ORLEANS PARISH SCHOOL BOARD

Procurement Department
2401 Westbend Parkway, Suite 5055
New Orleans, LA 70114
Paul A. Lucius, Executive Director of Procurement

REQUEST FOR PROPOSAL NO. 27-0068

RISK MANAGEMENT CONSULTING SERVICES

ELECTRONIC PROPOSAL SUBMITTAL DEADLINE:

TUESDAY, NOVEMBER 24, 2026 @ 10:00 A.M.

VIRTUAL PRE - PROPOSAL MEETING: FRIDAY, NOVEMBER 6, 2026@ 10:00 A.M.

PROPOSER: _____

SIGNATURE: _____

NAME (PRINT OR TYPE): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

TERMS: _____

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ADVERTISEMENT

REQUEST FOR PROPOSAL NO. 27-0068

RISK MANAGEMENT CONSULTING SERVICES

An electronic submission of Proposal via Euna Solutions Procurement Portal are due **no later than the time and date set below**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. **Please register with Bonfire as soon as possible for uninterrupted notification and access to the NOLA Public Schools' bid opportunities. All respondents who wish to compete for District work must register with Bonfire Interactive. There is no cost to the vendor for the use and registration of the portal.**

Electronic Responses to Request for Proposal relative to the above will be received via Euna Solutions Procurement Portal 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. (CST) on Tuesday, November 24, 2026.**

Specifications and qualifications are found in the RFP documents and may be obtained by visiting the District's website at www.nolapublicschools.com.

The District will host a Virtual Pre-Proposal meeting to be held on **Friday, November 6, 2026, at 10:00 A.M. (CST).** The Virtual link can be found below:

Register in advance for this meeting:

https://us06web.zoom.us/meeting/register/TZSjHeBaQtCXKjPLTJ4pZw

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

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

Paul A. Lucius
Executive Director of Procurement

FIRST INSERTION DATE: **THURSDAY, OCTOBER 22, 2026**
SECOND INSERTION DATE: **THURSDAY, OCTOBER 29, 2026**
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OVERVIEW

1.1 Instructions to Proposers

One signed original proposal shall be submitted electronically and clearly marked: REQUEST FOR PROPOSAL NO. 27-0068 ON November 24, 2026 AT 10:00 A.M. in the Euna Solutions Procurement Portal.

The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Proposal 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 Proposals on time.

The Proposal Submission Checklist is provided in Appendix A of this RFP. The checklist contains the required documents needed to be submitted with vendor proposal. All vendors shall refer to the checklist while preparing their proposals to ensure all required documents are submitted (See Appendices A & B). Failure to submit required documents shall result in rejection and proposals will not be reviewed by the Evaluation Committee.

No Proposal will be accepted after November 24, 2026 @ 10:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.

Pre-Proposal Meeting (via Virtual)	Friday	November 6, 2026 @ 10:00 A.M.
Last Day for Questions@ 4:00 P.M. (CST)	Tuesday	November 10, 2026
Last Day for Addendum	Friday	November 13, 2026
PROPOSAL SUBMISSION DEADLINE no later than 10:00 A.M.		November 24, 2026
Oral Presentations (if applicable)		December 4, 2026
Evaluation Committee Meeting		December 4, 2026
Award Notification (approximate)		TBD
Execution of Agreement (approximate)		TBD

CODE OF SILENCE

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

REQUEST FOR PROPOSAL DOCUMENTS: A complete set of Request for Proposal documents shall be used in preparing proposals; 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 Proposal Documents.

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

OBJECTION TO AWARD

Any Proposer that has submitted a proposal and wishes to object to the award of a contract to the Selected Proposer must submit a written protest to the Executive Director of Procurement, or designee, within ten (10) Business Days of receiving the notification of non-award. No action on the award of the proposal shall be calendared until the ten (10) business day protest window has closed. The written protest shall clearly state the grounds for the objection, provide all relevant supporting information, and request a determination pursuant to this section of the Instructions to Proposers.

Upon receipt of a timely protest, the Executive Director of Procurement, or designee, shall review the protest and any relevant documentation, facts, and circumstances deemed necessary to evaluate the matter. Following completion of the review, the Executive Director of Procurement, or designee, shall prepare written findings and recommendations and submit them to the Superintendent and/or Chief Financial Officer for further consideration. The Superintendent and/or Chief Financial Officer shall review the matter and may affirm, modify, or reject the recommendations based on the information presented and any additional review deemed appropriate.

If the protest raises legal issues, challenges the interpretation of procurement requirements, or otherwise warrants legal review, NOLA Public Schools' General Counsel shall review the protest, supporting documentation, and any findings or recommendations generated during the procurement review process. General Counsel may provide a legal opinion or recommendation regarding the disposition of the protest to ensure compliance with applicable laws, regulations, Board policies, and procurement procedures.

Following completion of all applicable reviews and receipt of authorization from the Superintendent or their designee, the Executive Director of Procurement, or designee, shall issue a written determination to the protesting Proposer and any other affected Proposers. The written determination shall state the basis for the decision and shall constitute the final administrative action of NOLA Public Schools. The decision shall be final and binding on all parties involved.

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

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

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

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

PERFORMANCE INVESTIGATIONS: As part of the proposal 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 RFP.

PROPOSAL FORMAT: Proposals should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Please carefully read Sections as outlines 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 proposals on the basis of the evaluation factors contained in this RFP. Fee structure/pricing will be considered, but will be one among many determining factors. The NOLA-PS may cancel this RFP, reject proposals 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 the NOLA-PS determine in writing and in its sole discretion the firm(s) that is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be awarded to that firm.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:

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

The Proposer shall submit the following forms below: **(Appendix B)**

- DBE Responsiveness Form 1

- DBE Responsiveness Form 2
- DBE Professional Services Compliance Certification Checklist (must be notarized)
- Verification of DBE Certification Form

DBE Provisions (Attached), which is hereby made a part of this RFP. Failure to include DBE participation; including all signatures and notary, shall cause a firm's proposal to be non-responsive and cause for rejection. **All DBE forms must be properly completed whether or not they are applicable to Proposer.** Proposers without DBE participation should so indicate on the forms and are not required to submit a certification letter.

COMPUTED COST SCORE:

The cost evaluation shall constitute (10%) of the total points assigned and will be based upon standard cost rates submitted by the proposers. The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

CSF = (LPC/PC*X)
CSF = Cost Scoring Formula
LPC = Lowest proposed cost
PC = Proposer's cost
X= n% of the total number of points assigned

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 proposal 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 purpose of this Request for Proposal (RFP) is to solicit proposals from qualified and experienced firms to provide comprehensive risk management consulting services to the Orleans Parish School Board (OPSB).

1.3 School District Profile

OPSB currently oversees 65 charter schools and a school with two educational programs for students

in secure-care facilities

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

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

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

The District serves more than 41,822 students across Orleans Parish. As of February 2025, the student population was approximately 74.1% African American, 13.2% Hispanic, 8.2% White, 1.4% Asian, 2.8% Multi-Racial, and 0.3% American Indian.

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

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

CONTRACT TERM AND RENEWAL: Contract term will be for a period of one (1) year with an option to renew for two (2) additional one-year periods. If warranted terms and conditions for an amendment to the contract will be in writing, negotiable and subject to NOLA-PS approval.

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

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

INQUIRIES: NOLA-PS will not give verbal answers to inquiries regarding the Request for Proposals, 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: Paul A. Lucius, Executive Director of Procurement in the Euna Solutions Procurement Portal. All inquiries will be answered in the form of an addendum after the pre-proposal 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 PROPOSAL DOCUMENTS: A complete set of Request for Proposals documents shall be used in preparing proposals. 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 Proposal Documents.

