

ADVERTISEMENT REQUEST FOR PROPOSALS

Request for Proposals will be received by the ***Lafourche Parish School Board on Wednesday, July 27, 2022*** at 2:00PM CST in its office located at 701 East 7th Street, Thibodaux, Louisiana.

Complete proposals, including the original and one (1) electronic copy of the proposal in a sealed envelope must be received by Lafourche Parish School Board at the address listed above by **2:00 PM CST** on Wednesday, July 27, 2022. Proposals should be clearly marked "**Emergency Roof Repairs**". Proposals received after that time will not be accepted. Proposals shall be either hand delivered by the bidder or his agent in which instance the deliverer shall be handed a written receipt or such proposals shall be sent by registered or certified mail with a return receipt requested.

Additionally, proposals are available for download from the School Board Purchasing Department Website at www.mylpsd.com. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Proposals submitted via fax or email will not be accepted.

This announcement does not commit the Lafourche Parish School Board to purchase or to pay any cost incurred in the preparation of proposals. Lafourche Parish School Board reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. All purchases awarded shall be based upon the proposal most advantageous to the Lafourche Parish School Board, price and other factors considered.

All quantities and components are dependent upon proposer's design and submission.

LAFOURCHE PARISH SCHOOL BOARD

Ray Bernard, President

Jarod Martin, Superintendent

Advertisements:

1st Advertisement June 28, 2022

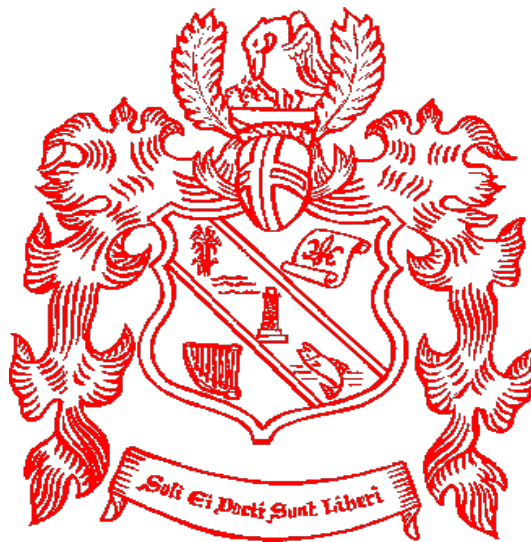
2nd Advertisement July 12, 2022

3rd Advertisement July 19, 2022

REQUEST FOR PROPOSAL

FOR:
Emergency Roof Repairs 2023-07272022

BY:
Lafourche Parish School District



Jarod Martin
Superintendent

Proposal Deadline Date: July 27, 2022

Proposal Deadline Time: 2:00 PM CST

LAFOURCHE PARISH SCHOOL DISTRICT

Emergency Roofing Repairs EVENT CALENDAR

DESCRIPTION	DATE	PLACE
Release of RFP	6/28/2022	Purchasing Website and Central Bidding Website
Questions and Answers end at 4:00 pm	7/12/2022	Email: jtobias@mylpsd.com
Submission Deadline	7/27/2022	Lafourche Parish Procurement Office 701 East 7th Street Thibodaux, LA 70301

INVITATION: Written proposals subject to the conditions herein stated and attached hereto, will BE JULY 27, 2022, by 2:00 P.M., Central Standard Time for providing the services as described below for the Lafourche Parish School District.

DESCRIPTION: Lafourche Parish School District is hereby requesting written proposals to provide services to be performed at the direction of the Lafourche Parish School District.

The Lafourche Parish School District is requesting proposals from experienced and qualified contractors' for: **Emergency Roof Repairs**. This contract will take effect upon authorization from the Lafourche Parish School District and the direct tasking by the Lafourche Parish School District and will cease at the discretion of the Lafourche Parish School District.

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 shall be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal. The proposal shall 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.

1. 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.

2. Acceptance of Proposals

Lafourche Parish School District intends to award a contract to the Proposal that best satisfies the needs of the Lafourche Parish School District. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a contractor 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 District reserves the right to conduct negotiations with responsible Proposers. This does not commit Lafourche Parish School District to award a contract. The Lafourche Parish School District may award a contract solely based on the proposal submitted without any negotiations.

Lafourche Parish School District 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 District. 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.

3. Rejection of Proposals

Proposals that do not conform to the requirements set forth in this RFP may be rejected by Lafourche Parish School District. 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.

4. 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.

5. 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 District reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by Lafourche Parish School District of non-responsiveness based on the submission of nonconforming terms and conditions.

