



ORLEANS PARISH SCHOOL BOARD

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

INVITATION TO BID NO. 24-FAC-0031

FURNITURE, FIXTURES, AND EQUIPMENT

ELECTRONIC BID SUBMITTAL DEADLINE: FRIDAY, OCTOBER 13, 2023 @ 10:00 A.M.

BIDDER: _____

SIGNATURE: _____

NAME (PRINT OR TYPE): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

TERMS: _____

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

ADVERTISEMENT

INVITATION TO BID NO. 24-FAC-0031

FURNITURE, FIXTURES, AND EQUIPMENT

Electronic Responses to Invitation to Bid relative to the above will be received via email submission to the Procurement Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 until **10:00 A.M. (CST) on Friday, October 13, 2023.**

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

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

Paul A. Lucius
Executive Director of Procurement

FIRST INSERTION DATE: THURSDAY, SEPTEMBER 21, 2023
SECOND INSERTION DATE: THURSDAY, SEPTEMBER 28, 2023

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1.0 OVERVIEW

1.1 Introductions to Bidders

One signed original bid shall be submitted electronically and clearly marked: INVITATION TO BID NO. 24-FAC-0031 ON OCTOBER 13, 2023 AT 10:00 A.M. to the Executive Director of Procurement, Paul A. Lucius: procurement@nolapublicschools.com

All visitors to NOLA-PS are required to check in at the lobby receptionist desk and to wear mask if required.

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

No Bid will be accepted after October 13, 2023 @ 10:00 A.M. under any conditions, unless in the best interest of NOLA-PS by an addendum notification.

Last Day for Questions @ 4:00 P.M. (CST)	Tuesday	October 3, 2023
Last Day for Addendum	Tuesday	October 6 – 9, 2023
BID SUBMISSION DEADLINE no later than 11:00 A.M.		October 13, 2023
Oral Presentations (if applicable)		N/A
Evaluation Committee Meeting		N/A
Award Notification (approximate)		TBD
Execution of Agreement (approximate)		TBD

CODE OF SILENCE:

From the date the ITB 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 ITB, or ITB 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 Director of Procurement, or questions made at Pre-Bid conferences, in presentations before evaluation committees, or during contract negotiations. Proposers who violate this Code of Silence may be deemed non-responsive, and their bid may be rejected for cause.

INVITATION TO BID DOCUMENTS: A complete set of Request for Bid documents shall be used in preparing bids; 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 Bid Documents.

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

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

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

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

BID FORMAT: Bids should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the ITB. 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 bids on the basis of the evaluation factors contained in this ITB. Fee structure/pricing will be considered, but will be one among many determining factors. The NOLA-PS may cancel this ITB, reject bids 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 their certification letter for eligibility with the offer/response to this solicitation.

The Proposer shall submit the following forms below:

- DBE Responsiveness Form 1 (page 52)
- DBE Responsiveness Form 2 (page 53)
- DBE Certification Letter (for each company)
- DBE Good Faith Efforts (Pages 54 - 60)
- DBE Professional Services Compliance Certification Checklist

DBE Provisions (Attached), which is hereby made a part of this RFP. Failure to include DBE participation or full documentation of Good Faith Efforts; including all authorized signatures and proper notary, shall cause a firm's bid to be non-responsive and just cause for rejection.

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

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

All Vendors awarded a contract under this bid 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 the Invitation to Bid is to partner with a reputable and qualified company to provide Furniture, Fixtures, and Equipment.

1.3 School District Profile

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

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

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

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

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

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

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

CONTRACT AWARD: The bid will be awarded to the lowest responsible and responsive Bidder that meets or exceeds the specifications/scope of work outlined in the Bid Documents. NOLA-PS reserves the right to the sole judge to determine “meets or exceeds.”

CONTRACT TERM: NOLA-PS reserves the right to procure the services/goods as described in this Bid and enter into a contract as described with the ITB. 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 Bid.

BID SUBMISSION: One electronic original Bid document to be submitted as per date and time established/set within this Invitation To Bid.

INQUIRIES: NOLA-PS will not give verbal answers to inquiries regarding the Request for Bids, 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 at plucius@nolapublicschools.com. All inquiries will be answered in the form of an addendum after the pre-bid 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.

INVITATION TO BID DOCUMENTS: A complete set of Request for Bids documents shall be used in preparing bids. 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 Bid Documents.

OPEN COMPETITION: NOLA-PS encourages free and open competition. Whenever possible, specifications and bid 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 bid 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 bids submitted in response to this ITB 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 bids will be evaluated by the ITB Evaluation Committee that will conduct an independent, objective evaluation of bids for Finance Augmented Services. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the proposers. Before beginning the evaluation process, the Evaluation Committee must review the ITB, 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 Invitation To Bid for Sports Equipment.

