

CITY of BAKER SCHOOL SYSEM

REQUEST FOR PROPOSALS (RFP)

**Pre-Positioned Emergency
Remediation Services**

PREPARED BY: JT STRODER A
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REQUEST FOR PROPOSALS FOR

Pre-Positioned Emergency Remediation Services

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 – Background

This Request for Proposals (RFP) is issued by the City of Baker School System (hereinafter referred to as COBSS).

COBSS owns and/or leases over 5 buildings throughout The City of Baker and is seeking qualified vendors to provide emergency remediation services on an as-needed basis through a selection process. The purpose of this RFP is to contract with a properly procured professional remediation firm to remediate damages to buildings and/or contents resulting from water, wind, mold contamination, and other natural or manmade disasters.

Applications will be received by the City of Baker School System, Attention Alisa Sibley, Purchasing Department, 14750 Plank Rd Baker, LA7 0785, not later than 2:00 p. m., July 31, 2024. Applications may also be submitted electronically at www.centralauctionhouse.com no later than the time and date listed above.

The applications will be opened at the COBSS Administrative Building, following the deadline for receiving the request for proposals, on the above noted date.

It is the policy of the COBSS 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.

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

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

The COBSS reserves the right to accept one or multiple teams for this project.

The firm(s) selected for each RFP will be responsible for assembling the sub consultants necessary to meet the requirements of the RFP. The COBSS reserves the right to review the proposed firm/team and reject any consultants identified to be part of the applicant's team due to poor past performance.

1.2 – Fees

Funding for remediation services is through General Funds, Maintenance Funds, State or Federal Funding, and any other funding source. The successful firm(s) shall understand that the fees associated with projects will be based on the Unit Price Cost Proposal Form. Services outside of this scope will be negotiated with the Owner. For any scope of work that will have Federal Funding, the contract or agreement is subject to Federal Clauses listed in **APPENDIX A**.

1.3 – Goals and Objectives

It is the goal to have this Proposer(s) available to assist with any remediation needs of the Owner. The Scope of Services can be found in **ATTACHMENT I**.

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. COBSS – COBSS
- H. Proposer - Vendor/Company who is quoting on the RFP.
- I. Discussions - A formal, structured means of conducting written or oral communications / presentations with responsible Proposers who submit proposals in response to this RFP.
- J. Provide(s) - The term “provides” denotes desirable

1.5 – Proposal

The purpose of this response is to provide members of the Selection Committee with specific information regarding the qualifications of interested firms submitting for a specific project.

The Proposer’s proposal submittal must include the following, in the order listed, with sections divided by labeled tabs:

1. **COVER LETTER (maximum 1 page):** Cover letter to be submitted on official business letterhead addressing:
 - the intent of the proposer to submit a response to this RFP
 - acknowledgment of Addenda
 - acknowledgment that proposal is valid for ninety (90) days from submittal due date, then a contract will be signed with the awarded firm(s) for the Contract Terms
 - acknowledgment that Proposer has no conflicts of interest that would affect its ability to enter into a contract if selected
 - acknowledgment of full responsibility for completion of the entire scope of work
 - the primary point of contact for this proposal through contract execution
 - affirmation that signer is authorized to submittal the proposal on behalf of Proposer.

2. **EXECUTIVE SUMMARY (maximum 2 pages):** Proposers should include an Executive Summary that:
 - introduces the purpose and scope of the proposal; and
 - includes a summary of Proposer’s qualifications, including overall capacity to handle catastrophic damages and multiple facilities, and ability to meet the overall requirements of the RFP.

3. **QUALIFICATIONS & EXPERIENCE (maximum 4 pages):** Proposer, and all sub-consultants that will participate, should include:
 - Brief description of company
 - Brief history
 - Corporate structure and organization
 - Number of years in business
 - Projects description illustrating prior experience in working on projects of similar scope and size to the RFP performed within the past 10 years (limit to 5 projects). This description should provide the technical services that the Proposer provided on the project and the monetary value for the scope

of services. Indicate the size of the project, how many buildings were impacted, how many campuses were impacted, and value of the contract value of the project.

- Resumes of personnel proposed for on-call project implementation (capacity and availability)

4. APPROACH & METHODOLOGY (maximum 3 pages): Proposer should provide a detailed explanation of the Proposer's approach and methodology, and include:

- Functional resources, systems, and technologies to optimize the approach to accomplish the tasks, services, and deliverables specified in the Scope of Services, **ATTACHMENT I**.
- Information on the Proposer's capacity to remediate multiple facilities at one time, as may be necessary in the event of a natural or man-made disaster.
- Description of Proposer's commitment to COBSS as a priority client, including approach and guarantee of services, equipment and supplies at the time of a disaster or catastrophic event.
- Description of Proposer's 24/7/365 emergency response protocols and expected response time to COBSS in the event of a catastrophic regional loss involving not only COBSS but your other regional clients as well.
- Description of Proposer's approach to maintaining or securing labor, equipment, and on-hand material resources and equipment inventory specifically available to support this program, including storage capacity and locations.
- Operational capacity of Proposer to remediate one of more buildings and one or more campuses simultaneously.

5. REFERENCES: Proposer, and sub-consultants that will participate, shall provide at least two references that include:

- Name
- Title
- Mailing address
- Phone number
- Email

6. CERTIFICATION STATEMENT: Proposer must sign and submit **ATTACHMENT II – Certification Statement**.

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

1.6 – Proposal Submittal

All proposals shall be received by the City of Baker School System Purchasing Department no later than the date and time of the deadline.

Proposals may also be submitted electronically at www.centralauctionhouse.com no later than the date and time of the deadline.

- The outside of the RFP envelope/box (or outermost envelope/box if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) **must be labeled with the following information:**
 - **Owner’s Name**
 - **Company Name**
 - **Request for Proposal Number** (See acceptable formats below):
 - **RFP—Pre-Position Contract**
 - **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. COBSS 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

Company Name: _____

Address 1: _____

Address 2: _____

LA License #: _____

**City of Baker School System
14750 Plank Rd
Baker, LA 70785**

Proposals will only be accepted from the following four options:

1. Hand Delivery – 14750 Plank Rd, Baker, LA 70785
2. Sent by registered or certified mail with a return receipt requested, to 14750 Plank Rd, Baker, LA 70785
3. Electronic Submission via asibley@bakerschools.org or to www.centrauctionhouse.com no later than the date and time of the deadline.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The COBSS 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:

ONE (1) ORIGINAL CLEARLY MARKED “ORIGINAL” IN A BINDER AND SIX (6) COPIES OF THE PROPOSAL IN A BINDER, WITH ONE BEING MARKED “ORIGINAL”.

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.

1.7 – Proposer Inquiries

The single point of contact for the COBSS concerning this RFP shall be Alisa Sibley, (225) 774-5795. Proposers shall NOT contact any other COBSS employee concerning this specific RFP during the Proposal process without submitting the request for information in writing to asibley@bakerschools.org

FAILURE TO COMPLY WITH THIS AND ANY OTHER PROPOSAL INSTRUCTIONS DETAILED IN THIS RFP WILL BE REFLECTED IN THE GRADING CRITERIA LISTED AS COMPLIANCE WITH RFP INSTRUCTIONS (5) POINTS.

1.8 – Proposer Inquiry Periods

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

The COBSS shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement. The COBSS 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 COBSS 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 COBSS employee. The COBSS 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 COBSS. 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:

City of Baker School System
Attention: Alisa Sibley 14750
Plank Rd Baker, LA 70785

E-Mail:
asibley@bakerschools.org
Phone: (225) 774-5795

1.9 – Proposal Response Format

Proposals submitted for consideration shall only be accepted in the format described in **Section 1.6 – Proposal** within this RFP.

COBSS does reserve the right to reject submissions that are not in correct format.

1.10 – Legibility/Clarity

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

1.11 – Errors and Omissions in Proposal

The COBSS 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 COBSS reserves the right to make corrections or clarifications due to patent errors identified in proposals by the COBSS or the Proposer. The COBSS, at its option, has the right to request clarification or additional information from the Proposer.

1.12 – Changes, Addenda, Withdrawals

The COBSS reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The COBSS 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. **Proposers shall acknowledge receipt of all addenda by listing those received in their cover letter.**

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 COBSS, Attn: Alisa Sibley, Purchasing Department.