Proposal Acceptance Period

Each proposer shall submit no later than the date and time specified within this RFP. 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.

The envelope or package shall be marked "Sealed Proposal " and include the name of the Proposal being submitted. Each page of the proposal and all attachments shall be identified with the name of the Proposer.

7. Expenses incurred in preparing offers

Lafourche Parish School District 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.

8. Additional information

Questions concerning the request for proposal document must be submitted in writing to the Lafourche Parish School District, 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.

9. Award of Contract

In the event the Lafourche Parish School District decides to award a contract

pursuant to this RFP, the Parish will provide a properly prepared contract 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 District or the Proposer shall in no way provide any cause whatsoever for a claim against the Lafourche Parish School District by the Proposer. Initial award period will be three (3) year from date of signing.

10. Qualification Based Negotiation

The bidding method to be used is that of qualification-based negotiation from which Lafourche Parish School District 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 District 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.

11. 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 with a mutually agreed upon escalation, but under the same terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2) years.

12. Insurance Requirements

The successful Proposer shall be required to procure, maintain and offer proof of such coverage as outlined in the attached insurance requirements sheet.

13. 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.

14. Disposition of Proposals

All submitted proposals become the property of Lafourche Parish School

District.

15. 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 District to execute a contract with any other party. Lafourche Parish School District 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 District.

16. 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.

17. 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 District 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 District 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 District to state and federal privacy laws, shall be made available to any person or organization without the prior approval of Lafourche Parish School District. 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 District 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 District reserves the right to terminate the contract by providing written notice to the Proposer. Lafourche Parish School District 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 District 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 contact 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.

SECTION II: SCOPE OF WORK

A. General Statement:

The Lafourche Parish School District requests proposals for: **Emergency Roof Repairs**. Contractors will take effect upon authorization from the Lafourche Parish School District and will cease at the discretion of the Lafourche Parish School District.

B. Scope of Work:

The Proposer of these services shall provide:

- Furnish all labor, truck, equipment, materials, tools and supplies as is necessary for **Emergency Roof Repairs** at school facilities located within the Lafourche Parish School District. A list is provided for locations. Vendor must be certified by the manufacture in the various types of roof systems used throughout LPSD.
 - All materials will be supplied by the vendor. In some cases, the vendor will need to look at the work, make a detailed estimate of work to be done in compliance with the pricing items furnished below, including all supplies/materials list and return when project(s) are ready and the work can begin.
 - Pricing shall be figured including all vehicles, tools and equipment needed to perform the work requested. Pricing shall also include all cost associated with personnel, tools, equipment, dump fees and truck expenses.
 - Vendor to remove and dispose of all refuse and unused construction materials.
 - Vendor must furnish all insurance and workers compensation before work

can begin.

- This is an **IDIQ (Indefinite Delivery, Indefinite Quantity)** contract on an as needed basis.
- Vendor shall make ONE (1) site visit per project to prepare the breakdown of charges in accordance with the pricing provided below and in attached documents. All chargeable time will start at the checking in on Lafourche Parish School District project site and end at the completion of work on site.
- **Vendor agrees to respond to emergency calls immediately and any service call within 12 hours regardless of day of the week or time of day** and to any non-emergency calls within a scheduled time coordinated with Lafourche Parish School District personnel.

Vendor will provide the following in addition to the above:

1. Recovery process documentation
2. Before and After Reports (labeled) of work being completed
3. Provide daily written, and oral status reports as requested by Lafourche Parish School District
4. Complete review of documentation for accuracy and quantity so Lafourche Parish School District can file claims for reimbursements

Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments.

EQUIPMENT:

For authorized machinery or special equipment the contractor shall receive the rental rates agreed on in writing before such work is begun. For equipment rented from independent outside sources, the contractor will be reimbursed the reasonable actual cost as shown on paid rental invoices **without mark-up**. For company owned equipment, the contractor will be reimbursed his internal cost recovery equipment charge rate consistent with his original bid cost estimates. The Louisiana Department of Transportation and Development Engineering Directives and Standards Manual, EDSM III.1.1.27, entitled Equipment Rental Rates, provides additional guidance concerning allowable equipment rental rates and their application. If the contractor chooses to use a rental rate guide book instead of his internal cost recovery rates to establish rental rates for company owned equipment, adjustments to the allowable type of equipment and hours per day must be made as described in the EDSM. In addition, **no markup** on equipment; however, direct cost for jobsite and home office overhead expenses and profit will be allowed if the contractor chooses to use rental rate guidebook prices instead of his internal cost recovery rates.

