



Request for Proposal Custodial Services

SCHEDULE

RFP Announcement: March 5, 2020

Facility Walkthroughs: March 17 – 18, 2020

Questions Due: March 23, 2020

Answer to Questions Posted: March 26, 2020

Proposal Submittal Deadline: March 31, 2020

Award Notification: April 9, 2020

Overview

KIPP New Orleans Schools (KNOS) is a charter management organization building a high quality, sustainable network of tuition-free, open-enrollment, college-preparatory public charter schools that empowers students with the knowledge and skills necessary to succeed in school and life.

In July 2020, KNOS will operate 13 schools at nine locations in New Orleans, serving approximately 6500 students and managing over 900,000 square feet of school facility. KNOS seeks proposals from qualified respondents interested in providing contracted custodial services, as described in this request for proposal (RFP), at all nine locations. KNOS may award service to a single provider or to multiple providers across our facility portfolio.

KNOS expects the proposer to have the staffing, resources, and expertise necessary to deliver exceptional and reliable custodial service. Further, KNOS expects the proposer to have a management structure that will ensure high-quality customer service as well as a plan to maintain responsive and effective communication with KNOS leadership. Within this management structure the proposer must provide KNOS with a plan detailing how they will manage staff, resources, and conduct quality assurance checks at each campus. The proposer is expected to offer the requested service at a competitive price, and all necessary factors that contribute to the price must be included in the proposed price.

The intent of the contract that will emerge from this RFP is for KNOS to hold the proposer accountable for the operation of a custodial system that services our schools efficiently and effectively. It is not the intent of the contract to specify required practices or procedures but to hold the proposer to a high level of performance. The proposer is given the flexibility to develop and perform its own programs, provided required performance standards relating to the reliability and safety of the service are met and the work is completed within the bounds outlined in this RFP.

KNOS recognizes the short timeline associated with this RFP and is committed to making a decision quickly in order to allow the selected proposer to mobilize quickly. To expedite the RFP process, there will be no pre-bid meeting. Facility walkthroughs are optional but highly recommended.

We appreciate your interest in partnering with KNOS and look forward to receiving your proposal.

Sincerely,

Elizabeth Masten
Chief Operating Officer
KIPP New Orleans Schools

Authorities, Restrictions & Clauses

KNOS Authorities

1. KNOS reserves the right to reject any and all proposals for any reason.
2. KNOS reserves the right to correct or waive irregularities in submitted proposals should it be deemed in the best interest of KNOS to do so.
3. KNOS reserves the right to negotiate any and all proposals for any reason.
4. KNOS reserves the right to award to more than one proposer or to no proposer.
5. KNOS has 30 days to accept a submitted proposal. The proposer cannot withdraw a proposal within that 30-day period without mutual consent with KNOS.
6. KNOS reserves the right to require a performance bond. If such is required, the cost of that bond will be reimbursed to the proposer by KNOS.
7. Final prices will be negotiated between the proposer and KNOS. KNOS reserves the right to cancel the contract award if the proposer cannot commit to a contract that has prices within 5% of what is initially quoted.

Proposer Responsibilities

1. It is the proposer's duty to inspect all submitted documents to assure completeness, legibility, etc.
2. It is the proposer's duty to understand the proposal. Any misunderstanding is the responsibility of the proposer. KNOS has no obligation to correct, reject, or question any portion of the proposal.
3. The proposer must abide by all proposal requirements. The proposal may be rejected by KNOS regardless of the type or significance of noncompliance.

Proposer Prohibitions

1. KNOS will assess, negotiate, and decide on this proposal without influence from the proposer's employees, representatives, agents, vendors, or any other parties with a business, financial, or family relationship to the proposer.
2. The proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon KNOS, its board, and its agents. Violators will be prosecuted to the extent of the laws pertinent to KNOS.
3. Proposers must submit a firm bid. A proposer will not stipulate in its proposal any conditions not contained in contract documents. Any qualifying statements or conditions may be declared irregular and as not being responsive to the RFP.