OPEN COMPETITION: NOLA-PS encourages free and open competition. Whenever possible, specifications and proposal 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 proposal 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 proposals submitted in response to this RFP 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 proposals will be evaluated by the RFP Evaluation Committee that will conduct an independent, objective evaluation of proposals for Risk Management Consulting Services. The Evaluation Committee may be comprised of 3-5 members, representing Administrators, department staff, non-public personnel, and subject matter experts, and other qualified experts as determined by the District. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the proposers. Before beginning the evaluation process, the Evaluation Committee must review the RFP, 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 Proposals for Risk Management Consulting Services.

REVIEW AND EVALUATION OF PROPOSALS:

A Procurement Department representative shall serve as the Evaluation Committee coordinator and is solely responsible for disseminating all information received during the RFP 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 proposals on a qualitative basis. This includes our review of the firm(s) proposal and related materials for evidence of prior experience, value-added services beyond the scope

of work, qualifications of staff to be assigned to the project, cost effectiveness, and the Proposer's completeness and timeliness in its response, etc.

After registering, you will receive a confirmation email containing information about joining the meeting. ALL NOLA Public Schools solicitations and addenda can be found on NOLA-PS website at: www.nolapublicschools.com. Click Community/business resources/solicitations.

ADDENDUM TO REQUEST FOR PROPOSAL: NOLA-PS reserves the right to revise and amend the specifications prior to the date set for the opening. Proposers are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFP in writing and request the modification or clarification desired. NOLA-PS will issue an addendum to evidence any revisions or amendments made to this RFP. 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 RFP. Addenda are made available on the NOLA-PS website under community/business resources/solicitations. Please acknowledge receipt of addendum on Signature Page. **Failure to acknowledge all Addenda shall result in the proposal being rejected**. **Failure to acknowledge the correct date of all addenda shall result in the proposal being rejected.**

All questions must be in writing and electronically submitted to the Executive Director of Procurement in the Euna Solutions Procurement Portal no later than **4:00 P.M.** on **Tuesday, November 10, 2026**. No addendum will be issued later than **Friday**, **November 13**, **2026 or 72 hours prior to proposal due date**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the qualifications response, to determine if addenda were issued and, if so, to acknowledge the addendum on the applicable form.

Times and dates are final unless there is an unexpected "emergency" beyond NOLA-PS's control.

ORAL PRESENTATIONS via ZOOM: (Optional)
PRESENTATION DATES: December 4, 2026

NOLA-PS, at its sole discretion may invite the top two to four (2-4) Proposers to provide oral presentations and justify how they propose to meet the Districts' objectives with **RFP No. 27-0068**. Commitments, if any, made by the Proposer at the oral presentation will be considered binding. The evaluation committee has the option to conduct initial reviews of proposals and only host oral presentations of the top 2 to 4 firms in the best interest of the District.

Each firm selected should be prepared to conduct a presentation to the NOLA-PS Evaluation Committee. The presentations must be shown that the firm clearly understands the requirements of the solicitation and possesses the knowledge, skills, and capacity to complete the work. Firms presenting for the oral presentation process will be notified of their allotted presentation time with the District on **Monday**, **December 2, 2026**. The time frame for the presentations will follow the schedule provided below:

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

NOLA-PS is requesting firms respectfully adhere to the assigned time allotted for presentations. Oral presentations are for informational and clarification purposes only. No additional points shall be awarded or weighted based on oral presentations, and the scoring rubric established in Section 6.0 will not be modified as a result of oral presentations.

2.0 SCOPE OF WORK/SERVICES

SCOPE OF SERVICES:

The Orleans Parish School Board is seeking to partner with a qualified and experienced firm capable of providing comprehensive risk management consulting services. The successful firm shall demonstrate the professional expertise, experience, resources, and capacity necessary to assist OPSB in identifying and managing risk and safeguarding its assets, operations, and interests on behalf of the citizens and taxpayers of Orleans Parish.

The successful firm shall furnish qualified personnel and perform all professional services required in accordance with the Scope of Work, Specifications, terms, and conditions established in this RFP.

3.0 GENERAL TERMS AND CONDITIONS

3.1 **SPECIFICATIONS**:

3.1.1 NOLA-PS SPECIFICATIONS have been developed by the Using Department to show minimal standards as the usage, materials, services, and contents based on their needs.

3.1.2 MANUFACTURER'S SPECIFICATIONS (DESIGN GUIDE). Whenever an article in this proposal is defined by description as either a proprietary product or by using the name of a manufacturer, the Proposer is encouraged to offer an item which is equal in quality, durability and in full compliance with our Specifications. If the term equivalent, alternate, or equal is not inserted, it shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

3.2 RESPONSIBLE VENDOR. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.3 FINANCIAL RESPONSIBILITY. NOLA-PS assumes no financial responsibility for any costs incurred by Proposers in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Proposers pursuant to this RFP.

3.4 BEST AND FINAL OFFERS must be received by the date and time provided during discussions and/or negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation. NOLA-PS may, at its sole discretion, invite one or more proposers within the competitive range to submit a written Best and Final Offer following discussions, clarifications, oral presentations, or negotiations. The request will identify the applicable submission deadline, delivery instructions, and the matters that may be revised. Best and Final Offers must be received by the date and time specified by NOLA-PS. A timely submitted Best and Final Offer will supersede the proposer's original proposal only to the extent expressly revised and will become part of the proposer's binding offer. If a proposer does not submit a Best and Final Offer by the stated deadline, NOLA-PS may continue its evaluation and award recommendation using the Proposer's originally submitted proposal. Statements or proposed revisions made during discussions or negotiations will not modify the original proposal unless incorporated into a timely written Best and Final Offer. NOLA-PS is not obligated to request Best and Final Offers and may make an award based on the proposals initially submitted.

3.5 EVALUATION OF PROPOSALS takes into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, proposer's service, safety record, and date of proposed delivery and placement. It is not the policy of NOLA-PS to purchase on the basis of low proposals alone. (See 6.0 Evaluation and Award of Proposal(s))

3.6 WITHDRAWAL OF PROPOSALS will not be allowed for a period of 120 days following the proposal opening. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.

3.7 RETENTION OF PROPOSAL DOCUMENTATION. All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of NOLA-PS.

3.8 REBID. NOLA-PS may elect to rebid this project if NOLA-PS believes that, in its sole discretion, it is in the best interest of NOLA-PS to do so.

3.9 MULTIPLE CONTRACT AWARDS. NOLA-PS reserves the right to award multiple contracts under this RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of NOLA-PS. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with NOLA-PS. These facts should be taken into consideration by each Proposer.

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

3.11 NOLA-PS RESERVATIONS reserves the right to:

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

3.12 DEFAULT CONDITIONS. If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, NOLA-PS will have the right (without limiting

any other rights or remedies that it may have in the contract or by law) to terminate this contract with five (5) days written notice to the Proposer.

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

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

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

3.15 DELIVERIES required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments (if applicable) designated on the purchase order to the NOLA-PS, 2401 Westbend Parkway, New Orleans, LA. 70114, delivery hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. NO DELIVERIES WILL BE ACCEPTED AFTER 4:00 P.M.

3.16 OTHER REQUIREMENTS. Any problems or discrepancies that are not covered by the above requirements should be directed to the Executive Director of Procurement, Paul A. Lucius in the Euna Solutions Procurement Portal for a determination or clarification prior to any action taken on said problem or discrepancy. If the Proposer fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.

