



ORLEANS PARISH SCHOOL BOARD

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

REQUEST FOR PROPOSAL NO. 24-0042

E-RATE SERVICE PROVIDER

ELECTRONIC PROPOSAL SUBMITTAL DEADLINE:

MONDAY, DECEMBER 11, 2023 @ 10:00 A.M.

VIRTUAL PRE - PROPOSAL MEETING: FRIDAY, NOVEMBER 17, 2023 @ 10:00 A.M.

PROPOSER: _____

SIGNATURE: _____

NAME (PRINT OR TYPE): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

TERMS: _____

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

ADVERTISEMENT

REQUEST FOR PROPOSAL NO. 24-0042

E-RATE SERVICE PROVIDER

Electronic Responses to Request for Proposal relative to the above will be received via email submission to the Purchasing Department for the Orleans Parish School Board (“OPSB” or “the District”) at 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114 until **10:00 A.M. (CST) on Monday, December 11, 2023.**

Specifications and qualifications 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 will host a Virtual Pre-Proposal meeting to be held on **Friday, November 17, 2023, at 10:00 A.M. (CST)**. The Virtual link can be found below:

Register in advance for this meeting:

https://us06web.zoom.us/meeting/register/tZYudOihqz4iEtY3KFjfFDG5mhHQOwpmj_u-

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

Paul A. Lucius
Executive Director of Procurement

FIRST INSERTION DATE: THURSDAY, NOVEMBER 2, 2023
SECOND INSERTION DATE: THURSDAY, NOVEMBER 9, 2023
THIRD INSERTION DATE: THURSDAY, NOVEMBER 16, 2023

TABLE OF CONTENTS

Request for Proposal / Invitation to Bid Instructions

- 1.0 Overview
 - 1.1 Instructions to Proposers
 - 1.2 Purpose
 - 1.3 School District Profile
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Specifications
- 5.0 Special Terms & Conditions
- 6.0 Evaluation Criteria / Process
- 7.0 Proposal Forms/Submissions Requirements & Specifications
 - 7.1 Proposal Submission Requirements
 - 7.2 Submittal Requirements/Specifications

Appendix A – NOLA-PS Required Documents

- 8.0 Authority to Contract on Behalf of Company
- 9.0 Cost Form
- 10.0 References
- 11.0 Indemnity and Insurance
- 12.0 Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
- 13.0 Certification Regarding Lobbying Form
- 14.0 Proposer's Certification Form
- 15.0 Non-Collusion Statement Form
- 16.0 Vendor Registration and W-9 Form Link
- 17.0 Conflict of Interest Form
- 18.0 Proposer Guaranties and Warranties
- 19.0 EDGAR Contract Form

OVERVIEW

1.1 Introductions to Proposers

One signed original proposal shall be submitted electronically and clearly marked: REQUEST FOR PROPOSAL NO. 24-0042 ON DECEMBER 11, 2023 AT 10:00 A.M. to Paul A. Lucius, Executive Director of Procurement: procurement@nolapublicschools.com.

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

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

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

No Proposal will be accepted after December 11, 2023 @ 10:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.

| | | |
|--|---------|--------------------------------|
| Pre-Proposal Meeting (via Virtual) | Friday | November 17, 2023 @ 10:00 A.M. |
| Last Day for Questions @ 4:00 P.M. (CST) | Tuesday | November 28, 2023 |
| Last Day for Addendum | Tuesday | December 5, 2023 |
| PROPOSAL SUBMISSION DEADLINE no later than 10:00 A.M. | | December 11, 2023 |
| Oral Presentations (if applicable) | | December 14, 2023 |
| Evaluation Committee Meeting | | December 14, 2023 |
| Award Notification (approximate) | | TBD |
| Execution of Agreement (approximate) | | TBD |

CODE OF SILENCE:

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

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

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

OBJECTION TO THE AWARD: If any Proposer who submitted a proposal 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 proposal receipt.