1.14 – Material in the RFP

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

1.15 - Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification. The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer should mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of their proposal sought to be restricted in accordance with the conditions of the legend: “The data contained in specific sections, as deemed by the proposer, will be submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the COBSS 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 COBSS 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 COBSS and hold the COBSS harmless against all actions or court proceedings that may ensue

(including attorney's fees), which seek to order the COBSS to disclose the information. If the owner of the asserted data refuses to indemnify and hold the COBSS harmless, the COBSS may disclose the information. The COBSS reserves the right to make any proposal, including proprietary information contained therein, available to COBSS committee, personnel, consultants, for the sole purpose of assisting the COBSS in its evaluation of the proposal. The COBSS 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.

1.16 – Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the COBSS to award a contract. The COBSS 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 COBSS to do so. COBSS will accept or reject the various components and services in the manner deemed to best support COBSS. The COBSS 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 COBSS. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the COBSS and not returned to proposers. Any copyrighted materials in the response are not transferred to the COBSS.

1.18 – Cost of Offer Preparation

The COBSS 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 COBSS.

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 COBSS 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. COBSS 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 COBSS shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21 – Use of Subcontractors

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

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

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

1.22 – Written or Oral Discussions/Presentations

If needed, written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The COBSS 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 COBSS understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions. COBSS RESERVES THE RIGHT TO RECORD (VIDEO/AUDIO) ALL MEETINGS AND/OR CALLS DURING THIS RFP PROCESS.

1.23 – Acceptance of Proposal Content

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

1.24 – Evaluation and Selection

All responses received as a result of this RFP are subject to a consensus evaluation by the RFP Selection Committee for the purpose of selecting the Proposer or Proposers with whom the COBSS 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 COBSS Superintendent for the Proposer or Proposers whose proposals, conforming to the RFP, will be the most advantageous to the COBSS, price and other factors considered. **Additional Information can be found in Part 2. Evaluation Criteria and Selection Process.*

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

1.25 – Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the COBSS 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 COBSS may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. COBSS Purchasing Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.26 – Contract Term

The period of any contract resulting from this RFP is tentatively scheduled for a three-year term to begin on or about August 3, 2024. This term may be adjusted based on scheduling discussions with the firm who is awarded the RFP. This firm may have an option to have an additional two-year extension with the cumulative CPI Rate, provided by Louisiana Division of Administration, from the year contract was executed. If the Contractor is unable to agree on rates for the extension, the Owner will proceed with a new RFP.

This is an on-call contract, and while the awarded firm may have a contract with COBSS, no services will be provided (or charges made against the contract) until a Notice to Proceed is issued by COBSS. A sample contract is provided for reference only within **ATTACHMENT VI, Sample Contract**.

1.27 – Contract Award and Execution

The COBSS 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 Proposer(s) will become part of any contracts initiated by the COBSS.

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 COBSS 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 COBSS with the highest points, considering price and other factors considered.

1.28 – Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award, COBSS Purchasing Department will issue a Notice of Intent to Award letter to the apparent successful Proposer(s). 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 COBSS, the COBSS may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer(s).

COBSS 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.

1.29 – Insurance Requirements

Contractor shall furnish the COBSS 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 COBSS before work commences. The COBSS reserves the right to require complete certified copies of all required policies, at any time. See **ATTACHMENT IV, Contractor/Vendor Insurance Requirements.**

1.30 – 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.

1.31 – 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 COBSS 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 COBSS.

Contractors will indemnify, defend and hold the COBSS 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 COBSS 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 COBSS 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 COBSS 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) COBSS unauthorized modification or alteration of a Product, Material, or Service; ii) COBSS use of the Product, Material, or Service in combination with other products, materials, or services not furnished by a Contractor; iii) COBSS 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 COBSS exclusive remedy to take action in the following order of precedence: (i) to procure for the COBSS 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 COBSS 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 COBSS 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.

1.32 - TERMINATION OF THIS AGREEMENT FOR CAUSE

COBSS 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 COBSS 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 COBSS 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 COBSS to comply with the terms and conditions of this agreement, provided that the Contractor shall give the COBSS written notice specifying the COBSS’S failure and a reasonable opportunity for the COBSS to cure the defect.

1.33 – No Guarantee of Quantities

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

1.34 – Content of Contract/Order of Precedence

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

1.35 – Contract Changes

1. Contractor shall not proceed without executed/signed Change Order or other written authorization by the Owner. COBSS will only pay the unit rates for those services as listed on the Proposer's Cost Proposal. The specific work order scope will be determined by the Owner at the pre-remediation conference, to be held prior to any work beginning. The proposed quantities for each scope item in the cost proposal will be the responsibility of the remediation contractor and will be verified with the Owner to establish the overall cost of the work order prior to work beginning.
2. Contractor must provide a cost reasonableness demonstration for any change order work for scope not include in the contracted unit costs and must meet FEMA requirements and should be based on RS Means, historical data or competitive bidding.
3. Two types of change orders may apply to this project:
 - a. Additional quantities of contracted unit costs due to additional areas/items added to the scope of work after the work order is signed;
 - b. Additional scope not identified or accounted for in the contracted unit costs.
4. Any and all adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order or Change Directive shall require the following written documentation and justification:
 - a. The Contractor's most recent schedule in use prior to the change.
 - b. A revised schedule indicating how the Change affects the Critical Path.
5. Changes that affect or concern activities containing float or slack time (i.e. not on critical path) that can be accomplished within such float or slack time shall not result in an increase in the Contract Time.
6. Before a Change Order is prepared, the Contractor shall provide and deliver to the Owner the following information, not subject to waiver, within 48 hours after being notified to prepare said Change Order:
7. For Change Orders Involving Scope of Work items included in the Contracted Unit Costs, a detailed description of additional scope area/items to be added to the project and why the work is necessary, documentation that substantiates claimed quantities (i.e. drawings or dimensioned sketches or similar, and calculation of how the quantities were derived), and a total cost for the change order work. Additional Overhead and Profit will not be granted as O&P is included in the existing unit pricing.
8. For Change Orders Involving Scope of Work Not Identified in the Contracted Unit Costs, the following is applicable:
 - a. A detailed, itemized list of materials, labor and equipment costs for each Subcontractor's and/or Sub-subcontractor's Work, including quantities and unit prices for each item.
 - b. A detailed, itemized list of materials, labor and equipment costs for the General Contractor's Work, including quantities and unit prices for each item.
 - c. Sufficient substantiating written documentation, and/or other such documentation as Owner may require, that:
 - i. substantiates estimated or claimed quantities (i.e. drawings or dimensioned sketches or similar.).
 - ii. substantiates estimated or claimed unit costs (i.e. orders, quotes, delivery tickets or similar.).

- iii. substantiates estimated or claimed equipment costs (i.e. equipment rental agreement or Contractor-owned equipment rental rate list from approved project submittals).
 - d. Overhead and Profit requested must follow Section 1.38, Item 12.
- 9. After a Change Order has been approved, no future request for extension/adjustments of Contract Time, Sum or cost shall be considered for that particular Change Order.
- 10. The Contractor will prepare a draft of the proposed Change Order. If all parties are in agreement to the scope of work changes and the Change Order is signed within 48 hours of the original issuance, it shall be made part of the Contract Documents. If agreement is not reached within that time frame, the Owner reserves the right to instruct the Contractor to issue a Change Directive, which will be administered per the next section.
- 11. For any item submitted as a Change Directive to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner may require, that substantiates claimed quantities actually purchased, unit costs actually paid, and the costs actually paid for equipment usage.
- 12. Portions of profit and overhead included in the Change Order, shall not exceed the following:
 - a. For the Contractor for work that is performed with its own forces, not to exceed 15% of the cost of the items listed above.
 - b. For the Contractor for work performed by his Subcontractor, 5% of the amount due the Subcontractor.
 - c. For each Subcontractor, or Subcontractor involved, for work performed by that Subcontractor's of Subcontractor's own forces, 15%.
 - d. For each Subcontractor, for work performed by the Subcontractor's Subcontractors, 5% of the amount due to the Subcontractor.
 - e. In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, and subcontractors. Labor and materials shall be itemized in the manner specified above. Where major cost items are Subcontractor's cost items, they shall be itemized also.
- 13. Changes in the Work performed by the Contractor without approval or consent of the Owner shall be performed at no cost to the Owner and without adjustment in the Contract Time.
- 14. By executing the Change Order, the Contractor acknowledges that the Owner bears no responsibility for the conditions resulting in the change to the scope of work. The Change Order is for the full and final amount of the Contract Sum and the Contract Time adjustments due the Contractor for all additional Work related to the Change Order. Any stated extension of Contract Time is equitable in nature and the Contractor waives any further claims for any additional Contract Time or any Contract Sum for whatever reason and of whatever kind, whether direct or indirect costs, profit, overhead or any other expenses for the work, enumerated in the Change Order and any and an additional Contract Sum are waived in their entirety.

