

ORLEANS PARISH SCHOOL BOARD
PURCHASING/ANCILLARY SERVICES DEPARTMENT
3520 General De Gaulle Drive, Suite 5078
New Orleans, LA 70114
Telephone (504) 304-5645
FAX (504) 309-2879



ORLEANS PARISH SCHOOL BOARD

SPECIFICATIONS
FOR
DESIGN SERVICES
BUILDING COMMISSIONING
FOR
HYNES ELEMENTARY SCHOOL REBUILD
AND
MAHALIA JACKSON EARLY CHILDHOOD AND FAMILY LEARNING CENTER RENOVATION
PROJECT

PROPOSAL SUBMITTAL DEADLINE: TUESDAY, FEBRUARY 2, 2009 AT 2:00 P.M.

NOTE: Proposal to be submitted in one original (clearly marked) and five (5) copies.

PRE-PROPOSAL CONFERENCE: THURSDAY, JANUARY 22, 2009 AT 10:00 A.M.

PROPOSER: _____

SIGNATURE: _____

NAME: _____

(Print or Type)

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

TERMS: _____

**ORLEANS PARISH SCHOOL BOARD
PURCHASING DEPARTMENT
3520 General De Gaulle Drive, Fifth Floor, Room 5055
New Orleans, Louisiana 70114**

ADVERTISEMENT

REQUEST FOR PROPOSAL NO. 09-0017

**DESIGN SERVICES
BUILDING COMMISSIONING
FOR
HYNES ELEMENTARY SCHOOL REBUILD
AND
MAHALIA JACKSON EARLY CHILDHOOD AND FAMILY LEARNING CENTER
RENOVATION PROJECT**

Sealed proposals relative to the above will be received in the Purchasing/Ancillary Services Department for the Orleans Parish School Board at 3520 General De Gaulle Drive, Fifth Floor, Room 5055, New Orleans, Louisiana 70114 until 2:00 P.M., on February 2, 2009.

PRE-PROPOSAL CONFERENCE: A Pre-proposal Conference will be held on Thursday, January 22, 2009 at 10:00 A.M. in room 4050, 3520 General De Gaulle Drive, New Orleans, LA 70114.

Specifications and proposal documents may be obtained upon request from the OPSB Purchasing/Ancillary Services Department in writing, by email leslie_rey@nops.k12.la.us by calling (504) 304-5645, or by visiting the OPSB web site at www.nops.k12.la.us.

The Orleans Parish School Board reserves the right to reject any or all bids whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

ORLEANS PARISH SCHOOL BOARD

BY: Mr. Leslie J. Rey
Purchasing/Ancillary Services Director

FIRST INSERTION DATE: THURSDAY, JANUARY 15, 2009
SECOND INSERTION DATE: TUESDAY, JANUARY 20, 2009

**ORLEANS PARISH SCHOOL BOARD
PURCHASING DEPARTMENT
3520 General De Gaulle Drive, Fifth Floor, Room 5055
New Orleans, Louisiana 70114**

INSTRUCTIONS TO PROPOSERS

Sealed proposals will be received by the Orleans Parish School Board in the Purchasing Department, 3520 General De Gaulle Drive, 5th Floor, Room 5055, New Orleans, Louisiana 70114, until **2:00 P.M. on TUESDAY, FEBRUARY 2, 2009 for DESIGN SERVICES BUILDING COMMISSIONING FOR HYNES ELEMENTARY SCHOOL REBUILD AND MAHALIA JACKSON EARLY CHILDHOOD AND FAMILY LEARNING CENTER RENOVATION PROJECT** with the following specifications, at which time and place the proposals will be reviewed by an evaluation committee.

A signed original and five (5) conformed copies shall be submitted in a sealed envelope and clearly marked: **RESPONSE TO REQUEST FOR PROPOSAL NO. 09-0017, DESIGN SERVICES BUILDING COMMISSIONING FOR HYNES ELEMENTARY SCHOOL REBUILD AND MAHALIA JACKSON EARLY CHILDHOOD AND FAMILY LEARNING CENTER RENOVATION PROJECT TO BE SUBMITTED FEBRUARY 2, 2009 UNTIL 2:00 P.M.** and addressed to the Purchasing Department, Orleans Parish School Board, 3520 General De Gaulle Drive, 5th Floor, Room 5055, New Orleans, Louisiana 70114. The name and address of the company submitting the proposal must appear on the top left corner of the envelope containing the proposal document.

Hand-carried and express mail proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 4:30 p.m. local time, Monday through Friday, excluding holidays observed by the OPSB.

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

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

No proposals will be accepted after **2:00 P.M., February 2, 2009** under any conditions whatsoever. In order for your company to be provided proof of delivery time, proposals should be hand delivered, sent by registered mail, or private carrier only to the Purchasing Department, 3520 General De Gaulle Drive, 5th Floor, Room 5055, New Orleans, Louisiana 70114.

PRE-PROPOSAL CONFERENCE: A Pre-proposal Conference will be held on Thursday, January 22, 2009 at 10:00 A.M. in room 4050, 3520 General De Gaulle Drive, New Orleans, LA 70114.

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

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

PROPOSER'S REPRESENTATION: Each Proposer, by signing and submitting a proposal to the Orleans Parish School Board Represents that:

- A. The Proposer has read and understands the Proposal Documents and that his proposal is made in accordance therewith.
- B. The Proposer is furnishing the Certificate of Insurance with the Proposal, in accordance with the insurance requirements.
- C. The Proposer has read the Certificate of Independent Price Determination and understands it as acknowledged by his signature on the statement, which is attached to and made part of his proposal.

