



**PARISH SCHOOL BOARD**

**REQUEST FOR PROPOSALS**

**RFP-5137**

**Indefinite Deliveries Contract for  
Environmental Services**

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A SPECIAL COMMITTEE OF  
ASCENSION PUBLIC SCHOOL STAFF MEMBERS  
NOVEMBER 5, 2020

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# REQUEST FOR PROPOSALS FOR

## *Indefinite Deliveries Contract for Environmental Services*

### **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

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#### **1.1 Background**

The Ascension Parish School System is seeking Request for Proposal from professionally licensed firms interested in Indefinite Deliveries Contract for Environmental Services to provide environmental services on an as-needed basis for routine, emergency, and/or disaster situation. Site location will be any property owned by Ascension Parish Schools / Ascension Parish School Board.

Applications will be received by the Ascension Parish School Board, Attention Carl W. Fontenot, Purchasing Department, 932 Orice Roth Rd, Gonzales, LA 70737, not later than 2:00 p. m., November 5, 2020.

The applications will be opened at the Ascension Parish School Board Distribution Center, following the deadline for receiving the request for proposals, on the above noted date.

Detailed specifications and project list may be obtained by visiting the website at [www.apsb.org/aeselection2020](http://www.apsb.org/aeselection2020) or emailing Leslie Landry at [purchasing@apsb.org](mailto:purchasing@apsb.org), Purchasing Secretary, 932 Orice Roth Rd, Gonzales, LA 70737, 225/391-7134.

It is the policy of the Ascension Parish School Board to provide equal opportunities without regard to race, color, national origin, sex, age, disabilities, or veteran status in educational programs and activities. This includes, but is not limited to, admissions, educational services financial aid and employment.

Respondents, their consultants, sub-consultants, or other parties representing the Respondent for this solicitation may not contact any member of the RFP Selection Board concerning this project from the date of advertisement until after the date of selection.

The Ascension Parish School Board reserves the right to reject any and/or all of the submittals in response to this Request for Proposals.

The Ascension Parish School Board reserves the right to accept one or multiple teams for this project.

The firm(s) selected for each RFP will be responsible for assembling the sub consultants necessary to meet the requirements of the RFP. The Ascension Parish School Board

reserves the right to review the proposed firm/team and reject any consultants identified to be part of the applicant's team due to poor past performance.

### 1.2 Fees

Funding for professional services is through 2020 Bond funds, General Funds, Maintenance Funds, State or Federal Funding, and any other funding source. The successful firm(s) shall understand that the fees associated with projects will be based on the Unit Price Cost Proposal Form, included in the Standard Form. Services outside of this scope will be negotiated with the Owner.

For any scope of work that will have Federal Funding, the contract or agreement is subject to Federal Clauses listed in Appendix A.

### 1.3 Goals and Objectives

It is the goal to have this professional available to assist with any environmental need of the Owner. This will include, but not limited to, maintaining of AHERA requirements, project management of remediation/abatement projects, monitoring of remediation/abatement projects, testing of air quality, and testing of material.

### 1.4 – Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable.
- E. Allows - The term “allows” denotes desirable.
- F. Contractor – Any person having a contract with a governmental body.
- G. APSB - Ascension Parish School Board
- H. Proposer - Vendor/Company who is quoting on the RFP.
- I. Discussions - A formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- J. Provide(s) - The term “provides” denotes desirable

### 1.5 - Schedule of Events

<u>Event</u>	<u>Date</u>
1. RFP Advertisement Dates	11/05/2020, 11/12/2020, 11/19/2020

2. Deadline to receive written inquiries	12/01/2020, 2:00 PM
3. Deadline to answer written inquiries	12/03/2020, 2:00 PM
4. Receipt of Proposal Date	12/08/2020, 2:00 PM
5. Anticipated Selection Committee Review Meeting	TBD
6. Notice of Intent to Award	TBD

**NOTE: The Ascension Parish School Board reserves the right to deviate from these dates.**

### **1.6 - Proposal Submittal**

All proposals shall be received by the Parish School Board Purchasing Department no later than the date and time shown in the Schedule of Events.