3.17 FUNDING OUT CLAUSE. The term of this Contract is a commitment of the NOLA-PS's current revenue only.

3.17.1 The Board retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.

3.17.2 The contract is conditioned on a best effort attempt by the Board to obtain and appropriate funds for payment of the contract.

3.18 NON-APPROPRIATION OF FUNDS. Renewal of this Contract, if any, will be in accordance with Applicable LAW concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this RFP/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 RFP/Contract and/or any Purchase Order are commitments of the current revenue of NOLA-PS only.

3.19 NO WAIVER OF IMMUNITY. NOLA-PS does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.

3.20 COMPLIANCE WITH LAWS. Vendor shall comply with all applicable federal, state, local, and State of Louisiana laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

3.21 ALL CONTRACTS AND AGREEMENTS between Merchants and NOLA-PS shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws, if applicable. Reference: Uniform Commercial Code or latest, Official Text.

3.22 GOVERNING LAW AND EXCLUSIVE VENUE. The laws of the State of Louisiana, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving NOLA-PS must be brought exclusively in the state and federal courts located in New Orleans, Louisiana, and the parties hereby submit to the exclusive jurisdiction of said courts.

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

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

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

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

3.25 ORDERING PROCEDURES. A purchasing commitment represents an obligation to pay a Vendor for future delivery of goods or services. NOLA-PS's purchase commitments are made

via Purchase Orders. No payments will be made for work performed or goods delivered before a Purchase Order is issued by the Procurement Department.

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

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

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

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

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

(3) The Contractor will not discharge or in any other maimer 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, timeless 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 finish 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 p1.nposes 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 mils 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, 1oan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.0 SPECIFICATIONS

SPECIFICATIONS:

1. Tasks and Services

Monthly Consultant Activities

- ✓ Develop a complete understanding of OPSB areas of exposure and consult with OPSB about short- and long-term solutions
- ✓ Provide a monthly briefing on market conditions and review of company(ies) financial status.
- ✓ Provide insurance expertise, evaluation of insurance market options and reviews of insurance markets on an ongoing basis.
- ✓ Provide written reports and advisory services as is customarily expected from a professional broker.
- ✓ Monitor and advise when new insurance forms (ISO and others) are approved for use in the State of Louisiana.
- ✓ Provide OPSB a monthly status report reflecting time spent and activities performed during the month.

Quarterly Consultant Activities

- ✓ Provide OPSB with quarterly reports for all commercial policies detailing loss information per line of insurance. These reports shall show claims opened and closed and claims reserved and paid by policy year (including all allocated loss adjustment expenses) until all claims are closed. These reports shall be cumulative for policy year and not just activity for the quarter. Information to be reflected in the quarterly report for each individual claim shall include but not be limited to the following.
  - Date of Loss;
  - Status of claim (open, closed, reopened);
  - Brief Description of Loss;
  - Name of school;
  - Amount of claim as indicated below (by coverage code, if coverage code is applicable);
    - Total Incurred;
    - Amount paid;
    - Amount reserved;
    - Amount recovered;

- Amount of loss adjustment expenses; and
- Net Incurred

Annual Consultant Activities

Insurance Policy Consultation:

- ✓ Act as broker for all insurance policies included in the organization's Property & Casualty programs placed during this contract. At our option, current policies may be renewed up to the three-year contract period under the current agent/broker.
- ✓ Annual review of self-insurance contracts (and claims history as necessary). Determine whether the policies currently in force are appropriate in terms of coverage, carrier and price. Make recommendations and draft appropriate wording concerning any changes, modifications, consolidations, and/or additions in the terms, conditions and coverage limits needed to yield a comprehensive risk management program to protect the interests of OPSB.
- ✓ Update and analyze loss history to assist in determining the level of risk retention and transfer needed to protect OPSB from financial loss.
- ✓ Assist in identifying and evaluating existing and emerging exposures to risk.
- ✓ Make recommendations regarding carriers, coverage, limits, terms, conditions and exposures. Identify programs, products and insurers capable of meeting OPSB insurance needs.
- ✓ Assist in the preparation of bid specifications, in compliance with OPSB procurement procedures, for markets capable of quoting coverage.
  - Identify and organize pertinent information in order to market and place insurance programs and coverage.
  - Assist OPSB in bidding and placing excess property and liability insurance as requested by OPSB. Market broadest coverage at the most reasonable cost for exposures presented by OPSB. Monitor market response and status of proposals. OPSB insists on working directly with underwriters in a team effort with its broker.
  - Verify the accuracy of all rates, rate classifications and premiums charged.
  - Assist OPSB's evaluation team in the evaluation of the results of each solicitation. It should include a comprehensive financial analysis, a review of the appropriateness of retention levels assumed and insurance limits purchased, and recommendations for selection of an insurer(s).
  - Present a risk management plan, including alternative risk financing techniques, for each type of risk when insurance cannot be obtained due to inappropriate cost or lack of required coverage in the marketplace.
  - Review insurance policies upon receipt to determine compliance with insurance requested for those exposures that OPSB insures.
  - Have new coverage in place by expiration/anniversary date of existing coverage not being renewed.

- ✓ Act as an advisor to OPSB for specialty insurance coverage that may be outside the normal market of the selected consultant. Develop and implement insurance and/or self-insurance programs in response to new exposures presented by OPSB. Write new forms (manuscript policies) of coverage to specifically ensure new initiatives.
- ✓ Provide premium allocation services to assist OPSB with properly distributing costs to external partners (i.e., Charter Management Organizations) ensuring accurate cost-sharing.
- ✓ Assist OPSB in providing annual premium estimates for future budgeting purposes.
- ✓ Provide evaluation, training, and education related to loss control, safety, claims management, and related topics around risk management (semi-annually/as requested).

Claims Management Consultation:

- ✓ Advocate for OPSB on any disputed or problem claims.
- ✓ Assist OPSB in meeting claims reporting requirements in the event of major losses.
- ✓ Serve as a resource for catastrophic or unusual claims.
- ✓ Monitor large claims and provide coordination between the excess carrier and OPSB.

Contractual Consultation:

- ✓ Provide verification of coverage as needed by OPSB to satisfy lessee, contractors, and other parties from whom OPSB seeks services or the use of equipment and/or facilities.
- ✓ Prepare insurance certificates and endorsements as requested by OPSB or its suppliers, contractors, or vendors for all commercial policies.
- ✓ Provide recommendations as to risk related issues in OPSB contractual arrangements.
- ✓ Attend meetings, as requested, with representatives of OPSB, insurers and others.
- ✓ Assist in developing uniform insurance requirements within OPSB's contracts. Review exceptions on an individual basis.

Loss Control/Prevention Consultation:

- ✓ Review and prepare an in-depth evaluation of the existing safety and loss control program. Determine improvements that will result in a comprehensive safety and loss control program that will reduce losses and create a safer work environment for OPSB's workforce. Provide recommendations for improvements, new targeting thresholds, and elements of standard service based on industry practices and historical loss results. Provide a methodology to quantify OPSB's return on investment in the loss control function based on the data elements available.
- ✓ Assist with the loss control inspections and the boiler and machinery inspection program.
- ✓ Serve as a resource for risk control and risk analysis services.
- ✓ Consult on the design of any new loss prevention programs as needed.
- ✓ Review and comment on insurer loss control recommendations as needed.

