

LAFOURCHE PARISH SCHOOL BOARD
Request for Proposal (RFP) for

Emergency Project Management Services

RFP DUE DATE/TIME, Wednesday, September 29, 2021, by 3:00 P.M., CST
Advertisement release date Thursday, September 23, 2021

POINT OF RECEIPT:

Lafourche Parish School Board
Attn: Jennifer Tobias
701 East Seventh Street
Thibodaux, LA, 70302

Requests for information regarding this RFP should be directed to:
Lafourche Parish School Board
Attn: Jennifer Tobias
jtobias@mylpsd.com
701 East Seventh Street
Thibodaux, LA, 70302

INVITATION: Written proposals subject to the conditions herein stated and attached hereto, will be Wednesday, **September 29, 2021, by 3:00:00 P.M., Central Time** for providing the services as described below for the Lafourche Parish School Board.

DESCRIPTION: Lafourche Parish School Board is hereby requesting written proposals to provide Emergency Project Management Services to be performed at the direction of the Lafourche Parish School Board for Hurricane Ida related services and repairs.

The Lafourche Parish School Board is requesting proposals from experienced and qualified firms to enter into an Emergency Disaster contract with the Lafourche Parish School Board for Project management services resulting from Hurricane Ida disaster repairs as directed by the Lafourche Parish School Board in order to eliminate immediate threats to public health and safety and/or that which is considered essential to ensure economic recovery of the affected community. The existence of the awarded contract does not bind Lafourche Parish School Board to activate any or all of the terms of the contract and such activation are at the sole discretion of the Lafourche Parish School Board

SECTION I: INSTRUCTIONS TO PROPOSERS

1. The Proposal

Proposals should be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. This proposal should be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal. The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal prior to award.

2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted in writing in an envelope marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

3. Acceptance of Proposals

Lafourche Parish School Board intends to award a contract to the Proposal that best satisfies the needs of the Lafourche Parish School Board. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. The technical criteria that will be used for evaluation are listed in this RFP. The Lafourche Parish School Board reserves the right to conduct negotiations with responsible Proposers. This does not commit Lafourche Parish School Board to award a contract. The Lafourche Parish School Board may award a contract solely on the basis of the proposal submitted without any negotiations.

Lafourche Parish School Board reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of Lafourche Parish School Board. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award.

4. Rejection of Proposals

Proposals that do not conform to the requirements set forth in this RFP may be rejected by Lafourche Parish School Board. Proposals may be rejected for reasons that include, but are not limited to, the following:

- A. The Proposal contains unauthorized amendments to the requirements of the RFP.
- B. The Proposal is conditional.
- C. The Proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- D. The Proposal is not received by the deadline.
- E. The Proposal is not signed by an authorized representative of the party.
- F. The Proposal contains false or misleading statements or references.
- G. The Proposal does not offer to provide all services required by the RFP.

5. Exceptions and Deviations

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

6. Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. Lafourche Parish School Board reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by Lafourche Parish School Board of non-responsiveness based on the submission of nonconforming terms and conditions.

7. Proposal Acceptance Period

The original and five (5) copies of the proposal and all attachments shall be signed and submitted in a sealed envelope or package to the Lafourche Parish School Board, 701 East Seventh Street, Thibodaux, LA 70302 no later than **Friday, September 24, 2021 by 3:00 P.M., Central Time**. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the

Proposer unopened.

The envelope or package shall be marked "Sealed Proposal – Emergency Project Management Services. Each page of the proposal and all attachments shall be identified with the name of the Proposer.

8. Expenses incurred in preparing offers

Lafourche Parish School Board accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

9. Additional information

Questions concerning the request for proposal document must be submitted in writing to the Lafourche Parish School Board, Attn Jennifer Tobias. Proposers are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.

10. Award of Contract

In the event the Lafourche Parish School Board decides to award a contract pursuant to this RFP, the Parish will provide a properly prepared Professional Services Agreement to the successful Proposer. In the event that the agreement is not approved and returned to the successful Proposer within 120 days, the Proposer may require that it be released from contract obligation. The foregoing action by the Lafourche Parish School Board or the Proposer shall in no way provide any cause whatsoever for a claim against the Lafourche Parish School Board by the Proposer. Initial award period will be one (1) year from date of signing with an option to extend for an additional two years if agreed upon by both parties.

11. Qualification Based Negotiation

The bidding method to be used is that of qualification based negotiation from which Lafourche Parish School Board is seeking the best combination of experience and quality of service. Discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, Lafourche Parish School Board also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices; therefore, all parties are advised to propose their most favorable terms initially.

