



ORLEANS PARISH SCHOOL BOARD

Purchasing 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. 26-0108

PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

ELECTRONIC QUALIFICATIONS SUBMITTAL DEADLINE:

THURSDAY, APRIL 30, 2026 @ 10:00 A.M.

VIRTUAL PRE - QUALIFICATIONS MEETING:

FRIDAY, APRIL 17, 2026 @ 10:00 A.M.

PROPOSER: _____

SIGNATURE: _____

NAME (PRINT OR TYPE): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

TERMS: _____

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

ADVERTISEMENT

REQUEST FOR QUALIFICATIONS NO. 26-0108

PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

Electronic Responses to Request for Qualifications relative to the above will be received via email submission to the Purchasing Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 until **10:00 A.M. (CST) on Thursday, April 30, 2026.**

Specifications and qualifications documents may be obtained by visiting the District’s website at www.nolapublicschools.com; or by contacting the Procurement Department at procurement@nolapublicschools.com.

The District will host a Virtual Pre-Qualifications meeting to be held on **Friday, April 17, 2026, at 10:00 A.M. (CST)**. The Virtual link can be found below:

Register in advance for this meeting:

<https://us06web.zoom.us/meeting/register/-ohnihaOTWudTySb6xe6Rg>

After registering, you will receive a confirmation email containing information about joining the meeting.

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

Paul A. Lucius
Executive Director of Procurement

FIRST INSERTION DATE: THURSDAY, APRIL 2, 2026
SECOND INSERTION DATE: THURSDAY, APRIL 9, 2026
THIRD INSERTION DATE: THURSDAY, APRIL 16, 2026

TABLE OF CONTENTS

Request for Qualifications Instructions

- 1.0 Overview
 - 1.1 Instructions to Proposers
 - 1.2 Purpose
 - 1.3 School District Profile
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Specifications
- 5.0 Special Terms & Conditions
- 6.0 Evaluation Criteria / Process
- 7.0 RFQ Forms/Submissions Requirements & Specifications
 - 7.1 RFQ Submission Requirements
 - 7.2 Submittal Requirements/Specifications
- 8.0 Authority to Contract on Behalf of Company
- 9.0 Cost Form
- 10.0 References
- 11.0 Indemnity and Insurance
- 12.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 13.0 Certification Regarding Lobbying Form
- 14.0 Proposer's Certification Form
- 15.0 Non-Collusion Statement Form
- 16.0 Vendor Registration
- 17.0 Conflict of Interest Form
- 18.0 Proposer Guarantees and Warrantees
- 19.0 EDGAR Contract Form
- 20.0 Disadvantaged Business Enterprise (DBE) Program – Policy & Provisions

1.0 OVERVIEW

1.1 Introductions to Proposers

One signed original qualifications response shall be submitted electronically and clearly marked: REQUEST FOR QUALIFICATIONS NO. 26-0108 ON Thursday, April 30, 2026 AT 10:00 A.M. to Procurement Department: 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 Thursday April 10, 2026 @ 10:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.

Pre-Qualifications Meeting (via ZOOM)	Friday	April 17, 2026 @ 10:00 A.M.
Last Day for Questions@ 4:00 P.M. (CST)	Wednesday	April 22, 2026
Last Day for Addendum	Monday	April 27, 2026
QUALIFICATIONS SUBMISSION DEADLINE Thursday		April 30, 2026 @ 10:00 A.M.
Oral Presentations (if applicable)		May 8, 2026
Evaluation Committee Meeting		May 11-13, 2026
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, Proposers 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 Proposers 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. Proposers 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 proposer. **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 Proposer who submitted a qualifications response has an objection to the award of the contract to the Selected Proposer, the objecting Proposer 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 Proposers.

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 Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

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 proposer to the Executive Director of Procurement within 48 hours of qualifications response receipt.

SUPPLIER PERFORMANCE AND EVALUATION: The proposer, vendor, service provider and/or supplier performance process will involve evaluating the proposer, 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 proposer, 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 proposer, 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 proposer must include a certification statement with each bid. By signing the certification statement, the proposer 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 proposer 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:

The Disadvantaged Business Enterprise (DBE) Program is race & gender-neutral, and open to all business owners regardless of race, ethnicity or gender. DBE firms currently certified with the Louisiana Unified Certification Program (LAUCP), or the State & Local Disadvantaged Business Enterprise (SLDBE) Program must submit a copy of their certification letter for eligibility with the offer/response to this solicitation.

The Proposer shall submit the following forms located in Appendix-E below:

- DBE Responsiveness Form 1
- DBE Responsiveness Form 2
- DBE Certification Letter (for each company)
- DBE Professional Services Compliance Certification Checklist

DBE Provisions (Attached), which is hereby made a part of this RFQ. Failure to include DBE participation; including all signatures and notary, shall cause a firm's qualifications response to be non-responsive and cause for rejection.

COMPUTED COST SCORE:

There is no cost associated with this project.

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

The District is seeking expert partnership and consultative services in the performance of project and construction management of capital projects under the School Facilities Preservation Program. The selected partner will assist District staff with the planning, execution, and documentation of planned, unplanned, and emergent capital projects as assigned.

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 response 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 three (3) year with an option to renew for two (2) additional one (1) year periods.. 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 Project and Construction Management Services. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the proposers. 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 Project and Construction Management Services.

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 Proposer's completeness and timeliness in its response, etc.

ADDENDUM TO REQUEST FOR QUALIFICATIONS: NOLA-PS reserves the right to revise and amend the specifications prior to the date set for the opening. Proposers are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFQ in writing and request the modification or clarification desired. NOLA-PS will issue an addendum to evidence any revisions or amendments made to this RFQ. As a courtesy, every effort will be made to send an issued addendum to the parties known to have been furnished a complete copy of this RFQ. Addenda are made available on the NOLA-PS website under community/business resources/solicitations. Please acknowledge receipt of addendum on Signature Page.

All questions must be in writing and electronically submitted to the Procurement Department at procurement@nolapublicschools.com no later than **4:00 P.M. on Wednesday, April 22, 2026**. No addendum will be issued no later than **Monday, April 27, 2026**, except an addendum withdrawing the

qualifications response or postponing the opening of the qualifications. It is the responsibility of each Proposer, prior to submitting the qualifications response, to determine if addenda were issued and if so, acknowledge the addendum on the applicable form.

Times and dates are final unless there is an unexpected “emergency” beyond NOLA-PS’s control.

ORAL PRESENTATIONS via ZOOM: (Optional)
PRESENTATION DATES: May 8, 2026

NOLA-PS, at its sole discretion may invite the top two to four (2-4) Proposers to provide oral presentations and justify how they propose to meet the Districts’ objectives with **RFQ No. 26-0108**. Commitments, if any, made by the Proposer at the oral presentation will be considered binding. The evaluation committee has the option to conduct initial reviews of proposals and only host oral presentations of the top 1 to 4 firms in the best interest of the District.

Each firm selected should be prepared to conduct a presentation to the NOLA-PS Evaluation Committee. The presentations must be shown that the firm clearly understands the requirements of the solicitation and possesses the knowledge, skills, and capacity to complete the work. Firms presenting for the oral presentation process will be notified of their allotted presentation time with the District on **Friday, May 8, 2026**. The time frame for the presentations will follow the schedule provided below:

- 10 minutes for vendor set-up and brief Introductions
- 20 minutes for presentations to NOLA-PS Evaluation Committee demonstrating firms’ Qualifications and Expertise with the requirements as it relates to the RFP services
- 15 minutes for question/answer session
- 5 minutes for closing

NOLA-PS is requesting firms respectfully adhere to the assigned time allotted for presentations.

2.0 SCOPE OF WORK/SERVICES

SCOPE OF SERVICES:

The PM/CM Consultant shall provide comprehensive program management, project management (PM), and construction management (CM) services in support of OPSB's capital improvement program and the overall District School Facilities Office project management program. The Consultant shall act as an extension of OPSB staff and as directed, may serve in a lead role on assigned projects. Responsibilities shall include supporting program-wide planning, coordination, and reporting functions, as well as direct management and delivery of individual projects.

Consistent with industry standards and American Institute of Architects (AIA) contract frameworks, Project Management (PM) services are defined as the planning, organizing, and controlling of project scope, schedule, cost, quality, and administrative processes across all phases of a project, including design and construction. Construction Management (CM) services are defined as the administration and coordination of the construction process on behalf of the Owner, including management of contractors, monitoring of construction activities, and enforcement of the requirements of the Contract Documents to achieve the Owner's objectives. The Consultant shall act as the Owner's representative and shall be responsible for managing assigned projects from planning through final closeout, ensuring alignment with OPSB goals, schedules, budgets, and standards.

2.1 Construction Management Services

The CM Consultant shall provide overall leadership, oversight, and administration of assigned capital projects and shall serve as an agent of OPSB. The Consultant shall support the District's School Facilities Office in the implementation of its project management program and, when directed, assume primary responsibility for the execution of specific projects. The Consultant shall emphasize collaboration with OPSB staff, school communities, and project stakeholders to ensure successful project delivery.

Services shall include, but are not limited to, the following:

- a. Program-level support to OPSB's School Facilities Office, including coordination, reporting, and implementation of capital program initiatives;
- b. Program and project management from initiation through closeout, including serving as lead project manager on assigned projects;
- c. Development, monitoring, and maintenance of master schedules across multiple projects;
- d. Preparation and management of project budgets, cost estimates, and financial reporting;
- e. Oversight and coordination of design professionals, contractors, and vendors;
- f. Procurement support, including development of bid packages, coordination of bidding, and evaluation of proposals;
- g. Contract administration and monitoring of compliance with contractual requirements;
- h. Risk identification, mitigation planning, and issue resolution;
- i. Coordination with OPSB stakeholders, school representatives, and community

- members;
- j. Oversight of permitting and regulatory approvals;
- k. Implementation of project controls, reporting systems, and performance metrics;
- l. Management of emergency and unplanned capital repairs;
- m. Coordination and facilitation of project meetings and reporting to OPSB leadership; and
- n. Ensuring delivery of projects in accordance with established goals, schedules, and budgets.

2.2 Management of Design Phase

The PM/CM Consultant shall assist OPSB in the procurement and management of licensed design professionals and shall ensure compliance with OPSB Education Specifications and Performance Standards and applicable contract requirements.