- The outside of the RFP envelope/box (or outermost envelope/box if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) **must be labeled with the following information:**
  - **Owner's Name**
  - **Company Name**
  - **Request for Proposal Number (See acceptable formats below):**
    - **RFP-5137**
    - **RFP5137**
    - **Request for Proposal RFP-5137**
    - **Request for Proposal RFP5137**
    - **Request for Proposal 5137**
  - **Louisiana Contractor's license number of the Bidder** (if applicable)

Failure to label all envelopes or boxes exactly as stated above shall result in a **MANDATORY** rejection of this bid. APSB does not have the right to waive informalities as dictated by public bid law. Sole responsibility for properly labeling, mailing, and delivering of bids is that of the bidder. Below is a sample of a correctly worded label, this label can be cut out and used as your label(s) if desired.

Preferred method is to label 2 sides of all envelopes/boxes.

# Request for Proposal RFP-5137

Company Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

LA License #: \_\_\_\_\_

**Ascension Parish School Board  
APSB Distribution Center  
932 W. Orice Roth Road  
Gonzales, LA 70737**

Proposals will only be accepted from the following three options:

1. **Hand Delivery – 932 W. Orice Roth Road, Gonzales, LA 70737**
2. **Sent by registered or certified mail with a return receipt requested, to: 932 W. Orice Roth Road, Gonzales, LA 70737**
3. **Electronic Submission via BidSync.com**  
**PLEASE BE AWARE THAT THE SUBMISSION OF BIDS/PROPOSALS VIA BIDSYNC WILL REQUIRE A CREATION OF A DIGITAL SIGNATURE. THIS CAN TAKE UP TO SEVEN (7) DAYS TO COMPLETE. CONTACT BID SYNC FOR DETAILS (1-800-990-9339)**

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Ascension Parish School Board is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**COPIES OF PROPOSALS REQUIRED IF HAND DELIVERED OR MAILED:**

**QUANTITY (6) PROPOSALS SHOULD BE SUBMITTED IN SEPARATE BINDERS OR BOUND SEPARATELY.**

**QUANTITY (1) PROPOSAL SHOULD BE SUBMITTED IN DIGITAL FORMAT (i.e. CD or USB DRIVE).**

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### **1.7 - Proposer Inquiries**

The single point of contact for the Ascension Parish School Board concerning this RFP shall be Mr. Carl W. Fontenot, Supply Chain Supervisor, (225) 391-7133. Proposers shall **NOT** contact any other APSB employee concerning this specific RFP during the Proposal process without submitting the request for information in writing to Mr. Fontenot. **FAILURE TO COMPLY WITH THIS AND ANY OTHER PROPOSAL INSTRUCTIONS DETAILED IN THIS RFP WILL BE REFLECTED IN THE GRADING CRITERIA LISTED AS COMPLIANCE WITH RFP INSTRUCTIONS (5) POINTS.**

### **1.8 - Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during a Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (\*). Initial inquiries shall not be entertained thereafter.

The APSB shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement. The APSB reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the APSB addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any APSB employee. The APSB shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries

received by the established deadline shall be considered by the APSB. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Ascension Parish School Board  
Attention: Carl W. Fontenot  
932 W. Orice Roth Road  
Gonzales, LA 70737

E-Mail: [purchasing@apsb.org](mailto:purchasing@apsb.org)  
Fax: (225) 391-7132  
Phone: (225) 391-7133

### **1.9 - Proposal Response Format**

Proposals submitted for consideration shall only be accepted on the STANDARD FORM APSB Professional Services found within this RFP.

Ascension Parish School Board does reserve the right to reject submissions that are not in correct format.

### **1.10 - Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.11 - Errors and Omissions in Proposal**

The APSB will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The APSB reserves the right to make corrections or clarifications due to patent errors identified in proposals by the APSB or the Proposer. The APSB, at its option, has the right to request clarification or additional information from the Proposer.