CONSIDERATION OF PROPOSAL: The Board reserves the right to select any part of the proposal or the whole proposal as well as to reject any and all proposals whenever such rejection is in its best interest in accordance with law.

All blanks within the Proposal Document shall be filled in by typewriter or manually in ink.

The Proposer's name, complete address, phone number and principals of the company must be furnished.

Proposers are cautioned to insure that all prices are correct as written/typed. A careless error in the proposal preparation or in quoting prices will not relieve the proposer's responsibility.

Per Louisiana Revised Statutes Title 38:2221, "NO CONTRACT SHALL BE LET ON A COST-PLUS BASIS".

DISCOUNTS FOR PROMPT PAYMENT: Discounts/Terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, Proposers awarded contracts may include prompt payment discounts on individual invoices.

DELIVERY OF SERVICE: In the event of the failure of the Proposer to meet the above requirements or to provide services within the time specified elsewhere in these specifications, the Board reserves the right, without prior notice or putting in default but by mere lapse of time, to obtain the services from any other person or firm at such price as may be charged without competitive proposals. The difference between the price paid and the contract price shall be deducted from the following or any subsequent payment to the contractor.

CORRECTION OF MISTAKES: Do not erase, correct or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the proposer shall initial each correction. Failure to comply with the requirements may cause your proposal to be disqualified. No proposals shall be altered or amended after the specified time for opening.

OBJECTION TO THE AWARD: If any Proposer who submitted a Proposal has an objection to the award of the Contract to the Apparent Low Proposer, the objecting Proposer shall furnish that protest, in writing, to the Purchasing/Ancillary Services Director within two (2) Business Days of the date of the Proposal Opening. The protest shall describe in detail the basis for the protest, and shall request a determination under this section of the Instructions to Proposers.

If a protest is filed in a timely fashion, the Purchasing/Ancillary Services Director will review the basis for the

protest and relevant facts under such terms and conditions, as the Purchasing/Ancillary Services Director considers proper. Upon completion of the review, the Purchasing/Ancillary Services Director shall submit its findings and recommendations to the Superintendent and/or OPSB who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the Superintendent or OPSB, the Purchasing/Ancillary Services Director will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

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

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

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

CONTRACTS OVER \$100,000: The Contractor must comply with the applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [(42 USC 1837 (h)], Section 508 of the Clean Water Act (32 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included in the EPA list of violating facilities. Contractor shall report any violations to the Orleans Parish School Board, the Department of Agriculture and to the Environmental Protection Agency Assistant Administrator for enforcement.

INQUIRIES: All inquiries regarding this solicitation for proposals should be addressed in writing to Leslie J. Rey, Purchasing/Ancillary Services Director, 3520 General DeGaulle Drive, Suite 5078, New Orleans, Louisiana 70114, leslie_rey@nops.k12.la.us or fax (504) 379-5645.

LAWS AND REQUIREMENTS AFFECTING LABOR: All contractors and subcontractors shall comply and conform to all applicable federal, state, and municipal labor laws and various acts mandatory and supplementary thereto, as well as, all other applicable laws, ordinances and legal requirements regarding the employment of labor to include, if applicable, to contracts which exceed \$2,500.00 and which involve the employment of mechanics or laborers, the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). The latter requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

INDEMNITY AND INSURANCE:

A. The Contractor shall indemnify and hold harmless the OPSB, its Board Members, Officers, Staff

Directors, etc. for and against any and all losses, damages, and liabilities whatsoever for injury to or death of persons, or loss of or damage to property, including Government property of any kind or nature caused by or arising out of the performance of the work or services required hereunder by the contractor or the officers, employees, or agents of the Contractor.

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

1. Workmen's Compensation and Employees Liability Insurance – Worker's Compensation insurance limits as required by the Labor Code of the State of Louisiana meeting minimum statutory requirements and Employer's Liability coverage with a minimum of \$500,000. The policy shall include a **waiver of subrogation** in favor of the District (OPSB).

2. Comprehensive General Liability/ Professional Liability Insurance – **For Standard Contracts**, minimum limits of \$1,000,000 per occurrence. The policy shall include a **waiver of subrogation** in favor of the OPSB with an **additional insured** endorsement. **For Architectural & Engineering (A&E)** projects, the Contractor shall provide evidence of coverage for Professional Liability and or E&O Liability subject to limits of not less than \$1,000,000 with **additional insured and/or a waiver of subrogation** endorsement in favor of the District (OPSB). The liability insurance shall remain in effect until the end of the Correction Period and at all times after that when the Contractor may be correcting or removing and replacing, defective work.

3. Motor Vehicle Liability Insurance - Minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non owned or hired to be used in conjunction with the contract. The policy shall include a **waiver of subrogation** in favor of the District (OPSB).

4. Property, Builder's Risk Insurance – The Contractor (for repair, construction, fabrication, etc. projects) shall purchase and maintain property insurance, including earth movement and flood, covering work at the site in the full amount of the respective contract and/or changes in contract values due to change orders. The property insurance shall be "All Risk Builder's Risk Completed Value Form Insurance or equivalent manuscript policy and shall include the interests of the OSPB, Contractor, Subcontractors and Suppliers, Architect and the Owners and Architect's consultants as their interest may appear, all of whom shall be named **as additional insured's**. The corresponding deductibles, shall be borne by the Contractor & the policy shall also be endorsed to comply with the **waiver of subrogation** rights in favor of or applicable to the OPSB.

