



New Orleans East Hospital

Orleans Parish Hospital Service District A

Request for Quotes

Project: Courier Services
RFQ Published: Monday, March 31, 2014
Responses Due: Wednesday, April 23, 2014
NOEH Contact: Gordon Edwards, Director, Materials Management: (504) 592-6695
gordon.edwards@noehospital.org

Background:

The Parish Hospital Service District for the Parish of Orleans District A's ("HSD") mission is to restore quality and affordable hospital services to the residents of Eastern New Orleans through the development of a state-of-the-art hospital located at 5620 Read Boulevard, New Orleans, Louisiana 70127 ("Hospital").

Construction activities for the Hospital commenced in January 2012 and are anticipated to conclude in the first half of 2014. The project consists of the renovation of an existing 6-story east tower of the former Pendleton Memorial Methodist Hospital and the construction of a new 3-story Patient Care Pavilion on the site. The east tower is approximately 133,640 square feet and will consist of 1st floor public and administrative spaces; 2nd floor 14 bed Intensive Care Unit, 10 bed Intermediate Care Unit; 3rd floor 7 bed Universal Care Unit, outpatient diagnostic services, clinical lab and pharmacy; 4th floor 26 bed Medical/Surgical Unit; 5th Floor 20 bed Medical/Surgical Unit; and 6th floor Cardiac Rehab, Physical and Occupational Therapy Facility and Fitness Center. The new Patient Care Pavilion is approximately 71,740 square feet and will consist of 1st floor public, administrative and support spaces; 2nd floor 21 bed Emergency Department, 10 bed Pediatric Medical/Surgical Unit, and Imaging Department; 3rd floor 7 bed Post Anesthesia Care/Recovery Unit, 4 Operating Suites, 1 Cath Lab, 2 Endoscopy Suites and Central Sterile facilities. The Hospital will provide complete surgical services, diagnostic imaging, laboratory, emergency services, patient education and social services to both the inpatient and outpatient environments.

The HSD is in the process of engaging a company to provide Courier Services for New Orleans East Hospital.

Specific Requested Services:

The HSD is looking for a single solution provider that can provide the following services.

All bidding contractors who meet the qualifications may submit a proposal to supply Courier Service for New Orleans East Hospital located at 5620 Read Boulevard, New Orleans, LA:

Courier Service Scope of Work

1. The authorized representative of Courier Service will deliver or collect lab specimens, medications, and parcels/letters/documents to and from NOEH.
2. The authorized representative of Courier Service will be required to furnish electronic and paper receipt of the lab specimens, medications, and parcels/letters/documents delivered or collected.
3. The Courier Service will arrange to deliver or collect lab specimens, medications, and parcels/letters within 24 hours in all major cities which are connected by air, and same day for all locations within Greater New Orleans area, Louisiana.
4. The Courier Service will ensure that all the lab specimens, medications, and parcels/letters/documents are delivered to the recipient to whom it is meant for and in no case is delivered to anybody other than the recipient.
5. The Courier Service will furnish proof of delivery of lab specimens, medications, and parcels/letters/documents every week after getting signature of the recipient or authorized representative of the recipient, and his/her name and telephone number.
7. The Courier Service will return any undelivered lab specimens, medications, or parcels/letters/documents within 48 hours.
8. The Courier Service will establish a standing courier transport from NOEH to LSU daily Monday-Friday at approximately 2:00 pm.
9. The Courier Service shall have their representatives accessible either by phone during or after office hours and if called, especially for an emergency “STAT” delivery or pick (with the exception of extreme weather conditions such as hurricanes, however limitation of available service must be communicated by the Courier Service to NOEH). The Courier Service will be available to deliver or to pick up “STAT” lab reagents or lab specimens to/from NOEH and pick up or deliver them to Touro or other local hospitals 24/7 within 30 minutes or less.
10. The Courier Service will deliver all pharmacy packages directly to NOEH’s pharmacy during normal business hours, and after hours deliver directly to the Nursing Supervisor on-duty.

Special Terms and Conditions

1. The Courier Service must have carried out during the last three years at least two orders of similar work in hospital, private or public sector undertakings. Some documented proof of contract or satisfactory performance is required to be furnished from the above organizations.