12. Renewal of Contract

The contract may be renewed at the discretion of the agency upon written notice to the Contractor at least 60 days prior to the contract anniversary date for a period of one year, up to two (2) additional years with a mutually agreed upon escalation, but under the same terms and conditions as in the original contract.

13. Insurance Requirements

The successful Proposer shall be required to procure and maintain errors and omissions/professional liability coverage for the duration of the contract and offer proof of such coverage as outlined in the attached insurance requirements sheet.

14. Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposal for contracts issued by any political subdivision or agency of the State of Louisiana and that it is not a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Louisiana.

15. Disposition of Proposals

All submitted proposals become the property of Lafourche Parish School Board.

16. RFP does not Constitute Acceptance of Offer

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate Lafourche Parish School Board to execute a contract with any other party. Lafourche Parish School Board reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with Lafourche Parish School Board.

17. Proprietary Information

The Proposer should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

18. Acknowledgment of Amendments

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal and by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by Lafourche Parish School Board by the time and at the place specified for receipt of proposals.

ADDITIONAL TERMS AND CONDITIONS

A. Certification of Independent Price Determination: The Proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without- for the purpose of restricting competition - any consultation, communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

B. Representation Regarding Contingent Fees: The Proposer represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

C. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Louisiana, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable federal and state local laws and regulations.

D. Confidentiality: The Contractor shall agree to assure the confidentiality of any records obtained from Lafourche Parish School Board as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by Lafourche Parish School Board to state and federal privacy laws, shall be made available to any person or organization without the prior approval of Lafourche Parish School Board. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.

E. Compliance with Laws: The Contractor understands that Lafourche Parish School Board is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that they will strictly adhere to this policy in its employment practices

and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Louisiana, and local laws and regulations, as now existing and as may be amended or modified.

F. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, the Lafourche Parish School Board reserves the right to terminate the contract by providing written notice to the Proposer. Lafourche Parish School Board may provide a time table to allow the proposer to cure the default based upon the exigent circumstances or terminate the contract.

G. Termination for Convenience

The Lafourche Parish School Board shall have the right to terminate the contract without cause and at its convenience, with no notice to contractor.

H. Law to Govern

The parties acknowledge that the contract is made and entered into in Lafourche Parish, Louisiana and will be performed in Lafourche Parish, Louisiana. The parties further acknowledge and agree that Louisiana law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that Louisiana law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of competent jurisdiction in Lafourche Parish, Louisiana. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Lafourche Parish, Louisiana.

I. Davis Bacon Act

Compliance with the Davis-Bacon Act. a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. c. Additionally, contractors are required to pay wages not less than once a week.

J. Copeland Anti-Kickback Act

Compliance with the Copeland "Anti-Kickback" Act. a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

K. Contract Work Hours

Compliance with the Contract Work Hours and Safety Standards Act. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

L. Byrd Anti-Lobbying Amendment

1. 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 awarding agency.

M. Clean Air Act

1. 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.
2. The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. 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.

SECTION II: SCOPE OF WORK

A. General Statement:

The Lafourche Parish School Board requests proposals from experienced Emergency Project Management firms with the ability to assist the district in the oversight of recovery and reconstruction projects. This contract will take effect upon authorization from the Lafourche Parish School Board and the direct tasking by the Lafourche Parish School Board and will cease at the discretion of the Lafourche Parish School Board.

Background Information:

On August 29, 2021, Lafourche Parish School Board incurred significant damages to multiple school sites as a result of Hurricane Ida. Immediately following Hurricane Ida, the school board was able to mobilize and respond quickly to assess damages, begin mitigation, repairs and restoration work. Some facilities have remained closed since the disaster. The district is currently working with architects and professional contractors to tackle projects based on a three tiered priority level assessment. As the emergency mitigation phases move forward, the district is prepared to begin addressing the reconstruction work necessary to restore the facilities to their pre-loss condition and has identified a need for an experienced project management firm.

B. Scope of Work:

The services requested within this proposal involve Emergency Project Management Services for all Hurricane Ida related repairs. The aggregate cost of repairs for this project is anticipated to be around \$40,000,000.00 (forty-million dollars). The contract time will be 12 months, with a two-year (24 month) extension if necessary and agreeable to both parties.

In order to accomplish a successful recovery and collect reimbursement for expenses through FEMA, Lafourche Parish School District (LPSD) intends to hire a Project Management firm (PM). The PM will be responsible for a comprehensive disaster recovery plan involving all current professional service providers that is comprised of consistent actions to be taken during and after repairs. The firm selected will assist the district in the preparation of low-bid and price-per-unit public works contracts, cost estimation, project scheduling and prioritization, contract administration, and content recommendations, and hazard mitigation proposals required for reimbursement by FEMA and any other applicable agency.