Contract Terms and Termination

1. The initial contract period will be July 1, 2020, through June 30, 2021.
2. Contract will be renewable by mutual agreement with one-year extensions through June 30, 2024.
3. The contract will expire naturally at the end of the contract term.
4. KNOS reserves the right to terminate the contract with 90-days advance, written notice.
5. KNOS reserves the right to terminate the contract because of inferior quality of materials, product, workmanship, service, and/or reductions and/or termination of funding.
6. KNOS reserves the right to terminate the contract immediately in the event of unresolved safety or liability concerns.

RFP Process

Schedule

1. RFP Announcement: March 5, 2020
2. Facility Walkthroughs: March 17 -18, 2020
3. Questions Due: March 23, 2020
4. Answer to Questions Posted: March 26, 2020
5. Proposal Submittal Deadline: March 31, 2020
6. Award Notification: April 9, 2020

Facility Access

1. Proposers must follow the schedule below if they wish to walk through the buildings to be serviced. More information about each facility is attached to this RFP as Appendix A.
 - a. Tuesday, March 17, 2020: Meet at 1 p.m. at Frederick A. Douglass High School (3820 St. Claude Ave., NOLA 70117) with tours of that facility, KIPP Leadership, KIPP Morial, KIPP East to finish by 5:30 p.m.
 - b. Wednesday, March 18: Meet at 1 p.m. at KIPP Believe (3815 St. Bernard Ave., NOLA 70122), with tours of that facility, KIPP Central City Academy, Booker T. Washington High School, and KIPP Central City Primary to finish by 5:30 p.m.
2. Proposers will be guided through each facility by members of the KNOS team, including each location's school operations leader.
3. Proposers who are unable to make their visits according to this schedule can request access at another time by emailing Elizabeth Masten at emasten@kipppneworleans.org. KNOS does not guarantee that other dates or times will be arranged.

Questions

1. All questions regarding this RFP must be emailed to Elizabeth Masten at emasten@kipppneworleans.org by 3 p.m. Monday, March 23, 2020.
2. Questions received by that time will be compiled and answered by 5 p.m. Thursday, March 26, 2020.
3. Questions received after that time will not be answered unless the answers have already been made public to all potential proposers.
4. Answers to questions and any addenda to this RFP will be available on the KNOS website at the following [link](#).

Submission

1. Proposers must submit a complete copy of their proposal electronically via e-mail to Elizabeth Masten at emasten@kipppneworleans.org by 3 p.m. Tuesday, March 31, 2020.
2. Bids received after this deadline will not be considered.
3. Proposers must also submit one hard copy of their proposal to Elizabeth Masten, Chief Operating Officer, KIPP New Orleans Schools, 1307 Oretha Castle Haley Boulevard, Suite 302, New Orleans, LA 70113.
4. Hard copies of proposals can be delivered via mail, courier service, or in person but must be postmarked no later than Tuesday, March 31, 2020.
5. Top proposers will be invited to interview with KNOS leadership between the submission date and the award date.

Evaluation

1. While cost is of great importance, proposing the lowest price received through this RFP process will not assure award of the contract.
2. A variety of criteria in addition to pricing will be considered in evaluating proposals, including but not limited to demonstrated understanding of KNOS's expectations, quality of procedural structures, management model, communication system, references, perceived ability to deliver, and willingness to partner with KNOS.

3. This evaluation will be made based on the proposal as well as information from news articles, press releases, client references, industry references, vendors, related sources, and any other source relevant to the proposer or KNOS.

Proposal Expectations

Although KNOS is not requiring documentation in support of the items below, by submitting a proposal in response to this RFP, each Proposer is agreeing to all of the terms and expectations listed here. Failure to comply with any of these expectations may result in rejection of the proposal or the immediate issuance of a termination of contract notice.

Staffing: The proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin, or sexual orientation. The proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to KNOS upon request. The proposer will ensure that all staff is supplied with uniforms and ID badges, which are to be worn at all times. The proposer will, at the request of KNOS, immediately remove from the facility any employee who, in the opinion of KNOS, is incompetent or who has been conducting himself or herself improperly. The proposer will not permit a person so removed to remain on or return to that facility or any other KNOS facility.