REVIEW AND EVALUATION OF BIDS:

A Finance Department representative shall serve as the Evaluation Committee coordinator and is solely responsible for disseminating all information received during the ITB 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 bids on a qualitative basis. This includes our review of the firm(s) bid and related materials for evidence of prior experience, value-added services beyond the scope of work, qualifications of staff to be assigned to the project, cost effectiveness, and the Proposer’s completeness and timeliness in its response, etc.

ADDENDUM TO INVITATION TO BID: 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 ITB in writing and request the modification or clarification desired. NOLA-PS will issue an addendum to evidence any revisions or amendments made to this ITB. 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 ITB. Addenda are made available on the NOLA-PS website under community/business resources/solicitations. Please acknowledge receipt of addendum on Signature Page.

All questions must be in writing and electronically submitted to the Executive Director of Procurement at plucius@nolapublicschools.com no later than **4:00 P.M. on Tuesday, August 30, 2022**. No addendum will be issued later than **Tuesday, September 6, 2022**, except an addendum withdrawing the bid or postponing the opening of the bid. 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.

2.0 SCOPE OF WORK

The purpose of the Invitation to Bid is to partner with a reputable and qualified company to provide Furniture, Fixtures, and Equipment as outlined in the list below.

Service & Support: In order to meet the specific needs of the District, the successful bidder will be required to provide, at a minimum, the following level of services.

- A company representative must be assigned to handle the District's account. This person must be readily accessible by telephone during normal business hours. The name and telephone number of this individual must be provided within the bid response.
- The representative must have the requisite knowledge of the requested furniture, fixtures, and equipment.
- 24-hour response to e-mail, phone or fax messages
- Ability to process orders for bulk requirements as well as single item orders
- Bids must include a complete list of the manufacturers for which the vendor is an authorized distributor. (**Attach as Exhibit 1**)
- **Shipping Terms:** Describe in detail your company's method of delivery (i.e. common carrier, fleet, etc.) (**Attach as Exhibit 2**)
- Acceptance of the total delivery by signature based on total package count and manifest does not represent transfer of responsibility to the District for the contents of each package. In the event of shortage, overage, or damage within the package, the vendor must cooperate with the District to resolve the issue.
- The vendor shall resolve all order and invoice discrepancies (e.g. shortage, overage, damage, etc.) within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the vendor shall take all of the steps the District deems necessary.
- Describe in detail your company's return policy with any appropriate copies of required documents (i.e. return for credit forms). The District desires the most streamlined process possible. (**Attach as Exhibit 3**)
- Products returned because shipped in error, quality issues, duplicated shipments, outdated products, etc., shall be picked up by the vendor within five (5) business days after notification, with no restocking fee, and shall be replaced with specified products, or the District shall be credited for the full purchase price within the same or next billing cycle.
- **Warranty:** The vendor shall unconditionally warrant all products; as being free from defects and capable of performing, when operated within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance of products, the vendor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the District and without charge to the District.

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 bid 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 bid or any amendments or addenda, participating in pre-bid meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Proposers pursuant to this ITB.
- 3.4 BEST AND FINAL OFFERS must be received by the date and time provided during discussions and/or negotiations, or the originally submitted bid will be used for further evaluation and award recommendation.
- 3.5 EVALUATION OF BIDS 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 bids alone. (See 6.0 Evaluation and Award of Bid(s))
- 3.6 WITHDRAWAL OF BIDS will not be allowed for a period of 120 days following the bid opening. Rejection or withdrawal after offer is accepted shall constitute a breach of contract.
- 3.7 RETENTION OF BID DOCUMENTATION. All bid materials and supporting documentation that are submitted in response to this bid 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 ITB, 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. Bids submitted to NOLA-PS as a result of this ITB 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 bid 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 bids 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 ITB, including, without limitation, the right to decide whether a bid substantially complies with the requirements of this ITB.

3.12 DEFAULT CONDITIONS. If the Proposer breaches any provision of the bid 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 bid. 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 ITB and the resulting contract, if any. NOLA-PS makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this ITB.
- 3.15 **DELIVERIES** required in this bid shall be freight prepaid F.O.B. destination and bid 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 Director of Purchasing Services 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 ITB/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 ITB/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 bid 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 ITB/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 ITB. 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 purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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

4.0 SPECIFICATIONS

The purpose of the Invitation to Bid is to partner with a reputable and qualified company to provide Furniture, Fixtures, and Equipment as outlined in the specifications below.