PART II. EVALUATION CRITERIA AND SELECTION PROCESS

2.1 – Evaluation and Selection

All responses received from this RFP will be evaluated by the RFP Selection Committee for the purpose of selecting the Proposer that provides the best value for the COBSS, taking into consideration price and other evaluation factors set forth in the RFP.

A. QUALIFICATIONS & EXPERIENCE

Proposer will be evaluated based on proven experience related to projects similar in type and magnitude of services referenced in this RFP, using information provided in your response

B. APPROACH/METHODOLOGY & CAPACITY

The Proposer will be evaluated by their ability to provide all of the tasks, services, equipment, staff, suppliers, capacity to remediate multiple facilities at one time, and deliverables listed in the Scope of Services, **Attachment I**.

C. COST PROPOSAL

Proposers will be evaluated based on the unit costs provided for each item in the Cost Proposal. All individual unit costs will be added and totaled to determine the lowest evaluated cost. All items listed in the Cost Proposal must be filled in completely. Fixed unit costs submitted must be firm for the duration of the contract.

2.2 – Selection Process

All Proposals submitted for this project will be reviewed by an RFP Selection Committee. The selection process shall be as follows:

1. Each RFP Selection Committee member shall independently evaluate each proposal submitted for this project in accordance with the general criteria as shown in Section 21.
2. Based upon each member's evaluation of the RFP submittals, each member shall rate each firm utilizing a standard Score Card. Each RFP Selection Committee member shall finalize their score card to establish their top five (5) firms from the list of firms under consideration.
3. On the first scoring, each RFP Selection Committee member shall then vote for their top five (5) firms in accordance with the following weighted voting schedule:
 - a. Five points for the first rated firm
 - b. Four points for the second rated firm
 - c. Three points for the third rated firm
 - d. Two points for the fourth rated firm
 - e. One point for the fifth rated firm
 - f. Zero Points for all other firms
4. The score of all firms shall then be totaled.
5. At this point the RFP Selection Board may select the highest scoring firm/team and move towards a contract. The RFP Selection Board may also choose to invite firms to make Oral Presentations to the RFP Selection Committee at a subsequent meeting.

6. If oral presentations are deemed necessary by the selection panel, the RFP Selection Committee shall convene to hear Oral Presentations by the top three short listed firms. Upon completion of the Presentations each RFP Selection Committee Member shall re-evaluate and complete their scoring and the RFP Selection Committee Members shall vote for one (1) or more firm(s) from the short list.
7. The RFP Selection Committee reserves the right to discuss the firms being considered prior to any voting.

2.3 – 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 COBSS(COBSS). Proposals should include all information necessary to demonstrate the ability to satisfy these criteria. COBSS may request additional information required for the evaluation. Each section of the proposal may be evaluated separately.

SCORECARD FACTORS

Weight/Pts

- | | | |
|-----------|--|-----------------|
| 1. | Executive Summary/Qualifications and Experience | 0-30 pts |
| | <ul style="list-style-type: none"> ○ Firm/Team shall be evaluated based on project specific experience and sources. ○ Does the firm’s past experience indicate examples of projects with similar scope of work ○ Reputation of the firm (applicant) and sub consultants for personal and Professional integrity and competence. ○ Specific Personnel Experience with Similar Projects must be considered | |
| 2. | Approach/Methodology & Capacity | 0-30 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 emergency response protocols ○ Ability to prioritize COBSS remediation needs ○ A firm with capacity to remediate multiple facilities/campuses at one time should score higher in this category | |

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

PART III. ATTACHMENTS & EXHIBITS

ATTACHMENT I. SCOPE OF SERVICES

COBSS owns 6 buildings throughout The City of Baker and is seeking qualified vendors to provide emergency remediation services on an as needed basis through a selection process. The purpose of this RFP is to contract with a properly procured remediation firm to remediate damages to buildings and/or contents resulting from water, wind, mold contamination, and other natural or manmade disasters. The selected firm or firms agrees to make COBSS a priority client and provide timely services by making resources and equipment available to COBSS through this contract, following disasters or catastrophic events. Work order placement will be determined by the COBSS Planning & Construction Department on a “when and as needed” basis. The selected contractor shall be required to assume responsibility for all items and services offered in the bid, whether the selected contractor produces/provides them or not. Refer to **ATTACHMENT V, COBSS Guidelines for Remediation.**

1.0 Overview

The scope of work includes, but is not limited to: full and immediate mitigation of loss within and around the building and property, water removal, decontamination, disinfecting, scrubbing, washing, drying, vacuuming, selective demolition of damaged interior building finishes, removing interior debris, dehumidifying, complete moisture removal, removal of trash, documentation of completed work and work in progress, HVAC decontamination, document recovery, exterior debris removal, contents photography and inventory, textile restoration, inspection, cleaning, and necessary post-work clean up. The work may include the troubleshooting, minor repair, and reassembly of anything pertaining to any site or building on any of the properties owned or leased by the City of Baker School System.

2.0 Debris Removal

Contractors responsible for debris removal will be required to collect and relocate all debris from the affected school sites as well as from the School Board’s Central Office, as specified by the COBSS Planning & Construction Department. Depending on the campus affected, contractors in many cases may be required to cut and collect vegetative debris manually, without the use of heavy equipment on certain interior areas of certain school grounds. After collection, mechanical equipment may be used to load and haul debris to the road collection site in a neat and orderly manner, so the debris is able to be removed. Reduction of vegetative debris must be in accordance with state law (LA RS 30:2413.1).

3.0 Document Recovery

Contractors responsible for document recovery shall be responsible for pickup of documents from the The City of Baker School Campus site, packaging, transportation, restoration, repackaging, re-jacketing of files in file folders and return delivery of documents that were damaged by the event. The successful proposer shall be responsible for cleanup of mold, mildew and other potential hazards on the retrieved documents.

4.0 Textile Restoration

Contractors responsible for textile restoration shall be responsible for pickup of textiles from the district warehouse site, packing, inventory, transportation, restoration, repacking, and return delivery of textiles that were soiled, dirtied, and/or damaged from the event.

5.0 Contents

Contractors responsible for contents shall be responsible for photographing and inventorying all contents to be discarded due to damage from the event. Inventory shall include Item description, corresponding photograph, location information (campus name, building name, room number) and final disposition (discarded, undamaged/cleaned, etc.)

Contents found to be undamaged shall be properly cleaned and sanitized to be stored until restoration of the facility is completed. Storage may be the responsibility of the contractor.

Included in the scope of work is the requirement for each contractor to provide detailed and accurate documentation of all activities. Supplies and equipment necessary to perform operational services shall be the responsibility of the contracted firm(s).

6.0 Minimum Services Required

- Ability to respond to damages to a single property
- Ability to respond to a catastrophic event that may cause damage to multiple properties
- Accessible 24 hours a day, 7 days a week
- Must be able to mobilize necessary resources to initiate damage remediation with 2 hours of notice
- Selective demolition of damaged building materials
- Surface cleaning
- Water extraction
- Sanitizing
- Deodorizing
- Mold and environmental remediation
- Debris removal
- Fire, smoke, water, and wind damage recovery
- Drying and dehumidification
- Commercial cleaning and decontamination of HVAC units, ductwork, drapes & textiles, and interior surfaces
- Microbial remediation
- Document restoration
- Biohazard remediation
- Temporary roofing and weather-proofing of windows/doors
- Relocation services including pack-out, cleaning and short and long-term storage needs
- Contents inventory and photography
- Contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs and damage mitigation

The above list should not be considered an all-inclusive list of services to be provided. Any additional work requires prior approval from the contract coordinator assigned by the COBSS Planning & Construction Department. Additional services may be added on as needed basis and a mutually agreed upon price.

