June 20, 2024

**REQUEST FOR PROPOSAL**

Proposals will be received by the City of Baker School System, Attention: Alisa Sibley, Purchasing Department, 14750 Plank Rd. Baker LA. 70785, **not later than 2:00 p. m., Thursday, October 16, 2024,** for the following:

**RFP-5172**

### Program/Project Management

**and Disaster Recovery/Grants Management Professional Services**

The Proposals will be opened at the COBSS Central Office immediately following the close of proposal time on the above noted date.

Preliminary proposal information may be obtained by emailing asibley@bakerschools.org.

It is the policy of the City of Baker School System 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.

CITY OF BAKER SCHOOL SYSYTEM

J.T. Stroder

Superintendent

**REQUEST FOR PROPOSAL RFP-5172**

**PROGRAM/PROJECT MANAGEMENT AND**

**DISASTER RECOVERY/GRANTS MANAGEMENT PROFESSIONAL SERVICES**

PREPARED BY:

J.T.Stroder

Superintendent

AUGUST 2024

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**REQUEST FOR PROPOSAL FOR**

**PROGRAM/PROJECT MANAGEMENT AND**

**DISASTER RECOVERY/GRANTS MANAGEMENT PROFESSIONAL SERVICES**

## PART 1. ADMINISTRATIVE AND GENERAL INFORMATION

### Background

City of Baker School System (CoBSS) is the largest employer in Baker, LA. Baker High School was devastated by a flood in 2016 and it took 8 years to rebuild Baker High School. We are seeking this Pre-Position Contract in order to be prepared for any future Natural Disasters that effect the educational facilities of CoBSS.

### Purpose

The City of Baker School System is seeking a firm to assist with Program/Project Management Services along with Disaster Recovery/Grants Management Services. An Indefinite Deliveries Contract will be assigned to the selected firm with issuance of Task Orders as services are needed. The CITY OF BAKER SCHOOL SYSYTEM reserves the right to issue one or multiple Master Services Agreements based on committee review and recommendation.

**Program/Project Management Services**

Through an Indefinite Deliveries Contract, the CITY OF BAKER SCHOOL SYSYTEM intends to fill voids in the work plan with contracted PM assistance. The Superintendent will assign specific tasks to the firm whose abilities match the items needed. Task Orders will be issued, as needed, to the firms holding an indefinite deliveries contract. Workload, performance, and staff capabilities will play a factor in future work order assignments to the IDC.

Subconsultants should be identified if the proposer plans on outsourcing any services for which this proposal covers.

Proposers shall provide a Cost Proposal (attachment I) as part of the response.

**Disaster Recovery Services**

The City of Baker School System is also seeking the same firm to assist the Department of Planning and Construction in Disaster Recovery/Grants Management Services. This shall include, but not limited to, both Man-Made and Natural Disasters following guidelines and provisions set forth by all State and Federal Funding sources. Task Orders will also be issued for this service.

It is the policy of the City of Baker School System 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 City of Baker School System reserves the right to reject any and/or all the submittals in response to this Request for Proposals.

The firm selected for each RFP will be responsible for assembling the sub consultants necessary to meet the requirements of the RFP. The City of Baker School System 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.

Subconsultants should be identified if the proposer plans on outsourcing any services for which this proposal covers.

### Program/Project Management Services items to consider for submittal

* Manage CITY OF BAKER SCHOOL SYSYTEM Construction Projects
* Update existing CITY OF BAKER SCHOOL SYSYTEM Education Specifications as necessary
* Update existing CITY OF BAKER SCHOOL SYSYTEM Design Procedures as necessary
* Update existing CITY OF BAKER SCHOOL SYSYTEM Design Standards as necessary
* Update existing CITY OF BAKER SCHOOL SYSYTEM Topographical Survey Specifications as necessary
* Develop a CMAR Contract for CITY OF BAKER SCHOOL SYSYTEM as necessary
* Assist with update of CITY OF BAKER SCHOOL SYSYTEM Design Contract as necessary
* Assist with update of CITY OF BAKER SCHOOL SYSYTEM Construction Contract as necessary
* Other Projects/Documents as necessary