Insurance Market Consultation:

- ✓ Provide continuing advice on insurance industry customs, practices, current developments, and other technical matters.
- ✓ Consult with OPSB in discussions related to premium methodology and square footage rates for property value determinations.
- ✓ Provide periodic market updates (quarterly/as requested).
- ✓ Serve as a resource for special projects.
- ✓ Provide OPSB with special reports upon request.
- ✓ Provide, on a timely basis as determined by OPSB, answers and clarification obtained from insurers, underwriters or adjusters regarding coverage or claims questions.

Stewardship Report

- ✓ Prepare a comprehensive stewardship report with quantitative measures of productivity at the end of each fiscal year or as requested. (OPSB's fiscal year is from July 1 through June 30.) The report shall include but not limited to
    - o A policy schedule including policy periods, limits, carriers, premiums, and brief coverage description.
    - o Recommendations for improving the present program and suggested long-term objective for OPSB's program.
    - o A status report on the current state of the insurance market and estimated future status.
    - o Recommendations on risk retention and transfer based on market conditions.

Transition Period

- ✓ Prior to the contract's expiration, the consultant awarded this contract will assist the subsequent consultant during a transition period designated by OPSB.

2. Deliverables

- ✓ Monthly status report reflecting time spent and activities performed shall be delivered by last working day of each month.
- ✓ Quarterly loss history reports for each line of coverage placed through the consultant will be delivered on the following dates: January 1, April 1, July 1, and October 1.
- ✓ Comprehensive stewardship report shall be delivered no later than June 30th each fiscal year.
- ✓ Upon termination of the contract, a final report, consisting of the results of all completed projects that have not yet been reported to OPSB, the status of any projects or activities not completed, and any final recommendations, shall be delivered no later than two (2) weeks prior to the termination date.

5.0 SPECIAL TERMS & CONDITIONS

5.1.0 AWARD OF CONTRACT

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

5.2.0 DEVIATIONS AND EXCEPTIONS TO REQUIREMENTS

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

6.0 EVALUATION CRITERIA /PROCESS

EVALUATION OF PROPOSALS

The evaluation of the proposal will be performed by a committee consisting of designees of NOLA-PS. It is critical to the ultimate award of this Request for Proposal the proposal be complete and accurate. While cost is an important factor, it should be understood that the NOLA-PS is under no obligation to accept the lowest proposal. In evaluating qualified proposals, the following considerations will be taken into account for award recommendations (if applicable).

	Evaluation Criteria	Score
1.	Firm's Experience in Performing Risk Management Consulting Services	20
2.	Firm's Risk Management Methodology and Approach	20
3.	Qualifications of Key Personnel and Organizational Capacity	15
4.	Firm's Understanding of OPSB's Needs & Public-Sector Risk Environment	15
5.	Quality and Relevance of Client References	10
6.	Disadvantage Business Enterprise	10
7.	Cost	10
Total Points		**100 Points**

7.0 PROPOSAL FORMS/SUBMISSIONS

7.1 PROPOSAL SUBMISSION REQUIREMENTS

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

1. Three (3) to Five (5) client references (see attached form) from school districts to show evidence of past Risk Management Consulting Services. References must include the complete name of the district and individual contact name, title, phone and email information.

2. A summary of any litigation filed against your company or any of its employees in the past three (3) years which is related to the service that the company provides in its regular course of business. The summary should state the nature of the litigation, a brief description of the case, the outcomes or projected outcomes, and the monetary amounts involved.

3. A summary of any litigation filed against any entity by you or any of your principals or employees in the past ten (10) years.

7.2 SUBMITTAL REQUIREMENTS/SPECIFICATIONS:

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

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

Proposal Response Format (Proposal Response Not to exceed 20 Pages). This page limit applies to the narrative proposal only and does not include required forms, appendices, resumes, or sample work submitted under Tab 11).

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

A. **Tab 1 – Cover Letter –** *Letter of Interest/Executive Summary*
   a. Must be on Firm's Letterhead
   b. Signed by authorized company official/agent of the firm who is committing to a potential contract with NOLA-PS
   c. Include primary contact person

B. **Tab 2 – Description of Firm's Background**
   a. Brief summary of professional experience
   b. Number of years in business

c. Firm's goal and objectives
d. Firm's overall organizational focus

C. **Tab 3 – Experience and Qualifications of Firm**
   a. Describe the firm's ability to provide the product/service as described in the RFP

D. **Tab 4 – Methodology and Approach**
   a. Describe the firm's approach to carrying out the product/service as described in the RFP (Scope of Work, Specifications, and Special Terms and Conditions)
   b. Include similar projects

E. **Tab 5** – **Firm's Financial & Compliance Standing**
   A statement of the firm's financial stability and ability to complete all services. In addition, provide an explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated. If default occurred, list name, address, and telephone number of the party. If NO such termination occurred for default, declare it. The District will evaluate the facts, and may, at its sole discretion, reject the vendor's proposal.

F. **Tab 6 – Timeline (**Table Form)
   a. Include start date, end state, activity, and team member's (s') assigned to complete activity

G. **Tab 7 – Project Staff**
   a. Brief summary of backgrounds, qualifications, and experiences of all staff/team members participating with the project
   b. Include the role and responsibility of each team member on this project

H. **Tab 8** – **Firm's Organizational Chart**
   a. Include Key Members and Titles

I. **Tab 9 – References** – (Provide three (3) to Five (5) References of similar scope)
   a. Include organization's name
   b. Industry Type
   c. Contact name, title, phone number, and email address
   d. Contract Date(s) or Years of Service(s)

J. **Tab 10 – Proposal Cost**

K. **Tab 11 – Appendices**
   a. NOLA-PS Forms (Completed and signed by authorized company official/agent of the firm who is committing to a potential contract with NOLA-PS) – **(Appendix A)**
   b. DBE Required Documents **(Appendix B)**
   c. Resumes or CVs of project participants
   d. Sample Work (if requested)

APPENDIX A

NOLA-PS Required Documents

Please ensure that your proposal includes the following required documents:

Appendix A – NOLA- PS Required Documents:

☐ NOLA-PS Cover Sheet - (RFP/RFQ Cover Sheet)

☐ 8.0 Authority to Contract on behalf of Company

☐ 9.0 Cost Proposal Form

☐ 10.0 References

☐ 11.0 Indemnity & Insurance

☐ 12.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-

☐ 13.0 Certifications Regarding Lobbying

☐ 14.0 Proposer's Certification

☐ 15.0 Non-Collusion Statement

☐ 16.0 Vendor Registration Form

☐ 17.0 Orleans Parish School Board Standards Prohibiting Conflicts of Interest

☐ 18.0 Proposer Guaranties and Warranties

☐ 19.0 Edgar Contract Addendum

8.0 <u>Authority to Contract on behalf of Company</u>

PRINCIPALS OF THE COMPANY

PRESIDENT: _____

VICE-PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

PROPOSER: _____

SIGNATURE: _____

NAME: _____

ADDRESS: _____

CITY, STATE, and ZIP: _____

AREA CODE & PHONE: _____

EMAIL: _____

LIST THE PROPOSER'S FEDERAL TAX IDENTIFICATION NUMBER _____

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

_____
_____
_____

9.0 Cost Form

ORLEANS PARISH SCHOOL BOARD

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

RFP NO. 27-0068

RISK MANAGEMENT CONSULTING SERVICES

State your proposed annual fee. The annual fee will be evaluated over the initial three-year term. Proposers should also indicate whether the annual fee will remain the same during any optional renewal periods.