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

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

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

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

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

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

PROPOSAL FORMAT: Proposals should be prepared simply but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Please carefully read Sections as outlines within the Table of Contents. Emphasis should be on completeness and clarity of content.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM:

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

The Proposer shall submit the following forms below:

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

“DBE Provisions (Attached), which is hereby made a part of this RFP. Failure to include DBE participation; including all signatures and notary, shall cause a firm's proposal to be non-responsive and cause for rejection. **All DBE forms must be properly completed whether or not they are applicable to Proposer.**”

DBE PARTICIPATION HAS BEEN WAIVED FOR THIS SPECIFIC SOLICITATION

COMPUTED COST SCORE:

The cost evaluation shall constitute thirty percent (30%) for eligible goods and services and ten percent (10%) for ineligible goods and services of the total points assigned and will be based upon standard cost rates submitted by the proposers. The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

$$\text{CSF} = (\text{LPC}/\text{PC} * \text{X})$$

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

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

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

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

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

1.2 Purpose

The purpose of this Request for Proposals is to select providers of E-Rate Category 1 Services with the competencies, expertise and resources necessary to assist Orleans Parish School Board in effectively serving the technology needs of the school district. The technology infusion should provide the foundation for significantly improving student performance and administrative practices in support of teaching and learning.

Orleans Parish School Board wishes to enter into a partnership with private corporations for the purpose of implementing, refining and supporting a state-of-the-market technology infrastructure, which will support world-class education to the students and staff of Orleans Parish School Board. The selected provider(s) will work under the direction and supervision of the Director of Information Technology.

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.

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

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

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

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

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

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

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

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

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

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

TITLE VI SOLICITATION NOTICE:

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

EVALUATION PROCEDURES:

All proposals will be evaluated by the RFP Evaluation Committee that will conduct an independent, objective evaluation of proposals for E-RATE Service Provider. All members of the Evaluation Committee must execute a disclosure certifying they do not possess a conflict of interest with any of the proposers. Before beginning the evaluation process, the Evaluation Committee must review the RFP, concerning not only the scope of work but also the qualifications and the evaluation criteria. See Evaluation criteria – Section 6.0.

The purpose of the Evaluation Committee is to conduct an independent, objective evaluation of Request for Proposals for E-RATE SERVICE PROVIDER.

REVIEW AND EVALUATION OF PROPOSALS:

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

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

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

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

All questions must be in writing and electronically submitted to the Executive Director of Procurement at procurement@nolapublicschools.com no later than **4:00 P.M. on Tuesday, November 28, 2023**. No addendum will be issued later than **Tuesday, December 5, 2023 or 72 hours prior to proposal due date**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the qualifications response, to determine if addenda were issued and, if so, to acknowledge the addendum on the applicable form.

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

ORAL PRESENTATIONS via ZOOM: (Optional)
PRESENTATION DATES: December 14, 2023

NOLA-PS, at its sole discretion may invite the top two to four (2-4) Proposers to provide oral presentations and justify how they propose to meet the Districts’ objectives with **RFP No. 24-0042**. Commitments, if any, made by the Proposer at the oral presentation will be considered binding. The evaluation committee has the option to conduct initial reviews of proposals and only host oral presentations of the top 1 to 4 firms in the best interest of the District.

Each firm selected should be prepared to conduct a presentation to the NOLA-PS Evaluation Committee. The presentations must be shown that the firm clearly understands the requirements of the solicitation and possesses the knowledge, skills, and capacity to complete the work. Firms presenting for the oral presentation process will be notified of their allotted presentation time with the District on **Tuesday, December 12, 2023**. The time frame for the presentations will follow the schedule provided below:

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

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

2.0 SCOPE OF WORK/SERVICES

SCOPE OF SERVICES:

The work itself will consist of all aspects of technology acquisition, installation, and integration for which Orleans Parish School Board shall wish to contract with an eligible service provider or providers. The current technology program calls for the provision of network access services and support of technology equipment, software and services on an on-going basis. The Orleans Parish School Board will **only** consider firms with experience in providing the services specified.

The Internet, firewall and filter bundle should be able to handle the following functions:

Internet Service

1. Committed rate can change upon request
2. Current bandwidth is 1 Gbps at the District office and 1 Gbps at Mahalia Jackson. Vendor proposal should include at a minimum, pricing for speeds of 1 Gbps, 1.5 Gbps and 2 Gbps at each site.
3. Can handle VOIP traffic and cloud computing
4. 100% availability
5. District is willing to consider options that offer burstable speeds
6. To the extent the proposed solution includes E-rate ineligible services, the vendor must identify the portion of the service that is eligible for E-rate support

Firewall Service

1. Vendor equipment provided
2. Protection against viruses and attacks
3. Client to site and site to site VPN service

Filtering Service

1. Must be CIPA compliant
2. Web interface for customer to make changes

Requirements

1. Evening and weekend work may be required,
2. All costs related to the installation of the equipment (including all necessary materials, labor, etc.) will be the responsibility of the vendor.
3. The service must allow OPSB staff management access as well as monthly reporting tools(Analytics).
4. Vendor must have the ability to provide 24/7 support.
5. Vendor commitment is to respond to any outage within one (1) hour and a three (3) hour restoration of service. Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of shortage will be identified.
6. Vendor must provide sixteen (16) hours of training for three (3) OPSB staff members.
7. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right

and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

SCOPE OF SERVICES REPEATED IN SECTION 4.0 – SPECIFICATIONS

3.0 GENERAL TERMS AND CONDITIONS

3.1 SPECIFICATIONS:

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

award multiple contracts, award only one contract, or to make no awards rests solely with NOLA-PS. These facts should be taken into consideration by each Proposer.