Safety: The proposer and its employees must wear adequate safety equipment for the tasks involved. The proposer must train its employees on the safe use of hazardous materials in the workplace. All containers of such materials must be clearly identified, labeled, and stored safely at all times. All materials on school premises as a result of actions by the proposer and/or its employees must be permissible by law and managed in accordance with applicable laws and regulations. Any health and safety issues must be reported immediately to KNOS.

Security/Keys: The proposer will ensure that the serviced facilities are secure at all times by ensuring that windows are closed and locked and that doors and gates required to be locked are locked. All keys entrusted to the proposer must be fully protected at all times. In the event of lost keys, it will be the responsibility of the proposer to have any compromised locks re-keyed, which may include the entire facility.

Assignments: The proposer will not make any assignments or subcontract for the work without written permission from KNOS.

Legal and Responsibility: The proposer must fulfill all obligations in compliance with all applicable local, state, and federal laws and regulations, including the Occupational Health and Safety Act. The proposer will be responsible for all damage to the school's property, equipment, and buildings caused by the proposer's employees, agents, guests, or equipment. The proposer will also be responsible for any injuries to persons caused by the proposer's employees, agents, guests, equipment, or supplies. The proposer must be knowledgeable of and abide by all provisions of legislative enactments, by-laws, and regulations in regard to safety.

Scope of Work

KNOS does not intend to dictate staffing levels or schedules. However, KNOS expects high-quality, reliable service at a reasonable price. The Association for Physical Plant Administrators (APPA) has published a [guide](#) to custodial models and custodial service levels. Proposers are to familiarize themselves with custodial service levels as defined in this APPA guide.

Quality of Work: Care must be exercised during all cleaning service. Baseboards, walls, technology and furniture must not be splashed, marred, disfigured, or damaged. If baseboards, walls, technology or furniture are splashed, marred, disfigured, or damaged, those items will be restored at the proposer's expense.

Expectations: Proposers are to provide the following services. All spaces within each facility and all areas within each facility's campus are to be serviced by the proposer, even if they are not specifically referenced below. KNOS has suggested service levels as noted below but expects proposers to use their best judgment in determining the required cleanliness routines for each space. Proposals must clearly state a single APPA service level for the areas referenced below:

1. Restrooms (APPA level 1 or 2 suggested)
2. Primary reception areas (APPA level 1 or 2 suggested)
3. Cafeteria (APPA level 1 or 2 suggested)
4. Classrooms (APPA level 2 suggested)
5. Library/gymnasium/media room (APPA level 2-3 suggested)
6. Hallways/stairwells (APPA level 2-3 suggested)
7. Personal offices (APPA level 2-3 suggested)
8. Grounds/exterior litter control (APPA grounds level 3 suggested, which is defined as "minimum service of two to three times per week")
9. Security tasks: regularly monitoring windows, exterior doors, exterior gates, the status of keys assigned to the proposer, etc.
10. Energy management through turning off all non-emergency and safety lighting when closing a facility
11. Occasional operational support such as set-up and break-down of tables and chairs, carrying boxes, etc.

Inclusions: Proposers are responsible for the procurement and management of the following items:

1. All Restroom fixtures (Paper towel, soap, and toilet paper dispensers, etc.)
2. All Consumables (Paper products, soap, cleaning supplies, etc.)
3. All Equipment (Mop buckets, vacuums, floor buffers, etc.)
4. All Materials (Mop heads, office supplies as required by proposer staff, etc.)

Calendar Information: KNOS requires the proposer to work the same schedule as other KNOS support staff. The 2020 - 2021 school calendar is attached to this RFP as Appendix B:

1. School is in session for 179 instructional days.
2. Proposers will provide services such non-routine projects, annual cleaning, etc. on at least an additional 73 non-instructional weekdays.
3. All facilities will be closed on the following 10 holidays: Labor Day (9/7/20), Thanksgiving Day (11/26/20), the day after Thanksgiving Day (11/27/20), Christmas Eve (12/24/20), Christmas Day (11/25/20), New Year's Eve (12/31/20), New Year's Day (1/1/21), Martin Luther King Jr. Day (1/18/21), Mardi Gras Day (2/16/21), and Memorial Day (5/31/21)

Proposal Requirements

The proposer must answer all questions and include all requested documentation in order for the proposer's bid to be considered. A complete list of required elements is available on page 11.