### **1.12 - Changes, Addenda, Withdrawals**

The APSB reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The APSB also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.



### **1.13 - Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the APSB, Attn: Carl W. Fontenot, Purchasing Department.

### **1.14 - Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the APSB pursuant to the RFP. Proposer should clearly identify those services or hardware being proposed. (For clarity, it is also recommended that the proposer list those not being submitted.)

### **1.15 - Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification. The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer should mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of their proposal sought to be restricted in accordance with the conditions of the legend: "The data contained in specific sections, as deemed by the proposer, will be submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Ascension Parish School Board shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Ascension Parish School Board's right to use or disclose data obtained from any source, including the Proposer, without restrictions." Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the Ascension Parish School Board will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Ascension Parish School Board and hold the Ascension Parish School Board harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the

Ascension Parish School Board to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Ascension Parish School Board harmless, the Ascension Parish School Board may disclose the information. The Ascension Parish School Board reserves the right to make any proposal, including proprietary information contained therein, available to Ascension Parish School Board committee personnel, consultants, for the sole purpose of assisting the Ascension Parish School Board in its evaluation of the proposal. The Ascension Parish School Board shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records. If your proposal contains confidential information, you should submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit such a copy within 48 hours of notification from the Ascension Parish School Board, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

#### **1.16 - Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the APSB to award a contract. The APSB reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the APSB to do so. APSB will accept or reject the various components and services in the manner deemed to best support APSB. The APSB may select multiple or a single proposer as best suits the district's objectives for any components or services

#### **1.17 - Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the APSB. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the APSB and not returned to proposers. Any copyrighted materials in the response are not transferred to the APSB.

#### **1.18 - Cost of Offer Preparation**

The APSB is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations (if needed), and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the APSB.

#### **1.19 - Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the APSB reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal. The

proposer must provide a term for possible additional purchases. APSB prefers that prices be valid for six (6) months.

### **1.20 - Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The APSB shall consider the selected Proposer to be the **sole point** of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.21 - Use of Subcontractors**

Each Contractor/Proposer shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. Proposers must identify subcontractor(s), provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the APSB urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified in the RFP.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.22 - Written or Oral Discussions/Presentations**

If needed, written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The APSB reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final written contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the APSB understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions. **APSB RESERVES THE RIGHT TO RECORD (VIDEO/AUDIO) ALL MEETINGS AND/OR CALLS DURING THIS RFP PROCESS.**

### **1.23- Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

### **1.24 - Evaluation and Selection**

All responses received as a result of this RFP are subject to a consensus evaluation by the APSB Evaluation Committee for the purpose of selecting the Proposer or Proposers

with whom the APSB shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the APSB Superintendent for the Proposer or Proposers whose proposals, conforming to the RFP, will be the most advantageous to the APSB, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the APSB

### **1.25 - Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the APSB needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the APSB may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. APSB Purchasing Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.26 - Contract Award and Execution**

The APSB reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, and any addendums, the proposal of the selected Contractor or Contractors will become part of any contracts initiated by the APSB.

If the contract negotiation period exceeds 14 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the APSB may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the APSB with the highest points, considering price and other factors considered.

Contract term is the length of time necessary to complete the all phases of the contract.

### **1.27 - Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award, APSB Purchasing Department will issue a Notice of Intent to Award letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the APSB, the APSB may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

APSB will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

### **1.28 - Insurance Requirements**

Contractor shall furnish the APSB with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the APSB before work commences. The APSB reserves the right to require complete certified copies of all required policies, at any time.

### **1.29 - Subcontractor Insurance**

The Contractor shall include all subcontractors as insurers under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### **1.30 - Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractors shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the APSB from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractors, their agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractors shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the APSB.