- 3.10 OPEN RECORDS POLICY. NOLA-PS is a governmental entity subject to the Louisiana Public Information Act. Proposals submitted to NOLA-PS as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Proposer believes that its response, or parts of its response, may be exempted from disclosure under Louisiana law, the Proposer must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Proposer must specify which exception(s) to the Louisiana Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. NOLA-PS assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Proposers.
- 3.11 NOLA-PS RESERVATIONS reserves the right to:
1. Cancel this solicitation in whole or in part, at the sole discretion of NOLA-PS.
 2. Accept, reject, or negotiate modifications in any terms of the Proposer's proposal or any parts thereof.
 3. Conduct oral interviews/discussions or presentations necessary to select the best value Proposer and/or to obtain request for pricing.
 4. Reject and/or disqualify any or all proposals received.
 5. To award contracts for individual products or services as may appear advantageous.
 6. To negotiate separately in any manner necessary to serve the best interest of NOLA-PS.
 7. Waive any formalities, technicalities, or other defects if deemed in the best interest of NOLA-PS.
 8. Request clarification and/or correction by Proposer(s) to eliminate minor errors, clerical errors, and/or non-substantive irregularities.
 9. Be the sole judge of quality and equality.
 10. Award one or more contracts, in part or in whole, to a single or multiple Proposers, in NOLA-PS's sole discretion.
 11. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
- 3.12 DEFAULT CONDITIONS. If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, NOLA-PS will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract with five (5) days written notice to the Proposer.

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

- 3.13 QUANTITIES REQUIRED are substantially correct. The NOLA-PS reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.
- 3.14 NO GUARANTEE OF QUANTITIES. NOLA-PS makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. NOLA-PS makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.
- 3.15 DELIVERIES required in this proposal shall be freight prepaid F.O.B. destination and proposal prices shall include all freight and delivery charges. For shipments (if applicable) designated on the purchase order to the NOLA-PS, 2401 Westbend Parkway, New Orleans, LA. 70114, delivery hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. NO DELIVERIES WILL BE ACCEPTED AFTER 4:00 P.M.
- 3.16 OTHER REQUIREMENTS. Any problems or discrepancies that are not covered by the above requirements should be directed to the Director of Procurement, Dr. Shawan Bellow at sbellow@nolapublicschools.com for a determination or clarification prior to any action taken on said problem or discrepancy. If the Proposer fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner.
- 3.17 FUNDING OUT CLAUSE. The term of this Contract is a commitment of the NOLA-PS's current revenue only.
- 3.17.1 The Board retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
- 3.17.2 The contract is conditioned on a best effort attempt by the Board to obtain and appropriate funds for payment of the contract.
- 3.18 NON-APPROPRIATION OF FUNDS. Renewal of this Contract, if any, will be in accordance with Applicable LAW concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this RFP/Contract or obligation imposed on NOLA-PS by this Contract, NOLA-PS shall have the right to terminate this applicable Contract or any Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of NOLA-PS if it is determined by NOLA-PS, at its sole discretion, that there are insufficient funds to extend this Contract or any Purchase Order. The parties agree that this RFP/Contract and/or any Purchase Order are commitments of the current revenue of NOLA-PS only.
- 3.19 NO WAIVER OF IMMUNITY. NOLA-PS does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.
- 3.20 COMPLIANCE WITH LAWS. Vendor shall comply with all applicable federal, state, local, and State of Louisiana laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other

documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

- 3.21 ALL CONTRACTS AND AGREEMENTS between Merchants and NOLA-PS shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws, if applicable. Reference: Uniform Commercial Code or latest, Official Text.
- 3.22 GOVERNING LAW AND EXCLUSIVE VENUE. The laws of the State of Louisiana, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving NOLA-PS must be brought exclusively in the state and federal courts located in New Orleans, Louisiana, and the parties hereby submit to the exclusive jurisdiction of said courts.
- 3.23 PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200). When NOLA-PS seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). (See 17.0 EDGAR CONTRACT ADDENDUM)
- 3.23.1 All Vendors awarded a contract under this proposal must complete the NOLA-PS EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific NOLA-PS purchases using federal grant funds.
- 3.23.2 This information will be made available to the NOLA-PS for its use while considering their purchasing options when using federal grant funds.
- 3.24 WORKFORCE (IF APPLICABLE). Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which/shall be performed under this RFP/Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on NOLA-PS property, nor may such workers be intoxicated or under the influence of alcohol or drugs on NOLA-PS property.
- 3.25 ORDERING PROCEDURES. A purchasing commitment represents an obligation to pay a Vendor for future delivery of goods or services. NOLA-PS’s purchase commitments are made via Purchase Orders. No payments will be made for work performed or goods delivered before a Purchase Order is issued by the Procurement Department.

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

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

- 3.27 NO SUBSTITUTION. Any Purchase Order issued pursuant to a Contract shall conform to the specifications and descriptions identified in this RFP. Vendor shall not deliver substitutes without prior written authorization from NOLA-PS.
- 3.28 VENDOR PERFORMANCE. Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.
- 3.29 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees as follows:

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

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

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

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, 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

SCOPE OF SERVICES:

The work itself will consist of all aspects of technology acquisition, installation, and integration for which Orleans Parish School Board shall wish to contract with an eligible service provider or providers. The current technology program calls for the provision of network access services and support of technology equipment, software and services on an on-going basis. The Orleans Parish School Board will **only** consider firms with experience in providing the services specified.

The Internet, firewall and filter bundle should be able to handle the following functions:

Internet Service

1. Committed rate can change upon request
2. Current bandwidth is 1 Gbps at the District office and 1 Gbps at Mahalia Jackson. Vendor proposal should include at a minimum, pricing for speeds of 1 Gbps, 1.5 Gbps and 2 Gbps at each site.
3. Can handle VOIP traffic and cloud computing
4. 100% availability
5. District is willing to consider options that offer burstable speeds
6. To the extent the proposed solution includes E-rate ineligible services, the vendor must identify the portion of the service that is eligible for E-rate support

Firewall Service

1. Vendor equipment provided
2. Protection against viruses and attacks
3. Client to site and site to site VPN service

Filtering Service

1. Must be CIPA compliant
2. Web interface for customer to make changes

Requirements

1. Evening and weekend work may be required,
2. All costs related to the installation of the equipment (including all necessary materials, labor, etc.) will be the responsibility of the vendor.
3. The service must allow OPSB staff management access as well as monthly reporting tools(Analytics).
4. Vendor must have the ability to provide 24/7 support.
5. Vendor commitment is to respond to any outage within one (1) hour and a three (3) hour restoration of service. Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of shortage will be identified.
6. Vendor must provide sixteen (16) hours of training for three (3) OPSB staff members.
7. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right

and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

SPECIFICATIONS:

Internet/Firewall and Filter Hosted Services

Current Situation

The Orleans Parish School Board is seeking a partner or partner(s) to provide an internet, firewall and filter solution that is robust enough to handle all business solutions as well as the digital learning demands of our students. The preferred solution will be a bundled solution that includes firewall and filtering services either as a bundled cost or with separately priced components. Please note from an E-rate perspective a bundled solution is only eligible if the ineligible components are ancillary and do not have an identifiable cost. If vendors offer separate pricing for the Internet access, filtering, and firewall they must provide distinct pricing for each component

Pricing Model and Cost Assurances

As with any project, cost is a major consideration. However, any contract awarded as a result of this Request for Proposal will be awarded to the best proposed value proposition as determined by the Orleans Parish School Board (OPSB). It is appropriate to emphasize that the lowest proposal may not be considered the best.

Proposers are required to provide a proposed pricing model that will:

- Demonstrate throughout the life of the contract that the costs are competitive for the type of service provided. Be simple to administer as specific scopes of work are developed.
- Show individual pricing for each line item, service or product.
- Meet all statutory requirements for record-keeping, reporting, and auditing of public funds.
- Be flexible in working within established budgets.
- Comply with all USAC SLD requirements.
- Provide electronic billing and software to enable data contained in the invoices to be aggregated and disaggregated to allow for management and analysis of the information.
- All services will be billed directly to the address were the services are located.

Proposers are encouraged to provide any additional ideas, concerns or strategies for accomplishing the above. A specific quote is required for the scope of work defined by this Request for Proposal.