	Item Specification	Item Description - FP&C
1	1/4HP Bench Oscillating Sander	Sander
2	3HP Double Canister Dust Collector	Dust Collector for Sander
3	44"x22" Toolbox for Tormach Tools and Supplies	Toolbox
4	6" x 48" Disc Combo Sander	Combo Sander
5	Humidity Control Electronic Dry Cabinet	Humidity Controlled Storage Cabinet
6	NEXA3D XIP EDU Package	3D Printer
7	Raise 3D Pro3 Printer - more expensive from state vendor than online	3D Printer
8	Tormach AF50 Autofeed Bandsaw	
9	Epson S40600 Banner Maker	64" Large Format Printer
10	Janome 001MB7 Multi-Needle Embroidery Machine	Embroidery Machine
11	Bretford Double Sided Steel Book Cart	Book Cart
12	Califone Listening First	Stereo Jackbox - 4 Port
13	Classroom Select Mobile Double Sided Markerboard	Markerboard
14	Classroom Select NeoStak Stool 15" (5-5004129-670)	Stool
15	Classroom Select Storage Organizers (36 Compartments)	Storage Organizer - Shelves
16	Copernics Tech Tub2 Modular Cart (6-1566458-670)	Modular Cart
17	HamiltonBuhl On-Air! Podcast Kit	"On Air" Mic Setup
18	Lorell Fortress Series Steel Bookcase, 3 Shelves,	Bookcase, 3 Shelves
19	Anatamage Table + Cover	3D Medical Education Training Table
20	Knowbody teaching torso	Teaching Torso
21	Sam The Super Skelton	Skeleton
22	Glowforge Plus w/air filter	3D Printer
23	Interior Passageway Walk-through Metal Detector	Metal Detector
24	Concealed Weapon Detection Platform	Weapon Detection system
25	Mckesson 6 tube Centrifuge Machine	Centerfuge Machine
26	Universal Medical Cart - quote from state vendor is more expensive than online price	Medical cart
27	Infrared Vein Finder Viewer and Tourniquet Kit	Tourniquet Kit
28	Pediatric IV and Phlebotomy Practice Kit - leg kit	Phlebotomy Practice Kit - Leg Kit
29	Phlebotomy arm Wedges 5"	Phlebotomy Arm Wedges
30	Venous training arms	Venous training arms
31	Phlebotomy training kit	Phlebotomy Training Kit

	Item Specification	Item Description - FP&C
32	HP Designjet T253PS PS3 V4. It has both 36" roll and 24"roll.	Large Format Printers
33	TrueVIS VG3-640 64" TrueVIS Printer Cutter	Large Format Printers
34	Gfp 363TH 63" Top Heat Laminator (Stand, Foot Switch, and Rewind Included)	63" Large Format Laminator

There are items that are identified in the Proposed Equipment List as a “State Contract Vendor.” For these items, the Entity will need to submit a copy of the State contract for each item that shows the State Vendor Number, the Item, and the cost for the items.

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 bid(s) is/are determined after evaluation by NOLA-PS to be the best value to NOLA-PS. To qualify for evaluation, a bid 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.

There are items that are identified in the Proposed Equipment List as a "State Contract Vendor." For these items, the Entity will need to submit a copy of the State contract for each item that shows the State Vendor Number, the Item, and the cost for the items.

6.0 MANDATORY QUALIFICATIONS

Submit this form with your Bid (along with requested documentation)

(Initial) _____ Experience (See attached Reference Form)

Submit a list of three to five (3-5) separate references where Bidder has provided like product(s) to three to five (3-5) separate K-12 School Districts. Submit entity name, contact name, phone number, and email. Do not submit a link to these, must be a written list. **(Reference Form is attached)**

(Initial) _____ Exhibits 1 – 3 are included in the Bid (Listed under Scope of Work)

- Submit Exhibit 1 – List of Manufacturers
- Submit Exhibit 2 – Shipping Terms: Describe method of delivery and include average lead-time after receipt of order
- Submit Exhibit 3 – Describe your company’s Return Policy

(Initial) _____ NOLA-PS Forms

- Submit all attached forms
 - ✓ Coversheet
 - ✓ Bid Price Form/Bid Pricing List
 - ✓ Cost Form
 - ✓ References
 - ✓ Indemnity and Insurance
 - ✓ Certification Regarding Lobbying
 - ✓ Bidder’s Certification
 - ✓ Non-Collusion Statement
 - ✓ Vendor Registration
 - ✓ W-9 Form (Link Provided)
 - ✓ Conflict of Interest
 - ✓ Bidder Guarantees and Warranties
 - ✓ DBE Forms
 - ✓ EDGAR Contract Addendum

(Initial) _____ Litigation Summary

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

Any Bidder who fails to meet any of the mandatory requirements will be considered non-responsive and will not be considered further by the District in this Procurement Process.