Contractors will indemnify, defend and hold the APSB harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the APSB in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the APSB shall give the Contractors: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractors' sole expense, and (iii) assistance in the defense of any such action at the expense of Contractors. Where a dispute or claim arises relative to a real or anticipated infringement, the APSB may require any Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractors shall not be obligated to indemnify that portion of a claim or dispute based upon: i) APSB unauthorized modification or alteration of a Product, Material, or

Service; ii) APSB use of the Product, Material, or Service in combination with other products, materials, or services not furnished by a Contractor; iii) APSB use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if a Contractor believes that it may be enjoined, that Contractor shall have the right, at its own expense and sole discretion as the APSB exclusive remedy to take action in the following order of precedence: (i) to procure for the APSB the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the APSB up to the dollar amount of the Contract. For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The APSB may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.31 - Payment for Services**

As identified in the Unit Price Cost Proposal Form.

### **1.32 - TERMINATION OF THIS AGREEMENT FOR CAUSE**

APSB may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the APSB shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the APSB may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the APSB to comply with the terms and conditions of this agreement, provided that the Contractor shall give the APSB written notice specifying

the APSB'S failure and a reasonable opportunity for the APSB to cure the defect.

**1.33 - No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the APSB to increase or decrease the amount, at the unit prices stated in the proposals selected to purchase some devices over time during any agreed term that prices will be valid.

**1.34 - Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal. Anything in the final contract that will NOT agree with this RFP should be clearly noted in the proposer's response.

**1.35 - Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of APSB Purchasing Department.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

# PART 2. EVALUATION

## 2.0 Evaluation Criteria /Scoring Weights

Criteria listed below (with the scoring weight assigned to each) will be used to evaluate proposals. These criteria will be applied and interpreted solely at the discretion of Ascension Parish School Board (APSB). Proposals should include all information necessary to demonstrate the ability to satisfy these criteria. APSB may request additional information required for the evaluation. Each section of the proposal may be evaluated separately.

### RFP Selection Board Score Card

#### SCORECARD FACTORS

	<b>Weight/Pts</b>
<b>1. Firm/Team Qualifications and Experience</b>	0-25 pts.
<ul style="list-style-type: none"><li>○ Firm/Team shall be evaluated based on project specific artificial turf experience and resources. Include as much information on the artificial turf system types used, without indicating a specific manufacturer.</li><li>○ Reputation of the firm (applicant) and sub consultants for personal and professional integrity and competence.</li><li>○ Primary focus should be on Prime Consultants Experience however the other team members (sub consultants) must be considered.</li><li>○ Comparison of budget amount versus contract award on cited project.</li></ul>	
<b>2. Key Personnel Qualifications and Experience</b>	0-15 pts
<ul style="list-style-type: none"><li>○ Specific Personnel Experience with Similar Projects must be considered</li><li>○ While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Engineers/Architect/Licensed Professional</li></ul>	
<b>3. Local Project Experience</b>	0-10 pts
<ul style="list-style-type: none"><li>○ Consideration must be given to Firms/Teams that can show experience with the User Agencies (City, State, Federal..) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.</li></ul>	
<b>4. Proposal/Understanding</b>	0-5 pts
<ul style="list-style-type: none"><li>○ Firm/Team's response should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications.</li><li>○ Responsiveness and ability to follow instructions</li></ul>	
<b>5. Compatibility (firm size related to project magnitude)</b>	0-10 pts
<ul style="list-style-type: none"><li>○ Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm's current workload.</li></ul>	



- Does the firm's past experience indicate examples of projects with similar scope of work

**6. Cost Effectiveness** 0-15 pts

- Firm/Team's cost effectiveness of proposal
- All unit costs are to be added together and the sum of unit costs will be used to identify the overall proposal. The proposals with the lowest overall cost will receive the highest score for cost effectiveness based on this formula for scoring cost:

$$CS = (LPC/PC * 40)$$

where CS = Computed Cost Score for Proposer.

LPC = Lowest Proposed Cost of all Proposers.

PL = Proposer's Cost.

**\*\*All Attachments must be signed by the proposer acknowledging receipt and acceptance of the terms contained in each document**

**7. Firm/Team Office Location Where Work Is To Be Performed** 0-5 pts

- Qualified firms that maintain an office in Ascension Parish and staffed with an adequate number of qualified employees to do the required work, shall be given consideration.
- In state firms shall be given priority over out of state firms.