Services shall include, but are not limited to, the following:

- a. Development of solicitations, scopes of work, and evaluation criteria for design services;
- b. Support of proposal review, scoring, and consultant selection;
- c. Coordination of design kick-off meetings and ongoing design coordination meetings;
- d. Management and tracking of design schedules and deliverables;
- e. Review of design documents at all phases for completeness, coordination, constructability, and alignment with budget and program requirements;
- f. Facilitation of value engineering and life-cycle cost analysis;
- g. Monitoring and control of project budgets during design, including cost estimating and reconciliation;
- h. Coordination of regulatory reviews and permitting requirements;
- i. Verification of compliance with applicable codes, standards, and OPSB requirements;
- j. Management and documentation of design changes and decisions;
- k. Review and processing of consultant invoices;
- l. Maintenance of design phase documentation and records; and
- m. Coordination of transition from design to construction, including bid packaging and addenda.

2.3 Management of Construction Phase

The PM/CM Consultant shall coordinate and manage the construction phase of all assigned capital projects to ensure compliance with the Contract Documents, schedules, and budgets.

Services shall include, but are not limited to, the following:

- a. Development, monitoring, and updating of construction schedules;
- b. Coordination and oversight of contractors, subcontractors, and vendors;
- c. Review and processing of submittals, requests for information (RFIs), and change orders;
- d. Cost control, budget tracking, and financial reporting;
- e. Monitoring of construction progress and preparation of progress reports;
- f. Quality assurance and verification of compliance with plans, specifications, and

Contract

Documents;

- g. Coordination with OPSB staff, design professionals, and regulatory agencies;
- h. Facilitation of construction meetings and documentation of meeting minutes;
- i. Monitoring of safety compliance in coordination with responsible parties;
- j. Review and verification of contractor pay applications;
- k. Support of claims avoidance, negotiation, and dispute resolution; and
- l. Coordination of Substantial Completion activities.

2.4 Field Inspection Services

The PM/CM Consultant shall provide field inspection services to verify compliance with project requirements related to schedule, budget, quality, and the Contract Documents.

Services shall include, but are not limited to, the following:

- a. Performance of routine and periodic site inspections;
- b. Verification that materials and workmanship conform to approved plans, specifications, and submittals;
- c. Identification and documentation of deficiencies and non-conforming work, and coordination of corrective actions;
- d. Monitoring of contractor adherence to project schedules;
- e. Review of field conditions and coordination of resolution of discrepancies;
- f. Preparation of daily inspection reports and photographic documentation;
- g. Observation of testing and inspection activities performed by others;
- h. Verification of implementation of approved change orders;
- i. Monitoring of site safety practices and reporting of observed deficiencies;
- j. Coordination with OPSB staff, contractors, and design professionals to resolve field issues;
- k. Assistance with punch list development and tracking; and
- l. Verification of completed work.

2.5 Project Closeout and Documentation

The PM/CM Consultant shall manage and coordinate all project closeout activities in accordance with the Contract Documents and OPSB requirements.

Services shall include, but are not limited to, the following:

- a. Coordination of Substantial Completion and Final Completion processes;
- b. Development, management, and verification of punch lists;
- c. Collection, review, and organization of closeout documentation, including record drawings, warranties, operation and maintenance manuals, and test reports;
- d. Coordination of system start-up, commissioning, and training of OPSB personnel;
- e. Verification of completion of all contractual requirements;
- f. Review and recommendation of final payment applications
- g. Resolution of outstanding issues, claims, and deficiencies;
- h. Compilation and maintenance of complete project records;
- i. Support of audits and compliance reviews, as required; and
- j. Facilitation of post-construction evaluations and documentation of lessons learned.

**SCOPE OF SERVICES WILL BE REPEATED IN
SPECIFICATIONS 4.0**

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 Proposer 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 Proposers 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 Proposers 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, proposer'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 Proposer.

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 Proposer believes that its response, or parts of its response, may be exempted from disclosure under Louisiana law, the Proposer must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Proposer 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 Proposers.

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 Proposer's qualifications response or any parts thereof.
3. Conduct oral interviews/discussions or presentations necessary to select the best value Proposer 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 Proposer(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 Proposers, 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 Proposer 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 Proposer.

NOLA-PS will then be relieved of all obligations, except to pay the value of the Proposer's prior performance (at a cost not exceeding the contract rate). The Proposer 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 Proposer.

- 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 Proposer 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

SCOPE OF SERVICES:

The PM/CM Consultant shall provide comprehensive program management, project management (PM), and construction management (CM) services in support of OPSB's capital improvement program and the overall District School Facilities Office project management program. The Consultant shall act as an extension of OPSB staff and as directed, may serve in a lead role on assigned projects. Responsibilities shall include supporting program-wide planning, coordination, and reporting functions, as well as direct management and delivery of individual projects.

Consistent with industry standards and American Institute of Architects (AIA) contract frameworks, Project Management (PM) services are defined as the planning, organizing, and controlling of project scope, schedule, cost, quality, and administrative processes across all phases of a project, including design and construction. Construction Management (CM) services are defined as the administration and coordination of the construction process on behalf of the Owner, including management of contractors, monitoring of construction activities, and enforcement of the requirements of the Contract Documents to achieve the Owner's objectives. The Consultant shall act as the Owner's representative and shall be responsible for managing assigned projects from planning through final closeout, ensuring alignment with OPSB goals, schedules, budgets, and standards.

2.1 Construction Management Services

The CM Consultant shall provide overall leadership, oversight, and administration of assigned capital projects and shall serve as an agent of OPSB. The Consultant shall support the District's School Facilities Office in the implementation of its project management program and, when directed, assume primary responsibility for the execution of specific projects. The Consultant shall emphasize collaboration with OPSB staff, school communities, and project stakeholders to ensure successful project delivery.

Services shall include, but are not limited to, the following:

- a. Program-level support to OPSB's School Facilities Office, including coordination, reporting, and implementation of capital program initiatives;
- b. Program and project management from initiation through closeout, including serving as lead project manager on assigned projects;
- c. Development, monitoring, and maintenance of master schedules across multiple projects;
- d. Preparation and management of project budgets, cost estimates, and financial reporting;
- e. Oversight and coordination of design professionals, contractors, and vendors;
- f. Procurement support, including development of bid packages, coordination of bidding, and evaluation of proposals;
- g. Contract administration and monitoring of compliance with contractual requirements;
- h. Risk identification, mitigation planning, and issue resolution;

- i. Coordination with OPSB stakeholders, school representatives, and community members;
- j. Oversight of permitting and regulatory approvals;
- k. Implementation of project controls, reporting systems, and performance metrics;
- l. Management of emergency and unplanned capital repairs;
- m. Coordination and facilitation of project meetings and reporting to OPSB leadership; and
- n. Ensuring delivery of projects in accordance with established goals, schedules, and budgets.

2.2 Management of Design Phase

The PM/CM Consultant shall assist OPSB in the procurement and management of licensed design professionals and shall ensure compliance with OPSB Education Specifications and Performance Standards and applicable contract requirements.

Services shall include, but are not limited to, the following:

- a. Development of solicitations, scopes of work, and evaluation criteria for design services;
- b. Support of proposal review, scoring, and consultant selection;
- c. Coordination of design kick-off meetings and ongoing design coordination meetings;
- d. Management and tracking of design schedules and deliverables;
- e. Review of design documents at all phases for completeness, coordination, constructability, and alignment with budget and program requirements;
- f. Facilitation of value engineering and life-cycle cost analysis;
- g. Monitoring and control of project budgets during design, including cost estimating and reconciliation;
- h. Coordination of regulatory reviews and permitting requirements;
- i. Verification of compliance with applicable codes, standards, and OPSB requirements;
- j. Management and documentation of design changes and decisions;
- k. Review and processing of consultant invoices;
- l. Maintenance of design phase documentation and records; and
- m. Coordination of transition from design to construction, including bid packaging and addenda.

2.3 Management of Construction Phase

The PM/CM Consultant shall coordinate and manage the construction phase of all assigned capital projects to ensure compliance with the Contract Documents, schedules, and budgets.

Services shall include, but are not limited to, the following:

- a. Development, monitoring, and updating of construction schedules;
- b. Coordination and oversight of contractors, subcontractors, and vendors;
- c. Review and processing of submittals, requests for information (RFIs), and change orders;
- d. Cost control, budget tracking, and financial reporting;
- e. Monitoring of construction progress and preparation of progress reports;

- f. Quality assurance and verification of compliance with plans, specifications, and Contract Documents;
- g. Coordination with OPSB staff, design professionals, and regulatory agencies;
- h. Facilitation of construction meetings and documentation of meeting minutes;
- i. Monitoring of safety compliance in coordination with responsible parties;
- j. Review and verification of contractor pay applications;
- k. Support of claims avoidance, negotiation, and dispute resolution; and
- l. Coordination of Substantial Completion activities.

2.4 Field Inspection Services

The PM/CM Consultant shall provide field inspection services to verify compliance with project requirements related to schedule, budget, quality, and the Contract Documents.

Services shall include, but are not limited to, the following:

- a. Performance of routine and periodic site inspections;
- b. Verification that materials and workmanship conform to approved plans, specifications, and submittals;
- c. Identification and documentation of deficiencies and non-conforming work, and coordination of corrective actions;
- d. Monitoring of contractor adherence to project schedules;
- e. Review of field conditions and coordination of resolution of discrepancies;
- f. Preparation of daily inspection reports and photographic documentation;
- g. Observation of testing and inspection activities performed by others;
- h. Verification of implementation of approved change orders;
- i. Monitoring of site safety practices and reporting of observed deficiencies;
- j. Coordination with OPSB staff, contractors, and design professionals to resolve field issues;
- k. Assistance with punch list development and tracking; and
- l. Verification of completed work.

2.5 Project Closeout and Documentation

The PM/CM Consultant shall manage and coordinate all project closeout activities in accordance with the Contract Documents and OPSB requirements.

Services shall include, but are not limited to, the following:

- a. Coordination of Substantial Completion and Final Completion processes;
- b. Development, management, and verification of punch lists;
- c. Collection, review, and organization of closeout documentation, including record drawings, warranties, operation and maintenance manuals, and test reports;
- d. Coordination of system start-up, commissioning, and training of OPSB personnel;
- e. Verification of completion of all contractual requirements;
- f. Review and recommendation of final payment applications
- g. Resolution of outstanding issues, claims, and deficiencies;
- h. Compilation and maintenance of complete project records;
- i. Support of audits and compliance reviews, as required; and

j. Facilitation of post-construction evaluations and documentation of lessons learned.