DIRECT MATERIALS:

For materials accepted by the LPSD and used, the contractor shall receive the actual cost of such materials delivered to the work, including transportation charges and sales taxes if applicable with **no mark-up** allowed.

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 District
Attn: Jennifer Tobias
701 East Seventh Street
Thibodaux, LA, 70302**

2. Mandatory Requirements for Proposers

a. **Qualifications of Proposers:** The Proposer shall be required before the award of any contract to show to the complete satisfaction of Lafourche Parish School District that it has the necessary building/ roofing construction licensing, facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Proposer shall also be required to give a past history and references in order to satisfy Lafourche Parish School District in regard to the Proposer's qualifications. Lafourche Parish School District 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 District all information for this purpose that may be requested. Lafourche Parish School District reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy Lafourche Parish School District 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 District in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. Lafourche Parish School District 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 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.

3. Proposal Format

ALL PROPOSALS SUBMITTED TO THIS REQUEST MUST BE IN WRITING.

Each proposer shall submit one (1) signed original proposals, including mandatory affidavits (signed and properly notarized) in original format, and ONE (1) USB flash drive containing all documents. PDF files are preferred for digital submissions. Cost proposals should not be included separately in the technical portion of your submission.

Submission Deadline and Location: Proposals must be submitted to the Lafourche Parish School District by the date and time provided below in the following format:

Lafourche Parish School District Purchasing Department

REF: EMERGENCY ROOF REPAIRS

DUE: July 27, 2022, 2:00 PM CST

**Attn: Jennifer Tobias
701 East Seventh Street
Thibodaux, LA, 70302**

The Proposal should be divided into separate sections. These sections should be comprised of the following information:

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 Technical Qualifications:**

a. Capability to Perform Statement of Work- Ability to meet the Lafourche Parish School District's objectives and to perform the tasks listed in the proposal. Include: 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.

b. Qualifications- Brief summaries of key personnel and descriptions of their roles in this project; **provide copies of required certifications, licenses (BUILDING CONSTRUCTION), degree's necessary to perform the services required**

- **SBS MODIFIED BITUMEN ROOFING SYSTEMS -LIST MANUFACTURERS**
- **ARCHITECTURAL SHINGLE ROOF**
- **STANDING SEAM METAL ROOF- LIST SPECIFIC ROOF TYPES**

c. Prior Experience- A description of similar project experience for each Firm on the team, with references and the names of the key team staff for each project.

d. References- Provide references from at least three (3) clients for whom you have performed similar work, size and scope with a preference for public school systems or government agencies. Include 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. References should be sent questionnaires; include e-mail address, phone numbers, contact names and position titles. The top 3

responses will be included as part of the 15 pts scorecard portion of the RFP evaluation process.

e. Financial Capacity- A general description of the firms financial condition. Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project. 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.

f. **Statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program and applicable laws, rules, and regulations** is required for submittal of this RFP: Include knowledge areas within contractor's statement.

g. **Experience Working in Louisiana** is required for submittal of this RFP. When FEMA responds to a disaster, our goal is to contract with local business in the affected area, whenever practical and feasible.

4. The Proposers Price/ Fee's Schedule: Lists of costs for the unit prices and hourly rates. Pricing should be broken down to a per-unit cost, relevant to the particular service. Pricing should also include a clear breakdown of recurring costs. The price proposal must also include a payment schedule based on milestones and deliverables. If the cost exceed the funds available for this project, the School Board shall, at its sole discretion, remove some components from the provider requirements that would not otherwise affect the functionality of the services being requested.

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 District. Factors to be considered are as follows:

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

the best received.

Step III: Oral Presentation/ Demonstration may be requested for the top technical proposal scores. Proposers will be contacted to schedule an oral presentation/ demonstration. A demonstration scorecard will be added to a second set of score sheets with the same original evaluation criteria. Ten additional possible points will be added to the post- demonstration scorecards. At that point in time, the evaluation committee members will have the opportunity to discuss the oral presentation/ demonstration and revise their individual scores on the post-demonstration consensus score sheet based on the information provided during the oral presentation/ demonstration. The final individual scores of the evaluation committee members on the post-demonstration consensus score sheets will be averaged to determine the final technical score for each proposal.

BEST AND FINAL OFFER-LPSD reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist LPSD in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers. The evaluation criteria for a BAFO will be the same as the evaluation used in the initial evaluation.

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

- Capability to perform SOW
- Qualifications
- Prior Experience
- References
- Financial Capacity
- Knowledge of FEMA Regulations
- Direct Experience Working in Louisiana
- Price Proposal/Fee's
- Demonstration/Oral Presentation (if applicable)

LIMITATIONS

1. This request does not commit the Lafourche Parish School District 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 District 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 District 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 District.