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

_____

Fee: _____
(in figures)

Fee: _____
(in words)

NAME: _____ **TITLE**: _____

COMPANY: _____

SIGNATURE: _____ **DATE**: _____

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

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

Signature _____ Date _____

10.0 REFERENCES

Please complete References below:

1. School System_____

   Contact Name_____

   Address_____

   Telephone number_____

   Fax number_____

2. School System_____

   Contact Name_____

   Address_____

   Telephone number_____

   Fax number_____

3. School System_____

   Contact Name_____

   Address_____

   Telephone number_____

   Fax number_____

4. School System_____

   Contact Name_____

   Address_____

   Telephone number_____

   Fax number_____

5. School System_____

   Contact Name_____

   Address_____

   Telephone number_____

   Fax number_____

11.0 INDEMNITY AND INSURANCE

A. The Contractor shall indemnify and hold harmless the NOLA-PS, its Board Members, Officers, Staff Directors, etc. for and against any and all losses, damages, and liabilities whatsoever for injury to or death of persons, or loss of or damage to property, including Government property of any kind or nature caused by, or arising out of the performance of the work or services required hereunder by the contractor or the officers, employees, or agents of the Contractor.

B. The Contractor shall, as a minimum, obtain and maintain during the entire period of performance of this contract insurance provided by insurers authorized to transact business in the State of Louisiana, has and maintains a minimum of a "A" rating or better financial size category as shown in the most current AM Best Company ratings the following coverage placements:

1. Workers Compensation and Employers Liability: Workers' Compensation insurance limits as required by the Statutory Labor Code of the State of Louisiana and Employer's Liability coverage with a minimum limit of $1,000,000. The policy shall include a waiver of subrogation in favor of the District (NOLA-PS).
2. General Liability insurance including Products/Completed Operations Coverage and Contractual Coverage. The minimum limits of liability for bodily injury shall be $1,000,000 per occurrence and $1,000,000 aggregate and for property damages no less than $1,000,000 per occurrence and $1,000,000 aggregate. The policy shall include a waiver of subrogation in favor of the NOLA-PS. The additional insured endorsement will also be needed.
3. Automobile Liability insurance including coverage on all non-owned and hired vehicles used in conjunction with the contract. Minimum limits of liability

   $250,000/$500,000 bodily injury and $100,000 Property Damage. The policy shall include a waiver of subrogation in favor of the NOLA-PS.
4. The proposer guarantees to give a minimum of thirty (30) days written notice of cancellation, major change, or expiration of insurance.
5. The proposer shall furnish the NOLA-PS with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The NOLA-PS will be shown as the certificate holder.

ADDITIONAL INSURANCE REQUIREMENTS

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

Signature: _____ **Date:** _____

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

(1) The prospective lower tier participant certifies, by submission of this 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 proposer 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.

13.0 CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards (exceeding $100,000 in Federal funds) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Vendor: _____

Address of Vendor: _____

Title of Submitting

Official: _____

Signature: _____

Date: _____

14.0 PROPOSER'S CERTIFICATION

TO: ORLEANS PARISH SCHOOL BOARD

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 Proposal No. 27 – 0068 | Risk Management Consulting 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 Proposals for providing the service as listed above.

2. This proposal is submitted on behalf of:

   Company: _____

   Address: _____

   City: _____ State: _____ Zip: _____

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

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

Signature of Company Representative:_____

Representative's Title: _____ Date: _____

15.0 NON-COLLUSION STATEMENT

State of Louisiana

Parish of Orleans

_____,

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

_____

(Signature)

ORLEANS PARISH SCHOOL BOARD
Procurement Department

16.0 VENDOR REGISTRATION FORM

☐ Individual

☐ Business

DATE (MM/DD/YYYY): _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

TAX ID NO: _____

DUNS NO. _____

☐ DBE Vendor Name of Certifying Agency _____

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

☐ MANUFACTURER ☐ DISTRIBUTOR ☐ SALES OFFICE ☐ SERVICES ☐ STATE CONTRACT NO. _____

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

_____

_____

_____ _____

COMPANY REPRESENTATIVE TITLE

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

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

17.0 ORLEANS PARISH SCHOOL BOARD STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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 Executive Director of Procurement.

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

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

Authorized Signature _____

Title _____

Company Name _____

Date _____

18.0 PROPOSER GUARANTIES AND WARRANTIES

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

Signature of Official: _____

Name (printed): _____

Title: _____

Firm: _____

Date: _____

19.0 EDGAR CONTRACT ADDENDUM

VENDOR NAME

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

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

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

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

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

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

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

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

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part,

1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

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

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

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

H. Debarment and Suspension (Executive Orders12549 and12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by NOLA-PS, the vendor certifies that during the term of an award for all contracts by NOLA-PS resulting from this procurement

process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non – Federal award.

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

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

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

3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES___ Initials of
Authorized Representative of vendor

J. Procurement of Recovered Materials Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains

to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed $10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program fur procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

Does vendor agree? YES___ Initials of
Authorized Representative of vendor

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

regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____

APPENDIX B

Disadvantaged Business Enterprises Required Documents

Please ensure that your proposal includes the following required documents:

Appendix B – Disadvantaged Business Enterprises Required Documents:

☐ DBE Responsiveness Form 1

☐ DBE Responsiveness Form 2

☐ Professional Services Compliance Certification Checklist (must be notarized)

☐ Verification of DBE Certification Form

OPSB DBE POLICY, PROVISIONS & PROCEDURES
FOR ALL OPSB SOLICITATIONS:
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

I. Orleans Parish School Board Policy -Disadvantaged Business Enterprise

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

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

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

II. Provisions

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

III. Administrative Procedures

A. Certification

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

B. DBE Compliance

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

C. DBE Participation

1. **DBE Participation for Professional Services**: The *Most Qualified Respondent* shall submit the following information on the DBE Responsiveness Forms 1 & 2, as attachments with proposals for professional services before the deadline reflecting:
   a. The names and addresses of all DBE firms that will participate in the contract;
   b. The dollar amount commitment of the participation of each DBE firm participating in the contract;
   c. Written confirmation from the named DBE(s), verifying their participation in the contract, as provided in the commitments made under (a) and (b) above;
   d. Submit Verification of DBE Certification Form;
   e. If the contract target goal is not met, written evidence of Good Faith Efforts are verified via OPSB DBE Compliance Officer. If the DBE Compliance Office determines the Respondent did not perform Good Faith Efforts satisfactory, then all related points shall be deducted within the category of the rubric, or recommended for rejection.

2. For all OPSB solicitations that are awarded based on evaluation criteria the DBE documentation must be submitted with the proposal by the proposal submission deadline.

3. It is the policy of the board that all contracts correctly show the agreed upon DBE percentage (goal) for that project prior to the signing of the contract. Any variation must be subject to agreement of the contracting entity and the board.

4. Upon receipt of the above-referenced materials, the DBE Representative shall then render opinion to the board as to whether the *Most Qualified Respondents* has satisfied the DBE contract goal or if not has demonstrated their satisfactory good faith efforts.
   If it is determined by the board that the *Most Qualified Respondent* has not satisfied the DBE contract goal or shown satisfactory good faith effort to do so, the Response may be rejected as non-responsive to the DBE contract goal, and consideration may then be given to the next *Most Qualified Respondent*. The procedure set forth in this section shall

be repeated with each successive apparent lowest Respondents until the lowest Respondents satisfying the DBE contract goal or showing satisfactory good faith effort is determined.

5. It is the Policy of the Board to ensure that DBE subcontractors on OPSB contracts receive prompt payment for services rendered. The DBE Representative shall establish written procedures to ensure that DBE subcontractors are timely paid by General Contractors. Such written procedures shall be set forth in the time period, within which payments to DBE subcontractors shall be made by General Contractors.