For each of the eight following items the proposer must provide the requested **company information**. The proposer can provide this information in any form desired provided that all items are addressed to the extent that KNOS is assured that the proposer has a history of high performance and strong systems in place to ensure continuity of performance at a satisfactory level.

1. A brief cover letter on official company business letterhead explaining that the proposer understands the requirements of this RFP, signed by an individual who is authorized to make proposals of this nature in the name of the proposer.
2. Company information, to include headquarters location, website, year founded, years operating with K-12 school clients, and years operating in New Orleans.
3. Organizational chart, showing management/supervisory structure from senior leadership to KNOS facilities.
4. Employee policies, including sourcing, hiring, compensation rates for school-based employees, benefits, and training programs.
5. Resumes of three key contributors who will work with this contract if it is awarded, one of which must be for the proposed account manager or a current account manager with similar responsibilities to this contract.
6. Basic information for at least two current accounts of similar size, including the date of the relationship's inception and contact information with those clients.
7. Additional two references, at least one of which must be a former client.
8. Transition plan, summarizing the proposer's ability to take on the additional workload anticipated in this contract within the timeline available between award date and the contract period.

For each of the three following **assurances** the proposer must provide sufficient documentation to prove their ability to meet these expectations and deliverables.

1. Insurance: The proposer must provide insurance coverage that will minimize KNOS's risk exposure:
 - a. Worker's Compensation/Employer's Liability insurance to cover bodily accidents in the amount of not less than \$500,000 per accident.
 - b. Comprehensive General Liability insurance in the form of comprehensive, contractual insurance, personal injury, broad-form property damage, premises operations and completed operations in an amount of not less than \$1,000,000 combined unit.
 - c. Automobile Liability and Physical Damage insurance for an amount of not less than \$1,000,000 for each bodily injury and property damage combined, single limits, and extensions of comprehensive coverage for all leased, owned and hired vehicles.
2. Proper Care of Equipment: They proposer must determine, document, and follow standard procedures for maintenance of all its equipment and property at the facility:
 - a. All applicable equipment must be serviced regularly to meet the manufacturer's recommendations for cleaning and maintenance, including vacuum cleaners, floor buffers, etc.
 - b. School property and finishes will be maintained according to the proper, manufacturer-recommended schedule and using manufacturer-approved products, including care of wood flooring, laminate furniture, pour-in-place rubber surfacing, etc.
 - c. Should KNOS supply certain equipment to enable the proposer to complete work, such equipment must be maintained as if it were owned by the proposer and must not be removed from the facility without written consent from KNOS.
3. Supervision: The proposer must have a strong system in place to manage employee timeliness and performance that includes the following procedures:
 - a. Contingency/coverage plan for expected and unexpected absences or staff turnover

- b. Plan for regular monitoring and measurement of performance that includes a feedback system to drive improvement or replacement of under-performing employees.

For each of the two following **short questions** the proposer must provide detailed answers that sufficiently describe both the procedures and the theory of action in support of the answer. KNOS expects that the details given below are not simply for the purpose of submitting a strong proposal but will form the basis of the standard operating procedures the proposer will follow if awarded this contract.