INCURRED EXPENSES

The Lafourche Parish School District 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.

Proposer agrees to supply the products or services identified above in accordance with the terms, conditions, and specifications contained in this proposal.

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 District, mobilization costs, equipment rental fees and maintenance for the duration specified.

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable Lafourche Parish School District 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 District 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 District 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.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the Lafourche Parish School District, all Departments, District 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 District, Departments, District 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.

**RESPONSE PACKAGE COVERSHEET
2023-072721
EMERGENCY ROOF REPAIR**

LAFOURCHE PARISH SCHOOL BOARD

PROPOSAL OPENING: JULY 27, 2022 AT 2:00 PM CST

PROPOSER: _____

SIGNATURE: _____

NAME: _____
(PRINT OR TYPE)

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AREA CODE & PHONE: _____

EMAIL: _____

THE PRINCIPALS OF THE COMPANY ARE:

Name: _____ **Title:** _____

Name: _____ **Title:** _____

Name: _____ **Title:** _____

GENERAL TERMS AND CONDITIONS

General This information to Proposers is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Bid Proposals To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Proposals- Proposals will be received prior to 2:00 PM CST **JULY 27, 2022**. Envelopes containing a proposal must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of proposer, and submitted to:

LAFOURCHE PARISH SCHOOL DISTRICT PURCHASING DEPARTMENT

2023-071322EDR

EMERGENCY ROOF REPAIR

Attention: Jennifer Tobias, CPPB, MBA

Lafourche Parish School Board

701 East 7th Street

Thibodaux, LA 70301

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. **Facsimile (FAX) or E-mail copies of the proposal will not be accepted.**

1. Questions must be sent to and must be received within the timeline listed on page 1 of the event calendar. **Questions received after that date will not be answered.**
2. Proposals shall be received at the LAFOURCHE PARISH SCHOOL DISTRICT Procurement Office located at **701 East 7th Street Thibodaux, La. 70301 by said date and time outlined within the RFP.** Late submissions will not be accepted or considered.

FAX or Email PROPOSALS – Facsimile or Email copies of proposals will not be accepted for formal advertised bids.

RESPONSIBLE ENTITY –A bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time

fixed for the opening of bids, but may not be withdrawn for a period of thirty (30) days after the opening of bids.

BEST AND FINAL OFFER-LPSD reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist LPSD in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers. The evaluation criteria for a BAFO will be the same as the evaluation used in the initial evaluation.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of LPSD.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Lafourche Parish is exempt for all state taxes and should not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the services designated in the bid. All services furnished under the contract shall be in accordance with the bid specifications.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid proposal opening.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the LPSD reserves the right to accept or reject any or all

bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – LPSD authorized signature of the contract shall evidence the contractual agreement between the bidder(s) and the District and the bidder’s acceptance of these Proposal Instructions and Conditions.

DEFAULT BY CONTRACTOR – The District shall hold the bidder(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions, listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails to deliver services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part **The district may consider** selecting the second highest scoring vendor.

INVOICES AND PAYMENTS – All vendors submitting proposals must agree to invoice LPSD their monthly services fee and reference the provided contract or purchase order number provided; with detailed breakdown of all labor, equipment and materials.

MISCELLANEOUS PROVISIONS:

- A. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
- B. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.
- C. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- D. **Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement.
- E. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Louisiana. Venue shall only be with the appropriate state or federal court nearest to Lafourche Parish.
- F. **Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in **force such licenses and permits as are required by law**,

in connection with the furnishing of services herein listed. All operations and materials shall be in accordance with law. Note: Any reported damage to right of ways and or personal land owner's property during construction is the responsibility of the vendor. LPSD will not be held liable of any damages as a result of construction or delivery of services.

- G. **Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days advance written notice of intent to terminate the contract for good cause. (e. g. failure to delivery services by the deadlines provided, or failure to comply with the conditions and specifications within this RFP).

SUBMITTAL - REQUEST FOR PROPOSAL - TECHNICAL REQUIREMENTS

SUBMITTAL INFORMATION

1. **Submittal** – Each vendor submitting a proposal shall submit an original proposal plus 1 electronic copy of the proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. **Responses shall be on 8-1/2" x 11" paper and the electronic copy must be in PDF format saved to a Compact Disc (CD) or USB drive.**
2. **Proposal Deadline** – Proposals shall be submitted to the Procurement Department located at 701 East 7th Street Thibodaux, La. 70301 on or before JULY 27, 2022 2:00 PM. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will **not** be accepted.
3. **Withdrawal** – Responses may be withdrawn by the vendor submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A vendor may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. A vendor may, thereafter, submit a new or modified offer prior to the designated submission deadline. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.
4. **Information Request(s)** – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the School Board, District Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the individual listed below. Submit all questions via email only.