**8. Past Performance on APSB projects** 0-10 pts

- The APSB Staff should generally discuss the firm/team based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the owner's representative, cooperation with permit authorities and others, ability to meet deadlines and budgets, and quality of work.
- A higher score would indicate success on past APSB projects. A lower score would indicate no past work relationship or questionable past performance with APSB.

**9. Special Conditions/Requirements Specified in RFP** 0-5 pts

- These special requirements and project considerations must be clearly spelled out in the RFP.
- Identify a proposed schedule to have one or multiple artificial turf projects completed and ready for competition play by August of 2021.
- In this category, consideration (points) may be given to firms who have not been selected by APSB in over 3 years.

**10. Oral Presentation**

- When specified, Oral Presentations shall provide RFP Selection Board Members with the opportunity to clarify questions and obtain a greater understanding of each short listed firms RFP submittal.
- After the Oral Presentation, each RFP Selection Board member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.

Each Committee Member will score the respondents based upon the score card factors listed above with a maximum value of 100 points. Each member will then list their top-scoring five (5) Proposers from the list of responsible Proposers under consideration. The top five (5) Proposers will receive Ranking Points associated with the following matrix:

- Five points for the first ranked Proposer
- Four points for the second ranked Proposer
- Three points for the third ranked Proposer
- Two points for the fourth ranked Proposer
- One point for the fifth ranked Proposer
- Zero points for all other Proposers

The total Ranking Points of all Committee Members will determine the recommended award per project.

## **PART 3. STANDARD FORM & APPENDICES**

### **3.0 Instructions for Completing IDC Environmental Services Standard Form**

The instructions for completing the **STANDARD FORM APSB IDC ENVIRONMENTAL SERVICES** are as follow:

- 1a. Indicate the complete project name provided on Pg. 3 of RFP.
- 1b. Indicate the RFP project number, and any other project numbers provided on Pg. 3 of RFP.
2. Indicate acknowledgement of Addendum by including addendum number and date the addendum was issued.
- 3a. Indicate in this block the complete name of the Proposer's firm (as registered with the Louisiana Secretary of State) and official mailing address of the primary office to perform the work.
- 3b. Indicate the Name, Title, Telephone Number and E-mail Address of the official with signing authority for this contract. Such an individual must be empowered to speak for the firm on policy and contractual matters.
- 3c. Indicate the Name, Title, Telephone Number, E-mail Address and Registration Number of full-time LA licensed employee in responsible charge of the project. This is not required for non-engineering projects.
- 3d. Signature and date by the individual indicated in 3b. All information contained in the form should be current and factual. Additionally, failure to sign and date the form will be considered non-responsive and may result in the firm or associated firms being rejected.
4. Indicate block by discipline the number of full-time personnel on Proposer's payroll who are located at the primary work location identified in Item 3a on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.
5. Indicate by discipline the number of full-time personnel on Proposer's payroll, not located at the primary work location, to be used on this project on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.
6. Indicate in this block if your firm has sufficient staff to perform services by submitting "Yes" or "No".

7. Indicate if Proposer intends to use Consultant(s) to perform portions of the total services. If so, the Proposer shall list in this block the name(s) and address of the various Consultants(s) or associates that will be performing other work task(s). The Proposer shall also identify the element of work (as defined in the advertisement), and the % of the element to be performed by the Consultant(s), identify the % of work for the overall project to be performed by the Consultant(s) and if the Consultant(s) has worked with the Proposer before. Proposer shall only list seven (7) Consultant(s) who will have major project responsibilities.
8. The Proposer shall provide a diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Consultants (if applicable). The individual who is the contact person (Item 3b) shall also be indicated in the Staffing Plan and their relationship to the project team.
9. The Respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate on this project. Care should be taken to limit resumes to only those key persons or specialists and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title and domicile; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) name of firm by which employed full time (d) years of professional or relevant experience with present firm and other firms; (e) education, degrees, years and specialization; and (f) if registered as an architect, engineer, surveyor, etc., show the field of registration and the year that such registration was first acquired, including branch, state, and License No.