1. Clean restroom facilities are the hallmark of a solid custodial program. KNOS expects the proposer to maintain exemplary service in all restrooms in all facilities every day the facility is in use. Describe the process for ensuring such service in KNOS restrooms, making sure to include, at a minimum, the following information:
 - a. What is the cleaning procedure? What steps are completed and in what order? How long does each task take, and what evidence is there that each step is done correctly and completely?
 - b. How often do employees need to complete the procedure above to maintain acceptable cleanliness given heavy usage by children?
 - c. What systems will be in place to hold every staff member accountable for delivering high-quality cleaning each time he/she follows this procedure?
 - d. Please submit cleaning procedure(s) and staff schedule(s) with this answer.
2. A critical role in delivering high-quality custodial service is that of the local manager. KNOS expects the proposer to identify a strong leader who can ensure quality work from his/her staff all day, every day. Describe what this manager will accomplish each day, making sure to include, at a minimum, the following information:
 - a. What does the manager's daily schedule look like? How much time is spent working directly staff, inspecting staff work, or providing training? How much time is spent on data management? How much time is spent completing custodial tasks directly?
 - b. How will the manager deliver trainings to site staff and how frequently?
 - c. In the event a task was not completed to a satisfactory level, what actions does the manager take to ensure the issue is resolved quickly? How is the staff member coached in order to ensure the issue does not arise again? When does removing a staff member become necessary?
 - d. Please submit example inspection form(s) and report(s) with this answer.

The proposer must include each of the following four **service plans** for each of the nine KNOS facilities:

1. Staffing plan: Employees and hours required to deliver consistent daily and nightly service.
2. Daily schedules for staff: Specific, detailed schedules that demonstrate the proposer's ability to deliver service at the proposed levels for each space, to include time for weekly tasks, restocking, management/paperwork, etc.
3. Yearly schedule: Specific, detailed scheduled with dates and expected work hours that demonstrate the proposer's ability to deliver the monthly, semi-annual, and annual tasks necessary to maintain the facility, to include stripping and waxing of floors, cleaning of high surfaces and windows, etc.
4. Cost-control strategy: Proposers must include a detailed explanation specific to each facility for potential ways to reduce costs, including what staffing or material changes would be necessary and what quality levels would be affected by this change were it to be applied.

The proposer must include a summary **pricing** sheet with a cost per facility per year. That cost is to include all labor, materials, supplies (consumable and non-consumable), equipment, insurance, and any and all other costs necessary to deliver services as described in this RFP. KNOS reserves the right to negotiate and/or reject any proposal that includes conditions or additional costs.

If the proposer does not wish to provide service to one or more KNOS facilities, then the proposer must indicate that on its pricing sheet. KNOS intends to award a contract to one proposer but reserves the right to select multiple

proposals. In the event the total serviceable square footage is significantly different than given in this RFP, KNOS and the proposer may re-negotiate the service cost.

For each of the two following **certifications** the proposer must include a signed copy along with its printed bid. Any necessary supporting documentation must be attached with these certifications.

1. Appendix C – non-collusion statement
2. Appendix D - responsibility disclosure

Proposal Requirements

1. Company Information
 - a. Cover Letter
 - b. Organizational Chart
 - c. Employee Policies
 - d. Resumes
 - e. Current Accounts
 - f. Additional References
 - g. Transition Plan
2. Assurances
 - a. Insurance
 - b. Care of Equipment
 - c. Supervision
3. Short Answer Questions
 - a. Restroom Cleanliness
 - b. Local Management
4. Service Plans (Per Facility)
 - a. Staffing
 - b. Daily Schedules
 - c. Yearly Schedule
 - d. Cost-Control Strategy
5. Pricing Proposal
6. Certifications
 - a. Non-Collusion
 - b. Responsibility
7. Additional Information
 - a. Employee Onboarding Plan

Attachment A – FY20 KNOS Facility Information

School Name	Facility Name	Address	Year Built	Serviceable Sq Ft	# of Students	# of Staff
KIPP Believe	Bayou District Facility	3815 St Bernard Ave., NOLA 70122	2019	71,200	718	89
Booker T. Washington High School	BTW	1201 S. Roman St., NOLA 70125	2019	163,200	573	59
KIPP Central City Academy	Woodson	2514 Third St. NOLA 70113	2012	73,134	453	50
KIPP Central City Primary	Sylvanie Williams	3201 Martin Luther King Blvd., NOLA 70125	1965	60,586	503	59
KIPP East	Abrams	519 Virgilian St., NOLA 70126	2017	103,500	543	69
KIPP Morial	Morial	7701 Grant St., NOLA 70126	2017	112,500	977	112
KIPP Leadership	Colton	2300 St. Claude Ave., NOLA 70117	2013	110,470	896	106
Frederick A. Douglass High School	Douglass	3820 St Claude Ave., NOLA 70117	1940	103,256	611	51
John F. Kennedy High School*	Lake Area	6026 Paris Ave., NOLA 70122	post Katrina	162,066	728	TBD

*JFK will join the KIPP network on July 1, 2020. We will not conduct a walk through of this facility during this RFP process.

