



# ORLEANS PARISH SCHOOL BOARD

Procurement Department

2401 Westbend Parkway, Suite 5055

New Orleans, LA 70114

Telephone (504) 304-5542 | FAX (504) 309-2879

*Paul A. Lucius, Executive Director of Procurement*

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**REQUEST FOR QUALIFICATIONS NO. 27-0014**

**ENGINEERING CONSULTANT SERVICES**

**ELECTRONIC QUALIFICATIONS SUBMITTAL DEADLINE:**

**THURSDAY, AUGUST 27, 2026 @ 10:00 A.M.**

**VIRTUAL PRE – QUALIFICATIONS MEETING:**

**THURSDAY, AUGUST 13, 2026 @ 10:00 A.M.**

**PROPOSER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT OR TYPE):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TERMS:** \_\_\_\_\_

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

**ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS NO. 27-0014  
ENGINEERING CONSULTANT SERVICES**

Electronic Responses to Request for Qualifications relative to the above will be received via email submission to the Procurement Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 until **10:00 A.M. (CDT) on Thursday, August 27, 2026.**

Specifications and qualifications documents may be obtained by visiting the District’s website at [www.nolapublicschools.com](http://www.nolapublicschools.com); or by contacting the Executive Director of Procurement at [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com).

The District will host a Virtual Pre-Qualifications meeting to be held on **Thursday, August 13, 2026, at 10:00 A.M. (CDT).** The Virtual link can be found below:

Register in advance for this meeting:

<https://us06web.zoom.us/meeting/register/ngiQscEZTlidwmqn7lQ4xA>

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: WEDNESDAY, JULY 29, 2026**  
**SECOND INSERTION DATE: WEDNESDAY, AUGUST 5, 2026**  
**THIRD INSERTION DATE: WEDNESDAY, AUGUST 12, 2026**

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- DBE Professional Services Compliance Certification Checklist

## **OVERVIEW**

### **1.1 Instructions to Respondents**

**One signed original qualifications shall be submitted electronically and clearly marked: REQUEST FOR QUALIFICATIONS NO. 27-0014 ON THURSDAY, AUGUST 27, 2026 AT 10:00 A.M. to Mr. Paul A. Lucius, Executive Director of Procurement: [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com).**

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

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

**No Qualifications Response will be accepted after August 27, 2026 @ 10:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.**

|                                           |                 |                                    |
|-------------------------------------------|-----------------|------------------------------------|
| Pre-Qualifications Meeting (via Virtual)  | Thursday        | August 13, 2026 @ 10:00 A.M.       |
| Last Day for Questions@ 4:00 P.M. (CDT)   | Tuesday         | August 18, 2026                    |
| Last Day for Addendum                     | Thursday        | August 20, 2026                    |
| <b>QUALIFICATIONS SUBMISSION DEADLINE</b> | <b>Thursday</b> | <b>August 27, 2026 @10:00 A.M.</b> |
| Oral Presentations (if applicable)        |                 | N/A                                |
| Evaluation Committee Meeting              |                 | Thursday September 3, 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, Respondents shall not contact any Representatives of NOLA-PS, nor the District Staff, nor their Advisors or Consultants with respect to this RFQ, or RFQ process, other than to submit questions or protest in accordance with the Instructions to Respondents therein. This prohibition does not apply to questions or comments sent in writing to the Executive Director of Procurement, or questions made at Pre-Qualifications conferences, in presentations before evaluation committees, or during contract negotiations. Respondents who violate this Code of Silence may be deemed non-responsive, and their qualifications response may be rejected for cause.

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

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

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

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

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

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

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

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

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

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

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

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

**SELECTION:** Selection shall be made of one or multiple firm(s) deemed to be fully qualified and best suited among those submitting qualifications responses on the basis of the evaluation factors contained in this RFQ. 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 completed Verification of DBE Certification Form with the offer/response to this solicitation. The Respondent shall submit the following forms located in Exhibit-B:

- DBE Responsiveness Form 1
- DBE Responsiveness Form 2
- Verification of DBE Certification Form (for each DBE firm)
- DBE Professional Services Compliance Certification Checklist (**Document must be Notarized**)

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.

## **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 Orleans Parish School Board (OPSB) is seeking a Request for Qualifications (RFQ) to identify a pool of Engineering firms for Capital Projects work. This RFQ is open only to qualified Engineering Firms and is not intended for Architectural Firms submitting as the Prime Consultant. The Engineering firms selected will be responsible for assembling an appropriate team of sub-consultants to meet the design requirements for the scope of work as identified. These Capital Projects consist of replacement of critical building components that involve Engineering scopes of work at any of the OPSB owned properties.

The OPSB does not guarantee or warrant the awarding of work if a firm is selected or placed in a pool of applicants. The Orleans Parish School Board reserves the right to review the proposed design team and reject any members identified to be part of the Prime Consultant’s team due to poor past performance either upon review of a SOQ or after placement in a pool of applicants, prior to award.

The district will evaluate an Engineer’s performance after each project is completed. These evaluations will be shared with the Engineer firm. The intent of the evaluation is to identify strengths of the firm and where growth is needed.

### **1.3 Background**

The School Facilities Preservation Program (SFPP) was created as a mechanism to capture and utilize a dedicated source of recurring revenue to support the preservation of public-school facilities in New Orleans. In 2014, local and state leaders partnered on a local millage and legislation with a goal to provide annual monies for the preservation of school facilities. These efforts dedicated a property tax and redirected a portion of existing local sales tax to the school facility preservation program. In 2019 the district engaged with a vendor to assess all facilities within the district’s portfolio capturing the condition and useful life of each building system and component. The assessments included estimated costs and financial modeling.