SPECIFICATIONS

- Team must include one or more members who are either:
Louisiana licensed General PM/CM Consultant or Project Management Professional (PMP) certified from the Project Management Institute or other recognized PM/CM professional societies.
- Have past performance on educational capital projects, including design, construction, and field inspection.
- Demonstrate depth of staffing to manage multiple concurrent projects
- Have experience of on-site CM or field inspection personnel.
- Adequate operational approach with some areas needing clarification; partial transition plan; some awareness of the School Facilities Preservation Program
- Implement strategies for managing multiple concurrent projects.
- Plan for DBE participation, including policies and planned subcontracting.
- Have adequate experience with project closeout and asset management
- Management of warranties, as-built drawings, and operations manuals.
- Proposer must be financially stable and not currently engaged in bankruptcy proceedings, acquisition, or merger activities.

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.

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.	Relevant Experience & Past Performance	25
2.	Organizational Capacity & Key Personnel	25
3.	Project Management & Operational Approach	25
4.	Safety, Quality & Regulatory Compliance	10
5.	Maintenance, Asset Stewardship & Closeout	10
6.	Disadvantaged Business Enterprise (DBE) participation – 35% goal (DBE Forms submitted with Notary)	5
Total Points		100 Points

7.0 RFQ FORMS/SUBMISSIONS

7.1 QUALIFICATIONS SUBMISSION REQUIREMENTS

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

1. Five (5) client references (see attached form) from school districts to show evidence of past Project and Construction Management Services. 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:

To enable the Orleans Parish School Board to efficiently evaluate the Request for Qualifications packages, it is requested that Respondents use the following format in preparing their qualifications responses. **Electronic qualifications responses that DO NOT conform to the prescribed format may be rejected and may not be evaluated.**

Responses to this RFQ will detail applicant's ability to address the Qualifications Requirements using the following outline:

Qualifications Response Format (Qualifications Response Not to exceed 20 Pages)

Qualifications Responses submitted for consideration should follow the format and order of presentation described below:

A. Tab 1 – Cover Letter – *Letter of Interest/Executive Summary*

- a. Must be on Firm's Letterhead (if applicable)
- b. Signed by authorized company official/agent of the firm who is committing to a potential contract with NOLA-PS (if applicable)
- c. Include primary contact person

B. Tab 2 – Description of Proposer's Background

- a. Brief summary of professional experience
- b. Number of years providing services
- c. Firm's goal and objectives (if applicable)
- d. Firm's overall organizational focus (if applicable)

C. Tab 3 – Experience and Qualifications of Proposer/Firm

- a. Describe the firm's ability to provide the product/service as described in the RFQ

D. Tab 4 – Methodology and Approach

- a. Describe your approach to carrying out the product/service as described in the RFQ (Scope of Work, Specifications, and Special Terms and Conditions)
- b. Include similar projects

E. Tab 5 – Firm’s Financial & Compliance Standing (if applicable)

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.

F. Tab 6 – Timeline (Table Form)

- a. Include start date, end date, activity, and team members (if any) assigned to complete activity

G. Tab 7 – Project Staff

- a. Brief summary of backgrounds, qualifications, and experiences of the individual(s) participating with the project

H. Tab 9 – References – (Provide five (5) References of similar scope)

- a. Include organization’s name
- b. Industry Type
- c. Contact name, title, phone number, and email address
- d. Contract Date (s) or Years of Service

I. Tab 10 – Cost (Cost Form is attached)

J. Tab 11 – Appendices

- a. NOLA-PS Forms (Completed and signed by authorized company official/agent of the firm who is committing to a potential contract with NOLA-PS)
- b. Resumes or CVs of project participant(s)
- c. Sample Work (if requested)

APPENDIX A

NOLA-PS Required Documents

Please ensure that your proposal includes the following required documents:

Appendix A – NOLA- PS Required Documents:

- NOLA-PS Cover Sheet - (RFP/RFQ Cover Sheet)
- 8.0 Authority to Contract on behalf of Company
- 9.0 Materials & Supplies Form(Waived for this project)
- 10.0 References
- 11.0 Indemnity & Insurance
- 12.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
- 13.0 Certifications Regarding Lobbying
- 14.0 Proposer’s Certification
- 15.0 Non-Collusion Statement
- 16.0 Vendor Registration Form
- 17.0 Orleans Parish School Board Standards Prohibiting Conflicts of Interest
- 18.0 Proposer Guaranties and Warranties
- 19.0 Edgar Contract Addendum

Appendix B – Disadvantaged Business Enterprises Required Documents:

- DBE Responsiveness Form 1
- DBE Responsiveness Form 2
- DBE Certification Checklist **(must be notarized)**
 - Professional Services Compliance Certification Checklist **(or)**
 - Contractor Compliance Certification Checklist

8.0 Authority to Contract on behalf of Company

Louisiana Revised Statute 38: 2212 Provides that a Corporate Resolution or written evidence (i.e. memo, letterhead, or board minutes) of the authority of the person signing the bid is required to be attached and submitted with the Bid Documents.

PRINCIPALS OF THE COMPANY

PRESIDENT: _____

VICE-PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

BIDDER: _____

SIGNATURE: _____

NAME: _____

ADDRESS: _____

CITY, STATE, and ZIP: _____

AREA CODE & PHONE: _____

EMAIL: _____

LIST THE BIDDER'S FEDERAL TAX IDENTIFICATION NUMBER _____

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

9.0 COST FORM



ORLEANS PARISH SCHOOL BOARD

**Procurement Department
2401 Westbend Parkway, Suite 5055
New Orleans, Louisiana 70114**

**RFQ NO. 26-0108
PROJECT AND CONSTRUCTION MANAGEMENT SERVICES**

The total **ANNUAL** fee for providing: _____

Fee: _____
(in figures)

Fee: _____
(in words)

NAME: _____ TITLE: _____

COMPANY: _____

SIGNATURE: _____ DATE: _____

ORLEANS PARISH SCHOOL BOARD (NOLA-PS) reserves the right to consider/approve additional products/services available during the life of this agreement that have yet to be developed but would enhance the products/services provided under this agreement. Such considerations should be made available as part of the routine products/services included in this agreement and made available to client similar to ORLEANS PARISH SCHOOL BOARD (NOLA-PS) at no additional fee.

Should additional fees be required for products/services not yet developed, ORLEANS PARISH SCHOOL BOARD (NOLA-PS) shall receive a cost justification proposal for the added product or service and shall have the right to accept or reject any such offer independent of the original agreement, to negotiate with the successful vendor for additional value and to counteroffer additional value, which may include pricing, additional warranty, technical support and/or training.

Signature _____ Date _____

10.0 REFERENCES

(NOLA-PS prefer school districts but will consider one (1) Large Organizational reference)

1. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

2. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

3. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

4. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

5. School System _____
Contact Name _____
Address _____
Telephone number _____
Fax number _____

11.0 INDEMNITY AND INSURANCE

- A. The Contractor shall indemnify and hold harmless the NOLA-PS, its Board Members, Officers, Staff Directors, etc. for and against any and all losses, damages, and liabilities whatsoever for injury to or death of persons, or loss of or damage to property, including Government property of any kind or nature caused by, or arising out of the performance of the work or services required hereunder by the contractor or the officers, employees, or agents of the Contractor.
- B. The Contractor shall, as a minimum, obtain and maintain during the entire period of performance of this contract insurance provided by insurers authorized to transact business in the State of Louisiana, has and maintains a minimum of a “A” rating or better financial size category as shown in the most current AM Best Company ratings the following coverage placements:
1. Workers Compensation and Employers Liability: Workers’ Compensation insurance limits as required by the Statutory Labor Code of the State of Louisiana and Employer’s Liability coverage with a minimum limit of \$1,000,000. The policy shall include a waiver of subrogation in favor of the District (NOLA-PS).
 2. General Liability insurance including Products/Completed Operations Coverage and Contractual Coverage. The minimum limits of liability for bodily injury shall be \$1,000,000 per occurrence and \$1,000,000 aggregate and for property damages no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy shall include a waiver of subrogation in favor of the NOLA-PS. The additional insured endorsement will also be needed.
 3. Automobile Liability insurance including coverage on all non-owned and hired vehicles used in conjunction with the contract. Minimum limits of liability \$250,000/\$500,000 bodily injury and \$100,000 Property Damage. The policy shall include a waiver of subrogation in favor of the NOLA-PS.
 4. The proposer guarantees to give a minimum of thirty (30) days written notice of cancellation, major change, or expiration of insurance.
 5. The proposer shall furnish the NOLA-PS with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The NOLA-PS will be shown as the certificate holder.

ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall provide a Certificate of Insurance Evidencing Errors and Omissions liability insurance coverage subject to limits of liability of not less than \$1,000,000.00. Furthermore, it shall be mutually agreed that NOLA-PS shall be solely responsible for the contents of any information or documentation, which NOLA-PS may provide to the Contractor to rely upon in the process of this service agreement. Notwithstanding the aforementioned provision, the Contractor shall be responsible for any damages or liabilities to the extent that they result from the Contractor’s actual errors, omissions, or negligence pursuant to this Agreement. No changes, modifications, or limitations to these insurance requirements shall be permitted.

12.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (Form AD-1048)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

- (1) The prospective lower tier participant certifies, by submission of this RFQ, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this RFQ.

Organization Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

Instructions for Completing Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD-1048)

NOTE: Each responsive proposer must include this certification statement with each qualifications response exceeding \$100,000, or any contract for audit services regardless of amount.

1. By signing and submitting this form, the prospective lower tier participant providing the certification set out on the above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this RFQ is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, qualifications response, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the U. S. Department of Agriculture regulations 7CFR 3017 implementing Executive Order 12 549. (Contact the person to whom this RFQ is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with

which this transaction originated may pursue available remedies, including suspension and/or debarment.

13.0 CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS EXCEEDING \$100,000 IN FEDERAL FUNDS

The undersigned certifies, to the best of this 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 any 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 of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact 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 and not more than \$100,000 for each such failure.

Name of Vendor: _____

Address of Vendor: _____

Title of Submitting

Official: _____

Signature: _____

Date: _____

14.0 PROPOSER'S CERTIFICATION

TO: ORLEANS PARISH SCHOOL BOARD

Purchasing 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. 26-0108 – Project and Construction Management Services**. 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 Qualifications for providing the service as listed above.

2. This qualifications response 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 Cost Form.

4. In submitting this qualifications response, the Proposer agrees to the terms and conditions of the Request for Qualifications, including the Specification and instructions to Proposers. If this qualifications response 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.