Jennifer Tobias, District Purchasing Agent
jtobias@mylpsd.com

5. **Right to Accept or Reject** –LPSD reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.

6. **Forms of Agreement** – The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from and such insurance as may be stipulated by the District. In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions.

7. **Availability of Funds** – The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the School Board.

8. **Equal Opportunity** – It is the policy of the LPSD that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and Louisiana laws including, but not limited to, the Louisiana Fair Employment & Housing Act. In addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her.

9. **Compliance** – Responses that do not comply with instructions and forms may be eliminated from further selection.

Basis of Selection

No commitment will be made to select a proponent's system(s) solely on the basis of cost; however, cost is awarded more points than other factors. Selection will be made on a combination of factors. LPSD is requesting information within the proposal to help the scoring committee understand the vendor's experience and references, Implementation Plan, Price, and other customer satisfaction, and conformance to the specifications contained in this Request for Proposal.

EVALUATION AND SELECTION

1. The responses will be scored by the Selected Committee.
2. The Committee will consider the evaluation scores, interview results, oral presentations or demonstrations and other factors considered important to make its recommendations to the School Board.
3. The School Board and the Committee reserve the right to require additional information before the final acceptance of a proposal.

EVALUATION

All Proposals will be evaluated and scored on the following technical and cost criteria with total potential points listed below.

Proposals will be evaluated and scored by a committee, appointed by the Superintendent, based upon the content of the proposals. Each area will be weighted as follows:

<u>Technical Score Criteria:</u>	<u>Points:</u>
Capability to Perform SOW	20
Qualifications	20
Prior Experience	15
References	10
Financial Capacity	15
Experience Working in Louisiana	5
Knowledge of FEMA Regulations	15
Demonstration/ Oral Presentation	10

A proposer’s base cost score (BCS) will be based on the cost information provided.

$$BCS = (LPC/PC \times 20)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPS = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

<u>Cost Score Criteria:</u>	<u>Points:</u>
Price Proposals/ Fee’s	20

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NON-COLLUSION STATEMENT

State of Louisiana
Lafourche Parish

_____, states that he/she is
_____(a partner of the firm, officer of the corporation, or individual making the foregoing proposal); that said proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to put in a sham proposal or to refrain from proposal, collusion, or communication or conference, with any person, to fix the proposal price or to fix any overhead, profit or cost element, or that of any other Proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said proposal or proposal are true.

(Signature)

ATTACHMENT -REFERENCES

INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on three (3) completed reference questionnaires (if fewer than three (3) are received prior to the RFP closing date and time, the Offeror will receive a zero (0) for all questions not scored and questionnaires not received). Scores from reference questionnaires will be averaged. The reference questionnaires must be from individuals, companies, or agencies for which the Offeror provided products or services that are similar in nature and scope to those requested by this RFP, and within the last 3 years from the date this RFP was posted. The Lafourche Parish School Board may not be utilized as a reference. Only one (1) reference will be received/ qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted.

References outside the requisite number of years (*See paragraph above*), and references determined by the School Board, in its sole discretion, to be not of a similar nature and scope to the products or services requested in this RFP will receive a score of zero (0). **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the School Board.** It is in the School Board's sole discretion as to whether or not any references will be contacted for clarification or for additional information.

REFERENCES MUST BE RECEIVED BY THE DISTRICT PURCHASING AGENT, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

- a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
- b. Print the name of your company/organization on the "OFFEROR NAME" line.
- c. Be certain that the RFP closing date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference Response To" document to your references to complete.

NOTES: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

References are not scored by a Technical Proposal evaluation committee. References will provide scores via the reference questionnaires and the District Purchasing Agent will enter the scores for qualifying references into a spreadsheet that will calculate averaged scores.

REFERENCE QUESTIONNAIRE RESPONSE TO: LAFOURCHE PARISH SCHOOL BOARD RFP: 2023-072722

EMERGENCY ROOF REPAIR

REFERENCE NAME (Company/Organization):

OFFEROR (Vendor) NAME (Company/Organization): has submitted a Proposal to the Lafourche Parish School Board, to provide the following services: EMERGENCY ROOF REPAIR We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

District Purchasing Agent, Jennifer Tobias, CPPB, MBA: jtobias@mylpsd.com/ LPSB Purchasing Dept. PO Box 879, Thibodaux, LA 70301

5. This completed document **MUST** be received no later than the RFP due date and time. Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the School Board may contact references by phone or e-mail for further clarification, if necessary. E-mail: jtobias@mylpsd.com

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 -9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this vendor:

10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time.