### Document Preparation, Execution and Enforcement of Contract requirements

* Contract Preparation and execution – Assist the owner in preparation and execution of Design Contracts, Construction Contracts, and work orders for any upcoming Bond Projects and Major Maintenance Projects related to a natural disaster.
* Enforcement and collection of post bid documents. This includes items such as Bonds, Insurance Certificates, Attestation, Employee Verification, Filed Contracts, As-Built Drawings, Shop Drawings, Substantial Completion Documents filed at the courthouse.
* Prepare Scope Packages for surveys, requests for quotes, tree removal and other miscellaneous tasks. These items will not require a professional of record. Program Management firms will not be asked to prepare stamped plans or specifications.
* Coordination of Owner Training – Develop list of Training requirements, establish list of attendees, coordinate training schedule, invite attendees and collect sign in sheets.

**Project Management** -

Coordinate generation of studies/reports/surveys and owner’s vendors. Deliver same to Architect of record for use in Design.

* Traffic Impact Studies
* Geotechnical Reports
* Topographical Surveys
* Coordinate Owner’s Testing lab assignments with A/E’s and G.C.’s
* Wetland Delineation Reports

**Constructability Reviews** – Review Construction Documents and provide feedback to the Architect of record. The focus of the review is on coordination of drawing references, sheet references and trades in the documents. The Goal is to minimize errors, omissions, conflicts and change orders.

**Right of way Acquisition** – In the event that traffic improvements are required at locations where right of way acquisition becomes necessary, this task will be issued to a firm with experience in same.

**Assist with Cost Tracking** –A firm may be assigned the responsibility to prepare reports on the overall Bond Budget and expenditures. The firm may also be asked to assist with cash flow projections for Bond projects on an annual basis.

**Filed Observation and Field Reports** –

Proposers should provide resumes for the individuals assigned to this contract evidencing the staff positions the individual will be assigned. The individual should be further identified as either a company employee or sub-contractor. The proposer should provide detailed information addressing the experience and qualifications of assigned personnel.

(Program/Project Management) Disaster Recovery Services items to consider for submittal:

The purpose of this response is to provide members of the RFP-5172 Selection Panel with specific information regarding the qualifications of interested firms.

Proposers should include a cover letter submitted on official business letterhead addressing the intent of the proposer to submit a response to this RFP.

Proposers should include an Executive Summary. This section should serve to introduce the purpose and scope of the proposal. This section should also include a summary of the proposer’s qualifications and ability to meet the overall requirements of the RFP.

Proposers should give a brief description of their company to include brief history, corporate structure and organization, number of years in business, and copies of its latest financial statements, preferably audited.

Proposers should describe prior experience in working on projects of similar scope and size to RFP-5172. Provide the same information on all sub consultants that will participate.

Proposers shall provide a technical proposal as part of the response. The Technical Proposal shall consist of a written narrative and should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein.

Proposers shall provide at least two references with Name and contact information for their firm and for their sub consultants.

Proposers shall provide a Cost Proposal (attachment II) as part of the response.

Proposers should provide resumes for the individuals assigned to this contract evidencing the staff positions the individual will be assigned. The individual should be further identified as either a company employee or sub-contractor. The proposer should provide detailed information addressing the experience and qualifications of assigned personnel.

### Goals and Objectives

It is the goal of the CITY OF BAKER SCHOOL SYSYTEM to obtain proposals from possible firms to assist with two specific areas of management. First is Program/Project Management and second is Disaster Recovery/Grants Management. There is one scorecard for both services. Proposers should submit a bound proposal based on the outline below and also submit, separate to the bound proposal, the Standard Form CITY OF BAKER SCHOOL SYSYTEM\_PM\_July\_2024 (Program/Project Management) and CITY OF BAKER SCHOOL SYSYTEM\_DR\_July\_2024 (Disaster Recovery/Grants Management). The proposer should not submit two bound proposals, only two forms.

The CITY OF BAKER SCHOOL SYSYTEM reserves the right to award master services contracts to one or multiple firms for these services. Task Orders will be issued based on CITY OF BAKER SCHOOL SYSYTEM need for services within this RFP.