**(NOTE: An additional one (1) page per resume and a maximum of three (3) additional pages for professional licenses of personnel pertaining to the project may be utilized to complete this item.)**

10. The Proposer may list up to a maximum five (5) projects that the firm has performed that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) project name and location (b) brief description of type and extent of services provided for each project; (c) nature of firm's responsibility and firm member involved; (d) Client's name, address, and telephone number; and (e) completion date or percent complete & cost in thousands.

**(NOTE: Respondents may attach one (1) additional page to show renderings or photos of the five (5) projects. This item is optional and not required for submission, although highly suggested.)**

11. The Proposer shall list all work by firm (all offices) currently being performed for or selected by Ascension Parish School Board (as Prime or Sub-consultant). The more recent projects shall be listed first. Required information must include: (a) project name and location (b) nature of firm's responsibility (also identify if prime or sub-consultant); (c) percent complete (by phase/type of work); and (d) contract fees in thousands (by phase/type of work), including total and remaining. Proposer shall sum all contract fees in thousands (by phase/type of work) by total contract fees in thousands and remaining contract fees in thousands.
12. Proposer shall use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded from this section.
13. Proposer shall submit pricing on the Unit Price Cost Proposal Form and Authorized Signature from individual who is the contact person (Item 3b), including typed name, title and company, and date cost proposal was signed.

STANDARD FORM APSB IDC Environmental Services November 5, 2020	1a. Project Name:	1b. Project Number:	2. Acknowledgement of Addendum:																																																						
3a. Firm (as registered with the Louisiana Secretary of State) and official mailing address of the primary office to perform work:		3b. Name, Title, Telephone Number, and E-mail Address of the official with signing authority for this contract:																																																							
3c. Name, Title, Telephone Number, E-mail Address, and Registration Number of full-time LA licensed employee in responsible charge of the project (not required for non-engineering projects):		3d. I certify that the following information is accurate and complete to the best of my knowledge (must be same person as 3b):  Signature: _____  Date: _____																																																							
4. Full-time personnel on firm's payroll who are located at the primary work location identified in 3a above:		5. Full-time personnel on firm's payroll, not located at the primary work location, to be used on this project:																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:20%;"><input type="checkbox"/></td><td>Accounting/Audit Specialists</td><td style="width:20%;"><input type="checkbox"/></td><td>Project Specialists</td></tr> <tr><td><input type="checkbox"/></td><td>Administrative/Data Entry</td><td><input type="checkbox"/></td><td>Scheduler</td></tr> <tr><td><input type="checkbox"/></td><td>Document Controls Specialist</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Cost Estimator</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Engineers (Licensed)</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Principal</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Project Managers</td><td><input type="checkbox"/></td><td>Total Personnel</td></tr> </table>	<input type="checkbox"/>	Accounting/Audit Specialists	<input type="checkbox"/>	Project Specialists	<input type="checkbox"/>	Administrative/Data Entry	<input type="checkbox"/>	Scheduler	<input type="checkbox"/>	Document Controls Specialist	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Cost Estimator	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Engineers (Licensed)	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Principal	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Project Managers	<input type="checkbox"/>	Total Personnel	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:20%;"><input type="checkbox"/></td><td>Accounting/Audit Specialists</td><td style="width:20%;"><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Document Controls Specialist</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Engineers</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Engineers in Training</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Principals</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Program/Project Manager</td><td><input type="checkbox"/></td><td>Other (Title)</td></tr> <tr><td><input type="checkbox"/></td><td>Schedulers</td><td><input type="checkbox"/></td><td>Total Personnel</td></tr> </table>	<input type="checkbox"/>	Accounting/Audit Specialists	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Document Controls Specialist	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Engineers	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Engineers in Training	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Principals	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Program/Project Manager	<input type="checkbox"/>	Other (Title)	<input type="checkbox"/>	Schedulers	<input type="checkbox"/>	Total Personnel
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<input type="checkbox"/>	Program/Project Manager	<input type="checkbox"/>	Other (Title)																																																						
<input type="checkbox"/>	Schedulers	<input type="checkbox"/>	Total Personnel																																																						
6. Do you presently have sufficient staff to perform these services? (Yes/No)																																																									