(This pertains to delays under the control of the vendor):

10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the

future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor:

2. During what time period did the vendor provide these services for your business? Month:
Year: to Month: Year: _____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Title

Print Name

Phone Number

Email Address

Date

**ADDENDUM –
FEMA Terms**

The following additional terms apply to this Contract. To the extent of any conflict between the terms set forth in this Addendum and other terms set forth in the Contract, the terms of this Addendum shall control. As used herein, the term “Contractor” includes Contractor and its subcontractors at any tier.

Suspension & Debarment.

- a. 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’s 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).
- b. The 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.
- c. This certification is a material representation of fact relied upon by the Parish. If it is later determined that the Supplier 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 the Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. 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.

Procurement of Recovered Materials.

- a. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Compliance with the Contract Work Hours & Safety Standards Act.

- a. Overtime requirements. No Contractor or subcontractors 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 (40) 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 (40) hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractors 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 (a) of this section, in the sum of twenty-seven dollars (\$27) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The Parish 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) of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (d) 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 subcontractors with the clauses set forth in paragraphs (b) through (d) of this section.

Compliance with Clean Air and Federal Water Pollution Control Act.

a. Clean Air Act.

- (i) 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.
- (ii) The Contractor agrees to report each violation to the NAME and understands and agrees that the Parish 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.
- (iii) 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.

b. Federal Water Pollution Control Act.

- (i) 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.
- (ii) The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish 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.
- (iii) 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.

Equal Employment Opportunity.

During the performance of this Contract, the Contractor agrees as follows:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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.

Termination.

- a. Termination for Cause. Parish may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract provided that Parish shall give the Contractor written notice specifying the Contractor's failure.
- b. Termination for Convenience. Parish may terminate this Contract at any time by giving sixty (60) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Breach.

Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the Parish incurs damages as a result of Contractor's breach, the Parish may pursue recovery of such damages from Contractor. The Parish further retains the right to seek specific performance of the Contract at any time as authorized by law. The Parish further retains the right to otherwise pursue any remedies available to the Parish as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract.

Domestic Preference 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.”

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.
 - (1) 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.

(2) 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:
 - i. Are not used as a substantial or essential component of any system;
 - ii. 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 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.”

Certification for Contracts, Grants, Loans, and Cooperative Agreements
As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

LAFOURCHE PARISH SCHOOL BOARD - SAFETY DEPARTMENT						
Insurance Requirements of Contractors, Vendors, Tenants as required on February 24, 2022						
VENDOR GROUP						
TYPE 1	Equipment repair, janitorial services, electrical, plumbing, services, chemical supply, etc					
TYPE 2	Building Construction, renovation, roads, sewer, etc					
TYPE 3	Professional services, architects, engineers, auditors, financial, legal, consultants, etc					
TYPE 4	Board-owned Lands, Lease of board buildings, office space, Use of Facilities, and E-Commerce vendors who don't install or visit LPSB except NO software or apps.					
Contractor agrees to give 30 days written notice to Lafourche PSB if any required policy is cancelled, excepting only Use of Facilities short-term events. Contractor agrees to furnish a copy of any required policy when requested by Lafourche PSB.						
Note: Vendor must furnish "e" copy of insurance policies required.						
			TYPE 1	TYPE 2	TYPE 3	TYPE 4
POLICY FEATURES, MINIMUM LIMITS OF LIABILITY REQUIRED:						
1) Commercial	BI-PD Per Occurrence:	\$1,000,000	Yes	Yes	Yes	Yes
General Liability	BI-PD Annual Aggregate:	\$2,000,000	Yes	Yes	Yes	Yes
a) Aggregate applies "per Location" CG-2504 1185			No	Yes	Yes	No
b) Damage to rented property - at least \$50,000			No	No	No	Yes
c) Advertising & Personal Injury Liability	\$1,000,000		Yes	Yes	No	No
d) Contractual Liability for indemnity, defense	Incl in 1 above		Yes	Yes	Yes	Yes
2) Professional Liab	Per Claim or Wrongful Act	\$1,000,000	No	No	Yes	No
3) Auto Liability Required?		\$1,000,000	Yes	Yes	Yes	No
a) Codes 7,8,9 accepted as well as 1.			Yes	Yes	Yes	N/A
4) Workers Compensation - State of Louisiana			Yes	Yes	Yes	No
a) Accept exclusion of officer, partner, owner?			Yes	Yes	Yes	N/A
b) Cov B Per Accident, Sickness, Agg Sickness:	\$100/100/500K		Yes	Yes	Yes	N/A
c) Cov B Higher Limits Required for Type 2.....	\$1/1/1,000,000		No	Yes	No	No
d) Alternate Employer in favor of Lafourche Parish School Board, Attn Safety, P.O.Box 879, Thibodaux, LA 70301-0879			Yes	Yes	Yes	No
5) Liability	Vendor's choice to buy umbrella or to buy only primary policies with higher limits.	\$1/2,000,000	Yes	Yes	Yes	No
a) Higher Limit of \$2/4,000,000 required for Type 2	\$2/4,000,000		Yes	Yes	Yes	No
6) Additional Insured in favor of						
	Lafourche Parish School Board, its officers and employees, Attn Safety Dept., P. O. Box 879, Thibodaux, LA 70301-0879 for policies of CGL, Auto and Umbrella-Excess policies: All benefits shall apply as Primary and Non-Contributory .		Yes	Yes	Yes	Yes
7) Waiver of Subrogation in favor of						
	Lafourche Parish School Board, its officers and employees, Attn Safety Dept., P. O. Box 879, Thibodaux, LA 70301-0879 for policies of Auto, CGL, WC and Umbrella .		Yes	Yes	Yes	Yes
8) Statutory Employers, Workers Compensation, in favor of:			Yes	Yes	Yes	No
	Lafourche Parish School Board, its officers and employees, Attn Safety Dept., P. O. Box 879, Thibodaux, LA 70301-0879 in WC policy.					
9) CRIME INSURANCE REQUIRED OF TAX AUDITORS AT \$100,000						