Networking Solutions/Systems Integration

Orleans Parish School Board requires a network that will continue to provide the district with an efficient and reliable pathway to support data, voice, and video information transfer capabilities within and external to the district. Reliability and performance are key requirements of this networking plan to support K-12 educational technology needs. The information below identifies the desired level of services requested by the District. However, the district also desires the ability to increase or decrease services based on business needs and as schools either join or leave the OPSB network.

The district is seeking bids for one (1) project: a hosted Internet/filter/firewall bundled solution, It is expected that this project will include some E-rate ineligible items. **Proposers are REQUIRED to identify the percentage of their solution that is ineligible for E-rate discounts as they must be evaluated separately from the eligible services.** Each listed site will be responsible for their own direct billing accounts.

For school year 2023-2024, the services in this Request for Proposal will support 1 school and the Orleans Parish School Board Office.

| Entity Number | Site Name | Address | Zip | |
|----------------------|-------------------------------------|-----------------------|------------|--|
| 79975 | Mahalia Jackson School | 2405 Jackson Avenue | 70113 | 29.942591802558052, 90.08672961777101 |
| 16043204 | NOLA Public Schools District Office | 2401 Westbend Parkway | 70114 | |
| | | | | |

5.0 SPECIAL TERMS & CONDITIONS

5.1.0 AWARD OF CONTRACT

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

5.2.0 DEVIATIONS AND EXCEPTIONS TO REQUIREMENTS

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

5.3.0 Disclosure of Third-Party Involvement

The OPSB recognizes the Proposer's need to respond to this RFP in a manner that is consistent with the Proposer's standard business practices and policies. However, should any proposer submit a proposal that requires third party involvement such as sub-contractors, full disclosure of that involvement should be included in the written proposal. This disclosure should include:

- a. An explanation of the Proposer's relationship to the third party
- b. A definition of responsibility for proposed deliverables
- c. A statement of the third party's credentials and qualifications
- d. An explanation of the proposed relationship between the third party and the District

6.0 EVALUATION CRITERIA /PROCESS

EVALUATION OF PROPOSALS

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

| Evaluation Criteria | | Score |
|----------------------------|---|-------------------|
| 1. | Cost of E-rate Eligible Goods and Services | 30 |
| 2. | State Contract Purchasing Option | 10 |
| 3. | Cost of E-rate Ineligible Goods and Services | 10 |
| 4. | Prior Experience* | 15 |
| 5. | Technical Solution and Qualifications** | 15 |
| 6. | Each product can be customer controlled | 10 |
| 7. | Local presence | 10 |
| | | |
| | * Prior experience with OPSB | |
| | **The overall quality of the technical solution and ability of the vendor to successfully complete the work. | |
| Total Points | | 100 Points |

7.0 PROPOSAL FORMS/SUBMISSIONS

7.1 PROPOSAL SUBMISSION REQUIREMENTS

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

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

7.2 SUBMITTAL REQUIREMENTS/SPECIFICATIONS:

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

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

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

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

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

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

B. Tab 2 – Description of Firm's Background

- a. Brief summary of professional experience
- b. Number of years in business
- c. Firm's goal and objectives
- d. Firm's overall organizational focus

C. Tab 3 – Experience and Qualifications of Firm

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

D. Tab 4 – Methodology and Approach

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

E. Tab 5 – Firm’s Financial & Compliance Standing

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

F. Tab 6 – Timeline (Table Form)

- a. Include start date, end state, activity, and team member’s (s’) assigned to complete activity

G. Tab 7 – Project Staff

- a. Brief summary of backgrounds, qualifications, and experiences of all staff/team members participating with the project
- b. Include the role and responsibility of each team member on this project

H. Tab 8 – Firm’s Organizational Chart

- a. Include Key Members and Titles

I. Tab 9 – References – (Provide three (3) to Five (5) References of similar scope)

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

J. Tab 10 – Proposal Cost (Complete Cost Form and Proposal Form)

K. Tab 11 – Appendices

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

In addition to Tab 1 through Tab 11, vendors must also submit the following information:

- Provide a description of Proposer’s company including certifications by FCC, LAPSC USAC and others as applicable.
- Provide information about services provided to other public entities.
- Provide availability/reliability statistics
- Describe plan for implementing the chosen services.
- Describe network management/maintenance strategy

- List all components of the network supported by respondent
- Describe point and mode of site attachment to the network
- Describe available support services.