7.0 Service Requirements

- Contractor will treat COBSS as a priority client, and pledge to provide priority, timely services, equipment and supplies in response to a disaster or catastrophic event, and at agreed-to locked-in unit pricing.
- Contractor shall perform all Remediation Services on an open work-order basis as requested services are received for the term of this awarded contract.
- Contractor shall have a 24-hour emergency response number, with a guaranteed two (2) hour response to make contact and provide a preliminary assessment of the services required. After the preliminary assessment is made, and the specific scope items and quantities identified and agreed upon, the Contractor must be fully mobilized and onsite with 24 hours.
- In the event of non-response from the contractor within the required two (2) hour response timeframe, COBSS reserves the right to contract services to the next lowest bidder in this selection process. More than one contractor may be selected as part of this selection process, however, in the event that more than one campus is damaged by the event, work will be assigned to contractors in order of selection score and within the operational capacity of the selected firm.
- Contractor shall perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of COBSS. Contractor shall use its best efforts to cooperate and coordinate with COBSS Planning & Construction Department personnel and other contractors who may be providing contemporaneous services.
- In association with these services, Contractor must prepare notification, certification or any other documents that are required by Applicable Laws and shall also distribute and retain in its records copies of all such documents as required by Applicable Laws.
- COBSS will only pay the unit rates as listed on the Proposer's Cost Proposal. The specific work order scope will be determined by the owner at the pre-remediation conference, to be held prior to any work beginning. The proposed quantities for each scope item in the cost proposal will be the responsibility of the remediation contractor and will be verified with the owner to establish the overall cost of the work order prior to work beginning.
- Contractor must provide a cost reasonableness demonstration for any change order work for scope not include in the contracted unit costs and must meet FEMA requirements and should be based on RS Means, historical data or competitive pricing.
- At the completion of work order, Contractor must provide COBSS with a comprehensive final report with detailed information that summarizes all completed services provided by Contractor and in sufficient detail to satisfy FEMA and insurance company requirements to maximize payment of claims and reimbursement of expenses.
- Contractor shall directly furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the services described in this attachment or any additional services proposed by the contractor. Any billing will be solely between COBSS and the

Contractor.

- Contractor to provide documentary and photographic documentation of all damages prior to beginning the scope of work. This is to include, but is not limited to, all interior/exterior finishes, furnishings, interior/exterior of millwork, interior of furniture, IT equipment, and A/V equipment within the scope of work. Refer to **Attachment I – Scope of Services** for additional information on contractor’s responsibility to document the damages.

8.0 Review, Approval, and Payment of Services

- All services performed by contractor under this agreement shall be subject to the review and approval of the Contract Coordinator.
- The Contract Coordinator shall decide all questions that may arise as to Contractor's obligations hereunder.
- COBSS will pay all rates as submitted by the contractor in the Cost Schedule, however the following conditions will apply for the term of the awarded contract:
- COBSS will only pay the rates as negotiated with a contract for the Pre-position company. Thus, if the Contractor should rent or sub-contract any items listed on the cost proposal to perform the services, COBSS will not be responsible for any difference in the rental rate and prices quoted in the cost schedules in the contract.

Authorized Signature: _____

Typed or Printed Name: _____

Title and Company: _____

Date: _____

ATTACHMENT II. CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: COBSS requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

E-mail Address: _____

Telephone Number with area code: () _____

Facsimile Number with area code: () _____

US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the COBSS to contact the above-named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- The information contained in its response to this RFP is accurate;
- Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
- Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Authorized Signature: _____

Typed or Printed

Name: _____

Title: _____

Company Name: _____

License # _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III. UNIT PRICE COST PROPOSAL FORM

GENERAL INSTRUCTIONS TO RFP UNIT PRICE COST PROPOSAL FORM

Unit Prices should be all-inclusive of all costs related to labor to set up/monitor, take-down, overhead and profit, small tools, travel time, etc.

INTERIOR REMOVAL AND MISCELLANEOUS – In addition, all costs are required to be billed to a specific building and Room Number and Name, organized by Building and Room. Photo documentation is required for each room and must clearly depict the damaged elements.

ENVELOPE/EXTERIOR – In addition, all costs must be billed to a specific building and photo documentation is required to clearly depict the damaged elements.

TRASH/COLLECTION/HAUL/DISPOSAL – In addition, FEMA requires haul/disposal tickets as backup documents to include landfill ticket.

SPECIAL INSTRUCTIONS TO RFP 5157 RFP UNIT PRICE COST PROPOSAL FORM – INTERIOR REMOVAL AND MISCELLANEOUS

A.12: Photo documentation, inventory, label, and remove all contents removed from damaged spaces. School & Office supplies such as paper products, folders, books, pencils/pens/markers, erasers, etc. will be billed at QTY 1 per full box removed. All other content items will be billed per item.

A.15: Remove and relocate classroom electronic fixtures, including PA speakers, projectors, smart boards, mounts, Wi-Fi routers and tv's, for reinstallation. Ensure these items are safely stored and secured in an area of the building as to not receive further damage or theft.

A.17: Door hardware is required to be packaged and labeled for each room.

A.18: Door hardware core is required to be packaged and labeled for each room.

A.23 thru A.25: Ensure the Owner or Owner's representative have approved the removal of fixtures in question.

TOTAL PRICE shall equal the total sum of all line items associated with **Section A**.

SPECIAL INSTRUCTIONS TO RFP UNIT PRICE COST PROPOSAL FORM – EQUIPMENT RENTAL

Section B.1 thru B.10: Requires equipment placement log (specific building/area and dates in use) and site power outage log. Additionally, only for duration of power outage, unless provided with specific information as to why it is still in use at each location after power has been restored.

B.8: Includes per additional 50LF; One time charge.

B.10: Includes \$60 flat fee per delivery to site and must be billed at cost. FEMA requires fuel receipts.

Section E.1 thru E.15: All drying equipment **MUST** be accompanied by a moisture reading for every day on site, and exact location log for each piece of equipment (building and room/area) with dates.

ATTACHMENT IV. CONTRACTOR/VENDOR INSURANCE REQUIREMENTS

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
- Insurance carrier to have Best rating “A” or above or be qualified self-insured with “A” rated reinsurance; preference will be given to admitted (LIGA) insurers
- 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 of 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

Authorized Signature: _____

Typed or Printed Name: _____

Title and Company: _____

Date: _____

ATTACHMENT V. COBSS GUIDELINES FOR REMEDIATION

SUMMARY OF THE WORK

SUMMARY OF SERVICES: This Remediation Project includes but is not limited to removing debris, dewatering, removal of wet materials, cleaning, dehumidification of building interiors, document restoration, textile restoration, temporary HVAC services, and contents inventory and removal.

SITE LOCATION: The City of Baker Schools

PROJECT SUPERINTENDENT: Provide a full-time Superintendent who is experienced in the removal and installation of equipment required in this project. This person is the Contractor's Representative responsible for compliance with all applicable federal, state and local regulations. The Superintendent shall be equipped with a cellphone made available to the Owner for the entire contract time. Once the Owner attempts contact with the Superintendent, a response back shall be attempted immediately.

SECTION 02100 - CLEANING AND DEMOLITION

PART 1 GENERAL

1.1 SCOPE

- A. Perform all demolition and cleaning work as specifically indicated and as otherwise required to achieve the results indicated in the Project Manual.
- B. Demolition in this context refers to clarifying conditions and is not intended to portray the full scope of all possible demolition work.

1.2 PRECAUTIONS

Specific precautions shall be exercised in the demolishing of components above and around occupied spaces to prevent injury to persons and property. Do not leave pipes, lights, brackets and other components loose without adequate support and anchorage. Safety of persons during and after construction shall be the Contractor's primary concern. The Contractor shall be responsible to determine and assure that execution of the Work under this Contract in no way endangers occupants of the buildings, site, or any workmen.

1.3 PROTECTION

The Contractor shall be responsible for protecting all components and contents of the buildings, all improvements on the site, all building systems and all equipment, both fixed and movable which may be exposed to damage by the work of this Contract. Particular care must be taken with sensitive equipment which cannot be readily relocated for execution of the work in the areas in which such equipment is located.

1.4 COORDINATION

All demolition and cleaning work shall be carefully coordinated with the construction schedule and the Owner's activities.

