



PARISH SCHOOL BOARD

REQUEST FOR QUALIFICATIONS

RFQ-21

**Architectural Services for
Parker Rd. High School**

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A SPECIAL COMMITTEE OF
ASCENSION PUBLIC SCHOOL STAFF MEMBERS
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REQUEST FOR QUALIFICATIONS FOR

Architectural Services for Parker Rd. High School

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1 Background

The Ascension Parish School System is seeking Statements of Qualifications from professionally licensed Architectural firms interested in providing architectural services for bridging documents previously programmed and schematically designed. The new high school is located at the corner of LA 929 and Parker Road in Prairieville, Louisiana. 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., July 16, 2020

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

Detailed specifications and project list may be obtained by visiting the website at www.apsb.org/aeselection2020 or contacting Leslie Landry, 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 RFQ 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 Qualifications.

The firm selected for each RFQ will be responsible for assembling the sub consultants necessary to meet the requirements of the RFQ. 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 Purpose

Descriptions for this project are available at www.apsb.org/aeselection2020. .PDFs are located on this webpage. AutoCad files available upon availability, request and need. The selected firm will bridge previously completed schematic design drawings and site engineering documents to continue the high school through construction/warranty. Site planning is complete and design development has been completed by a previous firm, with site permitting in various phases (see project descriptions web page). Applicants will be graded on several items, including but not limited to, proposed design time, firm history of bridging documents like described, along with other scoring criteria. The Ascension Parish School Board seeks to open the new high school in August of 2023. Firms should submit a plan depicting how they plan to achieve this goal, with the below phases in mind, with total days for each phase.

- Programming Confirmation & Schematic Design Phase, Completed by Previous Firm
- **Design Development Phase, Selected Firm**
- **Construction Documents Phase, Selected Firm**
- **Bidding Phase, Selected Firm**
- **Construction Phase, Selected Firm**
- **Closeout Phase, Selected Firm**
- **Warranty Phase, Selected Firm**

See APSB Standard Response form at www.apsb.org/aeselection2020.

Funding for this construction project is contingent on the passing of the 2020 Bond Election. The anticipated date of the election is August 15, 2020. The successful firm shall understand that the architectural fees associated with this project are modified. The standard APSB fee for projects over \$1.0MM is 6.50% of the final construction costs; however, this project scope is adjusted based on the completion of Programming Confirmation & Schematic Design (previous firm) valued at 25% of the project. This RFQ portion of the fees are valued at 75% of the final construction cost. See descriptions at www.apsb.org/aeselection2020 for an updated construction estimate. If additional schematic design fees are needed and justified, this will be negotiated at the time of contract issuance.

1.3 Goals and Objectives

For Architectural RFQ's, it is typical for APSB to require the selected Architect(s) to provide as part of the design team: Civil/Site Engineering, Structural Engineering, Mechanical Engineering, Electrical Engineering, and an Interior Designer. If the project requires Landscaping, it is typical for the Architect to subcontract with a Landscape Architect. It is the responsibility of the applicant to select the above sub consultants they wish to include in their application.

If required by the scope of work, the following Consultants will be provided by the Owner (under separate contract) and coordinated by the Architect: Land Surveyor,

Geo-technical Engineer, Environmental Engineer, Food Service Consultant, Security Professional and any other special consultants not identified above that may be required.

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 RFQ.
- I. Discussions - A formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFQ.
- J. Provide(s) - The term “provides” denotes desirable

1.5 - Schedule of Events

	<u>Date</u>
1. RFQ Advertisement Dates	June 4, 11 & 18, 2020
2. Deadline to receive written inquiries	6/25/2020, 2:00 PM
3. Deadline to answer written inquiries	7/9/2020, 2:00 PM
4. Receipt of Proposal Date	7/16/2020, 2:00 PM
5. Vendor Discussions/Demonstrations, If Needed	To be scheduled
6. Notice of Intent to Award	To be scheduled

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 RFQ 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):**
 - **RFQ-21**
 - **RFQ21**
 - **Request for Proposal RFQ-21**
 - **Request for Proposal RFQ21**
 - **Request for Proposal 21**
 - **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 RFQ-21