5. Bonding – The Contractor (other than A&E and Demolition projects) shall furnish a Performance Bond in the full amount of the contract price. The Labor and Material Payment Bond shall also be in the full amount of the contract price. The Performance Bond shall remain in effect until the end of the "correction period" and at all times after that when the contractor may be correcting or removing and replacing defective work. The Contractor shall also furnish any maintenance bonds and manufacturer performance bonds, each in the amount and for specified that are required in the Supplementary conditions or technical Specifications. Attorney-in-Fact who sign bonds shall attach a certified copy of their Power of Attorney to sign bonds and conduct business in the respective State.

6. Excess Liability Insurance – The OPSB reserves the right to require this coverage subject to the value of the contract or scope of work required in the contract. If required, the excess liability insurance shall follow the same form and offer the same protections as employer's liability, general liability and

auto liability. It shall also be as broad as the underlying policies of liability. Limits of Excess Liability coverage will be established based on the size and scope of the contract project. **Additional insured and/or waiver of subrogation endorsements will be required.**

- C. The minimum insurance amounts specified in paragraph B shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then OPSB shall not be liable for the deductible, nor shall it be an allowable cost if paid by the CONTRACTOR. Insurance issued on a claims-made basis and completed operations insurance shall be maintained for 2 years after acceptance and evidence of coverage shall be furnished to the OPSB yearly.
- D. The insurer's cost of providing the insured's a defense and appeal, including attorney fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. If any of the Contractor's sureties or insurers is declared bankrupt or placed into receivership, ceases to meet any of the requirements of the Contract Documents or its license to do business in the State of Louisiana is revoked or expires, the Contractor shall meet the requirements of the contract documents.
- E. Certificates of insurance evidencing that the requirements of paragraph B have been met shall be furnished to OPSB before work is commenced with respect to performance under this Contract. **In addition to the certificate of insurance, a copy of all required endorsements will be required as proof of the coverage placement.** The insurance required pursuant to the provisions of this clause shall be in such form and for such periods of time as OPSB may require or approve, and with insurers approved by OPSB. Provisions shall be made for 30 days advance written notice by mail to OPSB of change in or cancellation of such insurance.
- F. In the event the CONTRACTOR fails to furnish such certificates prior to the commencing of work or to continue to maintain such insurance during the performance of the Contract OPSB shall have the right to withhold any payments or partial payments required to be made under this Contract; and shall have the right to continue withholding any or all of said payments so long as the CONTRACTOR has not complied with the requirements of this clause.

CONSIDERATION OF PROPOSALS: Each proposal remains valid and binding up to and including one hundred twenty (120) days after the date set for receipt of any proposal. The OPSB may accept any proposal and award a contract within one hundred twenty (120) days of the date for the receipt of any proposal. If the OPSB does not make an award within one hundred twenty (120) days of the date set for the receipt of any proposal, all proposals will be considered rejected.

PROPOSAL PROCESS:

A. Each proposal will be reviewed by a selection committee to determine if the proposal is in compliance with the RFP as outlined in the specifications. Upon determination of compliance of ALL proposal specifications, the proposal(s) deemed to be the most responsive and responsible will be evaluated based on the following:

	Criteria	Points Assigned
A.	Specialized experience and technical competence, with emphasis on the commissioning of green and educational facilities.	0 – 30
B.	Performance history regarding competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines.	0 – 30
C.	Cost	0 – 30
D.	Locally-owned and minority-owned participation.	0 – 10
	Total points possible	100

- B. The evaluators may conduct interviews with “short-listed” firms if needed to clarify information provided in the proposals and a recommendation made to the Board.

ORLEANS PARISH SCHOOL BOARD
Purchasing Department

**STATEMENT OF WORK
DESIGN SERVICES**

**BUILDING COMMISSIONING
HYNES ELEMENTARY SCHOOL REBUILD PROJECT &
MAHALIA JACKSON –EARLY CHILDHOOD AND FAMILY LEARNING CENTER RENOVATION**

SECTION 1 - BACKGROUND

1.1 Buildings

The Orleans Parish School Board (Owner) is seeking the services of a qualified commissioning authority (CA) for design and construction of the Hynes Elementary School Rebuild (Construction Project), and the Mahalia Jackson – Early Childhood and Family Learning Center. The Construction and Renovation Projects consist of first: the renovation of an existing 56 year old Mahalia Jackson Elementary School, approximately 59,000 gross square feet, located in New Orleans, Louisiana. This facility has completed a selected demolition of all fenestration, and storm damaged interior walls.

Hynes Elementary School is new 1-story school building of approximately 90,000 gross sf located in New Orleans, Louisiana. The facility is comprised of approximately 53,000 SF of classroom/classroom support, 4,000 SF of media center/media center support, 5,000 SF of auditorium, 6,000 SF of office space, 11,000 SF of student dining and food service and 11,000 SF of building support.

Both projects have gone through the Programming and Schematic Phases, with the Mahalia Jackson project receiving bids on December 18, 2008. The Final Design for Hynes is expected to be complete by February of 2009, with construction starting in April of 2009 and a projected occupancy date of December 2011.

1.2 Performance Targets

Building performance targets include U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Certified (29-36 points) rating as a minimum requirement. The CA will be responsible for meeting the LEED requirements for the Fundamental Commissioning prerequisite and the Enhanced Commissioning credit.

1.3 Management Structure

The management structure of both projects is traditional design/bid/build with full design documents and specifications to be developed by the Hegedus Architects (A/E) team for Hynes and John C. Williams for Mahalia Jackson. The construction documents will be let out to bid and a general contractor will be hired to complete the construction. The Owner's primary construction representative on-site will be provided by a project management (PM) firm. The commissioning authority shall report to the PM and coordinate all activities through the PM. The A/E design team shall provide written design intent, basis of design, and full sequences of operation for all equipment and systems for the commissioning authority to use in writing functional performance tests and assembling a re-commissioning manual. The general contractor will execute the functional testing of equipment, in accordance with construction specifications, coordinated and documented by the commissioning authority, using forms provided by the commissioning authority.