Lafourche Parish School Board
Purchasing Department

P. O. Box 879
Thibodaux, Louisiana 70302-0879

Phone: 985/435-4659

Fax: 985/387-6627

To Whom it May Concern:

As part of the School Board's Vendor policy, the Purchasing Department requires all agencies to complete and submit a vendor form and meet the specified insurance requirements. To be considered as a Lafourche Parish School Board Approved Vendor, please complete and return the following:

- ✓ **Vendor Form**
- ✓ **Certificate of Liability Insurance**
- ✓ **W-9** and return it to:

Lafourche Parish School Board

Attn: Purchasing Department
purchasing@mylpsd.com

Attn: Purchasing Department
701 East 7th Street
Thibodaux, LA 70301

Thank you for your continued interest in being a Vendor for Lafourche Parish School Board. Should you have any questions or concerns regarding the vetting process, feel free to contact me jtobias@mylpsd.com. Thank you for your interest in doing business with Lafourche Parish School Board.

Sincerely,

Jennifer Tobias, CPPB, MBA
District Purchasing Agent

NOTE: THIS FORM MUST BE COMPLETED IN FULL - INCOMPLETE FORMS WILL BE REJECTED OR PLACED ON HOLD.

**SCHOOL
BOARD
USE
ONLY**

School Board Requesting Dept: _____		Approved By: _____
Contact Person: _____		
Lafourche Parish School Board	Vendor Information Form	Vendor #: _____
<input type="checkbox"/> New Vendor <input type="checkbox"/> Update Vendor Info		

This form must be submitted with a completed IRS W-9/W-8 form from the vendor/individual. If a completed W-9/W8 is not received, you and your company will not be added to the School Board database. E-mail, mail or fax back completed forms to:

Lafourche Parish School Board	Phone Number: (985) 435-4659
Purchasing Department 701 East 7 th Street Thibodaux, LA 70301	Fax Number: (985) 387-6627 Attn: Purchasing Dept. <u>purchasing@mylpsd.com</u>

Payment Terms are Net 30, unless otherwise stated and agreed to by the School Board.

Name: _____ (Name that is used on your Federal Tax Return. If you are a Sole Proprietor of a business the name of the owner of the business is required.)
Company or Business Name, if different from above: _____
Please state the number of years your agency has been doing business in Louisiana: _____
Commodities (Supplies/ Equipment) / Services Offered: _____
Preferred Method of Purchase Order Delivery: <input type="checkbox"/> Print/Call <input type="checkbox"/> Email:

Purchase Orders Mailing Address: Line 1: _____ Line 2: _____ Email: City: _____ State: Zip _____ County: _____	Payment/Remit Address: Line 1: _____ Line 2: _____ Email: City: _____ State: Zip _____ County: _____
Primary Contact Name: _____ E-Mail Address: _____ Phone: _____ Fax: _____	Secondary Contact Name: _____ E-Mail Address: _____ Phone: _____ Fax: _____

Enter your TIN in the appropriate box. For Individual/Sole Proprietor, this is a social security number (SSN). For other entities, this is your employer identification number (EIN).