2. The Courier Service shall designate an account contact to NOEH on all working days to direct and supervise the work as per the agreement mutually agreed upon by NOEH and Courier Service. Any instruction given to the account contact shall be construed as if the same is given to the Courier Service.
3. The Courier Service shall ensure safe delivery and confidentiality of the lab specimens, medications, or parcels/letters/documents entrusted to it and shall observe the highest standard of ethics during the execution of the contract.
4. The Courier Service shall indemnify and keep indemnified NOEH against any loss, demand, action, proceeding, damages, cost charges and expenses which may be made or brought or commenced against NOEH by any of its act contrary to the terms of the agreement.
5. The Courier Service shall observe the laws applicable and the rule or code of conduct of the Courier Service.
6. The contract is not transferable/assignable.
7. Renewal of the contract will be considered by mutual consent of both the parties.

Schedule of Events:

RFQ Issue Date:	Monday, March 31, 2014 at 2:00PM
Deadline for submitting questions	Friday, April 11, 2014 at 5:00PM
Deadline for District response to questions	Tuesday, April 15, 2014 at 5:00PM
Deadline to Submit Proposals	Wednesday, April 23, 2014 at 2:00 PM

The District reserves the right to deviate from these dates upon notice.

Contract Duration: The HSD intends to contract with the successful proposer in April 2014 to ensure Courier Services are available at the Hospital in May 2014. The actual contract duration will be June 2014 to May 2017 (36 months).

Questions / Requests for Information: Questions concerning this RFQ must be submitted to Gordon Edwards, Director of Materials Management, via email at Gordon.edwards@noehospital.org by 5:00PM on Friday, April 11, 2014. Answers to timely submitted questions shall be issued by the District no later than 5:00PM on Tuesday, April 15, 2014.

Response Format:

Please submit a written proposal that includes:

- Explanation of any / all included services,
- All proposed costs broken down by requested services by month for the 36 month initial term,
- Any additional services and/or optional costs not listed above but included in the quote,
- A list of 5 or more references in the Metro New Orleans area,
- Proof of Insurance and State of Louisiana Contractors and Business Licenses as applicable;

- All of the CDBG and DBE forms (Exhibits A thru D);
- Any additional information available to assist the evaluation process.

Disadvantaged Business Entity (DBE) Participation:

It is policy of the HSD to practice nondiscrimination based on social and economic disadvantage, race, color, age, sex, gender, disability or national origin. A goal of thirty five percent (35%) DBE participation has been established for all contracted service providers. The following information, with supporting documentation, must be included with the quote:

- a. The names and addresses of any DBE firms that may participate in the contract;
- b. The dollar amount commitment of the participation of any DBE firm that may be participating in the contract;
- c. If applicable, written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (i) and (ii) above; and
- d. If the contract goal is not met, evidence of best efforts.

Proposers are encouraged to contact Margaret Montgomery-Richard, DMM Associates, LLC, 4298 Elysian Fields Avenue, Suite B, New Orleans, Louisiana 70122, (504) 282-8222 or by email at margaret@dmassociates.com prior to submission of their quote to discuss the DBE program and obtain a list of certified DBE(s). Proposers shall also complete and submit those certain Form DBE-1, -2 and -3 attached hereto as Exhibit D as part of their proposal.

Section 3 Participation:

The State of Louisiana Office of Community Development Disaster Recovery Unit Community Development Block Grant program is the District's source of funding for the first 6 months of this engagement. Accordingly, proposers must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Specifically, Section 3 goals are as follows:

- a. ten percent (10%) of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns;
- b. three percent (3%) of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns; and
- c. thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents.

Proposers are encouraged to contact Corcherrie Allen, Compliance Officer, 5640 Read Boulevard, Suite 200, New Orleans, Louisiana 70127, (504) 241-2664 or by email at callen@hsdeast.org prior to submission of their quote to discuss the Section 3 program requirements. Proposers shall also complete and submit those certain Section 3 forms attached hereto as Exhibit B as part of their proposal.

Additional Information and Exhibits:

The work to be performed is subject to the requirements of the State of Louisiana Office of Community Development Disaster Recovery Unit Community Development Block Grant program, United States Department of Housing and Urban Development, Section 3 of the

Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3); Section 109 of the Housing and Urban Development Act of 1974; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title VI of the Civil Rights Act of 1964; Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965; Clean Air and Water Act; Davis-Bacon Act; Anti-Kickback Act and any other rules, regulations and relevant orders of the Secretary of Labor, federal government or State of Louisiana, including the then-current edition of the Louisiana State Travel Manual (PPM 49), all of which shall become contractual obligations. The failure of a firm to accept these obligations shall result in the rejection of the particular proposal.