1.4 Commissioning Overview

The Owner is committed to commissioning this facility to ensure that all systems are complete and functioning properly upon occupancy and that facility staff has adequate system documentation and training. Commissioning consists of systematically documenting that specified components and systems are designed, installed and started up properly, and then functionally tested to verify and document proper operation through all modes and conditions. In addition, owner-personnel training shall be verified and final project operations and maintenance (O&M) documents shall be reviewed for completeness and inclusion to a re-commissioning manual.

1.5 Commissioning Process Summary

1.5.1 Commissioning Process during Design

The CA works with the PM and Owner to develop the Owner's preliminary project requirements.

The CA works with the PM and A/E to develop a Design Phase Commissioning Plan. The A/E performs the commissioning related tasks of documenting the design intent in addition to their normal functions. The CA shall review and enhance the Owner's preliminary project requirements.

The CA performs a focused review of design documents to meet design intent, Owner's requirements, and commission ability at 100% of Preliminary Design (Schematic Design and Design Development) and 50% and 95% of Final Design. The CA develops commissioning specifications for the construction documents, with review by the A/E. The CA completes a Preliminary Design Commissioning Report, Final Design Commissioning Report, and a Construction Phase Commissioning Plan.

The CA, along with the PM and A/E team, shall perform all requirements and provide documentation necessary to satisfy the LEED Fundamental Commissioning prerequisite and Enhanced Commissioning credit tasks for the design phase.

1.5.2 Commissioning Process during Construction and Warranty

A scoping meeting is conducted by the commissioning authority (CA) where the commissioning process and Construction Phase Commissioning Plan is reviewed with the contractors, and the Plan is revised accordingly. The CA reviews submittals pertaining to equipment designated for commissioning to ensure all equipment meets owner's project requirements. The CA coordinates the development and verification of pre-functional checklists, startup plans, and functional performance test procedures for specific equipment and systems.

In general, the checkout and performance verification proceeds from simple to complex; from component level to equipment to systems and intersystem levels; and with pre-functional checklists being completed before functional testing. The subcontractors (Subs), under their own direction, execute and document the pre-functional checklists and perform startup and initial checkout. The CA documents that the checklists, startup procedures, and functional performance tests are completed according to the approved plans. This may include the CA witnessing startup and testing of selected equipment, sufficient to be confident that proper procedures are followed. Items of non-compliance related to installation, lack of proper start-up, or failure to pass a functional performance test, are corrected and retested at the Subs' expense.

The CA reviews and coordinates the training provided by the Subs and verifies that it is complete. The CA completes a Final Commissioning Report and re-commissioning manual upon building acceptance by the Owner. Deferred and seasonal testing and performance evaluation is conducted during the Warranty Phase. The CA completes a Post-Warranty Commissioning Report at the close of the one-year Warranty Phase.

The CA, along with the PM and A/E team, shall perform all requirements and provide documentation necessary to satisfy the LEED Fundamental Commissioning prerequisite and Enhanced Commissioning credit tasks for the construction phase.

SECTION 2 - SCOPE OF WORK

2.1 Commissioning Authority Responsibilities

- The primary role of the CA is to develop and coordinate the execution of a design review and testing plan, and to observe and document whether systems are functioning in accordance with the documented design intent and the contract documents.
- The CA is not responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, or management.
- The CA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the PM, A/E and the general contractor.
- The construction contractors will provide all tools or the use of tools to start, check-out and functionally test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the CA.
- The CA shall be responsible for meeting the LEED requirements for the Fundamental Commissioning prerequisite and the Enhanced Commissioning credit.
- The CA is responsible for assisting in the LEED application and documentation process.

2.1.1 Preliminary Design Phase (Schematic Design and Design Development)

1. Coordinate the commissioning work during the Preliminary Design Phase.
2. Develop a Design Phase Commissioning Plan including the LEED commissioning requirements during design.
3. Work with the PM, Owner and A/E to create the preliminary project requirements. Assist design team members in developing their portions of the design intent and review their submissions.
4. Perform a focused design review at the end of Preliminary Design as described in Attachment 1 and include LEED commissioning requirements.
5. Develop a draft project-specific Construction Phase Commissioning Plan.
6. Complete a Preliminary Design Commissioning Report at the end of the Preliminary Design Phase.

2.1.2 Final Design Phase (Construction Documents)

1. Coordinate the commissioning work during the Final Design Phase.
2. Perform a focused review of the drawings and specifications when 50% and 95% complete, as described in Attachments 2 and 3.
3. Conduct coordination meeting with owner and A/E team to resolve issues identified during design review.
4. Assist and review the development of documentation for design intent, operating parameters, and full sequences of operation for inclusion in the construction documents.

5. Update and expand the draft Construction Phase Commissioning Plan. The Plan will include a section referencing the specifications as they apply to contractor responsibilities during commissioning.
6. Develop full commissioning specifications for all commissioned equipment and systems. The commissioning specification shall include:
 - Detailed description of the responsibilities of all parties included in the commissioning process;
 - Details of the commissioning process;
 - Reporting and documentation requirements, including formats;
 - Deficiency resolution;
 - Pre-functional checklist and startup requirements;
 - Functional performance testing process;
 - Specific functional performance test requirements, including test conditions; and
 - Acceptance criteria for each piece of equipment being commissioned.
7. Have the commissioning specifications approved by the PM and A/E team and included in the A/E construction specifications.
8. Along with the PM and A/E team, perform all tasks and provide documentation necessary to satisfy the LEED Fundamental Commissioning prerequisite and Enhanced Commissioning credit.
9. Complete a Final Design Commissioning Report at the end of the Final Design Phase.