### Definitions

* + 1. Shall – The term “shall” denote mandatory requirements.
    2. Must – The terms “must” denote mandatory requirements.
    3. May – The term “may” denote an advisory or permissible action.
    4. Should – the term “should” denote desirable.
    5. Allows – The term “allows” denotes desirable.
    6. CITY OF BAKER SCHOOL SYSYTEM/APS – City of Baker School System
    7. Proposer – Vendor/Company/Contractor who is submitting the RFP.
    8. Discussions – A formal, structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.
    9. Provide(s) – The term “provides” denotes desirable

### Schedule of Events

Date/Time

1. Deadline to receive written inquiries from proposers 09/16/2024, 2:00 PM
2. Deadline for CITY OF BAKER SCHOOL SYSYTEM to

answer written inquiries 09/25/2024, 2:00 PM

1. Proposal Due Date: 10/16/24, 2:00 PM
2. Proposal Opening Date 10/17/2024, 2:00 PM
3. Vendor Discussions/Demonstrations, If Needed To be scheduled
4. Notice of Intent to Award To be scheduled

### NOTE: The City of Baker School System reserves the right to deviate from these dates.

### Proposal Submittal

All proposals shall be received by the City of Baker School System 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 Postal Service, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) must be labeled with the following information:

### Company Name

* **Request for Proposal Number (See acceptable formats below):**
  + RFP-5172
  + RFP5172
  + Request for Proposal RFP-5172
  + Request for Proposal RFP5172
  + Request for Proposal 5172
* **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. **CITY OF BAKER SCHOOL SYSYTEM 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-5172**

**Company Name: Address 1:**

**Address 2: LA License #:**

**City of Baker School System**

**14750 Plank Rd,**

**Baker. LA 70714**

Proposals will only be accepted from the following three options:

1. **Electronic** submission via [asibley@bakerschools.org;](mailto:asibley@bakerschools.org;)
2. **Hand delivery** – 14750 Plank Rd, Baker. LA 70714 *(We cannot accept or take any bids, including receiving any hand delivered bids, on days which are recognized as holidays by the USPS)*;
3. **Mail** – 14750 Plank Rd, Baker. LA 70714 *(Recommended: registered or certified mail with a return receipt requested)*

The proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City of Baker School System is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

The 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) bound proposals shall be submitted.
  + Quantity (1) proposal should be submitted in digital format (i.e. CD or USB drive).

Proposals shall be opened publicly and only the proposers submitting proposals shall be identified aloud. Prices shall not be read aloud.

### Proposer Inquiries

The single point of contact for the City of Baker School System concerning this RFP shall be Alisa Sibley, (225) 774-5795. The proposers shall NOT contact any other CITY OF BAKER SCHOOL SYSYTEM employee concerning this specific RFP during the proposal process without submitting the request for information in writing to Alisa Sibley. Failure to comply with this and any other proposal instructions detailed in this RFP will be reflected in the grading criteria.

### 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 CITY OF BAKER SCHOOL SYSYTEM shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement. The CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM employee. The CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM. 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, e-mail, hand, or fax to:

City of Baker School System Attention: Alisa Sibley

14750 Plank Rd,

Baker. LA 70714

E-Mail: [asibley@bakerschools.org](mailto:asibley@bakerschools.org)

Phone: (225) 774-5795

### Proposal Response Format

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

* + 1. Cover Letter: Containing summary of the proposer’s ability to perform the services described in the RFP and confirms that the proposer is willing to perform those services and enter into a contract with the CITY OF BAKER SCHOOL SYSYTEM. The person signing the proposal must be:
       1. 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
       2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
       3. Other documents indicating authority which are acceptable to the public entity.

The proposers should exhibit their understanding and approach to the project and address how each element they propose to work on will be accomplished.

The cover letter should also:

1. Identify the submitting the proposer;
2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the proposer to contractually obligate the proposer;
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
   * 1. Table of Contents: Organized in the order cited in the format contained herein.
     2. Proposer Qualifications and Experience: History and background of the proposer, financial strength and stability, examples of related services to government entities exhibiting customer satisfaction, customer references, etc.
     3. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
     4. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
     5. Project Schedule: A schedule of lead times and delivery date projections.
     6. Financial Proposal: The 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 CITY OF BAKER SCHOOL SYSYTEM.

### 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.

### Errors and Omissions in Proposal

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

### Changes, Addenda, Withdrawals

The CITY OF BAKER SCHOOL SYSYTEM reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The CITY OF BAKER SCHOOL SYSYTEM 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.