PART 2 PRODUCTS

2.1 AIR SCRUBBER

Contractor shall provide air scrubbers in locations shown on drawings for the duration of the project after the large-scale debris has been removed. The air scrubbers shall incorporate a particulate pre-filter, a granular carbon filter and a type 'A' HEPA filter. The unit shall be portable with wheeled casters and provide a minimum of 2,000 CFM airflow. The units shall be installed and maintained in accordance with manufacturer's recommendations.

2.2 CLEANING AGENTS

The cleaning agent shall be a combination cleaner, disinfectant, viricide, fungicide, mold and mildew cleaner. Apply to surfaces with a cloth, wipe, mop or sprayer. Wipe down surfaces to remove surface debris. Allow the contact time as recommended by the manufacturer prior to wipe down. The cleaning agent shall be used for all surfaces except unpainted gypsum board. Use per manufacturer's recommendations for specific surfaces to be cleaned.

PART 3 EXECUTION

2.1 REMOVAL

- A. Limit demolition and removal to the areas and extent necessary to accomplish the finished results intended. Any demolition beyond what is required shall be replaced to match existing. All demolished materials not indicated for reuse or for return to the Owner shall be removed promptly from the site by the Contractor.
- B. It is impossible to show every detail of demolition. However, when removing existing equipment, piping, conduit and structural elements, relocate items back to a point where they are structurally secure and back to a point where they are no longer visible or exposed in occupied spaces or hinder activity or passage or to a location where these elements will no longer pose a safety hazard. All components shall be terminated in a safe and proper manner.

2.2 CLEANING

- A. All non-painted gypsum board walls shall be HEPA vacuumed.
- C. All floor and wall surfaces shall be mopped or wiped clean with the cleaning agent.
- D. The railings shall be wiped clean with the cleaning agent.
- E. The walls, floors and windows to remain shall be cleaned with the cleaning agent.

2.3 FURNISHING REMOVAL

All wet furnishings shall be removed according to the following criteria. All furniture contents, including but not limited to bookshelves, desks, chairs, tables, cabinets and the like shall be removed and properly disposed of as "mold infested materials". Electronic items such as computers, monitors, keyboards, mouse devices, servers, routers, and the like shall remain. These electronic devices shall all be placed in one (1) interior office. Each removed content item shall be numbered, photographed with a digital camera, entered in a Microsoft Excel spreadsheet and shall include item's description and physical measurements. Numbering may be accomplished with permanent markers on the items, separate sheet of paper secured to the item or with dry-erase boards placed on each item when photographed.

The spreadsheet shall be formatted with columns labeled as follows: item number, item name, item description, item measurements and quantity of that item. The Microsoft Excel spreadsheet and photographs of the contents shall be electronically filed on a CD or USB flash drive and individually labeled with the item's number from the spreadsheet.

Accounting of items, spreadsheet and photography, shall be considered a deliverable for the completion of this project.

2.4 SALVAGE

Unless specifically noted to be saved, under this Contract all damaged components shall be removed from the site. All items indicated to be reused shall be carefully stored for incorporation into the finished project. It shall be the Contractor's responsibility to maintain control of these items throughout the duration of this Contract. All items indicated to be salvaged for the Owner shall be removed in a workmanlike manner and shall be turned over to the Owner at the place of removal or space(s) within the building(s) agreed to in advance by the Owner and Contractor. The Contractor's bid price shall reflect the salvage value for any items that may be salvaged by the Contractor.

2.5 DISPOSAL

All material shall be disposed of in a safe and legal manner.

2.6 TEMPORARY POWER AND LIGHTING

The Contractor shall make all necessary arrangements with the Owner for furnishing a temporary power supply with service as required in connection with the work to be performed on the job site. The Contractor shall ensure that adequate power and lighting service is always available during the progress of the work. Temporary electrical work shall be in accordance with NEC and OSHA guidelines.

2.7 SAFETY

Contractor shall provide for job safety as per CODE requirements and industry standards including, but not limited to OSHA, NEC, NIOSH, EPA, etc. guidelines. Use caution in removal of overhead debris, provide fall protection and implement strict safety policies and guidelines.

END OF SECTION 02100

SECTION 23 84 00 - TEMPORARY DEHUMIDIFICATION AND CLIMATE CONTROL

PART 1 – GENERAL

1.1 GENERAL

A. SECTION INCLUDES

1. Requirements for temporary interior dehumidification, and/or climate control.
2. Air distribution, controls, and monitoring instruments.

B. REFERENCES

1. American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE)
 - a. ASHRAE Standard 15 – Safety Standard for Refrigeration Systems
2. ASTM International (ASTM)
 - a. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
3. National Fire Protection Association (NFPA)
 - a. NFPA 70: National Electrical Code

C. SUBMITTALS

1. Submit in accordance with Division 15 as previously noted.
2. Product Data; Provide complete list and product data for the following:
 - a. Dehumidification, and/or Climate Control Equipment
 - b. Humidistat, and/or Thermostat Control
 - c. Temporary air distribution, chilled water hose, gas piping, electrical cable, and accessories
 - d. Temporary power and/or Job site fuel requirements
 - e. All temporary power/fuel requirements shall be the responsibility of the contractor.
3. Shop Drawings, including
 - a. Equipment Layout Plan indicating planned equipment location and approximate routing of air distribution, electrical cable, chilled water hose and/or gas piping.

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- b. Plan for staging and sequencing.
- c. Layout of enclosures and barricades.
- 4. Certification: Indicating equipment and material comply with requirements. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- D. QUALITY ASSURANCE
 - 1. Electrical Components, Devices, and Accessories: Comply with NECA, NEMA, CSA and UL requirements. Comply with NFPA 70.
 - 2. Fabricate and label refrigeration system to comply with ASHRAE Standard 15.
 - 3. Desiccant wheels shall be bacteriostatic and non-toxic. The wheel shall be manufactured under ISO 9001 certification. The glass fibers, which form the support matrix, shall be made from uniform continuous strands larger than five (5) microns in diameter which are irrespirable and are not considered a possible health risk by the International Agency for Research on Cancer. The wheel shall be tested according to ASTM E84 with a flame-spread index of zero (0) and a smoke developed index of ten (10).

2.1 PRODUCTS

- A. EQUIPMENT, GENERAL
 - 1. Provide equipment manufactured specifically for temporary dehumidification, climate control and drying.
 - 2. Permanent HVAC systems shall not be used to dehumidify or temper the air during construction. Dehumidification shall be provided by temporary equipment defined in this section.
 - 3. Temporary Climate Control Performance Criteria:
 - a. Supply air quantities: One air change every 120 minutes, minimum.
 - b. Filtration for OA: thirty (30) percent minimum
- B. TEMPORARY DEHUMIDIFICATION EQUIPMENT
 - 1. Basis of Design: Desiccant dehumidifiers, as manufactured by Munters Corp., Dehumidification Technologies, LP, or equal.
 - 2. Provide desiccant dehumidifiers with a single rotary desiccant wheel capable of fully automatic continuous operation.
 - 3. Minimum wheel depth shall be eighteen (18) inches.
 - 4. Dehumidification equipment shall utilize 100 percent outside air. Inside air shall not re-circulate through dehumidification equipment without prior approval based on indoor air quality conditions
- C. TEMPORARY COOLING UNITS
 - 1. Self-contained DX Equipment

2. Humidity Control Units with integral desiccant wheel or
3. Split system - Air cooled Chiller with Air Handling Unit/Cooling Coil Module
4. Temporary Cooling Unit Performance Criteria
 - a. Equipment shall maintain temperatures below 80 degrees Fahrenheit.
 - b. Equipment shall provide air quantities to conform to the requirements of the Temporary Climate Control System
 - c. Cooling equipment may be used to control humidity under the following conditions: 1) Humidity is to be maintained at 60 percent maximum. 2) Ambient dew point temperatures are expected to remain above 55 degrees Fahrenheit dp 3) Reheat coils shall be utilized to lower relative humidity in the air stream.
 - d. Cooling units shall utilize 100% outside air. Indoor air shall not recirculate through dehumidification equipment without prior approval based on indoor air quality conditions.

D. TEMPORARY HEATING UNITS

1. Basis of Design: List the system description for the selected temporary heating units to be utilized for this project:
2. Provide electric, diesel fired gas or propane heating equipment.
3. Equip heaters with controls that will automatically turn the heater off if the airflow is interrupted or the internal temperature of the heater exceeds its design temperature or that of the supplyduct.
4. Heating units shall utilize 100% outside air. Inside air shall not recirculate through heating equipment without prior approval based on indoor air quality conditions.