D. Outreach

1. In recruiting potential Economically Disadvantaged Businesses, part of our outreach efforts consist of participating in the following:
    a. Small Business – Industry Day Events
    b. Business to Business Trade Shows
    c. Procurement and Supply Chain Conferences
    d. Supplier Diversity Conferences and Certification Seminars

2. Engaging all Contractors, Material Providers, Professional Service Consultants/Vendors and Community Organizations with Certified DBE Membership

3. Attend programs sponsored by government, non-profit and private entities where opportunities to network are maximized including but not limited to:
    a. Conducting monthly vendor assistance meetings for potential client
    b. Conducting one-on-one vendor assistance meetings for potential clients

E. Good Faith Efforts

1. A Respondent's compliance with the requirement to make Good Faith Efforts to locate and engage the services of DBE businesses in connection with the Project shall be a matter of Respondents responsiveness. The Respondents can demonstrate that it has complied with the requirement by certifying to the DBE Executive Director or his/her designee in writing, that as of the date of the Response submittal:

    a. the Respondents has selected and engaged the services of DBEs, in which case the certification shall include:
        i. the names and addresses of those enterprises engaged by the Respondents
        ii. the value of the subcontract and
        iii. a description of the work on the Project to be performed by such firm(s) and/or individuals, or
    b. if despite the Respondent's Good Faith Efforts, the Respondents was not able to select and engage the services of such enterprises, in which case the Respondents shall include in its written certification the following:
    c. affirmation that, prior to determining that it was unable to locate DBEs, the Respondents consulted business registries including those identified by the School District;
    d. affirmation that the Respondents attended any pre-Response meeting scheduled to inform DBEs of subcontracting opportunities;

e. a copy of the written notifications sent to DBEs soliciting their interest in being a subcontractor or supplier on the Project;
f. the names, addresses, and telephone numbers of DBEs contacted, the date of such contact and the date set for receipt of Responses from those businesses;
g. a copy of the information or a description of the information provided to DBEs regarding the plans and specifications for the work proposed to be subcontracted and how that information could be accessed;
h. a statement from the Respondents explaining why any DBEs contacted by Respondents were not engaged

2. Upon the Respondents application for waiver of the DBE goals, based on the above circumstances, the DBE Executive Director and Committee shall determine whether or not the Respondents satisfied the good faith effort and shall make the appropriate recommendation.

3. Upon written request of the DBE Executive Director, the Respondents will attend a meeting of the Orleans Parish School Board to discuss the specific measures the Respondents has utilized in undertaking the Respondent's Good Faith Efforts.

F. Calculations

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

   c. Only DBEs that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.

   d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

   e. OPSB through the DBE Director will review the contractor's DBE involvement efforts throughout contract performance. Such review will include but will not be limited to, the contractor's and the DBE's quarterly statements of income from the District, which shall document the portion of said income paid to DBE. The Contractor agrees to supply copies of any documentation the District requires in order to complete such a review.

G. Procurement Management

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

H. Staff Contract Review Committee (services)

1. The purpose of the Staff Contract Review Committee (SCRC) is to review all contracts involving goods/services and professional services and make recommendations on a suitable percentage and feasible areas of DBE participation.
2. The SCRC consists of the DBE Executive Director (who facilitates the meeting), and designated OPSB Representatives.
3. At the Staff Contract Review Committee meeting the operations department head or representative and/or consultant will make a presentation on each contract brought before the SCRC being considered for public Response. Details provided include the project cost, subcontract areas, percentage of associated cost of each subcontract area recommended for DBE participation and the recommended goal.

I. DBE Committee

1. The DBE Committee is responsible for setting the DBE participation goal for each project. The specific goal will be set on a project-by-project basis. Upon receipt of all information relative to and closing of the Response process the DBE Committee consisting of the DBE Executive Director, the Procurement Director and the Head of the Department seeking the Procurement, and in the case of Capital Projects the Executive Director of Facilities/Capital Projects/Operations shall then make a recommendation to the Superintendent as to whether the lowest Respondents/offeror has agreed to satisfy the DBE contract goal, or if not has demonstrated satisfactory good faith efforts to satisfy the DBE contract goal. In determining the percentage of participation by certified DBEs, the DBE Committee shall consider the following:

    a. The type or nature of the work required under the contract
    b. The estimated dollar amount of the contract
    c. The availability of subcontractors for the project
    d. Whether the items of work have been broken down to the smallest reasonable components to facilitate DBE participation target goal up to 35% (Thirty Five Percent) pursuant to the Board's policy.

J. Involvement in Response Process

The DBE Program is responsible for the following Response process:

1. Consult with Program Management (Capital Projects and/or Facilities), Division Chief, or Departmental Representative on each solicitation to ensure that every item of work has been broken down to the smallest reasonable components to facilitate DBE participation.
2. Attend pre-Response/pre-proposal conferences and offer instruction(s), and clarification on DBE Response specifications procurement policy and procedures for sub-contracting.
3. Answer questions posed by prime contractors at pre-Response conferences relative to DBE issues.
4. Provide written responses to detailed questions posed by prime contractors on DBE issues.
5. Consult with Legal Department before releasing responses, as they may have legal considerations.
6. Review Response specifications for consistency with goals established by Staff Contract Review Committee.
7. Review participation summary sheets to determine if the percentage and DBE dollar amount of subcontract work reported is consistent with established goals.
8. Review DBE vendor listing to determine if DBE firm listed on participation summary sheet is certified to perform required work.
9. Review affidavit(s) and supporting documents for consistency in instances when DBE goals are not met, and "good faith effort" is submitted.
10. Verify DBEs submitted responses which indicate that they were not interested in pursuing work with prime contractors.
11. Review quality of good faith effort, analyze and make an assessment on same (i.e., whether the prime contractor attended pre-Response meetings, advertised in a general circulation and trade association publications concerning DBE opportunities and allowed them reasonable time to respond, provided written response to a reasonable number of DBE firms and allowed them to participate effectively, followed up initial solicitation of interest by contacting DBEs to determine for sure if they were interested in Responding specific portions of the work was selected to be performed by DBEs to increase likelihood of meeting DBE goals, provided interested DBEs with adequate information about the plans, specifications and requirements of the contract, negotiated in "Good Faith" with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities, stated in writing reason for rejecting DBEs as unqualified, used the services of available community organizations, small and/or disadvantaged business groups, local state and federal small or disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms, and made sufficient efforts to negotiate with DBEs for specific subcontractor Responses).
12. Make presentations to appropriate committees and full Board on Response disputes and other DBE participation concerns.
13. Provide signed affidavits to Legal Department in instances where litigation is required in Response disputes.
14. Participate as witnesses in depositions and court cases involving Response disputes.

K. Regulatory Compliance | Monitoring

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

1. Review Board Reports for approved names of prime contractors, DBE Subcontractors percentage of participation and areas of work to be performed.
2. Advise prime contractors in writing through the appropriate forms provided, that the percentage and dollar amount of work to be performed on each contract may not be changed, and any changes in DBE subcontractor will require prior DBE Office approval, and monthly report forms on the status of contract expenditures will be submitted.
3. Advise DBE Subcontractors in writing as to which prime contractor will be utilizing that firm, the dollar amount of participation, percentage of participation and notification that any changes in acceptances of the subcontract should be reported immediately to the DBE office.
4. Advise prime contractors of the need to complete monthly compliance reports two (2) weeks before due date.
5. Attend Internal Stakeholder-Contractor progress meetings.
6. Attend Owner-Architect-Contractor (OAC) progress meetings.
7. Review monthly/quarterly compliance reports for instances of non-compliance.
8. Conduct site visit to job sites (i.e. conduct visual inspection of labels on trucks and equipment, determine how many workers are present, determine nature of work being performed).
9. Interview Internal and/or External Stakeholders (i.e., clarify what work is being performed, inquire how often Prime Contractor visits job site, inquire to determine if there are any problems which need to be addressed).
10. Make follow-up phone calls to prime contractors to determine why participation is not in compliance.
11. Schedule meetings with both Prime Contractors and DBE Subcontractors in instances of non-compliance or where problems are evident.
12. Send follow up correspondence detailing non-compliance and penalties for same.
13. Take required action in instances of fronting and non-compliance.