Signature of Company Representative: _____

Representative's Title: _____ Date: _____

15.0 NON-COLLUSION STATEMENT

State of Louisiana

Parish of Orleans

States that he/she is _____ (a partner of the firm, officer of the corporation, or individual making the foregoing qualifications response or bid); that said bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham bid or to refrain from bidding, collusion, or communication or conference, with any person, to fix the bid price or affiant or any other proposer, or to fix any overhead, profit or cost element, or that of any other proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said bid or qualifications response are true.

_____ **(Signature)** _____

17.0 ORLEANS PARISH SCHOOL BOARD STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with Orleans Parish School Board:

- a. The Proposer, Bidder or Vendor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NOLA-PS Official, Board Member or employee or to any member of the immediate family of any such NOLA-PS Official or employee, or partnership, firm or corporation with which they are employed or associated, or in which such NOLA-PS Official, Board Member or employee has an interest. {"Immediate family" means children, the spouses of the children, brothers and their spouses, sisters and their spouses, parents, spouse, and the parents of the spouse. La. R.S. 42:1102(13)}.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NOLA-PS Official or employee from the contractor shall be reported in writing forthwith by the contractor to the NOLA-PS Official.
- c. The Proposer, Bidder or Vendor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any NOLA-PS Official, Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the NOLA-PS, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest.
- d. Any relationships subject to this provision shall be reported in writing forthwith to the NOLA-PS Official, who may grant a waiver of this restriction upon application of the NOLA-PS Official, Board Member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- e. No Proposer, Bidder or Vendor shall influence, or attempt to influence or cause to be influenced, any NOLA-PS Official, Board Member or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- f. No Proposer, Bidder or Vendor shall cause or influence, or attempt to cause or influence, any NOLA-PS Official, Board Member or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.

NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the NOLA-PS upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's qualifications response. Notices from the contractor to the NOLA-PS shall be addressed and mailed by certified mail to the attention of the Executive Director of Procurement,

CLAIMS: Claims asserted shall be subject to the Louisiana Law.

APPLICABLE LAW: The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of Louisiana without reference to conflict of laws principles.

Authorized Signature _____

Title _____

Company Name _____

Date _____

18.0 PROPOSER GUARANTIES AND WARRANTIES

- A. Proposer warrants that it is willing and able to comply with the State of Louisiana laws with respect to foreign (non-state of Louisiana) corporations/entities.
- B. Proposer warrants that it will obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of NOLA-PS.
- D. Proposer warrants that all information provided by it in connection with this RFQ is true and accurate.
- E. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Sections I - IV required.

Signature of Official:

Name (printed):

Title:

Firm:

Date:

19.0 EDGAR CONTRACT ADDENDUM

VENDOR NAME

In accordance with §200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new “EDGAR”), this Addendum ("Addendum") is proof of the vendor’s willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds. It amends and is hereby incorporated into an existing agreement between the parties as follows:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

- A. Contracts for more than the simplified acquisition currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by NOLA-PS, NOLA-PS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by NOLA-PS, NOLA-PS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. NOLA-PS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if NOLA-PS believes, in its sole discretion that it is in the best interest of NOLA-PS to do so. The vendor will be compensated for work performed and accepted and goods accepted by NOLA-PS as of the termination date if the contract is terminated for convenience of NOLA-PS. Any award under this procurement process is not exclusive and NOLA-PS reserves the right to purchase goods and services from other vendors when it is in the best interest of NOLA-PS.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor.

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must

include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by NOLA-PS on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES ___ Initials of
Authorized Representative of vendor

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by NOLA-PS, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 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). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

F. 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non – Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term and after the awarded term of an award for all contracts by NOLA-PS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- 1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

J. Procurement of Recovered Materials Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program fur procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

K. DHS SEAL, LOGO, AND FLAGS The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEDERAL AGENCY preapproval.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

L. Compliance With Federal Law, Regulations, And Executive Orders This is an acknowledgement that Federal Agency financial assistance will be used to fund the contract only. The contractor 13 will comply will all applicable federal law, regulations, executive orders, Federal Agency policies, procedures, and directives.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

M. No Obligation By Federal Government The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

N. Program Fraud And False Or Fraudulent Statements Or Related Acts The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR 200.33

When federal funds are expended by NOLA-PS for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES ___ Initials of
Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____

APPENDIX B

Disadvantaged Business Enterprises Required Documents

Please ensure that your proposal includes the following required documents:

Appendix B – Disadvantaged Business Enterprises Required Documents:

- DBE Responsiveness Form 1
 - DBE Responsiveness Form 2
 - DBE Certification Letter (for each company)
 - DBE Certification Checklist (**must be notarized**)
 - Professional Services Compliance Certification Checklist
- (or)**
- Contractor Compliance Certification Checklist



OPSB DBE POLICY | PROVISIONS AND PROCEDURES FOR PROFESSIONAL SERVICE SOLICITATIONS: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

I. Orleans Parish School Board Policy -Disadvantaged Business Enterprise

It shall be the policy of the Orleans Parish School Board (OPSB) to ensure every opportunity is made available to include disadvantaged business concerns in its letting of contracts and purchases, by providing bidders for each contract or purchase being bid. At no time shall any School Board department, school or representative exclude any responsive bidder from participation in, deny any person the benefit of, or otherwise discriminate against anyone in connection with the award and performance of any contract or purchase on the basis of race, color, sex, or national origin.

The OPSB shall provide or participate in programs and offer services to assist disadvantaged business concerns in the development and growth of their business. Each department and school shall take measures to evaluate and ensure optimum contracting and purchasing opportunities shall be made available.

The Superintendent shall be responsible for maintaining appropriate administrative regulations and procedures assigned to ensure participation of certified economically disadvantaged businesses in purchasing procurement contracting opportunities with the School Board.

II. Provisions

OPSB - Office of Business Partnerships would like to offer firms exciting business opportunities in Professional Services, Public Works, and Materials and Goods through its Disadvantaged Business Enterprise (DBE) Program. The DBE program's policy intent is to assist certified disadvantaged businesses to attain parity by providing equal access to procurement contracts and purchasing opportunities in the OPSB marketplace. Moreover, OPSB shall support local business, community and economic development, in part, by providing competitive business opportunities.

III. Administrative Procedures

A. Certification

The OPSB does not conduct an independent DBE Certification process. However, OPSB does grant "Reciprocity" to Certified DBE Firms which possess a DBE Certification letter. To be qualified as a DBE for OPSB purchasing agreements and/or procurement contracts, a firm must be certified as a DBE by the Louisiana Unified Certification Program (LAUCP) or any of the following five (5) agencies conducting DBE certification within the City of New Orleans. These five agencies are: The City of New Orleans, Sewage and Water Board of New Orleans, New Orleans Aviation Board (NOAB), New Orleans Regional Transit Authority (RTA) and Harrah's Casino DBE Program. The lists are not an endorsement of the quality of performance of the firm listed therein, but is simply an acknowledgment of the firm's eligibility as a DBE, once a



certified DBE letter is submitted as form of verification.

B. DBE Compliance

1. The Orleans Parish School Board's Disadvantaged Business Enterprise (DBE) Program shall apply to this solicitation and contract. It is the policy of the OPSB to practice nondiscrimination based on social and economic disadvantage, race, color, disability, national origin, gender identity, sex, age, disability, marital status, sexual orientation, religion or veteran status. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon the *Most Qualified Proposer* satisfying the OPSB DBE Program goal assigned to the particular contract. The Proposer shall agree to use its best efforts, as determined by the DBE Committee in accordance with the factors set forth in the DBE Program to meet the contract goal for DBE participation in the performance of this contract.

C. DBE Participation

1. DBE Participation for Professional Services: The *Most Qualified Proposer*, shall submit the following information on the DBE Responsiveness Forms 1 & 2, as attachments with proposals for professional services before the bid opening deadline reflecting:
 - a. The names and addresses of all DBE firms that will participate in the contract;
 - b. The dollar amount commitment of the participation of each DBE firm participating in the contract;
 - c. Written confirmation from the named DBE(s), verifying their participation in the contract, as provided in the commitments made under (a) and (b) above;
 - d. Submit copy of DBE Certification letter of participating firm(s);
 - e. If the contract target goal is not met, written evidence of Good Faith Efforts are verified via OPSB DBE Compliance Officer.



3. For all OPSB solicitations that are awarded based on evaluation criteria the DBE documentation must be submitted with the proposal by the proposal submission deadline.
4. It is the policy of the board that all contracts correctly show the agreed upon DBE percentage (goal) for that project prior to the signing of the contract. Any variation must be subject to agreement of the contracting entity and the board.
5. Upon receipt of the above-referenced materials, the DBE Representative shall then render opinion to the board as to whether the *Most Qualified Proposer* has satisfied the DBE contract goal or if not has demonstrated their satisfactory good faith efforts. If it is determined by the board that the *Most Qualified Proposer* has not satisfied the DBE contract goal or shown satisfactory good faith effort to do so, the bid may be rejected as non-responsive to the DBE contract goal, and consideration may then be given to the next *Most Qualified Proposer*. The procedure set forth in this section shall be repeated with each successive apparent lowest bidder until the lowest bidder satisfying the DBE contract goal or showing satisfactory good faith effort is determined.
6. It is the Policy of the Board to ensure that DBE subcontractors on OPSB contracts receive prompt payment for services rendered. The DBE Representative shall establish written procedures to ensure that DBE subcontractors are timely paid by Prime Contractors. Such written procedures shall set forth the time period within which payments to DBE subcontractors shall be made by Prime Contractors.