APPENDIX A

NOLA-PS Required Documents

Please ensure that your proposal includes the following required documents:

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

8.0 Authority to Contract on behalf of Company

PRINCIPALS OF THE COMPANY

PRESIDENT: _____

VICE-PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

PROPOSER: _____

SIGNATURE: _____

NAME: _____

ADDRESS: _____

CITY, STATE, and ZIP: _____

AREA CODE & PHONE: _____

EMAIL: _____

LIST THE PROPOSER'S FEDERAL TAX IDENTIFICATION NUMBER _____

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

Identify parties:

9.0 Cost Form



ORLEANS PARISH SCHOOL BOARD

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

RFP NO. 24-0042

E-RATE SERVICE PROVIDER

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

Fee: _____
(in figures)

Fee: _____
(in words)

NAME: _____ **TITLE:** _____

COMPANY: _____

SIGNATURE: _____ **DATE:** _____

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

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

Signature _____ Date _____

Service shall be billed Month to Month

PROPOSAL FORM

RFP 24-0042

E-RATE SERVICE PROVIDER

IMPORTANT:

- 1. PLEASE INCLUDE ALL ASSUMPTIONS MADE for Equipment and Services (volumes, geography, existing vs. new infrastructure, scalability, maintenance effort etc.).
- 2. SPECIFICALLY IDENTIFY PRODUCTS/SERVICES THAT YOU BELIEVE ARE ELIGIBLE FOR E-RATE DISCOUNTS AND THOSE THAT ARE NOT ELIGIBLE AND PROVIDE SEPARATE PRICES FOR THE TWO GROUPS
- 3. PLEASE COMPLETE PROPOSAL FORM. Please list each specific component (SKU) required to complete a given project.

| Service Description (include SKU) | Price | |
|--|-----------------|-------------------|
| | Eligible | Ineligible |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | |

10.0 REFERENCES

Please complete References below:

1. School System _____
Contact Name _____
Address _____
Telephone number _____
E-mail _____

2. School System _____
Contact Name _____
Address _____
Telephone number _____
E-mail _____

3. School System _____
Contact Name _____
Address _____
Telephone number _____
E-mail _____

4. School System _____
Contact Name _____
Address _____
Telephone number _____
E-mail _____

5. School System _____
Contact Name _____
Address _____
Telephone number _____
E-mail _____

11.0 INDEMNITY AND INSURANCE

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

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

ADDITIONAL INSURANCE REQUIREMENTS

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

Signature: _____

Date: _____

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

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

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

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

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

13.0 CERTIFICATION REGARDING LOBBYING

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

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

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

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

Name of Vendor: _____

Address of Vendor: _____

Title of Submitting

Official: _____

Signature: _____

Date: _____

14.0 PROPOSER'S CERTIFICATION

TO: ORLEANS PARISH SCHOOL BOARD

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

Acknowledgment of Addendum:

Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

1. Having read the **Request for Proposal No. 24 – 0042 | E-RATE SERVICE PROVIDER**, I, the undersigned, authorized to represent the corporation, partnership, sole proprietorship (the Company) listed below, hereby submit to the Orleans Parish School Board this Request for Proposals for providing the service as listed above.

2. This proposal is submitted on behalf of:

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

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

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

Signature of Company Representative: _____

Representative's Title: _____ Date: _____

15.0 NON-COLLUSION STATEMENT

State of Louisiana

Parish of Orleans

_____,

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

(Signature)



ORLEANS PARISH SCHOOL BOARD

Procurement Department

16.0 VENDOR REGISTRATION FORM

Individual

Business

DATE (MM/DD/YYYY): _____

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

TAX ID NO: _____

DUNS NO. _____

DBE Vendor Name of Certifying Agency _____

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

MANUFACTURER DISTRIBUTOR SALES OFFICE SERVICES STATE CONTRACT NO. _____

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

 COMPANY REPRESENTATIVE

 TITLE

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

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

17.0 ORLEANS PARISH SCHOOL BOARD STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

Authorized Signature _____

Title _____

Company Name _____

Date _____

18.0 PROPOSER GUARANTIES AND WARRANTIES

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

Signature of Official:

Name (printed):

Title:

Firm:

Date:

19.0 EDGAR CONTRACT ADDENDUM

VENDOR NAME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or regulatory authority other than Executive Order 12549.

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

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

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

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

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

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

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

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

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

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

L. Compliance With Federal Law, Regulations, And Executive Orders This is an acknowledgement that Federal Agency financial assistance will be used to fund the contract only. The contractor will comply with 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: _____