7.0 BID PRICE FORM

Bid Pricing List (Submit with your Bid)

Vendor Name:		Contact Person:		Email Address:		
Phone No.						
	Item Specification	Qty	Unit Price	Shipping Cost	Total Cost	Item Description - FP&C
1	1/4HP Bench Oscillating Sander	1				Sander
2	3HP Double Canister Dust Collector	3				Dust Collector for Sander
3	44"x 22" Toolbox for Tormach Tools and Supplies	1				Toolbox
4	6" x 48" Disc Combo Sander	1				Combo Sander
5	Humidity Control Electronic Dry Cabinet	1				Humidity Controlled Storage Cabinet
6	NEXA3D XIP EDU Package	1				3D Printer
7	Raise 3D Pro3 Printer - more expensive from state vendor than online	1				3D Printer
8	Tormach AF50 Autofeed Bandsaw	1				
9	Epson S40600 Banner Maker	1				64" Large Format Printer
10	Janome 001MB7 Multi-Needle Embroidery Machine	2				Embroidery Machine
11	Bretford Double Sided Steel Book Cart	4				Book Cart
12	Califone Listening First	32				Stereo Jackbox - 4 Port
13	Classroom Select Mobile Double Sided Markerboard	4				Markerboard
14	Classroom Select NeoStak Stool 15" (5-5004129-670)	35				Stool
15	Classroom Select Storage Organizers (36 Compartments)	8				Storage Organizer - Shelves
16	Copernics Tech Tub2 Modular Cart (6-1566458-670)	4				Modular Cart

Vendor Name:		Contact Person:		Email Address:		
Phone No.						
	Item Specification	Qty	Unit Price	Shipping Cost	Total Cost	Item Description - FP&C
17	HamiltonBuhl On-Air! Podcast Kit	5				"On Air" Mic Setup
18	Lorell Fortress Series Steel Bookcase, 3 Shelves,	24				Bookcase, 3 Shelves
19	Anatomage Table + Cover	1				3D Medical Education Training Table
20	Knowbody teaching torso	1				Teaching Torso
21	Sam The Super Skelton	1				Skeleton
22	Glowforge Plus w/air filter	1				3D Printer
23	Interior Passageway Walk-through Metal Detector	4				Metal Detector
24	Concealed Weapon Detection Platform	2				Weapon Detection system
25	Mckesson 6 tube Centrifuge Machine	3				Centerfuge Machine
26	Universal Medical Cart - quote from state vendor is more expensive than online price	3				Medical cart
27	Infrared Vein Finder Viewer and Tourniquet Kit	2				Tourniquet Kit
28	Pediatric IV and Phlebotomy Practice Kit - leg kit	6				Phlebotomy Practice Kit - Leg Kit
29	Phlebotomy arm Wedges 5"	2				Phlebotomy Arm Wedges
30	Venous training arms	10				Venous training arms
31	Phlebotomy training kit	10				Phlebotomy Training Kit
32	HP Designjet T253PS PS3 V4. It has both 36" roll and 24"roll.	2				Large Format Printers
33	TrueVIS VG3-640 64" TrueVIS Printer Cutter	2				Large Format Printers
34	Gfp 363TH 63" Top Heat Laminator (Stand, Foot Switch, and Rewind Included)	2				63" Large Format Laminator
Total:			\$	\$	\$	

Please specify which items are available for immediate shipment and provide an estimate time of delivery.

8.0 Cost Form



ORLEANS PARISH SCHOOL BOARD

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

**ITB NO. 24-FAC-0031
FURNITURE, FIXTURES, AND EQUIPMENT**

The **total cost** 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 bid 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 _____

9.0 REFERENCES

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

1. School System _____
Contact Name _____
Address _____
Telephone Number _____
Email Address _____

2. School System _____
Contact Name _____
Address _____
Telephone Number _____
Email Address _____

3. School System _____
Contact Name _____
Address _____
Telephone Number _____
Email Address _____

4. School System _____
Contact Name _____
Address _____
Telephone Number _____
Email Address _____

5. School System _____
Contact Name _____
Address _____
Telephone Number _____
Email Address _____

10.0 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.

10.1 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 bid, 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 bid.