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 7th day following the end of the previous month. Prime Contractor must submit the combined report to Owner and Owner's Program Manager with monthly pay application/invoice, or by the 14th day following the end of the previous month. Failure to complete all DBE reports properly or late submittal, may constitute the 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 recompete remaining subcontract. Contractor must also request a *Subcontractor Release Notification Form*, from OPSB Procurement Office**,** for each subcontractor that is released prematurely.

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

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

D. DBE Report IV: Minority/Female Participation

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

Orleans Parish School Board - Disadvantaged Business Enterprise Program

DBE 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:☐ SLDBE 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.

ORLEANS PARISH SCHOOL BOARD

DBE RESPONSIVENESS FORM 2

SUBCONTRACTING STRATEGY FOR DBE PARTICIPATION

Business Name: _____ **Project Name/Number:** _____

Business Contact Information: _____

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

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

DBE Subcontractor | Supplier Subconsultant	Scope of Work Professional Service | Materials	Subcontract Value	Percent of Prime Contract
		Total Subcontractor(s) Value below:	**Total % below:**

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

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

Signature: _____

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

Report for month of: _____
Year: 20_____

DBE PROFESSIONAL SERVICES MOBILIZATION REPORT 1: CONTRACTING COMPLIANCE

(To be submitted by the initial meeting. Failure to submit completed report constitutes non-compliance with OSPB DBE Policies.)

Business Name: _____ **Project Name & Number:** _____

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

Business Principal Contact Information:

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

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

PART A: Subcontractor Utilization

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

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

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

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

PART B: Summary of DBE participation for current reporting period

Total Amount Billed by Contractor this Period: $ _____ **DBE percentage of Total Billed this Period: _____ %

Total Amount Billed by DBEs this Period: $ _____ Total Amount Billed by Non-DBEs this Period: $ _____

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

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

Total Amount Paid by Contractor to DBEs to Date: $ _____ Total Amount Paid by Contractor to Non-DBEs to Date: $ _____

PART D: Report Certification

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

(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ **Title:** _____ **Date:** __

Report for month of: _____
20_____

ORLEANS PARISH SCHOOL BOARD

DBE PROFESSIONAL SERVICES MOBILIZATION REPORT 2: GOOD FAITHEFFORTS

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

Business Name: _____

Project Name & Number: _____

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

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

Contract buy-out complete as of **No additional subcontracts available.** **(Initial)**

☐ _____ _____
(Date: MM-DD-YYYY)

(Complete PART C – Report Certification only)

PART A: Good Faith Efforts

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

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

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

PART B: Evidence of Good Faith Efforts

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

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

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

2). List all LAUCP* DBE and SLDBE Firms contacted, the portions of work/materials/services for which solicited, initial/follow-up communication, and the result of communication. Also specify the name and title of Representative(s) that conducted the outreach communication. Include additional pages if needed.

DBE Firm Name	DBE Contact Name	Phone Number/ E-Mail Address	Date of Initial/First Contact	Method of Initial/First Contact	Scope of Work/Materials/ Services Solicited	Provided Copy of Plans/ Specifications (Y/N)	Result of Initial/First Communication *(e.g., plans to respond, not interested, no response, etc.)*	Date of Follow-Up Contact	Method of Follow-Up Contact	Result of Follow-Up Communication *(e.g., plans to respond, not interested, etc.)*	Name and Title of Representative Conducting Outreach *(i.e., initial and follow-up contacts)*

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

3). For contracts (i.e., for work/materials/services provided) awarded to Non-DBE firms; list all DBEs that submitted competing Responses for the work/materials/services. Specify reason for rejecting DBE Response, including date and method of notification. If rejection based on price competitiveness, include price variance between DBE and winning Non-DBE Response *(note that price variance information is for internal office use only and will remain confidential)*. **Note: At minimum all scopes of work, listed in Part B.1., should be included below. Use additional sheets if needed.**

Scope of Work/ Materials/Services Priced in Response	**Non-DBE Firm Awarded Contract**	**DBE Firm That Submitted Competing Response** *(Use multiple lines if more than one DBE Submitted Response for same work/material/services. If no competing DBEs Response, mark 'No DBE')*	**Date DBE Response Received**	**DBE Response Reviewed By** *(Specify Name and Title of Representative)*	**Reason for Rejection Price Competitiveness?** *(Yes or No)*	**Price Variance Between Winning Response and Rejected DBE Response (+/-)**	**Reason for Rejection, Other than Price Competitiveness** *(Be Specific)*	**Method of Notification to Rejected DBE**
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		

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

PART C: Report Certification

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

(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ **Title:** _____ **Date:** _____

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

ORLEANS PARISH SCHOOL BOARD

DBE PROFESSIONAL SERVICES MOBILIZATION REPORT 3

ANTICIPATED MOBILIZATION | COMPLETION DATES

Business Name: _____ **Project Name/Number:** _____

Business Contact Information: _____

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

Prime Operator must provide a mobilization strategy of anticipated DBE participation for this project. Plan shall incorporate actions to be taken by the Respondent proposed Subcontractors/Suppliers, and shall correlate with project schedule submitted to the Owner/Owner's Representative. **Respondents**: must submit form within 10 days after notice to proceed has been issued. Provide attachments if necessary.

DBE SUBCONTRACTOR	ANTICIPATED MOBILIZATION DATE	ANTICIPATED COMPLETION DATE

NOTE: ***Failure to complete this form properly or late submittal, may constitute the Respondents as being Non-Responsive, and sufficient cause for Non-Compliance.***

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

Signature: _____

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

ORLEANS PARISH SCHOOL BOARD

DBE PROFESSIONAL SERVICES COMPLIANCE CERTIFICATION CHECKLIST

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

Business Name: _____

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)
☐ DBE Mobilization Report 1_____(Initial)
☐ DBE Mobilization Report 2_____(Initial)
☐ DBE Mobilization Report 3_____(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: _____

ORLEANS PARISH SCHOOL BOARD

Report for month of: _____
Year: 20_____
Correlates with Pay Application #_____

DBE REPORT 1: CONTRACTING COMPLIANCE

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

Business Name: _____ **Project Name & Number:** _____

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

Business Principal Contact Information: _____

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

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

PART A: Subcontractor Utilization

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

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

DBE REPORT I: CONTRACTING COMPLIANCE *(continued)*

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

PART B: Summary of DBE participation for current reporting period

Total Amount Billed by Contractor this Period: $ _____ **DBE percentage of Total Billed this Period: _____ %

Total Amount Billed by DBEs this Period: $ _____ Total Amount Billed by Non-DBEs this Period: $ _____

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

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

Total Amount Paid by Contractor to DBEs to Date: $ _____ Total Amount Paid by Contractor to Non-DBEs to Date: $ _____

PART D: Report Certification

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

(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ **Title:** _____ **Date:** _____

Report for month of: _____
20_____
Correlates with Pay Application #_____

ORLEANS PARISH SCHOOL BOARD

DBE REPORT 2: GOOD FAITH EFFORTS

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

Business Name: _____

Project Name & Number: _____

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

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

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

PART A: Good Faith Efforts

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

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

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

PART B: Evidence of Good Faith Efforts

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

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

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

2). List all LAUCP* DBE and SLDBE Firms contacted, the portions of work/materials/services for which solicited, initial/follow-up communication, and the result of communication <u>for report month only</u>. Also specify the name and title of Representative(s) that conducted the outreach communication. Include additional pages if needed.