7. Do you intend to use a sub-consultant(s)? ____ yes ____ no (For use by the Prime Consultant only)		
Name and Address	Identify the element of work (as defined in the advertisement), and the % of the element to be performed by the sub-consultant Also, identify the % of work for the overall project to be performed by the sub-consultant.	Worked with prime before? (Yes/No)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

8. Staffing Plan – A Diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Sub-consultants (if applicable).



9. Brief résumé of key persons anticipated to work on this project.	
a. Name, title & domicile	b. Position or Assignment for this project
c. Name of firm by which employed full time	d. Years experience: With this firm: _____ With other firms: _____
e. Education: Degree(s) / Years / Specialization	f. Active registration: Year registered: _____ Branch: _____ State: _____ License No.: _____

10. Work by firm which best illustrates project experience relevant to the proposed services described in the RFP-5137 Narrative (List not more than 5 Projects)

a. Project name & location	b. Project description	c. Nature of firm's responsibility & firm members involved	d. Client's name, address, and telephone number	e. Completion date or Percent Complete & cost in thousands
1.				
2.				
3.				
4.				
5.				

11. All work by firm (all offices) currently being performed for or selected by Ascension Parish School Board (as Prime or Sub-consultant)				
a. Project name, and location*	b. Nature of your firm's responsibility (also identify if prime or sub-consultant)	c. Percent complete (by phase/type of work)	d. Contract fees in thousands** (by phase/type of work)	
			Total	Remaining
* For master contracts, list open task orders individually				
** Do not include sub-consultant's fees		Total		

12. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded.

13. Unit Price Cost Proposal Form.

<b>Asbestos Scope of Services</b>	<b>UNIT</b>	<b>UNIT COST</b>
Six-month inspections per building	1 Ea	
Three-year surveillance per building, coordinate sequence with existing vendor.	1 Ea	
AHERA annual letter per building	1 Ea	
Asbestos Management Plan; (1) Hardcopy and (1) Electronic file.	1 Ea	
Updates to the Management Plan	1 Hour	
Bulk Sampling: 7 day testing result period	1 Ea	
Bulk Sampling: Within 24-hours of testing	1 Ea	
Design Specifications for removal of asbestos		
<b>Lead Scope of Services</b>	<b>UNIT</b>	<b>UNIT COST</b>
Paint Chip Sampling with XRF Device	1 SF	
Design Specifications for removal of lead	1 SF	
<b>Mold Scope of Services</b>	<b>UNIT</b>	<b>UNIT COST</b>
Tape Lifts	1 Ea	
Spoil Traps	1 Ea	
Sample Pumps	1 Ea	
Routine Inspections per building	1 Ea	
Non-Routine Inspections per building	1 Hour	
Sampling Results: 7-day period	1 Ea	
Sampling Results: Within 24-hours of testing	1 Ea	
Design Specifications for removal of mold	1 Ea	
<b>Air Monitoring Scope of Services</b>	<b>UNIT</b>	<b>UNIT COST</b>
Demolition Design Specifications for air monitoring	1 Ea	
New Construction Design Specifications for air monitoring	1 Ea	
Air Samples with Written Findings	1 Ea	
<b>TOTAL</b>		

<sup>1</sup> Unit costs listed in response to the above may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.

**Authorized Signature:** \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title and Company: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A – FEDERAL CLAUSES AND POLICIES**

### **A.1. Nondiscrimination & Equal Opportunity**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the APSB's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the APSB or in the employment practices of the APSB's contractors. Accordingly, all Respondents entering contracts with the APSB shall, upon request, be required to show proof of such nondiscrimination.

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or for any other reason. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, 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 setting forth the policies of nondiscrimination.