The NOLA-PS Executive Director of Capital Improvements and the Director of Capital Projects will provide contract oversight to the selected Engineering Firms and issue management directives and decisions. OPSB will require the consistent high-quality delivery of all projects to meet established schedules and budgets while providing excellent buildings to support future generations of students.

#### **1.4 School District Profile**

OPSB currently oversees 66 public schools, including 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, achieve physical and mental wellness, 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 students across Orleans Parish.

**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 that is in any way incomplete or irregular, when deemed to be in the best interest of NOLA-PS. Conditional qualifications responses will not be accepted.

**CONTRACT AWARD:** NOLA-PS may select one or more of the Most Qualified Proposer(s) for placement in a pool of approved Engineering Firms based on the evaluation factors set forth in this RFQ. Selection for placement in the pool does not guarantee the award of any project, task order, purchase order, or contract. NOLA-PS reserves the right to make no selections or awards under this RFQ.

**CONTRACT TERM AND RENEWAL:** Contract term will be for a period of three (3) years, with two (2) additional one-year renewal options, not to exceed a total of five (5) years. 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](mailto: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 Engineering Consultant Services. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the Respondents. Before beginning the evaluation process, the Evaluation Committee must review the RFQ, concerning not only the scope of work but also the qualifications and the evaluation criteria. See Evaluation criteria – Section 6.0

The purpose of the Evaluation Committee is to conduct an independent, objective evaluation of Request for Qualifications for Engineering Consultant Services.

### **REVIEW AND EVALUATION OF QUALIFICATIONS:**

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

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

**ADDENDUM TO REQUEST FOR QUALIFICATIONS:** NOLA-PS reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents 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 addenda on Signature Page. **Failure to acknowledge all Addenda will result in the proposal being rejected.**

All questions must be in writing and electronically submitted to the Executive Director of Procurement at [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com) no later than **4:00 P.M. on Tuesday, August 18, 2026**. No addendum will be issued later than **Thursday, August 20, 2026**, or **72 hours prior to proposal due date**, except an addendum withdrawing the qualifications response or postponing the opening of the qualifications. It is the responsibility of each Respondent, 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.

## **2.0 SCOPE OF WORK/SERVICES**

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### **SCOPE OF SERVICES:**

The projects under this contract shall consist of, but not be limited to:

Replacement of critical building systems and components. If required, renovation and additions to existing schools. Replacement work may be in buildings built before 1968 in New Orleans, LA. Those built before 1968 are considered Historic. Historic Schools are those that are individually listed or eligible for listing in the National Register of Historic Places or that are contributing structures in National Register Historic Districts.

The selected Engineering Firms shall be responsible for providing the following professional design services: Existing Conditions Assessments, Programming and Project Scoping and Cost Estimation, Project Design, Bidding, Construction Administration, and Project Close-out.

The selected Engineering Firms may be required to provide as Basic Services as part of the design team the following sub-consultants: Architect, Environmental Engineer, Civil/Site Engineering, Structural Engineering, MEP Engineering, Kitchen Consultant, Acoustical Consultant, LEED AP, Energy Modeler, Theatre Consultant, Landscape Architect, Surveyors, Roof Consultant and any other special consultants not identified above as part of the Basic Services that may be required as part of Additional Services.

Funding for these projects will be from the School Facilities Preservation Funds. The portfolio of school buildings includes a large number of historic structures. The Engineering Firms will be required to understand and apply the Secretary of Interior's Standards for the Treatment of Historic Properties. Respondents should exhibit their qualifications and experience on historic projects that conform to the Secretary of the Interior's (SOI) Standards for the treatment of Historic Properties. The Engineering Firms shall also adhere to the Facilities Standards Guide for NOLA Public schools when designing a project.

**SCOPE OF WORK WILL BE REPEATED IN SPECIFICATION SECTION 4.0**

## **2.1 Statement of Qualifications as provided on Exhibit A - Professional Engineering Services Form**

### **General:**

The purpose of this form is to provide members of the OPSB Evaluation Committee with specific information regarding the qualifications of interested firms submitting for a particular OPSB project.

## **2.2 Statement of Qualifications Deadline and Submittal**

Engineering firms are limited to submitting one SOQ, either as a Prime Consultant, or as a Joint Venture of multiple Prime Consultants that can be classified as a Corporation, Limited Liability Company (LLC), Joint Venture or Limited Liability Partnership. If a firm submits more than one (1) application for this project as a single Prime Consultant and/or as a Joint Venture, all Qualification Statements submitted by the Consultant(s) or Firm(s) will be rejected.

This rule is not intended to limit firms from entering into nonexclusive agreements as a Subconsultant with more than one SOQ Prime Consultant. Subconsultants include, but are not limited to: Environmental Engineers, LEED Consultants, Civil Engineers, Structural Engineers, MEP Engineers, Acoustical Consultants, Kitchen Consultants, Landscape Architects, Associated Architects and Architects and other design professionals experienced in Historic Preservation that are not part of a Joint Venture, and are not signatories to the SOQ, and to any future Agreement for Services.

It is not necessary for the Joint Venture to be recorded or registered as a Joint Venture with the Louisiana Secretary of State at the time of the submission of the SOQ. However, upon submission of contract, the Joint Venture shall be registered in accordance with the appropriate Federal, State and Local Statutes.

## **2.3 Point-of-Contact**

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

### **Orleans Parish School Board**

c/o: Paul A. Lucius, Executive Director of Procurement (email: [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com))  
2401 Westbend Parkway, Suite 5055  
New Orleans, LA 70114

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

## **2.4 Statement of Qualifications Preparation Costs**

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

## **2.5 Property of Statement of Qualifications**

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

review by the public. By submitting a Statement of Qualifications, the Respondent acknowledges and accepts that the full contents of the Statement of Qualifications shall become a public record open to public inspection. The wishes of any Respondents marking a Statement of Qualifications; or any part of a Statement of Qualifications as proprietary and/or confidential, shall be neither accepted nor honored.