DBE Firm Name	DBE Contact Name	Phone Number/ E-Mail Address	Date of Initial/First Contact	Method of Initial/First Contact	Scope of Work/Materials/ Services Solicited	Provided Copy of Plans/ Specifications (Y/N)	Result of Initial/First Communication *(e.g., plans to respond, not interested, no response, etc.)*	Date of Follow-Up Contact	Method of Follow-Up Contact	Result of Follow-Up Communication *(e.g., plans to respond, not interested, etc.)*	Name and Title of Representative Conducting Outreach *(i.e., initial and follow-up contacts)*

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

3). For contracts (i.e., for work/materials/services provided) awarded to Non-DBE firms <u>for report month</u>, list all DBEs that submitted competing Responses for the work/materials/services. Specify reason for rejecting DBE Response, including date and method of notification. If rejection based on price competitiveness, include price variance between DBE and winning Non-DBE Response *<u>(note that price variance information is for internal office use only and will remain confidential)</u>*. **Note: At minimum all scopes of work, listed in Part B.1., should be included below. Use additional sheets if needed.**

Scope of Work/ Materials/Services Priced in Response	**Non-DBE Firm Awarded Contract**	**DBE Firm That Submitted Competing Response** *(Use multiple lines if more than one DBE Submitted Response for same work/material/services. If no competing DBEs Response, mark 'No DBE')*	**Date DBE Response Received**	**DBE Response reviewed By** *(Specify Name and Title of Representative)*	**Reason for Rejection Price Competitiveness?** *(Yes or No)*	**Price Variance Between Winning Response and Rejected DBE Response/Proposal (+/-)**	**Reason for Rejection, Other than Price Competitiveness** *(Be Specific)*	**Method of Notification to Rejected DBE**
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		
						$		

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

PART C: Report Certification

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

(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ **Title:** _____ **Date:** _____

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

Report for month of: _____
Year: 20_____
Correlates with Pay Application #_____

ORLEANS PARISH SCHOOL BOARD

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

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

Business Name: _____

Project Name/Number: _____

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

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

PART A: Action Taken/Efforts Made

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

☐Ensured and maintained a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.

☐Established and maintained a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions had employment opportunities available, and maintained a record of the organization's responses.

☐Maintained a current file of names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual.

☐Provided immediate written notification to the Director and the Owner when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

☐Developed on-the-job training opportunities and/or participated in training programs for the area which expressly included minorities and women.

☐Disseminated the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting the EEO obligations.

☐Reviewed, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions.

☐Disseminated the Contractor's EEO policy externally by including it in any advertising in the news media.

☐Directed recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to Contractor's recruitment area and employment needs.

☐Encouraged present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.

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

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

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

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

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

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

Additional Steps Taken/Good Faith Efforts:

PART B: Report Certification

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

true and correct.

Signature:_____ **Title:** _____

Date: _____

Report for month of: _____
Year: 20_____
Correlates with Pay Application #_____

ORLEANS PARISH SCHOOL BOARD

DBE REPORT 4: MINORITY | FEMALE PARTICIPATION

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

Business Name: _____

Project Name & Number: _____

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

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

PART A: Payroll Information

List Payroll Periods reflected in this report.

Payroll#: _____ **, For Week Ending:** _____ (MM/DD/YYYY) **Payroll#:** _____ **, For Week Ending:** _____ (MM/DD/YYYY)

Payroll#: _____ **, For Week Ending:** _____ (MM/DD/YYYY) **Payroll#:** _____ **, For Week Ending:** _____ (MM/DD/YYYY)

Payroll#: _____ **, For Week Ending:** _____ (MM/DD/YYYY) **Payroll#:** _____ **, For Week Ending:** _____ (MM/DD/YYYY)

PART B: Employee Information

List all employees included on Certified Payrolls for most recent Pay Application below. Duplicate form if additional space is needed.

Employee Name & Last 4 Digits of SS# OR Full Employee ID#	Physical Address (Street, City, State, Zip Code)	Phone Number	Race	Gender (M/F)	Work Classification	Date Hired	Hourly Rate of Pay	Hours Worked*

Note: List Hours Worked as reported on Certified Payrolls for most recent Pay Application (i.e., sum of all hours for each week for each employee).

DBE REPORT 4: MINORITY | FEMALE PARTICIPATION *(continued)*

Employee Name & Last 4 Digits of SS# OR Full Employee ID#	Physical Address (Street, City, State, Zip Code)	Phone Number	Race	Gender (M/F)	Work Classification	Date Hired	Hourly Rate of Pay	Hours Worked*

***Note: List Hours Worked as reported on Certified Payrolls for most recent Pay Application (i.e., sum of all hours for each week for each employee).**

PART C: Minority/Female Participation Summary

Combined Total Hours Worked: _____

Total Hours Worked by Minority Employees: _____ **Percentage of Combined Hours Worked by Minority Employees:** _____%

Total Hours Worked by Female Employees: _____ **Percentage of Combined Hours Worked by Female Employees:** _____**%**

PART D: Report Certification

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

(Print Name Company Representative Preparing/Submitting Report)

Signature: _____ **Title:** _____

Date: _____

Report for month of: _____
Year: 20_____
Correlates with Pay Application #_____

ORLEANS PARISH SCHOOL BOARD

CONTRACTOR COMPLIANCE CERTIFICATION CHECKLIST

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

Business Name: _____

Project Name & Number: _____

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

Business Principal Contact Information: _____

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

I_____**hereby certify that,**
(Print Name & Title of Company Representative)

_____ **has complied with all Disadvantaged Business**
(Print Business Name)

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

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

Signature:_____ **Date:**_____

***Supporting Documents Attached:**

☐ DBE REPORT 1: Contracting Compliance_____(Initial)
☐ DBE REPORT 2: Good Faith Efforts_____(Initial)
☐ DBE REPORT 3: Affirmative Action Steps | Equal Employment Opportunity Efforts_____(Initial)
☐ DBE REPORT 4: Minority | Female Participation_____(Initial)
☐ 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: _____

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

COMPLAINT FORM
OPSB-DBE FORM
(OVERVIEW)

In an effort to improve oversight, accountability, and compliance on the Orleans Parish School Board's procurements, the Disadvantaged Business Enterprise Office facilitates the reporting of complaints and allegations of wrongdoing ("complaints") against the Orleans Parish School Board's Contractors[1]. Complaints that may be reported include, but are not limited to:

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

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

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

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

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

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

Confidentiality

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

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

DBE COMPLAINT FORM
OPSB-DBE FORM

RFP/RFQ/P.O./Response/Solicitation/Other #: _____

Project Description: _____

Check one or more box:

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

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

_____

_____

_____

_____

_____

Complainant (Name and/or Firm): _____

Address: _____ City _____ State _____ Zip _____

Telephone: _____ Fax: _____ E-Mail: _____

By: _____ _____ _____/_____/_____

(Signature) (Title) (Date)

Office Use Only

Date received by OPSB ____/____/____

Received by _____
(Initials)

Initial Action Taken on ____/____/____

Initial Action Taken:

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

DBE Vendor Directories and Certification Information

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