E. TEMPORARY DUCTWORK AND AIR DISTRIBUTION

1. Provide spiral supply ductwork.
2. Securely anchor temporary exterior ductwork.
3. Interior distribution ductwork shall consist of polyethylene tubing (Layflat) of the appropriate diameter for equipment to be served.

F. MONITORING DEVICES

1. Electronic Monitoring Devices (EMD's) shall be furnished to monitor dry bulb temperature and relative humidity EMD's shall record readings at fifteen (15) minute intervals and be capable of downloading recorded data. EMD's shall monitor outside ambient air conditions as well as all applicable interior zones to be conditioned.

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1.1 EXECUTION

A. PREPARATION

1. Coordinate layout and installation of temporary climate control equipment with finish trades.
2. Modify and extend temporary dehumidification, heating, cooling and ventilating as required by the progress of the finish work.
3. Provide weather protection and environmental controls as required to prevent damage to the Work, and to other property.

B. APPLICATION OF TEMPORARY DEHUMIDIFICATION AND/OR CLIMATE CONTROL

1. Configure temporary dehumidification and/or climate control equipment to maintain occupied space temperatures between 40 and 80 degrees Fahrenheit unless noted otherwise.
2. Maintain relative humidity at or below forty (40) percent unless noted otherwise (recommendation is maximum of forty (40) percent relative humidity for all concrete drying) (max forty-five (45) percent for general construction drying in moderate climates).
3. Install ductwork routing in the least obtrusive manner. The use of permanent duct work may be acceptable assuming that adequate filtration is used with the temporary equipment. Distribute air evenly, to be free of drafts. Suspend temporary system from the existing ceiling structure as recommended by the system manufacturer. Coordinate with the architect and other crafts for mounting locations within the building
4. Keep all doors closed and cover all openings to maintain a reasonably airtight envelop around the space to minimize infiltration of outside air and avoid pockets of high humidity.
5. Maintain return air paths and the means for process air or reactivation air to escape as required for operation and to conform to specifications throughout the duration of this project.
6. Dehumidification equipment will be used to control the environment in the space 24 hours a day while joint compounds, paints, fireproofing flooring millwork and wall covering are being installed and until the materials in the space reach moisture levels as recommended by the manufacturer(s). This equipment may also be necessary to maintain specified conditions until building is commissioned.
7. Utilize temporary ducting and/or circulation fans to distribute the dehumidified air to all areas of the building requiring temporary dehumidification or climate control.

C. TESTING

1. Utilize a sling psychrometer or digital hygrometer to measure dry and wet bulb temperatures in each affected space. Record readings at the beginning and end of each shift and include outside ambient conditions.
2. Deliver report to architect as required.

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D. REMOVAL OF TEMPORARY FACILITIES

1. Maintain the temporary dehumidification and/or climate control system in service until use is no longer required or directed by the architect.
2. Completely remove temporary dehumidification and/or climate control equipment and all ancillary materials and accessories from the site at the successful commissioning of the permanent HVAC system.

E. CLEANING

1. Clean and repair damage caused by installation or use of temporary climate control equipment. Where disposal of spoil and waste products, whether or not they are contaminated, is required, make legal dispositions off site following governing authorities' requirement.

END OF SECTION 23 84 00

The building elements shall be decontaminated, dried and remediated per the following table and work procedures. In general wall board shall be removed 12” above the water mark/damage and discarded below that point. All damp insulation shall be removed and discarded. Carpet and porous elements shall be discarded and removed.

Decontamination and drying for different building elements

Component	Decontamination	Drying
<i>External walls</i>		
Masonry walls	Power-wash or mechanically scrub walls. For minor floods scrub wall by hand. Apply and rinse down wall with detergents and, where required, disinfectants. Rinse after using detergents; normally multiple cleaning operations will be required. Remove contaminated insulation from cavity walls.	Remove impermeable finishes (eg gloss paint or vinyl wallpaper). Dry-brush off efflorescence and salts that appear during drying using a bristle brush.
Timber frame	Remove contaminated surface finishes, eg plasterboard. Remove debris deposited in the frame. Remove contaminated insulation from cavity.	Achieve timber moisture content of less than 20 per cent (to avoid dry rot) before replacing wall finishing; ensure readings are taken from depth not the surface.
Steel frame	Remove contaminated surface finishes, eg plasterboard. Remove debris deposited on the structural frame. Remove contaminated insulation from cavity.	Remove surface cover if necessary to dry moisture from structure.
Door leaves and door frames	Clean door leaves, frames and associated hardware.	Ensure moisture content of timber door leaves and frames is below 20 per cent. Apply paint finish to all accessible surfaces of the door. Replace damaged hollow-core doors with solid doors or those of more resilient materials. Replace damaged timber doors with PVC or hardwood timber.
Double glazing units	Remove units from drained and ventilated window frames and clean debris from frame before reinstatement.	Replace failed units with quality-assured insulated glass units.
<i>Internal walls</i>		
Internal masonry partition	Remove contaminated plasterboard. Apply and rinse down wall with detergents or disinfectants. Rinse off, and repeat operation if required.	Remove impermeable coverings (eg gloss paint or vinyl wallpaper).
Party walls	Remove contaminated plasterboard.	Remove impermeable coverings (eg gloss paint or vinyl wallpaper).
Stud partition walls	Remove contaminated plasterboard to gain access to and remove contamination.	After short flood durations, allow natural drying. After prolonged flooding, remove plasterboard if necessary for drying.
Cellular plasterboard partition	Remove contaminated plasterboard.	Remove impermeable coverings. Replace if partitions are not sufficiently robust.
Solid and panelled doors	Remove contaminated hollow-cored doors.	Remove excess water to avoid distortion and swelling.
Skirting boards	Remove or clean contaminated skirting boards.	Remove skirting and cut or drill holes through plasterboard or dry lining.

Decontamination and drying for different building elements (continued)

Component	Decontamination	Drying
<i>Floors</i>		

Floor finishes	Remove contaminated finishes (eg carpets, vinyl coverings).	Remove finishes to allow drying to start. Strip timber floorboards or chipboard (eg carpets, vinyl coverings).
Solid floors	Power-wash or mechanically scrub floors. For minor floods scrub by hand. Apply and rinse down with detergents and disinfectants where appropriate. Rinse off, and repeat operation if required.	Lift any floating floor structure to expose concrete slab. Achieve humidity levels of no more than 75 per cent (at depth in the floor) before reinstating floor finishes. Heaved floors that do not return to original position should be removed.
Timber suspended floors	Stagnant water should be removed either through air-bricks, using a pump and drilled holes in external walls. Inspection and access for work can be achieved by forming an access trap.	Floorboards may need to be lifted to aid under-floor ventilation and drying. Reinstate sub-floor ventilation. Achieve timber moisture content of less than 20 per cent (at depth) before reinstating floor finishes. Replace floor covering as necessary (eg damaged chipboard) Inspect under-floor timbers six months afterwards and then again after 12 months.
Chipboard	Remove swollen and damp-penetrated chipboard.	Where chipboard cannot be removed additional support should be provided.
Timber joists	Remove badly contaminated and rotting joists.*	Remove rotting joists and treat surrounding joists to prevent spread.
Suspended concrete floors	Flood ventilated void with detergents or disinfectants and leave to dry.	Clear debris from air-breaks or drainage holes to allow natural drainage and drying.
<i>Basements</i>		
Walls and floors	Power-wash or mechanically scrub walls and floors. After minor floods, scrub surfaces by hand. Apply and rinse down surfaces with detergents and, where required, disinfectants. Rinse off, and repeat operation if required.	Drain and dry through appropriate heating (in winter), ventilation and dehumidification. NOTE: do not use gas or oil burners for heating Flueless appliances should not be used and flued appliances should be monitored. Ventilate vertically through upper stories of the building.

Practices and Procedures for Mold Remediation of Interior Elements to Remain That Contain Mold. (see work procedures description below)

Step 1. Select personal protective equipment. Workers should protect themselves with the following:

- Respiratory protection capable of filtering particles down to 0.3 microns. A full- face HEPA filtered respirator, such as a P-100 or powered air purifying respirator (PAPR), is strongly recommended;
- Protective covering (disposable or washable outer clothing, long sleeved tops, long pants);
- Eye protection (goggles which exclude fine dusts) if half-face HEPA respirator is used;
- Anti-contamination garments; and
- Gloves (impervious to any chemicals used and, if applicable, sharp objects).