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 bid 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 bid 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, bid, 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 bid is submitted for assistance in obtaining a copy of those regulations.)
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification that a prospective participant in a lower tier covered transaction has not been debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.0 CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name of Vendor: _____

Address of Vendor: _____

Title of Submitting

Official: _____

Signature: _____

Date: _____

12.0 BIDDER'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 **Invitation To Bid No. 24-FAC-0031 | Furniture, Fixtures, and Equipment. 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 Bids for providing the service as listed above.

2. This bid 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 Bid form.

4. In submitting this bid, the Proposer agrees to the terms and conditions of the Invitation to Bid, including the Specifications and instructions to Proposers. If this bid 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 bid is required to be attached and submitted with the Bid Documents.

Signature of Company Representative: _____

Representative's Title: _____ Date: _____

13.0 NON-COLLUSION STATEMENT

State of Louisiana

Parish of Orleans

_____.

States that he/she is _____ (a partner of the firm, officer of the corporation, or individual making the foregoing bid 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 bid are true.

(Signature)



ORLEANS PARISH SCHOOL BOARD
Procurement Department

14.0 VENDOR REGISTRATION FORM

Individual

Business

DATE (MM/DD/YYYY): _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

TAX ID NO: _____

DUNS NO. _____

DBE Vendor Name of Certifying Agency _____

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

MANUFACTURER DISTRIBUTOR SALES OFFICE SERVICES STATE 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>.

15.0 ORLEANS PARISH SCHOOL BOARD STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

16.0 BIDDER 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 bid 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:

17.0 EDGAR CONTRACT ADDENDUM

VENDOR NAME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

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

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email Address: _____

Date: _____



OPSB DBE POLICY | PROVISIONS AND 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 bidders for each contract or purchase being bid. At no time shall any School Board department, school or representative exclude any responsive bidder from participation in, deny any person the benefit of, or otherwise discriminate against anyone in connection with the award and performance of any contract or purchase on the basis of race, color, sex, or national origin.

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

The Superintendent shall be responsible for maintaining appropriate administrative regulations and procedures assigned to ensure participation of certified economically disadvantaged businesses in purchasing, procurement, and 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 Certified DBE Firms, which possess a current DBE Certification letter. To be qualified as a DBE for OPSB purchasing agreements and/or procurement contracts, a firm must be certified as a DBE by the Louisiana Unified Certification Program (LAUCP) or any of the following five (5) agencies conducting DBE certification within the City of New Orleans. These five agencies are: The City of New Orleans, Sewage and Water Board of New Orleans, New Orleans Aviation Board (NOAB), New Orleans Regional Transit Authority (RTA) and Harrah's Casino DBE Program. The lists are not an endorsement of the quality of performance of the firm listed therein; but is simply an acknowledgment of the firm's eligibility as a DBE, once a DBE Certification letter is submitted for verification.



B. DBE Compliance

1. The Orleans Parish School Board's Disadvantaged Business Enterprise (DBE) Program shall apply to this solicitation and contract. It is the policy of the OPSB to practice nondiscrimination based on social and economic disadvantage, race, color, disability, national origin, gender identity, sex, age, disability, marital status, sexual orientation, religion or veteran status. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon the *Professional Consultant / Most Responsible and Responsive Bidder* satisfying the OPSB DBE Program goal assigned to the particular contract. The Proposer/ Offeror/Bidder shall agree to use its best efforts, as determined by the DBE Committee in accordance with the factors set forth in the DBE Program to meet the contract goal for DBE participation in the performance of this contract. **Thus, a Contractor/Professional Consultant's desire to self-perform any scope of work/service does not preclude DBE participation or Good Faith Efforts towards the same.**

C. DBE Participation

1. DBE Participation for Professional Services: The *Professional Consultant*, shall submit the following information on the DBE Responsiveness Forms 1 & 2, as attachments with proposals for professional services before the proposal submission deadline reflecting:
 - a. The names and addresses of all DBE firms that will participate in the contract;
 - b. The dollar amount commitment of the participation of each DBE firm participating in the contract;
 - c. Written confirmation from the named DBE(s), verifying their participation in the contract, as provided in the commitments made under (a) and (b) above;
 - d. Submit copy of DBE Certification letter of participating firm(s);
 - e. If the DBE target goal is not met, written evidence of Good Faith Efforts are verified via OPSB DBE Compliance Officer.
2. DBE Participation for Public Works and Materials & Supplies: The *Most Responsible and Responsive Bidder* shall submit the following information on the DBE Responsiveness Forms 1 & 2, via post-bid submittals' attachments with bids within ten (10) days after the bid opening regarding public works reflecting:
 - a. The names and addresses of all DBE firms that will participate in the contract;
 - b. The dollar amount commitment of the participation of each DBE firm participating in the contract;
 - c. Written confirmation from the named DBE(s), verifying their participation in the contract, as provided in the commitments made under (a) and (b) above;
 - d. Submit copy of DBE Certification letter of participating firm(s);