C. Scope of Services:

As the emergency remediation phase ends, the Lafourche Parish School District (LPSD) seeks to engage a project management firm to provide comprehensive coordination and support services throughout the reconstruction phase, including but not limited to the following tasks:

- a. Cost-estimating individual projects and advising LPSD on matters pertaining to the overall project budget;
- b. Regular meetings with LPSD, necessary officials, and their contractors;
- c. Assisting LPSD in the preparation of contract documents, including review of drawings and specifications;
- d. Reviewing questions received from potential contractors during the bidding process;
- e. Providing recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost;
- f. Overall project management, including facilitating all phases of projects concurrently, from pre-design through construction completion;
- g. Project schedule development, including adjustments based on the progress of work and specific recommendations for prioritizing and accelerating critical path items;
- h. Identification of long-lead items to facilitate the earliest feasible date for project completion;
- i. Value engineering assistance and best construction practices recommendations;
- j. Project worksheet and other pertinent report preparation, review, content recommendations, and hazard mitigation proposals required for reimbursement by FEMA and any other applicable agency;
- k. Collecting and organizing contracts, reports, logs, and other supporting documentation necessary for project worksheets;
- l. Managing third-party architectural and engineering contracts entered into by LPSD and meeting with design professionals;
- m. Reviewing, reconciling and validating payment applications and invoices from third-party construction contractors, architects and engineers;
- n. Ensuring compliance with prevailing wage and hour requirements;
- o. Close-out document review, including punch-list documentation; and
- p. Other tasks and matters reasonably relating to the foregoing.

SECTION III: PROPOSAL REQUIREMENTS

1. Communications Regarding Proposals

All communications regarding this project, including any questions related to this Request for Proposal, shall be submitted in writing to:

**Lafourche Parish School Board
Attn: Jennifer Tobias
jtobias@mylpsd.com
701 East Seventh Street
Thibodaux, LA, 70302**

2. Minimum Requirements for Proposers

- a. **Qualifications of Proposers:** The Proposer may be required before the award of any contract to show to the complete satisfaction of Lafourche Parish School Board that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy Lafourche Parish School Board in regard to the Proposer's qualifications. Lafourche Parish School Board may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Lafourche Parish School Board all information for this purpose that may be requested. Lafourche Parish School Board reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy Lafourche Parish School Board that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the Lafourche Parish School Board in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. Lafourche Parish School Board reserves the right to reject any or all proposals.
- b. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.
- c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- d. The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state or federal affirmative action requirements. The

proposer must be licensed and certified to perform said services within the state of Louisiana.

3. Proposal Format

ALL PROPOSALS SUBMITTED TO THIS REQUEST MUST BE IN WRITING.

To be considered submit one (1) original and five (5) complete copies in an 8 ½" by 11" format. Submission Deadline and Location: Proposals must be submitted to the Lafourche Parish School Board at the address below by **Wednesday, September 29, 2021 by 3:00 P.M., Central Standard Time.**

**Lafourche Parish School Board
Attn: Jennifer Tobias
701 East Seventh Street
Thibodaux, LA, 70302**

The Proposal should be divided into eight separate sections. These sections should be comprised of the following information and include a copy of the company Insurance certificate/ declaration page:

PROPOSAL SECTIONS:

- 1. Invitation for Proposal Submission Form:** Completed and signed.
- 2. Cover Letter/Executive Summary:** Describe the Contractor's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm. The cover letter must be signed by a person authorized to bind the company to the terms of the proposal, and must indicate the Proposer's intent to be bound by the terms of his proposal and the prices provided in the Proposal. Describe the experience of the Proposer in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- 3. The Proposer's qualifications:** Ability to meet the Lafourche Parish School Board's objectives and to perform the tasks listed in the proposal. This shall include a

statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects.

- 4. Statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program and applicable laws, rules, and regulations:** List experiences.
- 5. References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor's clients.
- 6. A management and response plan applicable for the scope of work:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- 7. Pricing Schedule:** Lists of costs for the unit prices and hourly rates.
- 8. Personnel:** Attach resumes of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract.

SECTION IV: EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS

Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed /analyzed to determine if the proposal adequately meets the needs of Lafourche Parish School Board. Factors to be considered are as follows:

The successful Proposer will be selected based upon the best response offered to the Lafourche Parish School Board. Proposers may be requested to give an oral presentation after submission of responses should the Lafourche Parish School Board find it necessary, in order to determine which is the best received.

