post-secondary institute. Allow for JAG-LA Specialists to schedule a minimum of eight (8) guest speakers per year.
- Provide mandatory **release** time for the JAG-LA Specialist to perform off campus employer marketing, recruitment for guest speakers, arrangement of field trips, job development, and placement responsibilities. **Documentation of employer marketing (i.e., log and business cards) must be on file in Specialist Portfolio**. Active personal contacts with employers throughout the program year are essential to a successful JAG-LA Program.
- Ensure the specialist is in attendance at mandatory JAG-LA staff meetings, monthly Point of Contact (POC) Zoom meetings, conferences and the annual JAG National Training Seminar (NTS).
- Establish a district/agency supervisor that attends mandatory JAG-LA training and that supports the JAG program model. The district/agency JAG-LA Supervisor will be responsible for the oversight of the JAG program model.
- Ensure that the JAG-LA Supervisor, Specialist and Principal fulfill the responsibilities of these JAG-LA Assurances and achieve the performance standards of the JAG program model.

Superintendent/Agency Director Signature/Title

Date

School System

EXHIBIT I

JAG-LA SPECIALIST ASSURANCES

EXHIBIT I

Attachment B-2: Assurances

JAG-LA Specialist Assurances:

- Recruits and selects the **required minimum number of qualified participants, not to exceed the minimum or maximum number of students without JAG-LA state staff approval** to satisfy the criteria as set out by JAG-LA. Students must need, want, and be able to benefit from the services available and the required 12-month follow-up phase of the program.
- Facilitates the association for the JAG model being taught. Curriculum should be taught through the activities of the association.
- Establishes an Advisory Committee to assist in recruiting, screening and selecting participants most in need of services. The Advisory Committee and JAG-LA Specialist are mutually responsible for recruiting, screening, and selecting potential participants who satisfy JAG-LA criteria. **The JAG-LA Specialist is ultimately responsible for the final selection process of the participants who qualify for the JAG model.**
- Delivers the curriculum developed by the National JAG Organization. Participants are expected to master all required competencies for the program model delivered.
- Establishes and organizes a motivational, career-oriented student-led organization. Each participant is a member of an association for purposes of belonging, creating a sense of ownership, building self-esteem, and developing leadership and fellowship skills.
- Conducts an Installation and Initiation Ceremony for JAG-LA Association Members and Officers *prior to September 16, 2022*.
- Attends and encourages participation in mandatory state conferences.
- Works with participants and other staff/faculty to provide remediation and/or tutoring required for participants to improve basic education skills and graduate or obtain a Louisiana High School Equivalency Diploma.
- Provides necessary services required to help participants overcome barriers to stay in school, graduate, become employed and/or pursue a postsecondary education.
- Provides career counseling and personal counseling. Private space is provided for counseling and interviewing as needed. Refers to school or community-based services, as needed, to help overcome barriers to graduation, employment, career entry and/or advancement.
- Attends JAG-LA staff development and mandatory quarterly meetings. Works with JAG-LA Supervisors and JAG-LA state staff to assist with special events.
- Develops work-based learning and/or job shadowing experiences linked to the JAG Curriculum to enhance student learning and specific occupational skills in their chosen career field. Develops jobs, internships or apprenticeship opportunities for JAG-LA graduates.
- Provides **12-month follow-up services** through employer and student contact and must be documented monthly in Electronic National Data Management System (ENDMS) for multi-year participants. Middle school specialists assist students with the transition to 9th grade and follow-up monthly with students during the 9th grade year.
- Maintains, completes and submits all paper and electronic documentation, as required by JAG-LA state staff, by the appropriate deadlines.
- JAG-LA Specialists are **required** to assist all JAG-LA Seniors in completing the **FAFSA application for the 2022-2023** school years.
- Attends the National Training Seminar (NTS) in July of each year.
- Develops relations with business partners, community and government organizations as set forth by the marketing plan which promotes student success, achievement and program goals.

- Secures a minimum of (3) **three field** trips per year (one field trip must include a visit to a post-secondary institution). Schedules a minimum of (8) **eight guest** speakers per year.
- Submits required documentation to JAG-LA state staff, as requested, by deadlines:
 - **Submit to JAG-LA state staff Required Reports/Lesson Plans by given due date**
 - **Supervisor signed roll-up roster twice (2) a year**
 - **Employee Marketing Plan**
 - **Plans of Work**
 - **FAFSA Requirement (Multi-Year)**

JAG-LA Specialist	Date
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(Signed copy of JAG-LA Specialist Assurance page can be forwarded separately from the contract once a JAG-LA Specialist position is secured)