List of Exhibits:

Exhibit A - CDBG Compliance Provisions for Professional Services Contracts

Exhibit B - Section 3 Documents

- Section 3 Plan
- Section 3 - Tables A and B
- Section 3 - Certification for Selected Bidders
- Section 3 - Contractor / Subcontractor Certification

Exhibit C - Cost and Price Detail

Exhibit D - DBE Program and DBE Forms 1, 2 and 3

Exhibit A

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 forms 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.
- B. 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 without regard to race, color, religion, sex, or national origin.
- C. 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, 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 Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection,

monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy- righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work

satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-

Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Exhibit B

SECTION 3 DOCUMENTS

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Section 3 Plan

Name of Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Parish of Orleans, Louisiana.

- A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____
Name of Contractor, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.

Section 3 - Table A Proposed Subcontracts Breakdown

Project: _____

Duration: From _____ to _____

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Contract [Business or Professional]	Total Number of Contracts	Total Approximate Dollars	Estimated Number of Contracts	Estimated Dollar Amount to Section 3 Business Concerns

The project area is coextensive with the boundaries of that part of Orleans Parish, Louisiana, particularly that portion of Orleans Parish, Louisiana east of the Industrial Canal.

Prime Contractor: _____

Address: _____

Telephone Number: _____

Federal ID Number: _____

EEO Officer: _____

Email Address: _____

EEO Off. Signature: _____

Date: _____

Section 3 - Table B Estimated Program Workforce Breakdown

Project: _____

Duration: From _____ to _____

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	Number of Positions Currently Occupied by Permanent Employees	Number of Positions Not Currently Occupied	Number of Positions to be Filled with Section 3 Residents
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales / Rental / Management				
Office/Clerical				
Service Workers				
Others				

Prime Contractor: _____

Address: _____

Telephone Number: _____

Federal ID Number: _____

EEO Officer: _____

Email Address: _____

EEO Off. Signature: _____

Date: _____

Section 3 Certification of Selected Bidder

Prime Contractor: _____

Project: _____

Duration: From _____ to _____

The undersigned hereby certifies that:

A. The positions listed under Part B that have been filled by _____ Name of Contractor since being notified of contract selection on _____ Date **were not filled** to circumvent the contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since: _____

C. No positions have been filled since: _____

Name and Title of Signer

Signature

Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

Section 3
Certification of Proposed Subcontractor Regarding
Section 3 and Segregated Facilities

Subcontractor: _____
Prime Contractor: _____
Project: _____
Duration: From _____ to _____

The undersigned hereby certifies that:

- A. Section 3 provisions are included in all project related contracts exceeding \$100,000.00;
- B. A written Section 3 plan has been implemented by the contractor and subcontractor;
- C. Tables A and B were prepared and are on file in the office of the EEO Officer for the company;
- D. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer

Signature

Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

Exhibit C

COST AND PRICE DETAILS

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Cost and Price Detail

Name of Consultant		Date of Proposal	
Street Address		Federal ID Number	
City, State, Zip		Total Price	
A. <u>Direct Labor</u> (specify personnel by name) Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
	<u>Est. No. of Days</u>	<u>Daily Rate</u>	<u>Est. Cost</u>
1.			
2.			
3. <u>Total Direct Labor</u>			\$
B. <u>Overhead/Indirect Costs</u>	<u>Rate</u>	<u>Base</u>	<u>Est. Cost</u>
C. <u>Other Direct Costs</u>			<u>Est. Cost</u>
1. Transportation	___ # of on site visits		\$
2. Per Diem	___ # of days @ \$___/day		\$
3. Reproduction	___ # of pages @ \$___/page		\$
4. Other (specify)			\$
a.			\$
b.			\$
c.			\$
5. Total Other Direct Costs			
D. <u>Subcontracts</u>			
<u>Name of Subcontractor(s)</u>		<u># of days of effort</u>	<u>Est. Cost</u>
1.			\$
2.			
3.			
5. Total Subcontractor Cost			\$
Total Estimated Costs (Line A7 +B+C5+D5)			\$
Profit			\$
Total Price			\$