Evaluation Criteria: Submitted proposals will be evaluated and scored based upon the following criteria:

Criteria	Points Assigned
Past Experience/Company History	10
References	10
Capability to Perform SOW	15
Knowledge of FEMA regulations	15
Financial Capacity	15
Price Proposals	30
Direct Experience Working in Louisiana	5

A selection committee made up by qualified Lafourche Parish School Board staff shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Step III: Lafourche Parish School Board will contact the Proposer of the proposal that best meets Lafourche Parish School Board's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

LIMITATIONS

1. This request does not commit the Lafourche Parish School Board to the award of the contract or to pay any costs incurred in the preparation for a response to this request.
2. The Lafourche Parish School Board may or may not require the prospective

Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

3. The Lafourche Parish School Board reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for the Lafourche Parish School Board.

INCURRED EXPENSES

The Lafourche Parish School Board is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals.

RESPONSE PACKAGE COVERSHEET

EMERGENCY PROJECT MANAGEMENT SERVICES

PROPOSAL OPENING: WEDNESDAY, SEPTEMBER 29, 2021 3:00 PM

NOTE: Proposal response requires (1) original and (5) copies.

PROPOSER: _____

SIGNATURE: _____

NAME: _____
(PRINT OR TYPE)

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AREA CODE & PHONE: _____

E MAIL : _____

THE PRINCIPALS OF THE COMPANY ARE:

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

PROPOSER: _____

SIGNATURE: _____

NAME: _____
(PRINT OR TYPE)

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AREA CODE & PHONE: _____

EMAIL ADDRESS: _____

EMERGENCY PROJECT MANAGEMENT SERVICES
SUBMISSION FORM

Company _____

Address _____

Telephone Number/e-mail _____

Proposer agrees to supply the products or services identified above in accordance with the terms, conditions, and specifications contained in this proposal for one (1) Year.

Total price per unit includes the costs associated with the delivery of the service to a specific location(s) as directed by the Lafourche Parish School Board, mobilization costs, equipment rental fees and maintenance for the duration specified. The Proposer must identify reasonable break points for both for quantity and duration of services provided.

The proposer will provide a schedule of values for all of the services to be rendered. Any point breaks provided for either quantity or duration of service need to be provided for consideration.

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable Lafourche Parish School Board to ensure that the proposal meets the required criteria.

Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the bid.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of Lafourche Parish School Board or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

A selection committee made up by qualified Lafourche Parish School Board staff shall review

and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title

ATTACHMENT 1

GENERAL INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of \$1,000,000. Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

2. Commercial General Liability

Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Contractor's obligation assumed hereunder, Independent Contractors Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

3. **Environmental Pollution Liability**

Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than \$1,000,000 per claim. This policy should be on an Occurrence basis. Coverage should include the contractor's self-performed work and extend to that of their contractors.

A claims-made form will be acceptable with a policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

4. **Commercial Automobile Liability**

Commercial Automobile Liability Insurance shall have a minimum combined Single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5. **Excess Umbrella**

Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

6. Professional Liability (Errors & Omissions) Insurance

Insurance shall be maintained appropriate to the Contractors profession, with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Lafourche Parish School Board does not have to be named as an additional Insured on this policy.

7. Deductibles

The Contractor shall be responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and accepted by the Lafourche Parish School Board. The Contractor shall be responsible for all deductibles and self-insured retentions.

B. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's

- a. The Lafourche Parish School Board, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.
- b. The Contractor's insurance shall be primary as respects the Lafourche Parish School Board, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Lafourche Parish School Board shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Lafourche Parish School Board, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Lafourche Parish School Board.

3. All Coverage's

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Lafourche Parish School Board. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Lafourche Parish School Board for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Lafourche Parish School Board, its officers, agents, employees and volunteers.
- e. If the Contractor maintains higher limits than the minimum show herein, the Lafourche Parish School Board shall be entitled to coverage to the higher limits maintained by the Contractor.
- f. If the Contractor does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the contractor is liable for any losses or delays.

C. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum

A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

D. VERIFICATION OF COVERAGE

Contractor shall furnish the Lafourche Parish School Board with Certificates of insurance reflecting proof of required coverage. 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 Lafourche Parish School Board before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Lafourche Parish School Board reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Lafourche Parish School Board, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

E. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Lafourche Parish School Board reserves the right to request copies of subcontractor's Certificates at any time.

F. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the Lafourche Parish School Board, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the Lafourche Parish School Board, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and

employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Lafourche Parish School Board, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

G. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the Lafourche Parish School Board, all Departments, Board Members and, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the Lafourche Parish School Board, Departments, Board Members and, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.