School Name	School Operations Leader	Email
KIPP Believe	Chelsea Paul	cpaul@kippneworleans.org
Booker T. Washington High School	Aron Walker	awalker@kippneworleans.org
KIPP Central City Academy	Troy McCormick	tmccormick@kippneworleans.org
KIPP Central City Primary	Seleigh Taylor	staylor@kippneworleans.org
KIPP East	Nikki Joseph-Bailey	njoseph-bailey@kippneworleans.org
KIPP Morial	Nikki Taylor	ntaylor@kippneworleans.org
KIPP Leadership	Alex Turvey	aturvey@kippneworleans.org
Frederick A. Douglass High School	Danneka Mitchell	dmitchell@kippneworleans.org
John F. Kennedy High School	Aron Walker	awalker@kippneworleans.org

1. Student Schedule: 7:30 AM - 4:30 PM
2. Staff Schedule: approximately 6:00 AM - 8:00 PM
3. Currently Monthly Cost: \$0.161 per square foot
4. Current Vendor: LAMs Facility Solutions

*tentative 2020-2021 calendar



2020-2021 School Calendar

May-20						
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Jun-20						
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Jul-20						
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Aug-20						
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- Key**
- Student Orientation Days
 - School Day
 - Wednesday Release Time
 - Teacher Work Day
 - Parent Conferences (Teacher Work Day)
 - Vacation
 - End of Quarter
 - LEAP Testing (Wednesday release)
 - Admin Work Day
 - Admin PTO Window
 - New Team & Family On-Boarding

CERTIFICATION REGARDING LOBBYING

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

The undersigned certifies, to the best of his 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.

Organization Name _____

Organization Address _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature _____ Date _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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 _____

Organization Address _____

Name of Authorized Representative _____

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 Nonprocurement 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.

NON-COLLUSION STATEMENT

State of Louisiana
Parish of Orleans

The Proposer:

(Name of Authorized Representative) _____

(Title of Authorized Representative) _____

A representative of:

(Organization Name) _____

(Organization Address) _____

Hereby 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 _____ Date _____

RESPONSIBILITY DISCLOSURE

Responses to the following questions must accompany the contractor's bid. A bid may be deemed nonresponsive if the contractor fails to provide complete answers or provides false statements to any of the questions provided herein. If any change(s) occur(s) during the bidding process, updated responses must be provided within thirty (30) calendar days of such change(s).

1. Please indicate whether, within the past five (5) years, your firm has been the defendant in any type of court action(s) for (an) alleged violation(s) of labor or employment laws in connection with a contract for [insert type] services. Yes No

If YES, please attached a explanation of the circumstances, including the specific allegation(s) filed against your firm; the name of the plaintiffs; the case number; and the disposition/current status of each case.

2. Please indicate whether, within the past five (5) years, your firm or any of its owners, partners, or officers, has/have ever been investigated, cited, assessed any penalties, or found to have violated any labor or employment laws. Yes No

If YES, please attached a explanation of the circumstances, including the specific charge(s) filed against your firm, its owners, partners, and/or officers; the agency that was involved; and the disposition/current status of each case.

3. If a license is required for any of the services performed by your firm, please indicate whether, within the past five (5) years, your firm, or any individual employed by your firm, has been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or deemed to have violated any licensing laws. Yes No

If YES, please attached a explanation of the circumstances, including the specific charge(s) filed against your firm; the licensing agency that was involved; and the disposition/current status of each case.

Signature of Legally Responsible Party

Printed Name of Legally Responsible Party

Date