- e. If the DBE target goal is not met, written evidence of Good Faith Efforts are verified via OPSB DBE Compliance Officer.
3. For all OPSB solicitations that are awarded based on evaluation criteria the DBE documentation must be submitted with the proposal by the proposal submission deadline.
4. It is the policy of the board that all contracts correctly show the agreed upon DBE percentage (goal) for that project prior to the signing of the contract. Any variation must be subject to agreement of the contracting entity and the board.
5. Upon receipt of the above-referenced materials, the DBE Representative shall then render opinion to the Board as to whether the *Most Responsible and Responsive Bidder* 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 Responsible and Responsive Bidder* has not satisfied the DBE contract goal, or shown satisfactory good faith effort to do so, the bid may be rejected as non-responsive to the DBE contract goal, and consideration may then be given to the next *Most Responsible and Responsive Bidder*. The procedure set forth in this section shall be repeated with each successive qualified proposer/apparent lowest bidder, until a responsible and responsive vendor satisfying the DBE contract goal, or showing satisfactory good faith effort is determined.
6. It is the Policy of the Board to ensure that DBE subcontractors with OPSB contracts receive prompt payment for services rendered. The DBE Officer shall establish written procedures to ensure that DBE subcontractors are timely paid by General Contractors. Such written procedures shall set forth 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 all programs sponsored by government, non-profit and private entities where opportunities to network are maximized including but not limited to:
 - a. Conducting monthly vendor assistance meetings for potential clients.



- b. Conducting one-on-one vendor assistance meetings for potential clients.

E. Good Faith Efforts

1. A Bidder's compliance with the requirement to make Good Faith Efforts to locate and engage the services of DBE businesses in connection with the Project shall be a matter of Bidder responsiveness. The Bidder shall demonstrate that it has complied with the requirement by certifying to the DBE Director in writing, that as of the date of the bid submittal:
 - a. The Bidder has selected and engaged the services of DBEs, in which case the certification shall include:
 - i. the names and addresses of those enterprises engaged by the Bidder
 - ii. the value of the subcontract and
 - iii. a description of the work on the Project to be performed by such firm(s) and/or individuals, or
 - b. If despite the Bidder's Good Faith Efforts, the Bidder was not able to select and engage the services of such enterprises, in which case the Bidder shall include in its written certification the following:
 - c. Affirmation that, prior to determining that it was unable to locate DBEs, the bidder consulted business registries including those identified by the School District;
 - d. Affirmation that the bidder attended any pre-bid meeting scheduled to inform DBEs of subcontracting opportunities;
 - e. A copy of the written notifications sent to DBEs (within five (5) business days of the first public advertisement), soliciting their interest in being a subcontractor, consultant or supplier, according to the specifications of the solicitation;
 - f. The names, addresses, and telephone numbers of DBEs contacted, the date of such contact and the date set for receipt of bids from those businesses;
 - g. A copy of the information or a description of the information provided to DBEs regarding the plans and specifications for the work proposed to be subcontracted and how that information could be accessed;
 - h. An official statement, on company letterhead, from the Bidder explaining why any DBEs contacted by Bidder were not engaged, and a strategy to demonstrate Good Faith Efforts to achieve the DBE contract goal.
2. Upon the Bidders application for waiver of the DBE goals, based on the above circumstances, the DBE Director shall determine whether or not the bidder satisfied the Good Faith Efforts, and shall make the appropriate recommendation(s).
3. If any DBE Vendor is released prematurely, Good Faith Efforts must resume to identify a DBE replacement to re-bid remaining subcontract. Contractor must also adhere to A101 Contract, Article 5.2 and request a Subcontractor Release Notification Form, from DBE Director, for each DBE Subcontractor that is released prematurely.

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, subcontract, purchase order or trip ticket 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. However, all invoices/receipts must be submitted via DBE reports.
- 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 monthly and/or quarterly statements of income from the District, which shall document the portion of said income paid to DBE. The Contractor shall supply copies of any documentation the District requires in order to complete such a review.

G. Procurement Management

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

H. Staff Contract Review Committee (services)

1. The purpose of the Staff Contract Review Committee (SCRC) is to review all contracts involving public works, professional services and materials/supplies, to make recommendations on a suitable percentage and feasible areas of DBE participation.
2. The SCRC consists of the DBE Director (who facilitates the meeting), and



designated OPSB Representatives.