The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

### **A.2. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

APSB encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **A.3. Small Business Enterprises Participation**

The APSB encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

### **A.4. Labor Surplus Firms Participation**

The APSB encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

### **A.5. Veteran and Hudson Initiative Programs**

The APSB encourages participation from veteran-owned business enterprises. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=sel\\_f\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=sel_f_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

**A.6. Civil Rights Compliance**

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**A.7. Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**A.8. Anti-Kickback Lobbying & Debarment Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

**A.9. Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

**A.10. Energy Policy and Conservation Act**

The Contractor hereby recognizes the 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 (P.L. 94-163).

**A.11. Clean Water Act & Federal Water Pollution Control Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List



of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

**A.12. Record Retention, Record Ownership, & Access to Records**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the APSB and shall, upon request, be returned by Contractor to APSB, at Contractor's expense, at termination or expiration of this contract.

Contractor agrees to allow the Federal government, GOSHEP or APSB access to a contractor's records.

**A.13. Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract.

This certification is a material representation of fact relied upon by LPSB and FEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to LPSB and FEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**A.14. Contract Work Hours and Safety Standards Act**

This contract is subject to the Contract Work Hours and Safety Act. agrees to comply with all applicable standards, orders or regulations issues pursuant to the Contract Work Hours and Safety Standards Act.

**Overtime requirements.** Contractor shall not require or permit any of its direct laborers or mechanics in any workweek in which he or she is employed on the work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such

workweek.

**A.15. Termination for Cause & Termination for Convenience**

APSB may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the APSB shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then APSB may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of APSB to comply with the terms and conditions of the contract, provided that the Contractor shall give APSB written notice specifying the APSB failure and a reasonable opportunity for APSB to cure the defect.

APSB may terminate this Contract at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**A.16. Required Review and Waiver of Objections by Respondents**

Respondents should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction. Comments concerning RFP objections must be made in writing no later than 5 days prior to the RFP deadline. This will allow issuance of any necessary amendments.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the APSB Office prior to the deadline above.

\*Submittal of a Response shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting contract, and operates as a waiver of any objection.

**A.17. Response Withdrawal**

Respondents may withdraw a submitted Response at any time up to the deadline for submittal. To withdraw a Response, the Respondent must submit a written request, signed by an authorized representative, to the RFP point of contact before the deadline for submitting Statements of Proposals. After

withdrawing a previously submitted Response, the Respondent, may submit another Response at any time up to the deadline for submitting Statements of Proposals.

**A.18. Response - Amendments and Errors**

The APSB shall not accept any amendments, revisions, or alterations to Proposals after the deadline for submittal.

Respondents are liable for all errors or omissions contained in their proposals.

Respondents shall not be allowed to alter Proposals documents after the deadline for submittal.

**A.19. Property of Response**

All Statements of Proposals and other materials submitted in response to this RFP procurement process become the property of the APSB. Selection or rejection of a response does not affect this right. All submittal information shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon the completion of the review and evaluation of all proposals submitted in response to the RFP, all proposals shall become public documents of the APSB and open for review by the public. By submitting a Response, the Submitter acknowledges and accepts that the full contents of the Response shall become a public record open to public inspection.

**A.20. Remedies**

Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

**A.21. Equal Employment Opportunity**

Pursuant to 2 C.F.R. Part 200, Appendix II, ¶ C, the applicant must include *all* clauses from 41 C.F.R. § 60- 1.4(b). These are:

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.*

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

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September*

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

*(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

#### **A.22. Byrd Anti-Lobbying**

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

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

**Sample Certification:** Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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 Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards 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 upon 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**A.23. Procurement of Recovered Material**

Pursuant to 2 C.F.R. Part 200, Appendix II, ¶ J and 2 C.F.R. §200.322, the applicant must include a clause similar to the following:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

#### **A.24. Bonding Requirements**

The following minimum requirements would apply to this contract pursuant to 2 C.F.R. §200.325:

*(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.*

*(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.*

*(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

#### **A.25. No Obligation by Federal Government**

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The following provides a contract clause regarding no obligation by the Federal Government: *“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”*