2.1.3 Construction and Acceptance Phase

1. Coordinate the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules, and technical expertise.
2. Coordinate the commissioning work and, with the general contractor (GC) and PM ensure that commissioning activities are identified in the master schedule.
3. Revise the Construction Phase Commissioning Plan developed during Final Design.
4. Plan and conduct a commissioning scoping meeting where the commissioning process and the Construction Phase Commissioning Plan are reviewed with the general contractor, the commissioning team members, and subcontractors (at minimum including electrical, mechanical, controls, and plumbing).
5. Coordinate additional meetings as necessary during construction to plan, schedule, and review commissioning activities and to resolve issues.
6. Review contractor submittals applicable to systems being commissioned for compliance with commissioning needs and the owner's requirements, concurrent with the A/E reviews.
7. Request and review additional information required to perform commissioning tasks, including O&M materials and contractor installation, start-up and checkout procedures.
8. Refine and distribute pre-functional tests and checklists.
9. Before startup, review the control sequences and interlocks and work with contractors and design engineers to refine detailed testing procedures.
10. Develop an enhanced start-up and initial systems checkout plan with Subs.
11. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/ substitutions relating to the commissioning process. Assist in resolving any discrepancies.
12. Verify pre-functional tests and checklist completion by reviewing pre-functional checklist reports or by direct site observation.

13. Verify systems startup by reviewing start-up reports and by selected site observation.
14. Refine and distribute the functional performance test procedures for equipment and systems. Test procedures may include energy management control system trending, stand-alone data-logger monitoring or manual functional testing.
15. Coordinate and witness all or part of the functional performance test procedures, sufficient to be confident that proper procedures are followed. Document this testing and include documentation in the re-commissioning manual. Notify Owner's project manager of any deficiencies in results or procedures. Coordinate retesting as necessary until satisfactory performance is achieved.
16. Analyze any functional performance trend logs and monitoring data to verify performance.
17. Continually maintain a master deficiency and resolution log and develop a separate testing record. Provide to the Owner and CM written progress reports and test results with recommended actions.
18. Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.
19. Coordinate and verify the training of the Owner's operating personnel.
20. Develop a re-commissioning manual per LEED requirement for the Enhanced Commissioning credit.
21. Coordinate and review the preparation of the O&M sections of the re-commissioning manual.
22. Along with the PM and A/E, perform all tasks and provide documentation necessary to satisfy the LEED Fundamental Commissioning prerequisite and Enhanced Commissioning credit for the Construction Phase.
23. Complete a Final Commissioning Report at the end of the Construction Phase.

2.1.4 Warranty Period Phase

1. Coordinate required seasonal or deferred testing and deficiency corrections and provide the final testing documentation for the commissioning record in the re-commissioning manual.
2. Return to the site at 10 months into the 12-month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the re-commissioning manual. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing documents and requests for services to remedy outstanding problems.
3. Update a master deficiency and resolution log.
4. Provide a Post-Warranty Commissioning Report.
5. Submit binder with all warranty information to owner.

2.2 Systems to Be Commissioned

The following systems, including all components and controls, shall be commissioned:

1. Central building automation systems, including linkages to remote monitoring and control sites (this excludes any security-related control systems or interlocks).
2. Life safety systems and the toxic gas monitoring system (verify that HVAC systems are interlocked and operate per code under emergency situations).
3. Central plant systems (boilers, chillers, pumps, etc.).
4. All equipment of the heating, ventilating and air conditioning systems, including Test and Balance (TAB) procedures and ductwork testing and cleaning.
5. Emergency power systems.
6. Lighting control systems.

2.3 Functional Performance Test Requirements

- The functional performance testing shall include operating the system and components through each of the written sequences of operation and other significant modes including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted, and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during pre-functional checklist testing by the installing contractors and spot-checked by the commissioning authority during functional testing, sufficient to be confident that proper procedures are followed.
- Tests on respective HVAC equipment shall be executed during the heating, cooling, and swing seasons. However, some overriding of control values to simulate conditions may be allowed, if used judiciously. The central plant shall have its efficiency bench-marked for later use by operations staff. Functional testing shall be done using conventional manual methods, control system trend logs and read-outs, or stand-alone data-loggers, to provide a high level of confidence in proper system function, as deemed appropriate by the CA and the Owner.
 - The functional performance testing process and equipment shall be coordinated with the building's energy management control system and long-term monitoring objectives.

SECTION 3 - DELIVERABLES

3.1 Preliminary Design Phase

3.1.1 Design Phase Commissioning Plan

Due: 1 month after contract execution

The Design Phase Commissioning Plan shall include the following elements:

- An overview of the Design Phase commissioning process
- A description of the Owner's project requirements including all building and system performance criteria desired by the owner as well as acceptance criteria which will be used to determine if the building meets design intent.
- A list of requirements, features and systems to commission during design development
- Identification of primary commissioning participants and their responsibilities
- A description of the management, communication, and reporting for the Plan, as well as for resolution of issues identified during commissioning

3.1.2 Construction Phase Commissioning Plan — Draft Outline

This first version of the Construction Phase Commissioning Plan shall include the following:

- A brief overview of the commissioning process
- A list of proposed commissioned features and systems
- Identification of primary commissioning participants and their responsibilities
- A description of the management, communication, and reporting for the Plan, as well as for resolution of issues identified during commissioning.
- An outline of the commissioning process scope including submittal review, observation, start-up, testing, training, O&M documentation, and warranty period activities
- A list of the expected written work products
- An activity schedule

3.1.3 Preliminary Design Commissioning Report

The report shall include an executive summary, list of participants and roles, building description, overview of commissioning scope, and a general description of design verification methods. For each commissioned feature, the report should contain the evaluation of the CA regarding the adequacy of the design in meeting the design intent, owner's requirements and contract documents based on reviewing the 100% Preliminary Design submittal. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement, future actions, and commissioning process changes shall also be listed. Appendices shall contain meeting minutes, progress reports, deficiency lists, findings, unresolved issues, and communication records.