### 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 CITY OF BAKER SCHOOL SYSYTEM, Attn: Alisa Sibley, Purchasing Department.

### 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 CITY OF BAKER SCHOOL SYSYTEM pursuant to the RFP. The proposer should clearly identify those services or hardware being proposed. (For clarity, it is also recommended that the proposer list those not being submitted.)

### 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 City of Baker School System shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Baker School System’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 City of Baker School System 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 City of Baker School System and hold the City of Baker School System harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City of Baker School System to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City of Baker School System harmless, the City of Baker School System may disclose the information. The City of Baker School System reserves the right to make any proposal, including proprietary information contained therein, available to City of Baker School System committee personnel, consultants, for the sole purpose of assisting the City of Baker School System in its evaluation of the proposal. The City of Baker School System 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 City of Baker School System, 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.

### Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the CITY OF BAKER SCHOOL SYSYTEM to award a contract. The CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM to do so. CITY OF BAKER SCHOOL SYSYTEM will accept or reject the various components and services in the manner deemed to best support CITY OF BAKER SCHOOL SYSYTEM. The CITY OF BAKER SCHOOL SYSYTEM may select multiple or a single proposer as best suits the district’s objectives for any components or services

### Ownership of Proposal

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

### Cost of Offer Preparation

The CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM.

### 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 CITY OF BAKER SCHOOL SYSYTEM 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.

### 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 CITY OF BAKER SCHOOL SYSYTEM 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.

### 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 CITY OF BAKER SCHOOL SYSYTEM 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.

### Written or Oral Discussions/Presentations

If needed, written or oral discussions may be conducted with the proposers who submit proposals determined to be reasonably susceptible of being selected for award. The CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM 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 RFP process.

### 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.

### Evaluation and Selection

All responses received as a result of this RFP are subject to a consensus evaluation by the CITY OF BAKER SCHOOL SYSYTEM Evaluation Committee for the purpose of selecting the proposer or proposers with whom the CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM Superintendent for the proposer or proposers whose proposals, conforming to the RFP, will be the most advantageous to the CITY OF BAKER SCHOOL SYSYTEM, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the CITY OF BAKER SCHOOL SYSYTEM

### Contract Negotiations

If for any reason the proposer whose proposal is most responsive to the CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM may negotiate with the next most responsive proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. CITY OF BAKER SCHOOL SYSYTEM Purchasing Department should approve the final contract and issue a purchase order, if applicable, to complete the process.

### Contract Award and Execution

The CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM.

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 CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM with the highest points.

### Notice of Intent to Award

Upon review and approval of the evaluation committee’s recommendation for award, CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM, the CITY OF BAKER SCHOOL SYSYTEM may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous proposer.

CITY OF BAKER SCHOOL SYSYTEM 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.

### Insurance Requirements

Contractor shall furnish the CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM before work commences. The CITY OF BAKER SCHOOL SYSYTEM reserves the right to require complete certified copies of all required policies, at any time.

### 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.

### 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 CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM.

Contractors will indemnify, defend and hold the CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM 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) CITY OF BAKER SCHOOL SYSYTEM unauthorized modification or alteration of a product, material, or service; ii) CITY OF BAKER SCHOOL SYSYTEM use of the product, material, or service in combination with other products, materials, or services not furnished by a contractor; iii) CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM exclusive remedy to take action in the following order of precedence: (i) to procure for the CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM 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.

### Payment for Services

This should be included in the proposer’s financial section of the proposal.

### Termination of This Agreement

Any contract resulting from this RFP may be terminated for cause or for convenience.

For cause. CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) 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 ten (10) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM to comply with the terms and conditions of the contract, provided that the Contractor shall give CITY OF BAKER SCHOOL SYSYTEM written notice specifying the CITY OF BAKER SCHOOL SYSYTEM failure and a reasonable opportunity for CITY OF BAKER SCHOOL SYSYTEM to cure the defect.

For convenience. CITY OF BAKER SCHOOL SYSYTEM may terminate this Contract at any time and for any reason or no reason whatsoever in its own discretion by giving thirty (30) days written notice to contractor of such termination.

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

### 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 CITY OF BAKER SCHOOL SYSYTEM 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.