Step 2. Determine if the material(s) supporting surface mold growth can be cleaned or should be removed and discarded.

- Porous materials* (including drywall board, ceiling tile, insulation, unprotected “manufactured” or “processed” wood products, upholstered furniture, carpet and padding) that are contaminated with mold need to be removed from the building. This should include all materials and furnishings that have, or had: visible mold growth; strong mold odors; or remained wet for longer than *48 hours* and are not easily cleanable.

- *Hard surfaced semi-porous materials* such as tile, finished wood products, cement, and concrete can often be left in place and cleaned, if they are structurally sound, would be very difficult to replace, lightly contaminated on the surface, and can be successfully cleaned.
- *Non-porous materials* need to be thoroughly cleaned (includes metal, ceramic tile, porcelain, glass, hard plastics, finished solid wood items, and other hard smooth surfaces).

Step 3. Prepare parts of the work area, to minimize mold disturbance that will occur during containment set-up. Mold growth that such preparatory work would significantly disturb should be included in the containment area and cleaned after containment is erected.

- Remove easily accessible surface growth by HEPA vacuuming (*a standard shop vacuum is not adequate*) and damp wiping.
- Clean areas and materials by HEPA vacuuming or damp wiping, such as
 - items that will be covered by critical barriers (e.g., air grilles);
 - surfaces that will become inaccessible once the containment is erected (e.g., flooring under a containment wall);
 - uncontaminated furniture and materials that will be removed from the work area (if this can be done without agitating the visible mold growth).

Step 4. Contain work area and limit access to authorized personnel.

- Erect containment around the area of visible and suspected hidden mold growth, extending several feet beyond the affected area. This should be designed to seal off the contaminated area in an air-tight manner. An effective decontamination unit system should also be constructed for entering and exiting the remediation work area.
- Isolate the air handling system from work zone by sealing off supply and return grills with plastic sheeting and duct tape. If the area being remediated is served by an HVAC system, it should be shut down prior to any remedial activities.
- Use critical barriers (e.g., double layer of polyethylene and duct tape) to isolate the moldy area from clean occupied zones. Critical barriers should block all openings so that mold particles cannot be carried outside the remediation area by air movement or through the mechanical ventilation system.
- Establish a negative air pressure differential of >5 Pa or >0.02 in. water column at all times between indoor areas external to the containment barriers and the enclosed remediation area. Establish negative pressure using HEPA-filtered ventilation equipment. Provide make up air and test or monitor containment for leakage.

Step 5. Perform mold remediation activities, including detailed cleaning and/or removal of mold contaminated materials.

- *Porous materials:* wrap or bag the materials in plastic sheeting and discard in a secure disposal container. Clean surrounding non-porous materials, at least two feet beyond visible growth. Securely bag waste and dispose.
- *Semi-porous materials:* remove if necessary, or thoroughly clean as described for non-porous materials, disinfect, and dry. For stubborn problems, consider using HEPA vacuum filtered sander, trisodium phosphate as a cleanser, or seal if the material can be kept dry.
- *Non-porous materials:* clean using a repeatable pattern of motions moving downward and from the cleanest areas to the dirtiest (not random washing or visually based), to ensure all surfaces have been thoroughly cleaned. Don't use methods such as sweeping, dry dusting or brushing). Perform cleaning in the following order.
 1. HEPA vacuum slowly and carefully.
 2. Damp wipe with a water and an all-purpose non-ammonia based cleaner or detergent (work damp not wet).
 3. Once all surfaces have been dried from the initial cleaning. Perform a second HEPA vacuuming in the opposite direction.
 4. Manage runoff and leave surfaces as dry as possible after cleaning

Step 6. Decontaminate equipment and containment by thoroughly cleaning with a non- ammonia based all-purpose cleaner followed by application of a mild bleach solution.

Step 7. Determine if use of disinfectants is needed or desirable (see Section 6.9 "Use of Disinfectants and Pesticides"). Carefully follow the directions provided with the disinfectant. A dilute bleach solution

may be adequate. The solution should be applied by light misting or wiping on (avoid runoff); treat the entire area that supported visible growth. The surfaces should be kept damp with the solution according to the manufacturer's recommendations. Allow to air dry. Wipe off residue.

Step 8. Clean surrounding area as needed.

Step 9. Allow or facilitate complete drying of all materials wet from excess moisture, cleaning activities, or disinfection solution. Dehumidifiers, fans, heat lamps and ventilation with dry warm air are among the methods that may be used to speed drying. Complete drying to normal levels may take days or weeks.

Step 10. Perform a thorough post-remediation evaluation and document work performed.

Evaluate cleaning practices using previously identified evaluation methods to determine if clearance requirements have been satisfied.

Step 11. Once post-remediation criteria have been achieved, deconstruct containment and then remove air-handling equipment. Air-handling equipment should be left running until entire containment has been completely taken down and removed.

Step 12. Periodically inspect for the continuing presence of excess moisture and/or return of mold growth before rebuilding or refurbishing. If growth reappears, the moisture problem has not been corrected. Perform further investigation to determine moisture problem, correct the moisture problem, and remediate mold growth.

Step 13. Re-construct and replace removed materials after moisture control has been achieved.

WORK PROCEDURES FOR MOLD REMEDIATION

A. CLEANING NON-POROUS SURFACES AND CONTENTS

The Contractor shall clean all accessible exposed surfaces and contents within the residence utilizing a three step process of HEPA vacuuming, wet wiping with an EPA approved disinfectant (Microban, Shockwave, Fosters 40-80) in accordance with manufacturer's recommendations, and HEPA vacuuming surfaces again, once dry. Surfaces to be cleaned shall be damp-wiped but not soaked.

B. CLEANING POROUS CONTENTS

Always test textiles and fabrics for color stability in an inconspicuous area prior to use. The Contractor shall clean all porous contents within the building(s) utilizing a three step process of HEPA vacuuming, lightly applying an EPA approved disinfectant (Microban, Shockwave, Fosters 40-80) in accordance with manufacturer's recommendations, and HEPA vacuuming surfaces again, once dry. Porous contents to be cleaned shall not be saturated.

Authorized Signature: _____

Typed or Printed Name: _____

Title and Company: _____

Date: _____

ATTACHMENT VI. SAMPLE CONTRACT

MASTER SERVICES AGREEMENT FOR REMEDIATION SERVICES

This Agreement made effective on the date of the last signatory party shown below.

By and between:

City of Baker School System ("Owner or COBSS")

14750 Plank Rd

Baker LA 70785

and

Contractor: _____ (hereinafter, "Contractor")

Address: _____

Tax Id: _____

The Owner and the Contractor (collectively referred to as "Parties") hereby agree as set forth herein below.

1. SCOPE OF SERVICES

Contractor submitted a proposal, acknowledged all forms, and agreed to all terms, and was selected by the Selection Committee for RFP-5157. Contractor, from time to time and upon execution by Owner and Contractor of a Task Order specifying the services to be performed and/or materials and equipment to be supplied ("Task Order"), shall furnish the equipment and personnel required to perform the work and/or services set forth in the Task Order ("Work").

It is agreed between the Parties that no performance is required hereunder except upon mutual agreement of the terms and conditions of an executed Task Order. This Agreement serves only to establish the terms and conditions of performance pursuant to any such Task Order. Each Task Order shall be deemed a separate contract and transaction with each such Task Order being governed by the terms and conditions contained herein and those terms and conditions specified in the Task Order.

2. SERVICES TO BE PERFORMED BY THE OWNER

The Owner will furnish the Contractor without charge all information it has in its files which may be useful to the Contractor in carrying out this work as well as assistance in securing data from others to the extent available.

3. AGREEMENT TERM

The term of this Agreement shall commence upon the date of this Agreement first written above and shall terminate two-years from the execution of this Master Services Agreement. The Owner has the right to offer the firm a two-year extension with the with the cumulative CPI Rate, provided by Louisiana Division of Administration, from the year contract was executed. If the Contractor is unable to agree on rates for the extension, the Owner will proceed with a new RFP.