<u>CERTIFICATIONS</u>	
Contractor	
<p>A. Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any other federal grant or contract within the past 12 months? _____ YES _____ NO</p> <p>If yes, give name, address, and telephone number of the reviewing office:</p>	
<p>B. This summary conforms with the applicable cost principals.</p>	
<p>C. This proposal is submitted for use in connection with and in response to _____</p> <p>This is to certify that to the best of my knowledge and belief the cost and pricing data summarized herein are complete, current, and accurate as of _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the sub agreement price may be subject to downward renegotiation and/or recoupment where the above costs and pricing data have been determined, as a result of audit, not to have been current complete and accurate as of the day above.</p>	
_____	_____
Date of Execution	Signature and Title of Proposer
Grantee Reviewer	
<p>I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appears acceptable for sub agreement award.</p>	
_____	_____
Date of Execution	Signature and Title of Reviewer
Additional Reviewer, if needed	
<p>_____</p>	
_____	_____
Date of Execution	Signature and Title of Reviewer

Exhibit D

DBE PROGRAMS AND FORMS

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Disadvantages Business Enterprise (DBE) Program

- A. DBE Compliance: It is the policy of the Owner to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon satisfying the requirements of the DBE Program. A DBE contract goal of 35% has been established for this contract. The offer or/bidder shall agree to use its best efforts, as determined by the DBE Compliance Officer in accordance with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this contract.
- B. DBE Participation: The bidder shall be required to submit the following information on the DBE Participation Summary Sheet:
- The names and addresses of all DBE firms that will participate in the contract
 - The dollar amount commitment of the participation of each DBE firm participating in the contract
 - Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above
 - If the contract goal is not met, evidence of best efforts
- C. Upon receipt of the above-referenced materials, the DBE Compliance Officer shall then make a determination as to whether the bidder/offeree was responsive as to the DBE contract goal. If it is determined that the bidder/offeree was responsive to the DBE contract goal, the contract shall be awarded to the apparent lowest responsible bidder. If it is determined that the bidder/offeree was non-responsive to the DBE contract goal, the bid shall be rejected as non-responsive, and the next apparent lowest responsive bidder, as determined by Owner, shall be required to comply with the procedures set forth herein in this Section.

DBE CONTRACT PROVISIONS

- A. DBE Program Compliance: Contractor agrees to use its best efforts to fully and completely carry out the applicable requirements of the Owner's DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. Contractor's failure to carry out these requirements, as determined in good faith by the Owner, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or other such remedy as determined by Owner.
- B. DBE Compliance Reporting: Contractor agrees to provide quarterly written reports to the DBE Compliance Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:
- The name and business address of each DBE involved in the contract
 - A description of the work performed and/or the product or service supplied by each DBE
 - The date and amount of each expenditure made to a DBE
 - Such other information as may assist the DBE Compliance Officer in determining Contractor's compliance with the DBE Program and the status of any DBE performing any portion of the Contract
- C. Access to Books and Records: Contractor agrees to grant DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

BID PREPARATION

- A. Contractor is to use the City of New Orleans, Sewerage & Water Board, and/or New Orleans Aviation Board's most current DBE vendor listing for vendors within the scope of their respective certifications.
- B. If the Contractor is unable to meet the proposed DBE participation goal, the Contractor must demonstrate evidence of BEST EFFORTS.

STANDARDS OF DEMONSTRATED BEST EFFORTS

Before receiving an award of the contract, the contractor must meet the DBE goals or prove that he/she has made demonstrated BEST EFFORTS. To determine whether a particular contract bidder has made demonstrated BEST EFFORTS to reach the DBE participation goal, Owner will consider the following:

- A. Whether the Contractor attended pre-bid meetings that may have been scheduled by the Owner to inform DBE firms of subcontracting opportunities and/or requested the City of New Orleans Directory of Certified DBE firms.
- B. Whether the contractor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractors reasonable time to respond.
- C. Whether the contractor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively.
- D. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding.
- E. Whether the contractor selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation).
- F. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contracts.
- G. Whether the contractor negotiated in "good faith" with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- H. If the contractor did reject a DBE as unqualified, the contractor must state his or her reason for doing so in writing.
- I. Whether the contractor has used the services of available community organizations and small and/or disadvantaged business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms.
- J. Whether the contractor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:
 - Names, addresses, telephone numbers of DBEs that the contractor contacted
 - Description of information provided to those DBE firms
 - Statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs' price exceeded that of non-DBEs

**Disadvantages Business Enterprise (DBE)
Responsiveness Form (Form DBE-1)**

This form or a similar form should be provided by the lowest responsible Prime Contractor within ten (10) days of receipt of written notification by the DBE Compliance Officer.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please initial the appropriate space):

- The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.
- The bidder/offeror is unable to meet the DBE goal of 35% and is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating best efforts.