### 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.

### Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of CITY OF BAKER SCHOOL SYSYTEM 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.

### Non-Appropriation

Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for

performance under this Agreement, the Board shall notify Provider and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for Products and Services completed to the date of notification shall be made to Provider except that no payment shall be made or due to Provider under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

### Contractor/Vendor Insurance Requirements

GENERAL

* + - Insurance carrier to have Best rating of “A” or above or be a qualified self-insured with “A” rated reinsurance; preference will be given to admitted (LIGA) insurers.
    - Certificate of Insurance must be provided and it must be issued by Agent or Insurer
    - City of Baker School System must be listed as Certificate Holder
    - Operations to be performed by contract to be shown on Certificate
    - 30-day notice required for cancellation (other than non-payment), non-renewal, material change
    - 10-day notice required for cancellation due to non-payment
    - Contractor must provide required insurance documents within 5 business working days of notice

LIABILITY

* + - Commercial General Liability on Occurrence Form
    - Include Contractual Liability to cover any hold harmless/indemnification agreement in favor of City of Baker School System
    - Include City of Baker School System as Additional Insured
    - Include a Waiver of Subrogation in favor of City of Baker School System
    - Include Primary and Non-contributory wording in favor of City of Baker School System
    - Limits:
      * $2,000,000 General Aggregate if aggregate applies per policy or
      * $2,000,000 General Aggregate if aggregate applies per project:
      * $1,000,000 CSL Each Occurrence
      * $1,000,000 Products/Completed Operations Aggregate
      * $1,000,000 Personal Injury
      * $100,000 Fire Damage Legal (subject to review based on specific job and/or location)

AUTOMOBILE

* + - $1,000,000 CSL for any Owned, Non-owned or Hired Automobiles
    - Additional Insured and Waiver of Subrogation in favor of City of Baker School System

WORKERS COMPENSATION

* + - $1,000,000/1,000,000/1,000,000 Employers Liability
    - Waiver of Subrogation in favor of City of Baker School System

OTHER

* + - Specific endorsements or coverage or removal of exclusion(s) as deemed necessary

Revised Feb. 2012 – AMP Reviewed May 2016 – AMP/ C. Leblanc

# CITY OF BAKER SCHOOL SYSYTEM Federal Contract Clauses

**Federal Acknowledgements (by submitting a proposal you agree to any of the following which may apply to the contract at issue):**

CITY OF BAKER SCHOOL SYSYTEM intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Administration (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal law, regulations, executive orders, FEMA policies, procedures, directives, and federal contract clauses, including but not limited to, the following:

1. **Nondiscrimination & Equal Opportunity (41 CFR Part 60-1.4(b))**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 setting forth the provisions of this nondiscrimination clause.

* 1. 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.
  2. 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.
  3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. 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.
  5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted 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.
  7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1. **Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**

CITY OF BAKER SCHOOL SYSYTEM 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.

1. 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.
2. 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.
3. **Veteran and Hudson Initiative Programs**

The CITY OF BAKER SCHOOL SYSYTEM 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.

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=self\_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network [http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp.](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.

1. **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.

1. **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.

1. **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.

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the City of Baker School System and understands and agrees that the City of Baker School System will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office.](https://www.epa.gov/enforcement/report-environmental-violation-general-information)

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

1. **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).

1. **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.

The contractor agrees to report each violation to the City of Baker School System and understands and agrees that the City of Baker School System will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office.](https://www.epa.gov/enforcement/report-environmental-violation-general-information)

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with

federal assistance provided by FEMA.

1. **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 CITY OF BAKER SCHOOL SYSYTEM and shall, upon request, be returned by Contractor to CITY OF BAKER SCHOOL SYSYTEM, at Contractor's expense, at termination or expiration of this contract.

Contractor agrees to allow the Federal government, GOSHEP or CITY OF BAKER SCHOOL SYSYTEM access to a contractor’s records.

1. **Suspension and Debarment**

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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 CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM and FEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. **Contract Work Hours and Safety Standards Act (29 CFR 5.5(b))**

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

Compliance with the Contract Work Hours and Safety Standards Act.

* 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such 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.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  3. Withholding for unpaid wages and liquidated damages. The CITY OF BAKER SCHOOL SYSYTEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

* 1. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

Further Compliance with the Contract Work Hours and Safety Standards Act.