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 (8) PROPOSALS SHOULD BE SUBMITTED IN BINDERS.
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 RFQ shall be Mr. Carl W. Fontenot, Supply Chain Supervisor, (225) 391-7133. Proposers shall **NOT** contact any other APSB employee concerning this specific RFQ 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 RFQ WILL BE REFLECTED IN THE GRADING CRITERIA LISTED AS COMPLIANCE WITH RFQ 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 RFQ 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: Carl.Fontenot@APSB.org
cc: Purchasing@APSB.org
Fax: (225) 391-7132
Phone: (225) 391-7133

1.9 - Proposal Response Format

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

- A. **Cover Letter**: Containing summary of Proposer's ability to perform the services described in the RFQ and confirms that Proposer is willing to perform those services and enter into a contract with the APSB. The person signing the proposal must be:
 - a. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 - b. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 - c. Other documents indicating authority which are acceptable to the public entity.
 - d. Proposers should exhibit their understanding and approach to the project and address how each element they propose to work on will be accomplished.
 - e. The cover letter should also:
 - i. Identify the submitting Proposer;
 - ii. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - iii. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, examples of related services to government entities exhibiting customer satisfaction, customer references, etc.
- D. **Technical Proposal**: Illustrating and describing compliance with the RFQ requirements as listed in the spreadsheet that follows. A Proposer need only complete those portions of the spreadsheet for which the proposer elects to submit.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: A schedule of lead times and delivery date projections.

- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the proposer wishes to have considered in the contractual arrangement with the APSB.

1.10 - Legibility/Clarity

Responses to the requirements of this RFQ 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 RFQ 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 RFQ at any time. The APSB also reserves the right to cancel or reissue the RFQ.

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 RFQ

Proposals shall be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which may be provided by the APSB pursuant to the RFQ. 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 pages _____ of the proposal have been 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 RFQ 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 RFQ 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 RFQ 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 RFQ. 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 RFQ.

Information required of the prime contractor under the terms of this RFQ, 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. **WE RESERVE THE RIGHT TO RECORD (VIDEO/AUDIO) ALL MEETINGS AND/OR CALLS DURING THIS RFQ PROCESS.**

1.23- Acceptance of Proposal Content

The mandatory RFQ 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 RFQ 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 RFQ, 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 RFQ 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 RFQ, 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 RFQ, 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

This should be included in the Proposer's financial section of the Proposal.

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 RFQ 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 RFQ and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any) and finally, the Contractor's Proposal. Anything in the final contract that will NOT agree with this RFQ 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 RFQ 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.

RFQ Selection Board Score Card

SCORECARD FACTORS

	Weight/Pts
1. Firm/Team Qualifications and Experience	0-25 pts.
<ul style="list-style-type: none">○ Firm/Team shall be evaluated based on project specific experience and resources.○ Reputation of the firm (applicant) and sub consultants for personal and professional integrity and competence.○ Primary focus should be on Prime Consultants Experience however the other team members (sub consultants) must be considered.○ Comparison of budget amount versus contract award on cited project.	
2. Key Personnel Qualifications and Experience	0-15 pts
<ul style="list-style-type: none">○ Specific Personnel Experience with Similar Projects must be considered○ 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	
3. Local Project Experience	0-10 pts
<ul style="list-style-type: none">○ 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.	
4. Proposal/Understanding	0-5 pts
<ul style="list-style-type: none">○ 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.○ Responsiveness and ability to follow instructions	
5. Compatibility (firm size related to project magnitude)	0-10 pts
<ul style="list-style-type: none">○ 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.○ Does the firm's past experience indicate examples of projects with similar scope of work	
6. Current Work Load	0-10 pts
<ul style="list-style-type: none">○ Number and size of projects currently under contract must be considered in relation to available Staff.	

- A firm with capacity to take on more work should score higher in this category than a firm who appears to be spread out on current projects
- 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 RFQ** 0-10 pts
 - These special requirements and project considerations must be clearly spelled out in the RFQ.
 - 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 RFQ Selection Board Members with the opportunity to clarify questions, and obtain a greater understanding of each short listed firms RFQ submittal.
 - After the Oral Presentation, each RFQ Selection Board member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.

PART 3: Device Specification Examples

3.0 Device Specifications

See attached device type and specifications.