## **2.6 Evaluation Criteria**

In order to be considered for selection, the Engineering Firm shall provide the following mandatory requirements:

1. Registered in LA – provide LA Registration number, date granted and a copy of the Registration Certificate. Respondents not submitting the required documentation will be rejected.
2. The following evaluation criteria will be used in evaluating the SOQ, as submitted in "Exhibit-A:"
  - Professional qualifications of the Engineering Firm to perform the services required for the project (0-20 points)
  - Assigned key personnel's professional qualifications and availability (0-10 points)
  - Qualifications and experience of the proposed Subconsultants for the project team (0-15 points)
  - Recent firm experience of the Prime Consultant with providing similar Engineering Services for K-12 School projects (0-20 points)
  - Location of the firm's principal office responsible for the work (0–5 points)
  - Firm's responsiveness to problems and ability to resolve project issues (0–5 points)
  - Firm's demonstrated ability to meet schedules, deadlines, and budgets (0–5 points)
  - Firm's current workload and capacity to perform the required services (0–5 points)
  - Disadvantaged Business Enterprise (DBE) participation (0-15 points)

## **2.7 Selection Process**

The contract for this project will be awarded through a qualifications-based selection process. All qualification statements, and support documentation provided will be reviewed by the OPSB Evaluation Committee. There is no limitation on how many Engineering Firms the District will be selecting.

The Evaluation Committee will carefully consider all SOQ according to the aforementioned evaluation criteria and make a recommendation to the Orleans Parish School Board on the highest ranked firms. Selection for placement in the pool does not guarantee the award of any project, task order, purchase order, or contract.

All Respondents will be evaluated by the RFQ Selection Committee that will conduct an independent, objective evaluation of applicants for the provision of professional services. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the Respondents.

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

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

## **2.8 Disadvantaged Business Enterprise (DBE) Participation**

OPSB encourages participation from Disadvantaged Business Enterprises (DBEs). The team will be evaluated in this area on the extent to which Respondents identify and commit to DBE certified firms, whether as a prime, joint venture teaming arrangement, or through the use of Subconsultants with a target goal of 35 percent (35%) of the design fee to be earned by DBE firms.

| <b>Percentage (%) of DBE Target Goal of 35%</b> | <b>Percentage points to Respondent (15 points maximum)</b> |
|-------------------------------------------------|------------------------------------------------------------|
| Less than 20.00%                                | <b>0</b>                                                   |
| 20% - 24.99%                                    | <b>5</b>                                                   |
| 25.00% - 34.99%                                 | <b>10</b>                                                  |
| 35.00% or more                                  | <b>15</b>                                                  |

In order to qualify as a DBE for the OPSB, a business must be certified as a DBE by the Louisiana Unified Certification Program (LAUCP), or certified as a State and Local DBE (SLDBE) by the City of New Orleans, New Orleans Aviation Board, or Sewerage & Water Board of New Orleans.

Lists of LAUCP and/or SLDBE-certified firms are available at:

<https://neworleans.dbesystem.com/FrontEnd/VendorSearchPublic.asp?TN=neworleans&XID=5545>

<http://www8.dotd.louisiana.gov/UCP/UCPSearch.aspx>

[http://www.swbno.org/business\\_disadvantagedbusinessprogram.asp](http://www.swbno.org/business_disadvantagedbusinessprogram.asp)

<http://www.flymsy.com/dbe-program>

Engineering Firm(s) must include in their SOQ the names of their certified DBE Subconsultant(s), a description of the work each will perform, and the corresponding percentage of projected participation based on the expertise of each proposed certified DBE subcontract. Respondents must also submit completed and signed “Exhibit B” DBE Responsiveness Forms 1 and 2 and a completed Verification of DBE Certification Form for each DBE that will participate.

Engineering Firm(s) shall be required to report actual Disadvantaged Business Enterprise sub-consultant or distributor participation and the dollar amount of each service/task(s), after award of contract for design services. If it is at any time determined that the Engineering Firm(s) did not in fact utilize the DBEs submitted in the proposal to the extent initially indicated, the Engineering Firm(s) shall be placed into Noncompliance status, and expected to reach the committed levels of projected participation, as listed in the RFQ. Engineering Firms and Subconsultants will be required to report actual DBE Subconsultant participation and the dollar amount of each. Participating firm's DBE certification must remain valid for the duration of their contracted work.

## **2.9 Right to Reject Statements of Qualifications**

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

Any submittal which does not meet the requirements of this RFQ may be considered to be non-responsive, and the SOQ may be rejected. SOQ Respondents must comply with all of the terms of this

RFQ, and all applicable local, state, and federal laws and regulations. The Orleans Parish School Board via Office of Procurement may reject any SOQ that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

It is the intent of this RFQ to replace a previous RFQ for similar services. If an Engineering Firm, from a previous RFQ is in the process of preparing work, and is placed in the pool of successful applicants, the Respondent may not be awarded new work under this RFQ, until work under the previous RFQ has reached the Construction Administration phase.