Name of bidder's/offeror's firm: _____

State Registration No: _____

Submitted By: _____
Name / Title / Signature / Date

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____.

Affirmation: The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

Affirmed By: _____
Name / Title / Signature / Date

If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Responsiveness Form and Affirmation shall be null and void.

Disadvantaged Business Enterprise (DBE) Evidence of Best Efforts Form (Form DBE-2)

This form should be provided by the lowest responsible bidder within ten (10) days of receipt of written notification by the DBE Compliance Officer if the bidder/offeror is unable to meet the DBE goal. The DBE Compliance Officer shall be responsible for determining whether the general contractor has made his best efforts to achieve the DBE Program contracting objectives in either bid submission commitments or, upon award of the contract, actual achievement of their stated contractual DBE participation commitment. In making this determination, the DBE Compliance Officer shall consider the following factors:

Name of bidder's/offeror's firm: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____

Submitted By: _____

Name / Title / Signature / Date

- **PRE-BID MEETINGS:** The general contractor or subcontractor attended any pre-bid meetings scheduled by the Owner to inform DBEs of contracting and subcontracting opportunities.
- **SUBCONTRACTORS LISTS:** The general contractor or subcontractor requested from the appropriate authorities a list of certified DBEs.
- **SMALL CONTRACTS:** The general contractor or subcontractor broke down contracts into dollar or work units to facilitate DBE participation, as consistent with the nature of the work to be performed and its relationship to other aspects of the project.
- **FOLLOW-UP:** The general contractor or subcontractor followed up initial indications of interest by DBEs by contacting those
- DBEs to determine with certainty if they remained interested in bidding.
- **ADVERTISEMENT:** The general contractor or subcontractor advertised in general circulation and trade association publications concerning subcontracting opportunities, and allowed subcontractors reasonable time to respond.
- **GOOD FAITH NEGOTIATIONS:** The general contractor or subcontractor negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.
- **INFORMATION:** The general contractor or subcontractor provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
- **WRITTEN NOTICE:** The general contractor or subcontractor took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
- **COMMUNITY RESOURCES:** The general contractor or subcontractor used the services available to DBE community organizations, DBE contractors' groups, local state and federal disadvantaged business assistance offices, disability rights organizations, and other organizations that provide assistance in the recruitment and placement of DBE firms.
- **CONTRACT RECORDS:** The general contractor or subcontractor has maintained the following records for each DBE that bids on any subcontract:
 1. Name, address and telephone number;
 2. A description of information provided by the general contractor or subcontractor; and
 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the bidder was deemed unqualified to perform the job.

**Disadvantages Business Enterprise (DBE)
Summary of Intended DBE Participation (Form DBE-3)**

Name of bidder's/offeror's firm: _____

Project: _____

Total Project Quote: _____ **DBE Goal:** _____

DBE Participant 1

Firm Name: _____

Address: _____

Contact Name / Phone: _____

Agency Directory, Page # and Date: _____

Scope of Work: _____

Total DBE Bid Amount: _____ **Percent of Total Bid:** _____

DBE Participant 2

Firm Name: _____

Address: _____

Contact Name / Phone: _____

Agency Directory, Page # and Date: _____

Scope of Work: _____

Total DBE Bid Amount: _____ **Percent of Total Bid:** _____

DBE Participant 3

Firm Name: _____

Address: _____

Contact Name / Phone: _____

Agency Directory, Page # and Date: _____

Scope of Work: _____

Total DBE Bid Amount: _____ **Percent of Total Bid:** _____

DBE Participant 4

Firm Name: _____

Address: _____

Contact Name / Phone: _____

Agency Directory, Page # and Date: _____

Scope of Work: _____

Total DBE Bid Amount: _____ **Percent of Total Bid:** _____

Sum of DBE Participation Percent: _____

Submitted By: _____

Name / Title / Signature / Date