3. At the Staff Contract Review Committee meeting the operations department head or representative and/or consultant makes a presentation on each contract brought before the SCRC being considered for public bid. Details provided include the project cost, subcontract areas, percentage of associated cost of each subcontract area recommended for DBE participation and the recommended goal.

I. DBE Committee

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

II. Involvement in Bid Process

The DBE Program is responsible for the following bid process:

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



summary sheet is certified to perform required work.

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

K. Regulatory Compliance | Monitoring

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

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



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



DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING OVERVIEW

I. Responsiveness Reports:

Pertaining to Competitive Sealed Bids/Proposals/Invitations to Bid, the Lowest Apparent Bidder shall submit this form to the OPSB Procurement Office within 10 days after the bid opening date. Failure to properly complete this form, or Bidder/Proposer's failure to demonstrate Good Faith Efforts, may constitute the Bidder as being non-responsive and sufficient cause for rejection.

- A. **DBE Responsiveness Form 1** (Including an official copy of DBE Certification letter)
- B. **DBE Responsiveness Form 2**
- C. **DBE Post-Bid | Pre-Construction Compliance Certification Checklist** (notarized)

II. Pre-Construction Reports:

Used to set a baseline of anticipated DBE participation and document Good Faith Efforts used to reach established contract goal. The Prime Contractor must submit the DBE Pre-Construction Reports for review to demonstrate Good Faith Efforts, within ten (10) days, after the bid opening date. All Subcontractors, Consultants and Material Providers with agreements or contracts over \$50,000, must submit Pre-Construction Reports within ten (10) days, prior to mobilization. Prime or Subcontractor's desire to self-perform scope of work(s) does not preclude DBE participation, or Good Faith Efforts towards the same.

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

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

B. **Good Faith Efforts**

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

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

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

D. **Pre-Construction | Pre-Professional Service Cover Letter**

If DBE participation goal is not met at the Pre-Construction Phase, both the Prime Contractor and its Partners (identified by DBE Officer), must also submit a Pre-Construction Report Cover Letter, on company letterhead, including any relevant information explaining the circumstances surrounding the failure to meet DBE participation goal at the Pre-Construction Phase. Cover letter must also include specific information regarding Contractor and Subcontractor plan of action to continue demonstrating Good Faith Efforts in pursuit of DBE Participation Goal, until contract buy-out is 100% complete.



III. Monthly Contractor Compliance Certification Checklist: 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's 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 the Prime Contractor, Subcontractor(s), Consultants, or Material Provider's actual DBE participation, payments to DBEs, on-going good faith efforts to engage DBEs, and EEO/Affirmative Action compliance. Subcontractors, Consultants and Material Providers (with agreements/contracts over \$50,000), 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. Prime or Subcontractor's desire to self-perform scope of work(s) does not preclude DBE participation or Good Faith Efforts towards the same. Failure to comply with all applicable requirements, DBE reports, or late submittal, shall constitute the Bidder/Proposer as being Non-Responsive, and sufficient cause for Non-Compliance.

A. DBE Report I: Contracting Compliance

This report will show actual DBE participation and payments for both the reporting month and the contract to date. It will also collect information pertaining to individual vendors including subcontractor contact information, DBE status, scope(s) of work, contract amount, contract start date, and scheduled completion date. Contracting Compliance Reports will be compared to Contracting Schedules to determine whether or not *anticipated* DBE participation commitment is realized. *Anticipated* DBE participation will not suffice for compliance goals. *Actual* DBE participation must be confirmed. Contractor and identified partners 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.

Good Faith Efforts Reports will be required for all Contractors, Subcontractors, Consultants and Material Providers throughout the buy-out period for respective contracts. Once contracts are bought out, shortened (i.e., Part C only completed), meticulous Good Faith Efforts Reports will satisfy monthly GFE reporting requirements. However, if any DBE Vendor is released prematurely, Good Faith Efforts must resume to identify a DBE replacement to re-bid remaining subcontract. Contractor must also adhere to A101 Contract, Article 5.2 and request a *Subcontractor Release Notification Form*, from DBE Director, for each DBE Subcontractor that is released prematurely.

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

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

D. DBE Report IV: Minority/Female Participation

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



Orleans Parish School Board Disadvantaged Business Enterprise Program (DBE)

DBE RESPONSIVENESS FORM 1

Solicitation No.: _____ Bidder/Offeror: _____

Project Name & Description: _____

THIS COMPLETED FORM SHALL BE FURNISHED TO THE DIRECTOR OF BUSINESS PARTNERSHIPS, VIA PROCUREMENT DEPARTMENT, IN CONJUNCTION WITH YOUR BID. FAILURE TO COMPLETE THIS FORM PROPERLY, SHALL CONSTITUTE THE BIDDER/OFFEROR, AS BEING NON-RESPONSIVE, AND SUFFICIENT CAUSE FOR REJECTION.