1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
3. **Termination for Cause & Termination for Convenience**

Any contract resulting from this RFP may be terminated for cause or for convenience.

For cause. CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) 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 ten (10) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM to comply with the terms and conditions of the contract, provided that the Contractor shall give CITY OF BAKER SCHOOL SYSYTEM written notice specifying the CITY OF BAKER SCHOOL SYSYTEM failure and a reasonable opportunity for CITY OF BAKER SCHOOL SYSYTEM to cure the defect.

For convenience. CITY OF BAKER SCHOOL SYSYTEM may terminate this Contract at any time and for any reason or no reason whatsoever in its own discretion by giving thirty (30) days written notice to contractor of such termination.

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

1. **Required Review and Waiver of Objections by Respondents**

Respondents should carefully review these documents and all attachments for defects, objections, or any other matter requiring clarification or correction. Comments concerning document objections must be made in writing no later than 5 days prior to the Bid 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 CITY OF BAKER SCHOOL SYSYTEM Office prior to the deadline above.

\*Submittal of a Bid shall constitute acceptance of the terms, conditions, criteria, requirements, and resulting contract, and it operates as a waiver of any objection.

1. **Response Withdrawal**

Respondents may withdraw a submitted Bid 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 point of contact before the deadline for submitting Bids. After withdrawing a previously submitted Response, the Respondent, may submit another Response at any time up to the deadline for submitting the Bid.

1. **Response ‐ Amendments and Errors**

The CITY OF BAKER SCHOOL SYSYTEM shall not accept any amendments, revisions, or alterations to Bids 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.

1. **Property of Response**

All Statements of Qualifications and other materials submitted in response to this RFP procurement process become the property of the CITY OF BAKER SCHOOL SYSYTEM. 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 CITY OF BAKER SCHOOL SYSYTEM 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.

1. **Insurance Requirements**

See Contractor/Vendor Insurance Requirements in this document.

1. **Addenda**

Prior to the deadline for proposals, the CITY OF BAKER SCHOOL SYSYTEM reserves the right to issue addenda to the RFP Procedures and Scope of Services. Respondents are responsible for ensuring receipt of all addenda and incorporating any changes into their proposal. Respondents shall acknowledge receipt of all addenda by listing those received in their cover letter. The owner reserves the right to reject a proposal for failure to acknowledge receipt of any addenda. Addenda will be posted at [www.beaconbid.com/solicitations/ascension-parish-schools.](http://www.beaconbid.com/solicitations/ascension-parish-schools)

1. **Remedies**

Contracts for more than the simplified acquisition threshold 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.

1. **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.

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 who in turn will forward the certification(s) to the federal awarding agency.

1. **Bonding Requirements**

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

1. 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.
2. 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.
3. 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.
4. **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.

1. **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:

* “(a) 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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

* (b) Information about this requirement, along with the list of EPA‐designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://[www.epa.gov/smm/comprehensive‐](http://www.epa.gov/smm/comprehensive)procurement‐guideline‐cpg‐program.”

**BYRD ANTI-LOBBYING CERTIFICATION:** Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

Appendix A, 44 CFR Part 18- CERTIFICATION REGARDING LOBBYING

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

## PART 2. EVALUATION

### 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 City of Baker School System (CITY OF BAKER SCHOOL SYSYTEM). Proposals should include all information necessary to demonstrate the ability to satisfy these criteria.

CITY OF BAKER SCHOOL SYSYTEM may request additional information required for the evaluation. Each section of the proposal may be evaluated separately.

**RFP Selection Board Score Card**

### SCORECARD FACTORS Weight/Pts

* + 1. **Firm/Qualifications and Experience 0-20 pts**
       - Firm shall be evaluated based on project specific experience and resources.
       - Reputation of the applicant firm for personal and professional integrity and competence.
       - Primary focus should be on Prime Consultants Experience

### Cost Effectiveness 0-20 pts

* + - * Specific Personnel Experience with Similar Projects must be considered

### Key Personnel Qualifications and Experience 0-10 pts

* + - * Specific Personnel Experience with Similar Projects must be considered
      * While Firm Principals are listed, they traditionally have little involvement, Emphasis should be placed on the Project Managers and Project Engineers/Architect

### Local Project Experience 0-10 pts

* + - * Consideration must be given to Firms that can show experience with the User Agencies (City, State, Federal) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.