## **2.10 Objection to the Award**

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

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

## **2.11 Nondiscrimination**

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

## **2.12 Statement of Qualifications Withdrawal**

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

### **2.13 Statement of Qualifications Amendments and Errors**

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

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

### **2.14 Required Documents and/or Forms**

**Only the Prime Consultant is responsible for submitting the Statement of Qualifications and required forms. The Prime Consultant must provide a list of all proposed Subconsultants where required within this RFQ.**

- Statement of Qualifications Cover Page
- Statement of Qualifications Form
- References Form
- Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (Form AD-1048)
- Certification Regarding Lobbying
- Prime Consultant's Certification
- Principals of the Company
- Non-Collusion Statement
- Prime Consultant Guaranties and Warranties
- OPSB Standards Prohibiting Conflicts of Interest
- Vendor Registration Form
- Completed EDGAR Contract Addendum, including all required initials and signatures
- DBE Responsiveness Form 1
- DBE Responsiveness Form 2
- Verification of DBE Certification Form (for each DBE firm)
- DBE Professional Services Compliance Certification Checklist (Notarized)

### 3.0 GENERAL TERMS AND CONDITIONS

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#### 3.1 SPECIFICATIONS:

- 3.1.1 NOLA-PS SPECIFICATIONS have been developed by the Using Department to show minimal standards as the usage, materials, services, and contents based on their needs.
- 3.1.2 MANUFACTURER'S SPECIFICATIONS (DESIGN GUIDE). Whenever an article in this RFQ is defined by description as either a proprietary product or by using the name of a manufacturer, the Respondent is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term equivalent, alternate, or equal is not inserted, it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.
- 3.2 RESPONSIBLE VENDOR. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.
- 3.3 FINANCIAL RESPONSIBILITY. NOLA-PS assumes no financial responsibility for any costs incurred by Respondents in developing and submitting a qualifications response or any amendments or addenda, participating in pre-qualifications meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Respondents pursuant to this RFQ.
- 3.4 EVALUATION OF QUALIFICATIONS Evaluation of Qualifications will be based on the evaluation criteria established in Section 6.0 of this RFQ. NOLA-PS will consider the Respondent's professional qualifications, experience, proposed personnel, Subconsultants, capacity, past performance, DBE participation, and ability to provide the required Engineering Services.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 MULTIPLE CONTRACT AWARDS. NOLA-PS reserves the right to award multiple contracts under this RFQ, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of NOLA-PS. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with NOLA-PS. These facts should be taken into consideration by each Respondent.
- 3.9 OPEN RECORDS POLICY. NOLA-PS is a governmental entity subject to the Louisiana Public Information Act. Qualifications Responses submitted to NOLA-PS as a result of this RFQ may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure under Louisiana law, the Respondent must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Respondent must specify which exception(s) to the

Louisiana Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. NOLA-PS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

3.10 NOLA-PS RESERVATIONS reserves the right to:

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

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

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

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

3.13 **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.

3.14 **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.**

- 3.15 OTHER REQUIREMENTS. Any problems or discrepancies that are not covered by the above requirements should be directed to the Executive Director of Procurement for a determination or clarification prior to any action taken on said problem or discrepancy. If the Respondent fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
- 3.16 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.
- 3.17 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.
- 3.18 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.
- 3.19 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.
- 3.20 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.
- 3.21 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.
- 3.22 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)

3.22.1 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.

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

3.23 **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.

3.24 **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.

Vendors who provide goods or services without an authorized 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.

3.25 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.

3.26 **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.

3.27 **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.

3.28 **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

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### **SCOPE OF WORK:**

The projects under this contract shall consist of, but not be limited to:

Replacement of critical building systems and components. If required, renovation and additions to existing schools. Replacement work may be in buildings built before 1968 in New Orleans, LA. Those built before 1968 are considered Historic. Historic Schools are those that are individually listed or eligible for listing in the National Register of Historic Places or that are contributing structures in National Register Historic Districts.

The selected Engineering Firms shall be responsible for providing the following professional design services: Existing Conditions Assessments, Programming and Project Scoping and Cost Estimation, Project Design, Bidding, Construction Administration, and Project Close-out.

The selected Engineering Firms may be required to provide as Basic Services as part of the design team the following sub-consultants: Architect, Environmental Engineer, Civil/Site Engineering, Structural Engineering, MEP Engineering, Kitchen Consultant, Acoustical Consultant, LEED AP, Energy Modeler, Theatre Consultant, Landscape Architect, Surveyors, Roof Consultant and any other special consultants not identified above as part of the Basic Services that may be required as part of Additional Services.

Funding for these projects will be from the School Facilities Preservation Funds. The portfolio of school buildings includes a large number of historic structures. The Engineering Firms will be required to understand and apply the Secretary of Interior's Standards for the Treatment of Historic Properties. Respondents should exhibit their qualifications and experience on historic projects that conform to the Secretary of the Interior's (SOI) Standards for the treatment of Historic Properties. The Engineering Firms shall also adhere to the Facilities Standards Guide for NOLA Public schools when designing a project.

### **SPECIFICATIONS:**

Design shall conform to NOLA Public Schools Facility Performance Standards, dated March 2021. Design shall conform to scope of work and as identified under the contract terms.

## **5.0 SPECIAL TERMS & CONDITIONS**

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### **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 electronically by the stated deadline 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

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### EVALUATION OF QUALIFICATIONS

The evaluation of the qualifications response will be performed by a committee consisting of designees of NOLA-PS. 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

| <b>Evaluation Criteria</b> | <b>Elements</b>                                                                                                     | <b>Score</b>      |
|----------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>1.</b>                  | Professional qualifications/capability of the firm to perform the services required for the project                 | 20                |
| <b>2.</b>                  | Assigned key personnel's professional qualifications and availability for the proposed project                      | 10                |
| <b>3.</b>                  | Qualifications and experience of Sub-consultants' SOQ for the project team                                          | 15                |
| <b>4.</b>                  | Recent firm experience of the Prime Consultant with providing similar Engineering Services for K-12 School projects | 20                |
| <b>5.</b>                  | Office Location                                                                                                     | 5                 |
| <b>6.</b>                  | Responsiveness to problems/requirements                                                                             | 5                 |
| <b>7.</b>                  | Ability to maintain schedules, deadlines, and budgets                                                               | 5                 |
| <b>8.</b>                  | Current workload relative to timely performance                                                                     | 5                 |
| <b>9.</b>                  | Disadvantaged Business Enterprise Goal (DBE) of 35%                                                                 | 15                |
| <b>Total Points</b>        |                                                                                                                     | <b>100 Points</b> |