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

Please check the appropriate space:

[] The Bidder/Offeror is committed to achieving and/or exceeding the DBE target goal of 35% DBE utilization on this contract, before all acquisitions are complete.

[] The Bidder/Offeror is unable to meet the DBE target goal, but is committing to a minimum of 25% DBE utilization, and has completed and submitted DBE Responsiveness Form-3, including all required Good Faith Efforts documentation for approval, before signing of contract and/or purchase order, and shall achieve 35% DBE participation, before all acquisitions are complete.

[] The Bidder/Offeror does not intend to partner with certified DBE Vendors. Initials: _____

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

Telephone: _____ Fax: _____ E-Mail: _____

By: _____, _____ / ____ / ____
(Authorized Signature) (Title) (Date)

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

COMPLETED BY BIDDER:

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

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

Name of DBE Firm:

DBE Firm Owner or Contact:

Telephone: _____ Fax: _____ E-Mail: _____

DBE TYPE: [] SLDBE CERTIFIED [] LAUCP DBE CERTIFIED

[] DBE Certification Letter is attached

COMPLETED BY DBE FIRM (below):

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

By: _____, _____ / ____ / ____
(Authorized Signature) (Title) (Date)

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



DBE RESPONSIVENESS FORM 2

SUBCONTRACTING STRATEGY FOR DBE PARTICIPATION

Business Name: _____ Project Name/Number: _____

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

Provide a strategy to identify specific subcontracts that will be awarded to DBEs and anticipated DBE participation for project. This Plan shall incorporate actions to be taken by the Bidder's/Offeror's proposed DBE Subcontractors/Consultants/Suppliers.

Bidders/Offeror: Must submit form with bid/response. Provide attachments if necessary.

DBE Vendor	Scope of Work Construction Division(s) Materials	Contract Value	Percent of Prime Contract
TOTAL:			

NOTE: If the Bidder/Offeror 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: _____

(Authorized Signature)



ORLEANS PARISH SCHOOL BOARD

DBE RESPONSIVENESS FORM 3: GOOD FAITH EFFORTS

(Form must be submitted within 10 days of bid response. 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: 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 evidence of 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. **A Prime Contractor's desire to self-perform any scope of work does not circumvent DBE participation, nor Good Faith Efforts towards the same.**

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

DBE RESPONSIVENESS FORM 3: GOOD FAITH EFFORTS *(continued)*

PART B: Evidence of Good Faith Efforts

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

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

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

DBE RESPONSIVENESS FORM 3: 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 bids or proposals for the work/materials/services. Specify reason for rejecting DBE bid/proposal, including date and method of notification. If rejection based on price competitiveness, include price variance between DBE and winning Non-DBE bid/proposal (*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 Bid/Proposal	Non-DBE Firm Awarded Contract	DBE Firm That Submitted Competing Bid/Proposal <i>(Use multiple lines if more than one DBE Submitted bid for same work/material/services. If no competing DBEs bid, mark 'No DBE')</i>	Date DBE Bid/Proposal Received	DBE Bid/Proposal Reviewed By <i>(Specify Name and Title of Representative)</i>	Reason for Rejection Price Competitiveness? <i>(Yes or No)</i>	Price Variance Between Winning Bid/Proposal and Rejected DBE Bid/Proposal (+/-)	Reason for Rejection, Other than Price Competitiveness <i>(Be Specific)</i>	Method of Notification to Rejected DBE
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		
						\$		

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

DBE RESPONSIVENESS FORM 3: 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:** _____
(Authorized Signature)

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____



DBE POST-BID | 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: _____

Bidder's Name & 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, 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: _____
(Authorized Signature)

Date: _____

*Supporting Documents Attached:

- DBE Responsiveness Form 1 _____ (Initial)
- DBE Responsiveness Form 2 _____ (Initial)
- DBE Responsiveness Form 3 _____ (Initial)
- DBE Certification Letters (attached) _____ (Initial)

STATE OF LOUISIANA, ORLEANS PARISH IN WITNESS

WHEREOF, I have hereunto set my hand and official seal

this _____ Day of _____, 20 _____ .

Notary Public, State of Louisiana

My Commission Expires _____

DBE Vendor Directories and Certification Information

Resource	Contact Name	Contact Phone	Contact E-Mail Web Site
OPSB DBE Program	Jonathan Temple	(504) 304-3847 (o) (504) 206-6686 (m)	jtemple@nolapublicschools.com http://www.opsb.us
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