Notwithstanding a termination in accordance with Article 6 of this agreement, unless otherwise directed in writing by the Owner, any uncompleted Task Orders in effect prior to the termination date of this Agreement shall be completed in accordance with the terms of this Agreement and those of the applicable Task Orders.

4. COMPENSATION

In consideration of the services described, the Owner hereby agrees to pay the Contractor in accordance with the terms of the applicable Task Order.

Unless otherwise specified in a Task Order, Owner shall pay Contractor on a monthly basis for Work rendered in the previous month. Owner shall pay the invoiced amount within thirty (30) calendar days from the date of receipt of a valid invoice. The Owner must authorize in writing any revisions and/or additions to the original contractor prior to the Contractor proceeding. Compensation will be based on executed documents only. A mandatory 10% retainage will be withheld at each pay application. The retainage will be released once the Owner agrees that the punch list has been completed and receipt of the sub-contractor partial lien waivers are received.

5. OWNERSHIP OF DOCUMENTS

Any records, reports, or documents, created or developed under this Agreement shall be the property of the Owner and shall, upon request, be returned by the Contractor to the Owner.

6. TERMINATION AND SUSPENSION

The Owner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, provided that the Owner 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 both corrected such failure and thereafter proceeded diligently to complete such correction, then the Owner may, at its option, place the Contractor in default and the Agreement shall terminate on a second notice.

The Contractor may exercise any rights available under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract, provided that the Contractor shall give the Owner written notice specifying the Owner's failure and thirty (30) days to cure the defect.

The Owner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed satisfactorily as well as reasonable termination and demobilization costs.

Should the Owner find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by the Owner to that effect. If the Agreement is suspended for more than thirty (30) consecutive calendar days, the

Contractor shall be compensated for services performed prior to the notice of suspension. When the Agreement resumes, the Contractor's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Contractor's services.

7. COMPLIANCE WITH LAWS AND ORDINANCES

Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the services under this Agreement.

8. ASSIGNMENT OF AGREEMENT

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Owner. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

9. INSURANCE

See Attachment IV for Contractor/Vendor Insurance Requirements.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

Contractor agrees to defend, indemnify and hold the Owner, and their respective employees, officers, directors, affiliates and agents (collectively, the "Indemnified Parties") harmless from and against all claims, damages, losses and expenses to the extent caused by the Contractor's negligent acts, errors or omissions arising out of this Agreement. In addition, the Contractor, his/her descendants and heirs, successors and assigns, administrators, conservators, and personal representatives, agree to indemnify, defend and hold the Indemnified Parties harmless from any and all liability, losses, costs, expenses and fees arising out of claims or law suits brought by Contractor or its employees, officers, managers, agents or sub-consultants for bodily injuries or death, except to the extent (for that portion) attributable to the gross negligence or willful misconduct of Owner. This provision shall survive the completion or termination of this Agreement, no matter how caused.

The Owner agrees to defend, indemnify and hold Contractor and its employees, officers, directors, affiliates and agents (collectively, the "Contractor's Indemnified Parties") harmless from and against all claims, damages, losses and expenses to the extent caused by the Owner's negligent acts, errors or omissions arising out of this Agreement. In addition, the Owner, its agents and assigns administrators, conservators, and personal representatives, agree to indemnify, defend and hold the Contractor's Indemnified Parties harmless from any and all liability, losses, costs, expenses and fees arising out of claims or law suits brought by the Owner's, its employees, agents or sub-consultants for bodily injuries or death, except to the extent (for that portion) attributable to the gross negligence or willful misconduct of the Contractor.

Notwithstanding any other provision in this Agreement, and regardless of the basis on which the claim is made, Contractor's aggregate liability for direct damages, shall not exceed the limits of insurance coverage required in Article 8 herein. Neither party shall be liable to the other for special, indirect or consequential damages, including without limitation lost data or records, regardless of whether a claim is alleged based on the fault, breach of contract, tort (including the sole or concurrent negligence), strict liability, otherwise of either party, and 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.

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 the Agreement.

11. NO AGENCY CREATED

While in the performance of services or carrying out other obligations under this Agreement, the Contractor shall be acting in the capacity of the independent contractors and not as employees of the OWNER. The OWNER shall not be obligated to any person, firm or corporation for any obligations of the Contractor arising from the performance of their services under this Agreement. Contractor shall be authorized to represent the OWNER with respect to services being performed, dealing with others in order to perform the services under this Agreement.

12. DISPUTE RESOLUTION

In the unlikely event of a dispute under this Agreement and between the parties hereto, the parties agree to try to resolve their differences through negotiation. If the parties are unable to resolve their differences through negotiation, they agree to use mediation before resorting to litigation. The mediator will be one mutually agreed upon by the parties and the mediation costs, including fees of the mediator, will be shared equally. If any dispute between the parties results in litigation, the prevailing party in the litigation will be entitled to reimbursement of reasonable attorneys' fees and all costs of the litigation. Any dispute arising out of or related to this Agreement that is litigated shall be heard by a court of competent jurisdiction in the State of Louisiana.

13. GOVERNING LAW; SEVERABILITY

This Agreement shall be governed by the laws of the state of Louisiana. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. ENTIRE AGREEMENT

This Agreement together with executed Task Orders contain the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior agreements, and no representations, warranties or promises unless contained herein, shall be binding upon the parties hereto. This Agreement may be amended at any time upon the agreement of both parties. Any such amendment shall not become effective until such amendment is written and signed by both parties.

IN WITNESS WHEREOF, the parties acknowledge by their signatures below that they have fully read and completely understand the terms and conditions of this Agreement, and by their voluntary act, do hereby agree to be bound by and enter into this Agreement.

WITNESSES:

By: _____

CITY OF BAKER SCHOOL SYSTEM

By: _____

Signature: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

By: _____

Signature: _____

Title: _____

Date: _____

Authorized Signature: _____

Typed or Printed Name: _____

Title and Company: _____

Date: _____

CONSTRUCTION PROJECTS

City of Baker School System (COBSS) 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:

Administrative, contractual, or legal remedies language. If the contract exceeds \$250k, it must include administrative, contractual, or legal remedies for instances where contractors violate or breach contract terms, and provide for sanctions and penalties. This requirement does not have standard language, as it is typically found in the applicant/client's typical construction contracts. Verify contract language covers remedies.

Termination for cause and for convenience. If the contract exceeds \$10k, it must include language covering termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. This requirement does not have standard language, as it is typically found in the applicant/client's typical construction contracts. Verify contract language covers termination for cause and for convenience.

Changes or Modifications to the contract. The contract language should include a clause or clauses addressing changes or modification to the contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. This does not have standard language, as it is typically found in the applicant/client's typical construction contracts. Verify language covers changes and modifications to the contract.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

COBSS 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. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

- (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.

Exhibit A - Federal Contract Clauses

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The contractor agrees to comply with all applicable standards, orders, or regulations issued 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 COBSS and understands and agrees that the COBSS will, in turn, report each violation as required to assure notification to the GOHSEP, Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

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.

Clean Air Act

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 COBSS and understands and agrees that the COBSS 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](#).

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.

Energy Efficiency

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).

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. This certification is a material representation of fact relied upon by COBSS. 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 COBSS, the Federal ^{54 of 62}

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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.

Record Retention, Record ownership, & Access to Records

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

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

The Contractor agrees to provide COBSS, GOSHEP, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, FEMA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

No Obligation by 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.

Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract 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.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which 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.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.
- (7) 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 construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the 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 construction 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 construction 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.”

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 tsh7e of 62*

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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 (insert name of grant recipient or subrecipient) 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.*
- (4) *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*

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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.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
- (5) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (6) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - Are *not used* as a substantial or essential component of any system; *and*
 - Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical

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technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Procurement of Recovered Materials

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—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or
At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at

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EPA’s Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

DHS Seal, Logos, Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

Byrd Anti-Lobbying

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. Sample certification is attached on following page.

Authorized Signature: _____

Typed or Printed Name: _____

Title and Company: _____

Date: _____

BYRD ANTI-LOBBYING CERTIFICATION

**Byrd Anti-Lobbying Certification
for Contracts, Grants, Loans, and Cooperative Agreements
(To be executed with Agreement if Contract Sum exceeds \$100,000)**

Appendix A, 44 CFR Part 18- CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 Proposer 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 Representative

Name and Title of Contractor's Authorized Representative

Date