3.2 Final Design Phase

3.2.1 Design Review at 50% of Final Design

The report shall include an executive summary, list of participants and roles, building description, overview of commissioning scope, and a general description of design verification methods. The report shall focus on the issues log, tracking deficiencies, and recommendations as well as the results of a coordination meeting with the CA, Owner, and A/E team to resolve any issues identified up to this point in the design.

3.2.2 Construction Phase Commissioning Plan - Expanded

This expanded version of the Construction Phase Commissioning Plan shall include the following based on the 95% Final Design construction documents and specifications:

- A detailed overview of the commissioning process
- A list of all proposed commissioned features, systems, elements and equipment
- Identification of primary commissioning participants and their responsibilities
- A description of the management, communication, and reporting for the Plan
- A description of the commissioning process scope including submittal review, observation, start-up, testing, training, O&M documentation, and warranty period activities
- A description of the expected written work products
- An activity schedule
- A description of the rigor and scope of testing

This Plan shall also include a dedicated section detailing the commissioning requirements that the CA recommends be included in the general contractor bid documents. In particular, the section shall direct the contractors toward the appropriate specifications regarding their commissioning responsibilities.

3.2.3 Design Review at 95% of Final Design:

The report shall include an executive summary, list of participants and roles, building description, overview of commissioning scope, and a general description of design verification methods. The report shall document the issues log, deficiencies, and recommendations as well as the results of a coordination meeting with the CA, Owner, and A/E team to resolve any issues identified up to this point in the design.

Final Design Commissioning Report:

The report shall include an executive summary, list of participants and roles, building description, overview of commissioning scope, and a general description of design verification methods. For each commissioned feature, the report should contain the evaluation of the CA regarding the adequacy of the design in meeting the design intent, owner's requirements and contract documents based on the 100% Final Design submittal. Recommendations for improvement, future actions, and

commissioning process changes shall also be listed. Appendices shall contain meeting minutes, progress reports, issues log, deficiency lists, design review findings, and communication records.

3.3 Construction Phase

3.3.1 Construction Phase Commissioning Plan — Updated

Due: (2 months after execution of this contract phase)

This updated version of the Construction Phase Commissioning Plan shall include the following areas based on the 100% Final Design construction documents and specifications as well as identification of the general contractor and selected subcontractors:

- Identification of all commissioning participants and their responsibilities
- A detailed description of the management, communication, and reporting protocol
- A detailed activity schedule

3.3.2 Monthly Progress Reports

Due: (first Monday of each month, estimated 12 occurrences)

Each monthly progress report shall include the following elements:

- A brief overview and status of the Construction Phase commissioning process
- Overview of the primary commissioning participants and their responsibilities
- Activities that occurred during the previous month
- Planned activities for the upcoming month
- Any outstanding non-compliance items for the month shall be specifically listed.
- Recommendations for improvement, future actions, and commissioning process changes shall also be listed.

3.3.3 Final Commissioning Report

Due: (upon final acceptance of the building)

The report shall include an executive summary, list of participants and roles, building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the evaluation of the CA regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:

- 1) Equipment meeting the specifications,
- 2) Equipment installation,
- 3) Functional performance and efficiency,
- 4) Equipment documentation and design intent, and
- 5) Operator training.

All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, and commissioning process changes shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, or trend log where the deficiency is documented. The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, and communication records. Pre-functional checklists and functional tests (along with blank forms for future use by the operators) and monitoring data and analysis will be provided in a separate labeled binder as part of the re-commissioning manual.

3.3.4 Documentation Required for LEED Commissioning Requirements

Due: (upon final acceptance of the building)

The CA shall provide the following:

- A copy of the Commissioning Plans highlighting the six fundamental commissioning procedures as listed in the prerequisite requirements and five additional commissioning tasks as listed in the credit requirements
- A re-commissioning management manual
- A signed letter of certification by the CA confirming that the Commissioning Plans have been successfully executed and the design intent of the building has been achieved
- A signed letter of certification by the CA confirming that the Enhanced Commissioning credit tasks have been successfully executed and the design intent of the building has been achieved

3.4 Warranty Phase

3.4.1 Warranty Phase Commissioning Plan

Due: (1 month after execution of this contract phase)

The Warranty Phase Commissioning Plan shall include the following elements:

- An overview of the Warranty Phase commissioning process
- A list of features, systems, and performance to commission during the first year of occupancy
- Identification of primary Warranty Phase commissioning participants and their responsibilities
- A description of the management, communication, and reporting for the Plan
- A detailed activity schedule
- A detailed description of the rigor and scope of testing and any outstanding training needs

3.4.2 Intermediate Warranty Period Commissioning Report

Due: (6 months after execution of this contract phase)

The Intermediate Warranty Period Commissioning Report shall include the following elements:

- A brief overview and status of the Warranty Phase commissioning process
- Overview of the primary commissioning participants and their responsibilities
- Commissioning activities that occurred since final acceptance
- Planned activities until the end of the warranty
- Any outstanding non-compliance items for the period shall be specifically listed.
Recommendations for improvement, future actions, and commissioning process changes shall also be listed.