D. Outreach

1. In recruiting potential Economically Disadvantaged Businesses, part of our outreach efforts consist of participating in the following:
 - a. Small Business – Industry Day Events
 - b. Business to Business Trade Shows
 - c. Procurement and Supply Chain Conferences
 - d. Supplier Diversity Conferences and Certification Seminars
2. Engaging all Contractors, Material Providers, Professional Service Consultants/Vendors and Community Organizations with Certified DBE Membership
3. Attend all programs sponsored by government, non-profit and private entities where opportunities to network are maximized including but not limited to:
 - a. Conducting monthly vendor assistance meetings for potential client
 - b. Conducting one-on-one vendor assistance meetings for potential clients



E. Good Faith Efforts

1. A Bidder's compliance with the requirement to make Good Faith Efforts to locate and engage the services of DBE businesses in connection with the Project shall be a matter of Bidder responsiveness. The Bidder can demonstrate that it has complied with the requirement by certifying to the DBE Executive Director or his/her designee in writing, that as of the date of the bid submittal:
 - a. the Bidder has selected and engaged the services of DBEs, in which case the certification shall include:
 - i. the names and addresses of those enterprises engaged by the Bidder
 - ii. the value of the subcontract and
 - iii. a description of the work on the Project to be performed by such firm(s) and/or individuals, or
 - b. if despite the Bidder's Good Faith Efforts, the Bidder was not able to select and engage the services of such enterprises, in which case the Bidder shall include in its written certification the following:
 - c. affirmation that, prior to determining that it was unable to locate DBEs, the bidder consulted business registries including those identified by the School District;
 - d. affirmation that the bidder attended any pre-bid meeting scheduled to inform DBEs of subcontracting opportunities;
 - e. a copy of the written notifications sent to DBEs soliciting their interest in being a subcontractor or supplier on the Project;
 - f. the names, addresses, and telephone numbers of DBEs contacted, the date of such contact and the date set for receipt of bids from those businesses;
 - g. a copy of the information or a description of the information provided to DBEs regarding the plans and specifications for the work proposed to be subcontracted and how that information could be accessed;
 - h. a statement from the Bidder explaining why any DBEs contacted by bidder were not engaged
2. Upon the Bidders application for waiver of the DBE goals, based on the above circumstances, the DBE Executive Director and Committee shall determine whether or not the bidder satisfied the good faith effort and shall make the appropriate recommendation.
3. Upon written request of the DBE Executive Director, the bidder will attend a meeting of the Orleans Parish School Board to discuss the specific measures the Bidder has utilized in undertaking the Bidder's Good Faith Efforts.

F. Calculations

1. DBE participation will be counted toward meeting the goals as follows:
 - a. The total dollar value of a direct contract or subcontract or indirect subcontract awarded to a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, the portion of the total dollar value of the contract



equal to the percentage of the ownership and control of the DBE in the joint venture will be counted toward the applicable goal.

- c. Only DBEs that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
- d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
- e. OPSB through the DBE Executive Director will review the contractor's DBE involvement efforts throughout contract performance. Such review will include but will not be limited to, the contractor's and the DBE's quarterly statements of income from the District which shall document the portion of said income paid to DBE. The Contractor agrees to supply copies of any documentation the District requires in order to complete such a review.

G. Procurement Management

1. As a result of our procurement management process, several activities are conducted on a monthly basis:
 - a. Reviewing other DBE agency's certified listings, matching their capabilities to upcoming contracts and encouraging these DBE businesses to seek recertification to update their certification status in order to be eligible for the Orleans Parish School Board DBE participation.
 - b. Advise DBEs or certified vendors about bidding opportunities by submittal of written correspondence to these businesses.
 - c. Providing program information on the Orleans Parish School Board's website and other compliance enforcement forms for the vendors.
 - d. Attend and participate in the Staff Contract Review Committee meetings.
 - e. Attend and participate in the Construction Review Committee meetings.

H. Staff Contract Review Committee (services)

1. The purpose of the Staff Contract Review Committee (SCRC) is to review all contracts involving goods/services and professional services and make recommendations on a suitable percentage and feasible areas of DBE participation.
2. The SCRC consists of the DBE Executive Director (who facilitates the meeting), and designated OPSB Representatives.
3. At the Staff Contract Review Committee meeting the operations department head or



representative and/or consultant makes a presentation on each contract brought before the SCRC being considered for public bid. Details provided include the project cost, subcontract areas, percentage of associated cost of each subcontract area recommended for DBE participation and the recommended goal.

I. DBE Committee

1. The DBE Committee is responsible for setting the DBE participation goal for each project. The specific goal will be set on a project by project basis. Upon receipt of all information relative to and closing of the bid process the DBE Committee consisting of the DBE Executive Director, the Procurement Director and the Head of the Department seeking the Procurement, and in the case of Capital Projects the Executive Director of Facilities/Capital Projects/Operations shall then make a recommendation to the Superintendent as to whether the lowest bidder/offeror has agreed to satisfy the DBE contract goal, or if not has demonstrated satisfactory good faith efforts to satisfy the DBE contract goal. In determining the percentage of participation by certified DBEs, the DBE Committee shall consider the following:
 - a. The type or nature of the work required under the contract
 - b. The estimated dollar amount of the contract
 - c. The availability of subcontractors for the particular project
 - d. Whether the items of work have been broken down to the smallest reasonable components to facilitate DBE participation target goal up to 35% (Thirty Five Percent) pursuant to the Board's policy.

J. Involvement in Bid Process

The DBE Program is responsible for the following bid process:

1. Consult with Program Management (Capital Projects and/or Facilities), Division Chief, or Departmental Representative on each solicitation to ensure that every item of work has been broken down to the smallest reasonable components to facilitate DBE participation.
2. Attend pre-bid/pre-proposal conferences and offer instruction(s), and clarification on DBE bid specifications procurement policy and procedures for sub-contracting.
3. Answer questions posed by prime contractors at pre-bid conferences relative to DBE issues.
4. Provide written responses to detailed questions posed by prime contractors on DBE issues.
5. Consult with Legal Department before releasing responses, as they may have legal considerations.
6. Review bid specifications for consistency with goals established by Staff Contract Review Committee.
7. Review participation summary sheets to determine if the percentage and DBE dollar amount of subcontract work reported is consistent with established goals.
8. Review DBE vendor listing to determine if DBE firm listed on participation summary sheet is certified to perform required work.
9. Review affidavit(s) and supporting documents for consistency in instances when



DBE goals are not met, and "good faith effort" is submitted.

10. Verify DBEs submitted responses which indicate that they were not interested in pursuing work with prime contractors.
11. Review quality of good faith effort, analyze and make an assessment on same (i.e., whether the prime contractor attended pre-bid meetings, advertised in a general circulation and trade association publications concerning DBE opportunities and allowed them reasonable time to respond, provided written response to a reasonable number of DBE firms and allowed them to participate effectively, followed up initial solicitation of interest by contacting DBEs to determine for sure if they were interested in bidding specific portions of the work was selected to be performed by DBEs to increase likelihood of meeting DBE goals, provided interested DBEs with adequate information about the plans, specifications and requirements of the contract, negotiated in "Good Faith" with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities, stated in writing reason for rejecting DBEs as unqualified, used the services of available community organizations, small and/or disadvantaged business groups, local state and federal small or disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms, and made sufficient efforts to negotiate with DBEs for specific subcontractor bids).
12. Make presentations to appropriate committees and full Board on bid disputes and other DBE participation concerns.
13. Provide signed affidavits to Legal Department in instances where litigation is required in bid disputes.
14. Participate as witnesses in depositions and court cases involving bid disputes.

K. Regulatory Compliance | Monitoring

After contracts are awarded and work has begun the DBE Office through the Executive Director monitors actual utilization of DBEs. This process is carried out by utilizing the following:

1. Review Board Reports for approved names of prime contractors, DBE Subcontractors percentage of participation and areas of work to be performed.
2. Advise prime contractors in writing through the appropriate forms provided, that the percentage and dollar amount of work to be performed on each contract may not be changed, and any changes in DBE subcontractor will require prior DBE Office approval, and monthly report forms on the status of contract expenditures will be submitted.
3. Advise DBE Subcontractors in writing as to which prime contractor will be utilizing that firm, the dollar amount of participation, percentage of participation and notification that any changes in acceptances of the subcontract should be reported immediately to the DBE office.
4. Advise prime contractors of the need to complete monthly compliance report two (2) weeks before due date.
5. Attend Owner-Architect-Contractor (OAC) progress meetings.
6. Review monthly compliance reports for instances of non-compliance.
7. Conduct site visit to job sites (i.e. conduct visual inspection of labels on



trucks and equipment, determine how many workers are present, determine nature of work being performed).

8. Interview Internal and/or External Stakeholders (i.e., clarify what work is being performed, inquire how often Prime Contractor visits job site, inquire to determine if there are any problems which need to be addressed).
9. Make follow-up phone calls to prime contractors to determine why participation is not in compliance.
10. Schedule meetings with both Prime Contractors and DBE Subcontractors in instances of non-compliance or where problems are evident.
11. Send follow up correspondence detailing non-compliance and penalties for same.
12. Take required action in instances of fronting and non-compliance.

L. Subcontractor Payment and Mobilization Fee

1. DBE subcontractors shall be paid within ten (10) calendar days of the General Contractor's receipt of payment from the OPSB for services rendered by the DBE subcontractor. This provision regarding payment shall be included in the General Contractor's contract with the OPSB as well as in the General Contractor's subcontract with its DBE Subcontractors.
2. Requests for mobilization fee assistance shall be submitted by DBE Subcontractors to their General Contractor on forms approved by the DBE Executive Director if any. Within five (5) calendar days of its receipt of mobilization assistance fee request the General Contractor shall sign the request indicating its agreement or disagreement with the request and if denied copy the request to the DBE Executive Director who shall if appropriate process the request for payment. Payment of a mobilization assistance fee shall be made by OPSB to the General Contractor who shall in turn render payment to the DBE subcontractor.



DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING OVERVIEW

I. Responsiveness Reports

- A. During the RFP/RFQ Procurement process, the Most Qualified Proposer shall submit DBE Responsiveness Forms 1 & 2, as attachments with proposals for professional services before the proposal submittal deadline. Failure to properly complete this form may constitute the Proposer as being non-responsive and sufficient cause for rejection from the scoring process.

- II. Professional Services Reports will be used to set a baseline of anticipated DBE participation and document Good Faith Efforts used to reach established goal. The Prime Contractor must submit the Professional Services Reports at the pre-mobilization meeting or ten (10) days prior to mobilization. All Subcontractors with contracts over \$50,000 must submit Professional Services Reports no later than ten (10) days prior to mobilizing on respective contracts.

- A. **Contracting Schedule – DBE Participation Commitment**

- This report will indicate anticipated DBE participation as percentage of total bid/contract and must be substantiated by **Monthly Compliance Reports**. However, *anticipated* DBE participation will not suffice for DBE compliance. *Actual* participation (i.e., payments made), coupled with Good Faith Efforts, determines DBE compliance.

- B. **Good Faith Efforts**

- This report will allow Contractors and Subcontractors to demonstrate the good faith efforts used to reach DBE participation goal prior to mobilization. It will also allow them to specify which DBEs were contacted, methods of communication, and outcome. Moreover, this report will provide information needed to verify efforts with DBEs listed on report.