**7.0 Authority to Contract on behalf of Company**

**PRINCIPALS OF THE COMPANY**

**PRESIDENT:** \_\_\_\_\_

**VICE-PRESIDENT:** \_\_\_\_\_

**SECRETARY:** \_\_\_\_\_

**TREASURER:** \_\_\_\_\_

**RESPONDENT:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, and ZIP:** \_\_\_\_\_

**AREA CODE & PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

LIST THE RESPONDENT'S FEDERAL TAX IDENTIFICATION NUMBER \_\_\_\_\_

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

Identify parties:

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## 8.0 REFERENCES

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Please complete the References below:

1. School System\_\_\_\_\_
- Contact Name\_\_\_\_\_
- Address\_\_\_\_\_
- Telephone number\_\_\_\_\_
- Email Address\_\_\_\_\_
2. School System\_\_\_\_\_
- Contact Name\_\_\_\_\_
- Address\_\_\_\_\_
- Telephone number\_\_\_\_\_
- Email Address\_\_\_\_\_
3. School System\_\_\_\_\_
- Contact Name\_\_\_\_\_
- Address\_\_\_\_\_
- Telephone number\_\_\_\_\_
- Email Address\_\_\_\_\_
4. School System\_\_\_\_\_
- Contact Name\_\_\_\_\_
- Address\_\_\_\_\_
- Telephone number\_\_\_\_\_
- Email Address\_\_\_\_\_
5. School System\_\_\_\_\_
- Contact Name\_\_\_\_\_
- Address\_\_\_\_\_
- Telephone number\_\_\_\_\_
- Email Address\_\_\_\_\_

## **9.0 INDEMNITY AND INSURANCE**

- A. The Contractor shall indemnify and hold harmless NOLA-PS, its Board Members, Officers, Staff Directors, etc., from 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, at 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 and maintaining an “A” rating or better financial size category, as shown in the most current A.M. Best Company ratings, for the following coverage:
1. Workers’ Compensation and Employers Liability: Workers’ Compensation insurance limits as required by the statutory labor laws 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: 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 damage, no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy shall include a waiver of subrogation in favor of NOLA-PS. An additional insured endorsement shall also be required.
  3. Automobile Liability Insurance: Automobile Liability Insurance, including coverage for all non-owned and hired vehicles used in conjunction with the contract. Minimum limits of liability shall be \$250,000/\$500,000 for bodily injury and \$100,000 for property damage. The policy shall include a waiver of subrogation in favor of NOLA-PS.
  4. Professional Liability Insurance: The Contractor shall provide a Certificate of Insurance evidencing Professional Liability Insurance coverage in the following amounts:
    - \$1,000,000 for construction costs from \$1,000,000 to \$10,000,000;
    - \$1,500,000 for construction costs from \$10,000,000 to \$20,000,000; and
    - \$2,000,000 for construction costs over \$20,000,000.

A maximum deductible of \$50,000 shall be carried by the design professional.

Furthermore, it shall be mutually agreed that NOLA-PS shall be solely responsible for the contents of any information or documentation that NOLA-PS may provide to the Contractor to rely upon in the performance of services under this Agreement. Notwithstanding the foregoing, 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.

5. The Contractor guarantees to provide a minimum of thirty days’ written notice of cancellation, major change, or expiration of insurance.
6. The Contractor shall furnish NOLA-PS with certificates of insurance evidencing the coverage required by this section. The certificates for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. NOLA-PS shall be shown as the certificate holder.

**10.0 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 proposal, 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 proposal.

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 Respondent must include this certification statement with each proposal 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 proposal 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*, *proposal*, 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 proposal 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.

## **11.0 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:** \_\_\_\_\_

## 12.0 **PRIME CONSULTANT'S CERTIFICATION**

TO: ORLEANS PARISH SCHOOL BOARD  
*Procurement Department*  
2401 Westbend Parkway, Fifth Floor, New Orleans, LA 70114

### **Acknowledgment of Addendum:**

|               |       |        |       |
|---------------|-------|--------|-------|
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |
| Addendum No.: | _____ | Dated: | _____ |

1. Having read the **Request for Qualifications No. 27-0014 – Engineering Consultant 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 proposal is submitted on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. I further certify that I/we have examined and fully comprehend the scope and conditions supplied for RFQ No. 27-0014 – Engineering Consultant Services, and that the Company agrees to provide the professional services in accordance with the requirements of this RFQ.
4. In submitting this Statement of Qualifications, the Prime Consultant agrees to the terms and conditions of the Request for Qualifications, including the Specifications within the Statement of Qualifications form. If this proposal is signed by a partner, the person hereby states that he/she has the authority to bind the partnership; if signed by a corporate officer or employee, that person hereby states that he or she has the authority to bind the corporation. **(Corporate Resolution or written evidence (i.e. memo, letterhead, or board minutes) of the authority of the person signing the proposal is required to be attached and submitted with the Qualifications Documents).**

Signature of Company Representative: \_\_\_\_\_

Representative's Title: \_\_\_\_\_ Date: \_\_\_\_\_

### 13.0 **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 proposal or bid); that said bid is genuine and not collusive or sham; that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent 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 Respondent, or to fix any overhead, profit or cost element, or that of any other Respondent, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said bid or proposal are true.