3.4.3 Post-Warranty Commissioning Report

Due: (1 year after execution of this contract phase)

The report shall include an executive summary, list of participants and roles, building description, overview of commissioning and testing scope and a general description of testing and verification methods applied during the warranty period. For each piece of commissioned equipment, the report

should contain the evaluation of the CA regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:

- 1) Equipment meeting the specifications,
- 2) Equipment installation,
- 3) Functional performance and efficiency,
- 4) Equipment documentation and design intent, and
- 5) Operator training.

All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, and re-commissioning shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, or trend log. Where the deficiency is documented. The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, and communication records. Functional tests and monitoring data and analysis will be provided in a separate labeled binder.

ATTACHMENT 1

FOCUSED PRELIMINARY DESIGN REVIEW ELEMENTS

The following areas shall be reviewed by the commissioning authority in the Preliminary Design submittal.

Design Area	Review Description
____ <i>Commissioning facilitation</i>	Input regarding making the building easier to commission (see Attachment 3).
____ <i>Energy Efficiency</i>	General efficiency of building shell, building layout, HVAC system types, lighting system type, etc..
____ <i>Operations and Maintenance (O&M)</i>	How building O&M and re-commissioning can be made easier (accessibility and system control, etc.).
____ <i>Indoor Environmental Quality (IEQ)</i>	How thermal, visual, acoustical comfort and air quality can be enhanced (see Attachment 4 for IAQ).
____ <i>Functionality for Tenants</i>	How the design can be changed to improve functionality for the occupants.

ATTACHMENT 2**FOCUSED 50% AND 95% DESIGN REVIEW ELEMENTS**

The commissioning authority shall perform a review at the 50% and 95% of Final Design completion stages comprised of the following areas:

Design Area	Review Description
___ <i>Commissioning facilitation</i>	Input regarding making the building easier to commission (see Attachment 3).
___ <i>Component energy efficiency</i>	Review for adequacy of the efficiency of bldg. shell components, HVAC systems and lighting systems.
___ <i>Control system & control strategies</i>	Review HVAC, lighting, fire control, emergency power, security control system, strategies and sequences of operation for adequacy and efficiency.
___ <i>Indoor environmental quality</i>	Review to ensure that systems relating to thermal, acoustical, air quality comfort, and air distribution are in accordance with the design intent (see Attachment 4 for IAQ).
___ <i>Functionality for occupants</i>	Review to ensure that the design meets the functionality needs of the occupants.
___ <i>Operations and maintenance</i>	Review for effects of specified systems and layout toward facilitating O&M and re-commissioning (equipment accessibility, system control, etc.).
___ <i>O&M documentation</i>	Verify that the building O&M plan and documentation requirements specified are adequate and can be included in the re-commissioning manual.
___ <i>Training</i>	Verify that operator training requirements specified are adequate.
___ <i>Commissioning specifications</i>	Verify that bid documents adequately specify building commissioning and that there are adequate monitoring and control points specified to facilitate commissioning, O&M, and re-commissioning (trending capabilities, test ports, control points, gages and thermometers).
___ <i>Owner's design guide or standard</i>	Verify that the design complies with the Owner's own design standard or guideline.

ATTACHMENT 3**COMMISSIONING FACILITATION REVIEW**

One of the primary tasks for the commissioning authority is reviewing the design documents to facilitate commissioning during construction. The Construction Phase commissioning process can be made easier and more effective if certain features are included in the design. Below is a list of some of these features. The review is not expected to be limited to only those issues listed below.

- Clear and rigorous design documentation, including detailed and complete sequences of operation.
- An HVAC fire and emergency power response matrix listing all equipment and components (air handlers, dampers, valves, etc.) with their status and action during a fire alarm and under emergency power.
- Access for reading gages, entering doors and panels, observing and replacing filters, coils, etc.
- Pressure gages, thermometers and flow meters in strategic areas to facilitate verifying system performance, O&M and re-commissioning.
- Required isolation valves, dampers, interlocks, piping, etc. to allow for manual overrides, simulating failures, seasons and other testing conditions.
- Pressure and temperature (P/T) plugs close to controlling sensors for verifying their calibration.
- Pressure and temperature (P/T) plugs at less critical areas or on smaller equipment where gages and thermometers would be over-kill.
- Specification of the location and criteria for the VAV duct static pressure sensor and chilled water differential pressure sensor.
- Uniform inlet connection requirements to VAV terminal boxes.
- Specification of the entire VAV supply and exhaust system for the laboratory area.
- Adequate balancing valves, flow metering and control stations and control system functions to facilitate and verify reliable test and balance.
- Specification of the lighting control system including fixture type and layout, circuit grouping, and occupancy-based controls.
- Sufficient monitoring points in the building automation system (BAS), even beyond that necessary to control the systems, to facilitate performance verification and re-commissioning.
- Adequate trending and reporting features in the BAS.
- Clear and complete commissioning specifications for the Construction Phase.
- Complete O&M and re-commissioning documentation requirements in the specifications.
- Complete training requirements in the specifications.
- Review entire document and building information management plan from design through construction and turnover to ensure adequacy and compliance with the owner's program.