### Proposal/Understanding 0-5 pts

* + - * 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

### Compatibility (firm size related to project magnitude) 0-5 pts

* + - * 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 experience indicate examples of projects with similar scope of work?

### Current Workload 0-10 pts

* + - * 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

### Firm 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.
      * Firms should have available staff dedicated to the CITY OF BAKER SCHOOL SYSYTEM within 150-mile range of Ascension Parish.

### Past Performance on CITY OF BAKER SCHOOL SYSYTEM projects 0-10 pts

* + - * The CITY OF BAKER SCHOOL SYSYTEM 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 CITY OF BAKER SCHOOL SYSYTEM projects. A lower score would indicate no past work relationship or questionable past performance with CITY OF BAKER SCHOOL SYSYTEM.

### Special Conditions/Requirements Specified in RFP 0-5 pts

* + - * These special requirements and project considerations must be clearly spelled out in the RFP.
      * In this category, consideration (points) may be given to firms who have not been selected by CITY OF BAKER SCHOOL SYSYTEM in over 3 years.

### 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.

**(\*Total must equal to 100%\*)**

## PART 3: SPECIFICATION AND EXAMPLES

### Specifications and Examples

See CITY OF BAKER SCHOOL SYSYTEM website at [www.ascensionschools.org/about/departments/construction-](http://www.ascensionschools.org/about/departments/construction-department/aeselection2024) [department/aeselection2024](http://www.ascensionschools.org/about/departments/construction-department/aeselection2024).

Included in this document:

Attachment I - Cost Proposal Program/Project Management Attachment II - Cost Proposal Disaster Recovery

Separate Documents:

Attachment III - Standard Form CITY OF BAKER SCHOOL SYSYTEM\_PM\_July\_2024 (Program/Project Management) Attachment IV - Standard Form CITY OF BAKER SCHOOL SYSYTEM\_DR\_July\_2024 (Disaster Recovery/Grants Management)

## ATTACHMENT I - COST PROPOSAL PROGRAM/PROJECT MANAGEMENT

**(\*NOTE – Cost Proposal should be submitted under separate cover and not with Technical Proposal)**

|  |  |
| --- | --- |
| **Position Description** | **Hourly Rate ¹** |
| Program/Project Director |  |
| Senior Project Manager |  |
| Project Manager |  |
| Assistant Project Manager |  |
| Project Controls Specialist |  |
| Document Controls Specialist |  |
| Administrative Assistant |  |
| Closeout Specialist |  |
| Accounting/Audit Support Specialist |  |
| Subject Matter Expert |  |
| Cost Estimator |  |
| Scheduler |  |
| Principal |  |
| Secretary/Data Entry |  |
| Construction Manager |  |
| **SUM OF HOURLY RATES** |  |

**¹ Hourly rates listed in response to the above may be decreased through negotiation in any contract entered as a result of this RFP, including the original contract and renewals, but cannot be increased.**

## ATTACHMENT II - COST PROPOSAL DISASTER RECOVERY

**(\*NOTE – Cost Proposal should be submitted under separate cover and not with Technical Proposal)**

|  |  |
| --- | --- |
| **Position Description** | **Hourly Rate ¹** |
| Program Director |  |
| Policy Expert |  |
| Senior Project Manager |  |
| Project Manager |  |
| Assistant Project Manager |  |
| Project Controls Specialist |  |
| Document Controls Specialist |  |
| Administrative Assistant |  |
| PA Policy Specialist |  |
| Reimbursement Specialist |  |
| Closeout Specialist |  |
| Data Manager |  |
| Accounting/Audit Support Specialist |  |
| Insurance Specialist |  |
| Damage Assessment Team Lead |  |
| Subject matter Expert |  |
| Civil Engineer |  |
| Structural Engineer |  |
| Mechanical Engineer |  |
| Environmental Engineer |  |
| Construction Manager |  |
| Cost Estimator |  |
| Scheduler |  |
| Principal |  |
| **SUM OF HOURLY RATES** |  |

**¹ Hourly rates listed in response to the above may be decreased through negotiation in any contract entered as a result of this RFP, including the original contract and renewals, but cannot be increased.**