- C. **Anticipated DBE Mobilization & Completion Dates**

- Prime Contractor must provide a mobilization strategy of anticipated DBE participation for this project. Plan shall incorporate actions to be taken by the Bidder's/Proposer's proposed Subcontractors/Suppliers, and shall correlate with project schedule submitted to the Owner/Owner's Representative. Bidders must submit form within 10 days before mobilization. Proposers must submit form within 10 days after Letter to Proceed. Provide attachments if necessary.

- D. **Professional Service Cover Letter**

- If DBE participation goal is not met at the mobilization phase, Contractor and Subcontractors must also submit a cover letter, on company letterhead, including any relevant information explaining the circumstances surrounding the failure to meet DBE participation goal at the mobilization phase. Cover letter must also include specific information regarding Contractor and Subcontractor plan of action to continue good faith efforts in pursuit of OPSB's DBE Participation Goal until Contract buy-out is 100% complete.

- III. Monthly Contractor Compliance Certification will be used to certify Contractor's compliance with all Disadvantaged Business Enterprise, Equal Employment Opportunity, and Affirmative Action Provisions. It will also certify that all information contained in Monthly Compliance Reports (DBE Reports I-IV) is true and correct. Rather than having each DBE Report notarized separately, each notarized Contractor Compliance Certification will be sufficient for the Monthly Compliance Report for Contractor and respective Subcontractors.



IV. Monthly DBE Compliance Reports will be used to track Contractor and Subcontractor actual DBE participation, payments to DBEs, on-going good faith efforts to engage DBEs, and EEO/Affirmative Action compliance. Subcontractors and Sub-subcontractors must submit Monthly DBE Compliance Reports to Prime Contractor by 7th day following the end of the previous month. Prime Contractor must submit the combined report to Owner and Owner's Program Manager with monthly pay application/invoice, or by the 14th day following the end of the previous month. Failure to complete all DBE reports properly or late submittal, may constitute the Bidder/Proposer as being Non-Responsive, and sufficient cause for Non-Compliance.

A. DBE Report I: Contracting Compliance

This report will show actual DBE participation and payments for both the reporting month and the contract to date. It will also collect information pertaining to individual vendors including subcontractor contact information, DBE status, scope(s) of work, contract amount, contract start date, and scheduled completion date. Contracting Compliance Reports will be compared to Contracting Schedules to determine whether or not *anticipated* DBE participation commitment is realized. *Anticipated* DBE participation will not suffice for compliance goals. *Actual* DBE participation must be confirmed. Contractor and Subcontractor must also specify the percentage of contract/subcontract buy-out complete as of last day of report month (e.g., 30%, 50%, 75%, 90%, etc.).

B. DBE Report II: Good Faith Efforts (GFE)

This report will allow Contractors to indicate the good faith efforts used to reach DBE participation goal during report month (i.e., if contract is *not* completely bought out, good faith efforts should continue throughout the project thru substantial completion—see Pre-Construction Cover Letter). It will also allow Contractors to specify which DBEs were contacted, methods of communication, and outcome.

Meticulous (i.e., Parts A-C completed) Good Faith Efforts Reports will be required for all Contractors and Subcontractors throughout the buy-out period for respective contracts. Once contracts are bought out, shortened (i.e., Part C only completed) Good Faith Efforts Reports will satisfy monthly GFE reporting requirements. However, if a Subcontractor is released prematurely (i.e., before scope of work for contract is complete) Good Faith Efforts must resume, along with exhaustive GFE reporting, if Contractor intends to re-bid remaining subcontract. Contractor must also request a *Subcontractor Release Notification Form*, from OPSB Procurement Office, for each subcontractor that is released prematurely.

C. DBE Report III: Affirmative Action Steps/Equal Employment Opportunity Efforts

This report will allow Contractors to indicate affirmative actions taken and efforts made toward equal employment opportunity.

D. DBE Report IV: Minority/Female Participation

This report will collect the payroll and demographic information needed to determine minority and female participation in each Report Month. It will also correlate with certified payrolls for Pay Applications from preceding month as a means of verifying veracity.



Orleans Parish School Board Disadvantaged Business Enterprise Program (DBE)

DBE RESPONSIVENESS FORM 1

RFP/RFQ/P.O./Bid/Solicitation/Other # _____ Bidder/Proposer: _____

Project Name & Description: _____

FOR BIDS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE OFFICE OF PROCUREMENT BY THE LOWEST PROPOSER WITHIN TEN (10) DAYS OF THE BID OPENING. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE BID/OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

FOR RFPS/RFQS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE OPSB-DBE OFFICE THROUGH THE OFFICE OF PROCUREMENT WITH YOUR PROPOSAL. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE PROPOSAL/OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

The undersigned Bidder/Proposer has satisfied the requirements of the bid/proposal specifications for the above-referenced Orleans Parish School Board project in the following manner.

Please check the appropriate space:

The Bidder/Proposer is **committed to achieving and/or exceeding** the DBE target goal of **35%** DBE utilization on this contract, and will require all Subcontractors to assist in achieving 35% DBE participation before this project is substantially complete.

The Bidder/Proposer is **unable to meet** the DBE target goal, but is committing to a minimum of _____% DBE utilization before notice-to-proceed; utilize Good Faith Efforts/Best Efforts, and will require all Subcontractors to assist in achieving 35% DBE participation, before this project is substantially complete.

Name of Bidder's/Proposer's Firm: _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____ / / _____
(Signature of Bidder's/Proposer's authorized representative) (Title) (Date)

THE BIDDER/PROPOSER IS COMMITTED TO UTILIZING DBE PARTICIPATION ON THE PROJECT IN THE FOLLOWING MANNER:

COMPLETED BY PROPOSER:

The Bidder/Proposer is committed to utilizing the **DBE FIRM NAMED BELOW** for the *Scope(s) of Work* as described below. The estimated dollar value of the scope of work is \$ _____ and _____% of the total dollar value of the contract.

Copy this form, if you are utilizing more than one (1) DBE firm to achieve the DBE participation percentage on the project.

Name of DBE Firm: _____

DBE Firm Owner or Contact: _____

Telephone: _____ Fax: _____ E-Mail: _____

DBE TYPE: SLDBE CERTIFIED LAUCP DBE CERTIFIED

DBE Certification Letter is attached

COMPLETED BY DBE FIRM (below):

DBE AFFIRMATION. The above-named DBE firm affirms that it will perform the scope(s) of work on this contract for the estimated dollar value and contract percentage as stated above.

By: _____ / / _____
(Signature of DBE firm's owner/authorized representative) (Title) (Date)

Note: If the Bidder/Proposer does not receive award of the prime contract, then any and all representations in this form shall be null and void.



DBE RESPONSIVENESS FORM 2

SUBCONTRACTING STRATEGY FOR DBE PARTICIPATION

Business Name: _____ Project Name/Number: _____

Business Contact Information: _____
(Phone, Fax, E-Mail and Address:) _____

Provide a strategy to identify specific subcontracts that will be awarded to DBEs and anticipated DBE participation for project. This Plan shall incorporate actions to be taken by the Bidder's/Proposer's proposed Subcontractors/Suppliers. **Proposers:** Must submit form with proposal. Provide attachments if necessary.

DBE Subcontractor Supplier	Scope of Work Professional Service Materials	Contract Value	Percent of Contract
Total Contract Value & % of Contract:			

NOTE: If the Bidder/Proposer does not receive award of the prime contract, then all representations in this form shall be null and void.

Representative's Name: _____ Title: _____ Date: _____

Signature: _____

DBE PROFESSIONAL SERVICES REPORT I: CONTRACTING COMPLIANCE *(continued)*

Name, Address and Phone Number of Subcontractor/Subconsultant/Supplier	State Licensed (Y/N)	*DBE Certified (Y/N)	Scope of Work/Service Performed/ Materials Supplied	TYPE OF WORK PERFORMED/PROVIDED			Original Contract Amount	Current Contract Amount (including change orders)	Amount Billed for Current Period	Total Amount Paid to Date	Actual Contract Start Date (MM/DD/YYYY)	Scheduled Contract Completion Date (MM/DD/YYYY)
				Labor	Materials	Service						

PART B: Summary of DBE participation for current reporting period

Total Amount Billed by Contractor this Period: \$ _____ **DBE percentage of Total Billed this Period: _____ %
 Total Amount Billed by DBEs this Period: \$ _____ Total Amount Billed by Non-DBEs this Period: \$ _____

PART C: Summary of total DBE participation for contract to date

Total Amount Paid by OPSB to Contractor to Date: \$ _____ **DBE percentage of Total Amount Paid to Date: _____ %
 Total Amount Paid by Contractor to DBEs to Date: \$ _____ Total Amount Paid by Contractor to Non-DBEs to Date: \$ _____

PART D: Report Certification

I _____
 (Print Name Company Representative Preparing/Submitting Report)

I certify that the information contained herein is true and correct.

Signature: _____

Title: _____

Date: __

*Note: Include Copy of valid DBE Certification Letter for NEW DBEs for current reporting period.

**Note: Only DBEs certified under the Louisiana Unified Certification Program (LAUCP) or State and Local DBE (SLDBE) may be counted towards DBE goal.



ORLEANS PARISH SCHOOL BOARD

DBE PROFESSIONAL SERVICES REPORT 2: GOOD FAITH EFFORTS

(Form must be submitted by initial meeting. Failure to submit completed report constitutes non-compliance with OPSB DBE Provisions.)

Business Name: _____

Project Name & Number: _____

If Subcontractor, Name of Business Performing Work Under: _____

Business Principal Contact Information: _____
(Print Name, Phone, E-Mail, and Physical Address)

Contract buy-out complete as of

No additional subcontracts available.