ATTACHMENT 4**COMMISSIONING FOR INDOOR AIR QUALITY REVIEW CHECKLIST
DESIGN PHASE*****Preliminary and Final Design Phase***

Document the results from each of the following tasks:

1. Review indoor air quality requirements in accordance with the initial design intent of the owner's needs, codes, and standards: *ASHRAE Standard 62.1-2007, Ventilation for Acceptable Indoor Air Quality* and *Standard 55-2004 Thermal Environmental Conditions for Human Occupancy*.
2. Review that the indoor air quality objectives established in the Programming Phase are included in the design and are well documented in the design intent.
3. Establish the outdoor air intake requirements and location for each area of the building.
4. Establish procedures for verifying and documenting ventilation rates in each area.
5. Review how adequate ventilation rates will be maintained during all occupied modes of operations, particularly during VAV terminal box turn-down.
6. Review air intakes and exhausts for short circuiting.
7. Review exterior pollution sources such as garages, loading docks, and cooling towers.
8. Review the impact of the office partitions configurations with respect to ventilation effectiveness.
9. Review choice of filtration type and design, materials, and location.
10. Review HVAC material specifications and application regarding potential for airflow erosion, corrosion and microbial contamination (HVAC insulation materials, etc.).
11. Review air supply system components to ensure control and minimization of the presence of free water and to minimize microbial contamination (condensate trays, humidifiers, water baffles, mist eliminators and cooling towers).
12. Verify the suitability of access doors and inspection ports to all chambers and components of air handling system plenums. Verify that proper cleaning of both sides of coils, condensate pans and/or humidifier reservoirs can be accomplished through the doors.
13. Verify that the specifications specify proper methods and conditions for operating the HVAC system prior to full control and occupancy, to minimize dirt and unwanted moisture entering the ductwork, coils, building cavities and any occupied portions of the building.

END OF STATEMENT OF WORK

APPENDIX A

A1: PRINCIPALS OF THE COMPANY

PRESIDENT: _____

VICE-PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

PROPOSER: _____

SIGNATURE: _____

NAME: _____
(PRINT OR TYPE)

ADDRESS: _____

CITY, STATE, and ZIP: _____

AREA CODE & PHONE: _____

AREA CODE & FAX: _____

EMAIL: _____

LIST THE PROPOSER'S FEDERAL TAX IDENTIFICATION NUMBER _____

Proposer is (check one) _____ Sole Proprietorship; _____ Partnership; _____ Corporation
(If corporation, in what state incorporated) _____; or
____ Joint venture. Identify parties:

APPENDIX A

A2: NON-COLLUSION STATEMENT

State of Louisiana
Parish of Orleans

States that he/she is _____ (a partner of the firm, officer of the corporation, or individual making the foregoing proposal or proposal); that said proposal 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 proposal or to refrain from proposing, collusion, or communication or conference, with any person, to fix the proposal price or affiant or any other proposal, 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 proposal or proposal are true.

(Signature)

**APPENDIX A:
A.3: PROPOSER'S OFFER**

TO: ORLEANS PARISH SCHOOL BOARD

Purchasing Department

3520 General De Gaulle Drive, Fifth Floor, Room 5055

New Orleans, Louisiana 70114

1. Having read the Request for Proposal and the Specifications I the undersigned, authorized to represent corporation, partnership, sole proprietorship (the Company) listed below, hereby submit to the OPSB this proposal for providing the service as listed above.

2. This proposal is submitted on behalf of:

Company: _____

Address: _____

Street Number/P.O. Box Street Name

City

State

Zip

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

4. In submitting this proposal, the Proposer agrees to the terms and conditions of the Request For Proposals, including the Specification and instructions to Proposers. If this proposal is signed by a partner, the person hereby states that he/she has the authority to bind the partnership; if signed by a corporate officer or employee, that person hereby states that he or she has the authority to bind the corporation. (Copy of corporate resolution attached).

Signature of Company Representative

Representative's Title

Date

**APPENDIX B:
B.1 ADDENDUM FORM**

This form is to be completed, signed and left attached to the Proposal Documents and delivered to the Orleans Parish School Board by the time and date advertised.

DATE: _____

Orleans Parish School Board
Purchasing Department
3520 General De Gaulle Drive
Fifth Floor, Room 5055
New Orleans, LA 70114

Re: Request for Proposal No. 09-

Gentlemen:

In compliance with the Proposal Documents, the undersigned agrees, if this offer is accepted and awarded within one hundred twenty (120) calendar days from the date for the receipt of the offer specified in the Request for Proposal, to furnish any or all services awarded at the price offered during the time period specified through construction completion of both projects.

Acknowledgment of Addenda:

Addendum No. _____ , dated _____
Addendum No. _____ , dated _____
Addendum No. _____ , dated _____

The proposer acknowledges receipt of the above identified addenda which amended the Bidding Documents.

Signature of Company Representative

Representative's Title

Date

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 subawards (exceeding \$100,000 in Federal funds) at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

NAME/ADDRESS OF VENDOR _____

TITLE/TITLE OF SUBMITTING OFFICIAL _____

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). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

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

Organization Name _____

Name and Title of Authorized Representative _____

Signature _____ Date _____

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

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

PROPOSED HOLIDAYS FOR THE 2008-2009 SCHOOL YEAR

SEPTEMBER 1, 2008 - Labor Day

NOVEMBER 26, 2008 through **NOVEMBER 28, 2008** - Thanksgiving Holidays

DECEMBER 22, 2008 through **January 2, 2009** - Christmas Holidays

JANUARY 19, 2009 - Martin Luther King Holiday

FEBRUARY 23, 2009, through **FEBRUARY 25, 2009** –Mardi Gras Holidays

APRIL 9, 2009 through **APRIL 14, 2008** – Spring Break

JULY 4, 2009—Independence Day