\_\_\_\_\_  
(Signature)



ORLEANS PARISH SCHOOL BOARD  
Procurement Department

**14.0 VENDOR REGISTRATION FORM**

☐ Individual

☐ Business

DATE (MM/DD/YYYY): \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TAX ID NO: \_\_\_\_\_

DUNS NO. \_\_\_\_\_

☐ DBE Vendor      Name of Certifying Agency \_\_\_\_\_

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

☐ MANUFACTURER   ☐ DISTRIBUTOR   ☐ SALES OFFICE   ☐ SERVICES   ☐ STATE CO NO. \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
COMPANY REPRESENTATIVE      TITLE

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

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

## **15. 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 Respondent, 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 Respondent, Bidder or Vendor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contractor 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 Respondent, 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 Respondent, 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 proposal. Notices from the contractor to the NOLA-PS shall be addressed and mailed by certified mail to the attention of the Director of Business Partnerships,

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** \_\_\_\_\_

**16.0    RESPONDENT GUARANTIES AND WARRANTIES**

- A. Respondent 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. Respondent 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. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of NOLA-PS.
- D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
- E. The Respondent 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:** \_\_\_\_\_

## 17.0 EDGAR CONTRACT ADDENDUM

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### 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 for 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: \_\_\_\_\_

## **EXHIBIT “A”**

### **INSTRUCTIONS FOR COMPLETING OPSB STANDARD AE FORM**

#### **Professional Engineering Services for**

#### **Orleans Parish School Board**

**(Note: Numbers below correspond to numbers contained in the OPSB Standard AE form)**

1a. Indicate in this block the complete name of the submitting firm.

1b. Indicate in this block the address of the specific office that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block that the address shown is for the “main office” or “branch office.”

1c. Indicate in this block the official street address of the specific office (Block 1b) that will be performing the work on the project.

2. Indicate in this block the complete project name and RFQ project number, and any other project numbers provided in the public notice.

3a. Indicate in this block the name, title, state license or registration number, telephone number, fax number and E-mail address of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.

3b. This block shall be signed and dated by the individual indicated in Block 3a. All information contained in the form should be current and factual. Additionally, failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.

4a. If applicable, indicate the firm’s Louisiana State Board of Engineering License and/or Registration number and the date granted. For an individual or non-incorporated firms, a copy of your current Registration Certification Card shall be attached to the form. For all engineering firms that are incorporated a copy of the firm’s Certificate of Registration shall be attached to the form. Failure to attach the required Registration Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.

4b. If applicable, indicate the firm’s Occupational License Number on this line.

5. Indicate in this block by discipline and number of all employees presently employed at the work location (Item 1c) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.

The term "Engineer" shall mean a Registered or Licensed Professional Engineer that is currently registered with the appropriate Louisiana State Board for Engineering Examiners Include all clerical personnel as "Administrative." If applicable, write in any other additional disciplines not indicated e.g. planners, biologists, etc. In all cases indicate the total number of people in each blank space and show grand total. For national firms wishing to utilize office personnel other than (or additional to) the

branch office indicated in Item 1b for this project, the firm shall submit separate AE Standard Forms showing those offices as sub-consultants for this project.

6. The "Prime" Consultant shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item 1c). The prime must perform more than fifty percent (50%) of the work. Additionally, all sub-consultants shall also indicate on their form the name of the "Prime" and the percentage amount of the work that will be performed by the Prime. The prime and sub-consultant(s) percentage of the work shall total 100% (see Item 5).

7. The "Prime" consultant shall list in this block the name(s) of the various sub-consultants(s) or associates that will be performing other work task(s). The prime shall also indicate the specific technical or professional responsibilities the sub-consultants(s) will be performing, and the percentage of the total work that will be performed by the sub-consultant. Additionally, the prime and sub-consultants shall indicate in the appropriate block the prime's previous working relationships with the sub-consultant or associate listed.

8. Indicate in this block the individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any sub-consultants or associates, if applicable. The individual who is the contact person (Item 3a) shall also be indicated in the organizational chart and their relationship to the project team.

9. The applicable respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate (Item 6) on this project. Care should be taken to limit resumes to only those key persons or specialists that are employed by the firm at the official address (Item 1c), and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) years of professional or relevant experience with present firm and other firms; (d) if registered as an engineer, show the field of registration and the year that such registration was first acquired; and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with OSPB procedures, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information. (Note: Additional sheets may be utilized to complete this item.)

10. In this block the respondent shall list the five (5) largest current projects the firm has under contract, (under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies) that are being (or will be) performed at the firm's official address (Item 1c). Required information must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type

and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

11. The respondent may list up to seven (7) projects that the firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information

must include: (a) name and location of project, including name of client, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

12. The respondent must list in this block all OPSB projects which have been awarded the firm as prime consultant during the past three (3) years. Required information must include: (a) name and type of project, contact person and their telephone number; (b) brief description of type and extent of services provided for each project; (c) the actual (A) or estimated (E) contract fee; (d) the current status of the project or percent completed; and (e) the actual (A) or estimated (E) completion date of the contract.

13. In this block the respondent should indicate through narrative discussion the reasons why the firm or design team submitting this form believes it is especially qualified to undertake this project. Information provided should include, but not be limited to, such data as: specialized personnel or equipment available for this work; any awards or recognition received by a firm or individuals for similar work; required security clearances to perform the work; special approaches or concepts developed by the firm relevant to this project, etc.

Additionally, the narrative should also include specific reference to the various items specified in the Request for Qualifications Evaluation Criteria. A maximum of three (3) additional sheets (four (4) sheets total) may be utilized to answer this question. Unless otherwise specifically requested in the Request for Qualifications, all other attachments i.e. company brochures, cover pages, etc. shall be excluded. It is also requested that the AE Standard Form not be bound in a booklet, but be stapled in the upper right- hand or left-hand corner.