(Initial)

(Date: MM-DD-YYYY)

(Complete PART C – Report Certification only)

PART A: Good Faith Efforts

Below are types of actions that demonstrate Good Faith Efforts towards meeting OPSB DBE goals. Indicate the actions taken and those not taken. **Attach supporting documentation for all actions taken—checked boxes alone do not demonstrate Good Faith Efforts.** Please note that the list of Good Faith Efforts below is illustrative, and is neither exclusive nor exhaustive. If additional Good Faith Efforts have been made, specify below and provide supporting documentation. **Desire to self-perform scope of work does not preclude DBE participation or Good Faith Efforts towards the same.**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	1. Solicited the interest of certified DBEs (attach copies of advertisements) Evidence includes names of printed publications, dates of advertisements, copy of advertisement, phone log of calls made to DBEs, copy of electronic/physical solicitations sent to DBEs, etc.
<input type="checkbox"/>	<input type="checkbox"/>	2. Followed up initial solicitations to determine DBE interest Evidence includes e-mails, phone logs, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Selected portions of work to be performed by DBEs Debundled contract work into economically feasible units to facilitate DBE participation (See Part 2).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Provided interested DBEs with adequate information about the plans, specifications, and requirements of Contract in a timely manner (See Part 2).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Negotiated in good faith with interested DBEs (See Part 2) Evidence includes names, addresses, and telephone numbers of DBEs considered; description of information provided regarding plans and specifications for work selected for subcontract; and evidence as to why DBE was not selected to perform the work.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Thoroughly investigated capabilities of interested DBEs Evidence includes site visit information (time, date, result), reference checks, written record of interview with DBE (time, date, result) (See Part 2).
<input type="checkbox"/>	<input type="checkbox"/>	7. Effectively used services of small business community organizations; small business contractors' groups; local, state, and Federal small business assistance offices; and other organizations to provide assistance in recruitment and placement of DBEs (attach list of resources used).
<input type="checkbox"/>	<input type="checkbox"/>	8. Arranged solicitations, times for presentations of bids, quantities, specifications, and delivery schedules in ways that facilitated participation by DBEs.

DBE PROFESSIONAL SERVICES REPORT 2: GOOD FAITH EFFORTS *(continued)*

PART B: Evidence of Good Faith Efforts

1). List all areas of work/service and/or materials/supplies selected for DBE participation/solicitation. Include division number for each scope, service, and/or material listed. List the estimated dollar value of each along with its percentage of the total project dollar value (bid/proposal). Use additional pages if needed, but list Total (*dollar value and percent of total bid/proposal*) in space provided below.

Scope or Portions of Work/Materials Selected for DBE Participation/Solicitation	Division Number	Estimated Dollar Value	Percent (%) of Total Project Bid
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
TOTAL	n/a	\$	

**Only DBEs certified under the Louisiana Unified Certification Program (LAUCP) or State and Local DBE (SLDBE) may be counted towards OPSB DBE participation goals.*

DBE PROFESSIONAL SERVICES REPORT 2: GOOD FAITH EFFORTS *(continued)*

PART C: Report Certification

I _____ certify that the information contained herein is true and correct.

(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ Title: _____ Date: _____

SWORN TO AND SUBSCRIBED, BEFORE ME, THIS _____ DAY OF _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____



ORLEANS PARISH SCHOOL BOARD

Month of: _____
Year: 20 _____
Correlates with RFP # _____

DBE PROFESSIONAL SERVICES COMPLIANCE CERTIFICATION CHECKLIST

(Note: Form must be submitted with one or more of the supporting documents identified and initialed below. Failure to submit completed certification constitutes non-responsiveness and cause for ejection.)

Business Name: _____

Proposer's Name & Contact No.: _____

If *Subcontractor*, Name of Business Performing Work Under: _____

Business Principal Contact Information: _____
(Print Name, Phone, E-Mail, and Physical Address)

I, _____ hereby certify that,
(Print Name & Title of Company Representative)
_____ has complied with all Disadvantaged Business
(Print Business Name)

Enterprise, Equal Employment Opportunity, and Affirmative Action Front End Provisions set forth in the OSPB DBE Policy and with all of the provisions of Federal Executive Order 11246, as amended, including implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor. I also certify that all information contained in *Supporting Documents is true and correct.

Signature: _____ **Date:** _____

***Supporting Documents Attached:**

- DBE Responsiveness Form 1 _____ (Initial)
- DBE Responsiveness Form 2 _____ (Initial)
- DBE Professional Services Report 1 _____ (Initial)
- DBE Professional Services Report 2 _____ (Initial)
- DBE Professional Services Report 3 _____ (initial)

STATE OF LOUISIANA, ORLEANS PARISH IN WITNESS
WHEREOF, I have hereunto set my hand and official seal
this _____ Day of _____, 20____.

Notary Public, State of Louisiana

My Commission Expires _____



DBE REPORT 1: CONTRACTING COMPLIANCE

[To be submitted by the 14th day following the end of the previous month. Failure to submit completed report constitutes non-compliance with OSPB DBE Policies.]

Business Name: _____ Project Name & Number: _____

If Subcontractor, Name of Business Performing Work Under: _____

Business Principal Contact Information:

(Print Name, Phone, E-Mail, and Physical Address)

Contract Start Date: _____ Original Contract Amount: \$ _____ Current Contract Amount (Including Change Orders): \$ _____ Percentage of Contract Buy-Out Complete: _____%

PART A: Subcontractor Utilization

1. Prime must list all "self-performed" scopes of work.
2. List **ALL** scopes of work/services performed and/or materials supplied on your contract for the project referenced above to date. Include correlating Subcontractors/Subconsultants/Suppliers, **DBE** and **non-DBE** alike. Specify DBE Subcontractor/Subconsultants/Suppliers where appropriate. Copies of valid Louisiana Unified Certification Program (LAUCP) DBE or State and Local DBE (SLDBE) Certification Letters for new DBEs for current reporting period must be submitted with this report. All DBE Certifications must remain valid for duration of contract work. Duplicate form if additional space is needed.

Name, Address and Phone Number of Subcontractor/Subconsultant/Supplier	Federal ID Number	*DBE Certified (Y/N)	Scope of Work/Service Performed/ Materials Supplied	TYPE OF WORK TO BE PERFORMED/PROVIDED			Original Contract Amount	Current Contract Amount (including change orders)	Amount Billed for Current Period	Total Amount Paid to Date	Actual Contract Start Date (MM/DD/YYYY)	Scheduled Contract Completion Date (MM/DD/YYYY)
				Labor	Materials	Both						

DBE REPORT I: CONTRACTING COMPLIANCE *(continued)*

Name, Address and Phone Number of Subcontractor/Subconsultant/Supplier	Federal ID Number	*DBE Certified (Y/N)	Scope of Work/Service Performed/ Materials Supplied	TYPE OF WORK PERFORMED/PROVIDED			Original Contract Amount	Current Contract Amount (including change orders)	Amount Billed for Current Period	Total Amount Paid to Date	Actual Contract Start Date (MM/DD/YYYY)	Scheduled Contract Completion Date (MM/DD/YYYY)
				Labor	Materials	Both						

PART B: Summary of DBE participation for current reporting period

Total Amount Billed by Contractor this Period: \$ _____ **DBE percentage of Total Billed this Period: _____ %
 Total Amount Billed by DBEs this Period: \$ _____ Total Amount Billed by Non-DBEs this Period: \$ _____

PART C: Summary of total DBE participation for contract to date

Total Amount Paid by OPSB to Contractor to Date: \$ _____ **DBE percentage of Total Amount Paid to Date: _____ %
 Total Amount Paid by Contractor to DBEs to Date: \$ _____ Total Amount Paid by Contractor to Non-DBEs to Date: \$ _____

PART D: Report Certification

I _____ certify that the information contained herein is true and correct.
(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ Title: _____ Date: _____

*Note: Include Copy of valid DBE Certification Letter for NEW DBEs for current reporting period.

**Note: Only DBEs certified under the Louisiana Unified Certification Program (LAUCP) or State and Local DBE (SLDBE) may be counted towards DBE goal.



Report for month of: _____

20 _____

Correlates with Pay Application # _____

ORLEANS PARISH SCHOOL BOARD

DBE REPORT 2: GOOD FAITH EFFORTS

(To be submitted by the 14th day following the end of the previous month. Failure to submit completed report constitutes non-compliance with OPSB DBE Provisions.)

Business Name: _____

Project Name & Number: _____

If Subcontractor, Name of Business Performing Work Under: _____

Business Principal Contact Information: _____
 (Print Name, Phone, E-Mail, and Physical Address)

Contract buy-out complete as of _____ No additional subcontracts available. (Initial)
 (Date: MM-DD-YYYY)
 (Complete PART C – Report Certification only)

PART A: Good Faith Efforts

Below are types of actions that demonstrate Good Faith Effort towards meeting OPSB DBE goals. Indicate the actions taken and those not taken. **Attach supporting documentation for all actions taken—checked boxes alone does not demonstrate Good Faith Efforts.** Please note that the list of Good Faith Efforts below is illustrative, and is neither exclusive nor exhaustive. If additional Good Faith Efforts have been made, specify below and provide supporting documentation. **Desire to self-perform scope of work does not preclude DBE participation or Good Faith Effort towards the same.**

Yes <input type="checkbox"/>	No <input type="checkbox"/>	1). Solicited the interest of certified DBEs (attach copies of advertisements) Evidence includes names of printed publications, dates of advertisements, copy of advertisement, phone log of calls made to DBEs, copy of electronic/physical solicitations sent to DBEs, etc.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	2). Followed up initial solicitations to determine DBE interest Evidence includes e-mails, phone logs, etc.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	3). Selected portions of work to be performed by DBEs Debundled contract work into economically feasible units to facilitate DBE participation (See Part 2).
Yes <input type="checkbox"/>	No <input type="checkbox"/>	4). Provided interested DBEs with adequate information about the plans, specifications, and requirements of Contract in a timely manner (See Part 2).
Yes <input type="checkbox"/>	No <input type="checkbox"/>	5). Negotiated in good faith with interested DBEs (See Part 2) Evidence includes names, addresses, and telephone numbers of DBEs considered; description of information provided regarding plans and specifications for work selected for subcontract; and evidence as to why DBE was not selected to perform the work.
Yes <input type="checkbox"/>	No <input type="checkbox"/>	6). Thoroughly investigated capabilities of interested DBEs Evidence includes site visit information (time, date, result), reference checks, written record of interview with DBE (time, date, result) (See Part 2).
Yes <input type="checkbox"/>	No <input type="checkbox"/>	7). Effectively used services of small business community organizations; small business contractors' groups; local, state, and Federal small business assistance offices; and other organizations to provide assistance in recruitment and placement of DBEs (attach list of resources used).
Yes <input type="checkbox"/>	No <input type="checkbox"/>	8). Arranged solicitations, times for presentations of bids, quantities, specifications, and delivery schedules in ways that facilitated participation by DBEs.