## Engineering Consultant Services

**2. Project Name and Numbers:**

### 1c. Official street address

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**4b. Current occupational license number**

### Total Personnel

48

**7. List Sub-consultants/Associates to be utilized on this project.**

| <b>Name and Address</b> | <b>Specific Responsibilities and scope of work on this project</b> | <b>Approximate % of work this project</b> | <b>Indicate if DBE</b> | <b>Worked with Prime before (yes or no)</b> |
|-------------------------|--------------------------------------------------------------------|-------------------------------------------|------------------------|---------------------------------------------|
| <b>1.</b>               |                                                                    |                                           |                        |                                             |
| <b>2.</b>               |                                                                    |                                           |                        |                                             |
| <b>3.</b>               |                                                                    |                                           |                        |                                             |
| <b>4.</b>               |                                                                    |                                           |                        |                                             |
| <b>5.</b>               |                                                                    |                                           |                        |                                             |
| <b>6.</b>               |                                                                    |                                           |                        |                                             |
| <b>7.</b>               |                                                                    |                                           |                        |                                             |

- 8. Project organization chart. Identify the key personnel and their responsibilities for this project. Include Consultants/Associates as appropriate.**

|                                                                                                                                                          |                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>9. Brief resume of key personnel. These must be employed by the Prime of Consultant/Associate and work at the official address listed in item 1c.</b> |                                                                                                               |
| <b>a. Name and title</b>                                                                                                                                 | <b>a. Name and title</b>                                                                                      |
| <b>b. Position or assignment for this project</b>                                                                                                        | <b>b. Position or assignment for this project</b>                                                             |
| <b>c. Years professional experience</b><br><div> <div>With this firm</div> <div>With other firms</div> </div>                                            | <b>c. Years professional experience</b><br><div> <div>With this firm</div> <div>With other firms</div> </div> |
| <b>d. Active registration: State/discipline/license number or applicable certifications for inspectors</b>                                               | <b>d. Active registration: State/discipline/license number or applicable certifications for inspectors</b>    |
| <b>e. Specific experience and qualifications relevant to this project</b>                                                                                | <b>e. Specific experience and qualifications relevant to this project</b>                                     |

**10. List five largest current projects under contract or under contract negotiations that are being (or will be) performed at the official address listed in Item 1c.**

| <b>a. Project Type or Name</b><br><b>Project Description</b><br><b>Name of Architect Responsible or in Charge</b><br><b>Client Contact Person and Phone Number</b> | <b>b. Nature of firm's responsibility</b> | <b>c. Actual (A), or Estimated (E) fee</b> | <b>d. Current status or percent complete</b> | <b>e. Actual (a) or estimated (e) completion date</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|----------------------------------------------|-------------------------------------------------------|
| 1.                                                                                                                                                                 |                                           |                                            |                                              |                                                       |
| 2.                                                                                                                                                                 |                                           |                                            |                                              |                                                       |
| 3.                                                                                                                                                                 |                                           |                                            |                                              |                                                       |
| 4.                                                                                                                                                                 |                                           |                                            |                                              |                                                       |
| 5.                                                                                                                                                                 |                                           |                                            |                                              |                                                       |

**11. List all projects your firm has performed at the official address listed in Item 1c within the past 10 years that are similar or comparable to the proposed project**

| <b>a. Project Type or Name</b><br><b>Project Description:</b><br><b>Name of Engineer Responsible:</b><br><b>Client Contact Person:</b><br><b>Phone Number:</b><br><b>Email address:</b> | <b>b. Nature of firm's responsibility</b> | <b>c. Actual (A) or estimated (E) fee</b> | <b>d. Current status or percent complete</b> | <b>e. Actual (A) or estimated (E) completion date</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|----------------------------------------------|-------------------------------------------------------|
| 1.                                                                                                                                                                                      |                                           |                                           |                                              |                                                       |
| 2.                                                                                                                                                                                      |                                           |                                           |                                              |                                                       |
| 3.                                                                                                                                                                                      |                                           |                                           |                                              |                                                       |
| 4.                                                                                                                                                                                      |                                           |                                           |                                              |                                                       |
| 5.                                                                                                                                                                                      |                                           |                                           |                                              |                                                       |
| 6.                                                                                                                                                                                      |                                           |                                           |                                              |                                                       |

**12. List all OPSB projects which have been awarded to applicant as a prime during the past three (3) years.**

| <b>a. Project Type or Name</b><br><b>Project Description</b><br><b>Name of Person in Charge; Client Contact</b><br><b>Person; Phone Number and email address</b> | <b>b. Nature of firm's</b><br><b>responsibility</b> | <b>c. Actual (A) or</b><br><b>estimated (E) fee</b> | <b>d. Current status</b><br><b>or percent</b><br><b>complete</b> | <b>e. Actual (a) or</b><br><b>estimated (e)</b><br><b>completion</b><br><b>date</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|                                                                                                                                                                  |                                                     |                                                     |                                                                  |                                                                                     |
|                                                                                                                                                                  |                                                     |                                                     |                                                                  |                                                                                     |
|                                                                                                                                                                  |                                                     |                                                     |                                                                  |                                                                                     |
|                                                                                                                                                                  |                                                     |                                                     |                                                                  |                                                                                     |
|                                                                                                                                                                  |                                                     |                                                     |                                                                  |                                                                                     |
|                                                                                                                                                                  |                                                     |                                                     |                                                                  |                                                                                     |

**13. Use this space to best illustrate qualifications of this firm to perform this project, or any additional information or description of resources supporting your firm's qualifications. All information with specific reference to the various items specified in the Request For Qualifications Evaluation Criteria (Section "D") and the stated scope of work should be included. A maximum of three (3) additional sheets may be utilized to answer this question. All other attachments not specifically requested or embellishments shall be excluded.**



## ORLEANS PARISH SCHOOL BOARD

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING OVERVIEW

### I. Responsiveness Reports

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

- DBE Responsiveness Form 1
- Verification of DBE Certification Form
- DBE Responsiveness Form 2
- DBE Professional Services Compliance Certification Checklist

II. Professional Services Reports will be used to set a baseline for 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 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 Response/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 in the 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 Respondent proposed Subcontractors/Subconsultants, and shall correlate with project schedule submitted to the Owner/Owner's Representative. Respondents must submit form within 10 days before mobilization. Respondents must submit form within 10 days after notice 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 Subconsultants must submit Monthly DBE Compliance Reports to Prime Contractor by 7<sup>th</sup> 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 14<sup>th</sup> day following the end of the previous month. Failure to complete all DBE reports properly or late submittal, may constitute the Respondent 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 recomplete 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.

## 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)<br>(504) 206-6686 (m) | <a href="mailto:jtemple@nolapublicschools.com">jtemple@nolapublicschools.com</a>                                                                                                                                                                                 |
| LAUCP Directory<br>(web based & searchable)                                    | n/a             | n/a                                      | 1. <a href="http://www8.dotd.la.gov/UCP/UCPSearch.aspx">http://www8.dotd.la.gov/UCP/UCPSearch.aspx</a>                                                                                                                                                           |
| Armstrong International<br>Airport (SLDBE Directory -<br>PDF)                  | n/a             | n/a                                      | 1. <a href="http://www.flymsy.com/dbe-program">http://www.flymsy.com/dbe-program</a>                                                                                                                                                                             |
| City of New Orleans Office of<br>Supplier Diversity (SLDBE<br>Directory – PDF) | n/a             | n/a                                      | 1. <a href="https://neworleans.dbesystem.com/?TN=neworleans">https://neworleans.dbesystem.com/?TN=neworleans</a><br>2. <a href="https://www.nola.gov/economic-development/supplier-diversity/">https://www.nola.gov/economic-development/supplier-diversity/</a> |
| Sewerage and Water Board of<br>New Orleans                                     | n/a             | n/a                                      | 1. <a href="http://www.swbno.org/business_disadvantagedbusinessprogram.asp">http://www.swbno.org/business_disadvantagedbusinessprogram.asp</a>                                                                                                                   |



## Orleans Parish School Board - Disadvantaged Business Enterprise Program

### DBE RESPONSIVENESS FORM 1

RFP/RFQ/Response/Solicitation/Other # \_\_\_\_\_ Respondents/Respondents: \_\_\_\_\_

Project Name & Description: \_\_\_\_\_

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

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

**Please check the appropriate space:**

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

☐ The Respondents **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, and will require all Subcontractors/Subconsultants to assist in achieving 35% DBE participation before this project is substantially complete.

Name of Respondent Firm: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

By: \_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Signature of Respondents authorized representative) (Title) (Date)

**THE RESPONDENTS IS COMMITTED TO UTILIZING DBE PARTICIPATION ON THE PROJECT IN THE FOLLOWING MANNER:**

**COMPLETED BY RESPONDENTS:**

The Respondents 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:** ☐ SLD BE CERTIFIED ☐ LAUCP DBE CERTIFIED

☐ Copy of Verification of DBE Certification Form 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 Respondents does not receive award of the prime contract, then any and all representations in this form shall be null and void.*



## SUBCONTRACTING STRATEGY FOR DBE PARTICIPATION

(Phone, Fax, E-Mail and Address:)

**Respondents:** Must submit form with response. Provide attachments if necessary.

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

Signature: \_\_\_\_\_



## Orleans Parish School Board Disadvantaged Business Enterprise Program (DBE)

### VERIFICATION OF DBE CERTIFICATION

---

Solicitation #: \_\_\_\_\_

Title of Solicitation: \_\_\_\_\_

Bidder/Proposer: \_\_\_\_\_

DBE Firm: \_\_\_\_\_

**INSTRUCTIONS:** The Office of Business Partnerships request verification of DBE Certification status related to this specific solicitation. The Bidder/Proposer is responsible for obtaining this information, from the identified DBE firm(s), and shall submit according to the instructions of the solicitation. If the status of the DBE firm submitted cannot be verified by a DBE Certification Agency, the bid shall be rejected for just cause. Also, failure to complete this form properly shall result in the bid/proposal being deemed non-responsive, and cause of rejection.

**Name of DBE Firm:** \_\_\_\_\_

DBE Firm Owner or Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Scope of service(s):** \_\_\_\_\_

**NAICS Code(s):** \_\_\_\_\_

Name of DBE Certification Agency: \_\_\_\_\_

---

#### COMPLETED BY DBE FIRM (below):

**AFFIRMATION.** By signing below, the named DBE firm authorizes OPSB – Office of Business Partnerships to contact the certifying agency identified above to verify current DBE certification status, related eligibility information (including active/inactive status, approved NAICS Codes and work categories). The DBE attests that the information provided on this form is true and accurate. The DBE firm acknowledges and is in agreement that if OPSB cannot verify DBE Certification status by contacting the certifying agency, the bid/proposal shall be rejected for just cause.

By: \_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Authorized Signature) (Title) (Date)

Email Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

---

#### OPSB VERIFICATION (INTERNAL):

- ☐ DBE Certification Status verified as ACTIVE for this procurement
- ☐ DBE Certification Status could not be confirmed; bid/proposal is rejected for just cause.

OPSB Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



ORLEANS PARISH SCHOOL BOARD

Month of: \_\_\_\_\_  
Year: 20 \_\_\_\_\_ Correlates \_\_\_\_\_  
with RFQ # \_\_\_\_\_

## 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 rejection.)

Business Name: \_\_\_\_\_

Respondent 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)  
☐ Verification of DBE Certification \_\_\_\_\_ (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: \_\_\_\_\_