DBE REPORT 2: GOOD FAITH EFFORTS *(continued)*

PART B: Evidence of Good Faith Efforts

1). List all areas of work/service and/or materials/supplies selected for DBE participation/solicitation for **report month only**. Include division number for each scope, service, and/or material listed. List the estimated dollar value of each along with its percentage of the total project dollar value (bid). Use additional pages if needed, but list Total (*dollar value and percent of total bid*) in space provided below.

Scope or Portions of Work/Materials Selected for DBE Participation/Solicitation	Division Number	Estimated Dollar Value	Percent (%) of Total Project Bid
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
TOTAL	n/a	\$	

**Only DBEs certified under the Louisiana Unified Certification Program (LAUCP) or State and Local DBE (SLDBE) may be counted towards OPSB DBE participation goals.*

DBE REPORT 2: GOOD FAITH EFFORTS *(continued)*

PART C: Report Certification

I _____ certify that the information contained herein is true and correct.
(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ Title: _____ Date: _____

SWORN TO AND SUBSCRIBED, BEFORE ME, THIS _____ DAY OF _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

**Only DBEs certified under the Louisiana Unified Certification Program (LAUCP) or State and Local DBE (SLDBE) may be counted towards OPSB DBE participation goals.*



Report for month of: _____

Year: 20 _____

Correlates with Pay Application # _____

ORLEANS PARISH SCHOOL BOARD

DBE REPORT 3: AFFIRMATIVE ACTION STEPS | EQUAL EMPLOYMENT OPPORTUNITY EFFORTS

[To be submitted by the 14th day following the end of the previous month. Failure to submit completed report constitutes non-compliance with OPSB DBE Provisions.]

Business Name: _____

Project Name/Number: _____

If Subcontractor, Name of Business Performing Work Under: _____

Business Principal Contact Information: _____
(Print Name, Phone/Fax, E-Mail, and Physical Address)

PART A: Action Taken/Efforts Made

Article III.2.G. of the OPSB DBE Provisions states that *the Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractors shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following [Check all steps taken/efforts made for Report Month – **Failure to check steps taken indicates failure to comply with Federal EEO/Affirmative Action requirements]:*

- Ensured and maintained a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
- Established and maintained a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions had employment opportunities available, and maintained a record of the organization's responses.
- Maintained a current file of names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual.
- Provided immediate written notification to the Director and the Owner when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- Developed on-the-job training opportunities and/or participated in training programs for the area which expressly included minorities and women.
- Disseminated the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting the EEO obligations.
- Reviewed, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions.
- Disseminated the Contractor's EEO policy externally by including it in any advertising in the news media.
- Directed recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to Contractor's recruitment area and employment needs.
- Encouraged present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.

DBE REPORT 3: AFFIRMATIVE ACTION STEPS |
(continued)
EQUAL EMPLOYMENT OPPORTUNITY EFFORTS

Validated all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

Conducted, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encouraged these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensured that seniority practices, job classifications, work assignments and other personnel practices, do not have any discriminatory effective by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Documented and maintained a record of all solicitations of offers from subcontracts from minority and female construction contractors and suppliers, including circulation to minority and female contractor associations and other business associations.

Conducted a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

Additional Steps Taken/Good Faith Efforts:

PART B: Report Certification

I _____ certify that the information contained herein is
(Print Name Company Representative Preparing/Submitting Report)

true and correct.

Signature: _____ **Title:** _____

Date: _____



ORLEANS PARISH SCHOOL BOARD

Report for month of: _____

Year: 20_____

Correlates with Pay Application # _____

CONTRACTOR COMPLIANCE CERTIFICATION CHECKLIST

(Note: Form must be submitted by the 14th day following the end of the previous month. Failure to submit completed certification checklist constitutes non-compliance with OPSB DBE policy.)

Business Name: _____

Project Name & Number: _____

If Subcontractor, Name of Business Performing Work Under: _____

Business Principal Contact Information: _____

(Print Name, Phone, E-Mail, and Physical Address)

I _____ hereby certify that,
(Print Name & Title of Company Representative)
_____ has complied with all Disadvantaged Business
(Print Business Name)

Enterprise, Equal Employment Opportunity, and Affirmative Action Provisions set forth in the OPSB DBE Provisions and with all of the provisions of Federal Executive Order 11246, as amended, including implementing and related rules, regulations and relevant orders of the U.S. Secretary of Labor.

I also certify that all information contained in *Supporting Documents (DBE Reports 1-4) is true and correct.

Signature: _____ Date: _____

*Supporting Documents Attached:

- DBE REPORT 1: Contracting Compliance _____ (Initial)
- DBE REPORT 2: Good Faith Efforts _____ (Initial)
- DBE REPORT 3: Affirmative Action Steps | Equal Employment Opportunity Efforts _____ (Initial)
- DBE REPORT 4: Minority | Female Participation _____ (Initial)

STATE OF LOUISIANA, ORLEANS PARISH IN WITNESS
 WHEREOF, I have hereunto set my hand and official seal
 this _____ Day of _____, 20____.

Notary Public, State of Louisiana

My Commission Expires _____



DISADVANTAGE BUSINESS ENTERPRISE (DBE)

COMPLAINT FORM OPSB-DBE FORM (OVERVIEW)

In an effort to improve oversight, accountability, and compliance on the Orleans Parish School Board's procurements, the Disadvantaged Business Enterprise Office facilitates the reporting of complaints and allegations of wrongdoing ("complaints") against the Orleans Parish School Board's Contractors¹. Complaints that may be reported include, but are not limited to:

- Contract, procurement, and grant fraud
- Non-compliance with DBE participation goals
- Environmental, health, and safety violations
- Racial, sexual, or other alleged discriminatory behavior
- Slow payments by the Orleans Parish School Board.
- Slow payments prime contractor to a subcontractor
- Computer crimes
- Product substitution and suspect/counterfeit parts
- Bribery, kickbacks, and gratuities
- False statements and/or false claims
- Conflicts of interest and ethics violations
- Theft and/or abuse of government property
- Violation(s) of criminal or civil law by any the Orleans Parish School Board contractor
- Other violations of City, State, or Federal laws and regulations

Complainants are encouraged to provide relevant and specific details of their complaint including, but not limited to:

1. The identity of the person, company, or organization that is the subject of the complaint;
2. Relevant and specific details of the complaint;
3. The City facility, department, contract, or program affected by the complaint;
4. The contract number, contract description, or other identifying information related to the complaint;
5. The date(s) of the alleged infraction(s)
6. How the complainant is aware of the alleged impropriety;
7. The identities of potential witnesses; and
8. Any additional supporting documentation or relevant information regarding the complaint.

Complaints may be reported by the Orleans Parish School Board employees, contractors, or the general public. Complaints may be filed via e-mail 24 hours a day, in person Monday through Friday between 8am and 4:30pm, or by mail. Complaints should be addressed to the OPSB-DBE Program Executive Director. All formal complaints must be made in writing. Complaints with limited specificity or merit may be held in abeyance until further, specific details are reported. Upon receipt of a specific complaint, the OPSB-DBE Program Executive Director may take any one or more of the following actions:

1. Open an investigation or review of the complaint;
2. Report the matter to the OPSB Superintendent;
3. Report the matter to the Office of the State Legislative Auditor
4. Report the matter to the appropriate law enforcement.

Individuals who file a complaint are not required to identify themselves. However, persons who file complaints are encouraged to identify themselves in the event additional questions arise during an investigation.

Confidentiality

The OPSB-DBE Office will protect the identity of complainants to the maximum extent possible by law. Employees who report allegations may specifically request confidentiality.

¹ Contractors include construction contractors, professional services contractors, and non-professional services contractors, and certified DBE contractors.



DISADVANTAGE BUSINESS ENTERPRISE (DBE)

DBE COMPLAINT FORM
OPSB-DBE FORM

RFP/RFQ/P.O./Bid/Solicitation/Other # _____

Project Description _____

Check one or more box:

- | | |
|---|---|
| <input type="checkbox"/> Contract, procurement, and grant fraud | <input type="checkbox"/> Bribery, kickbacks, and gratuities |
| <input type="checkbox"/> Non-compliance with DBE participation goals | <input type="checkbox"/> False statements and/or false claims |
| <input type="checkbox"/> Non-compliance with monthly/quarterly DBE Reports | <input type="checkbox"/> Conflicts of interest and ethics violations |
| <input type="checkbox"/> Racial, sexual, or other alleged discriminatory behavior | <input type="checkbox"/> Theft and/or abuse of government property |
| <input type="checkbox"/> Slow payments by the OPSB | <input type="checkbox"/> Violation(s) of criminal or civil law by OPSB's contractor |
| <input type="checkbox"/> Slow payments prime contractor to a subcontractor | <input type="checkbox"/> Other violations of City, State, or Federal laws and regulations |
| <input type="checkbox"/> Computer crimes | <input type="checkbox"/> Environment, health and safety violations |
| <input type="checkbox"/> Product substitution and suspect/counterfeit parts | |

Please provide relevant and specific details of your complaint and/or allegation of wrongdoing below. If you have documents to support your complaint or allegation of wrongdoing, attach them to this document. If you need additional space please use a separate page and attach it to this document.

Complainant (Name and/or Firm): _____

Address: _____ City _____ State _____ Zip _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____ / / _____
(Signature) (Title) (Date)

Office Use Only

Date received by OPSB ____/____/____

Received by _____
(Initials)

Initial Action Taken on ____/____/____

Initial Action Taken:

- Opened an investigation or review of the complaint;
- Referred the matter to the full Board;
- Reported the matter to the OPSB Superintendent;
- Reported the matter to law enforcement.

DBE Vendor Directories and Certification Information

Resource	Contact Name	Contact Phone	Contact E-Mail Web Site
OPSB DBE Program	Jonathan Temple	(504) 304-3847 (o) (504) 206-6686 (m)	jtemple@nolapublicschools.com http://www.nolapublicschools.com
LAUCP Directory (web based & searchable)	n/a	n/a	1. http://www8.dotd.la.gov/UCP/UCPSearch.aspx
Armstrong International Airport (SLDBE Directory - PDF)	n/a	n/a	1. http://www.flymsy.com/dbe-program
City of New Orleans Office of Supplier Diversity (SLDBE Directory – PDF)	n/a	n/a	1. https://neworleans.dbesystem.com/?TN=neworleans 2. https://www.nola.gov/economic-development/supplier-diversity/
Sewerage and Water Board of New Orleans	n/a	n/a	1. http://www.swbno.org/business_disadvantagedbusinessprogram.asp