Social Security Number <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> </div>	Employer Identification Number <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; margin: 2px;"></div> </div>
Vendor Type: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;"> <input type="checkbox"/> Corporation/Inc (VC) </div> <div style="width: 30%;"> <input type="checkbox"/> Partnership (VP) </div> <div style="width: 30%;"> <input type="checkbox"/> Individual(VI) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;"> <input type="checkbox"/> Limited Liability Co. (VL) </div> <div style="width: 30%;"> <input type="checkbox"/> Small Business (US) </div> <div style="width: 30%;"> <input type="checkbox"/> Sole Proprietor(VS) </div> </div> <div style="display: flex; justify-content: center; margin-top: 5px;"> <input type="checkbox"/> Non-Profit(Attach Letter) (VN) </div> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> SBA)(VB) </div>	

Conflict of Interest:

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Are you or any Officer, Owner or Partner in this company an employee of Lafourche Parish School Board?
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Are any family members employees of Lafourche Parish School Board?
If yes, please state who: _____				

References: List 2 references in which you actively provide supplies or services to:	
Reference Name and Address: Line 1: _____ Line 2: _____ Line 3: _____ City: State: _____ Zip _____ County: _____	Reference Name and Address: Line 1: _____ Line 2: _____ Line 3: _____ City: State: _____ Zip _____ County: _____

<p>Primary Contact Name: _____ E-Mail Address: _____ Phone: _____ Fax: _____</p>	<p>Contact Name: _____ E- Mail Address: _____ Phone: _____ Fax: _____</p>
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Note to Vendors:

No Purchase Orders will be issued to vendors that are not on the School Boards approved vendor list. This form is designed to assist in the collection of data for evaluation of vendors who wish to become approved suppliers of goods and/or services to Lafourche Parish School Board. All areas must be completed in their entirety. We will not accept this form if not fully completed. Purchasing will make the final determination, with the concurrence of the Business Manager, if appropriate. The performance of vendors on the approved vendor list is routinely monitored. If a vendor is found to be in violation of School Board policy in regards to its business relationship with the School Board, or, is unable to maintain the required level of service, the vendor will be removed from the approved list. Reinstatement is subject to successful application and re-evaluation.

You must provide a Social Security Number (SSN) or Federal Employer Identification Number (FEIN) in order for the School Board to process your payment(s). The School Board is required by Federal law where applicable to report such payments along with the SSN/FEIN to Federal and State agencies where required by law.

NOTE: This form will not be processed if not signed or completed in full by vendor:

Company Representative (Print Name) of Representative completing form)	
Signature:	Date:
* I Certify that I have carefully examined this form and I have determined that to the best of my knowledge and belief, the information provided is complete and accurate	

<http://www.irs.gov/pub/irs-pdf/fw9.pdf> <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

**LAFOURCHE PARISH SCHOOL BOARD
DIRECT DEPOSIT OF ACCOUNTS PAYABLE AUTHORIZATION FORM**

REV 6/4/18

(Check One)

<input type="checkbox"/>	Begin Direct Deposit	Effective Date:
<input type="checkbox"/>	Change Account/Financial Institution	Effective Date:
<input type="checkbox"/>	Stop Direct Deposit	Effective Date:

The following information is required. Please remember to print clearly to avoid any delays with processing. A remittance advice will be emailed to you, therefore an email address is required.

COMPANY NAME:		FEDERAL TAX IDENTIFICATION #:	
STREET:	CITY:	STATE:	ZIP:
TELEPHONE :	(REQUIRED) E-MAILED ADDRESS:		

I authorize Lafourche Parish School Board to automatically deposit my invoice payment to the Bank specified below. I also authorize the Bank to accept each of those deposits for my account and to make adjustments to my account that corrects any error relating to those deposits. **This authorization will remain in effect until revoked by me in writing to the Lafourche Parish School Board or Canceled by Bank.**

Bank Account Information:

BANK NAME:			
STREET:			
CITY:	STATE:	ZIP:	

Type of Account (Check One Only)

Checking Savings

Bank Routing Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Account Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature _____

Date _____

Return to: Lafourche Parish School Board, Attention: Purchasing, P. O. Box 879, Thibodaux, LA. 70302-0879 or e-mail to Purchasing@mylpsd.com.

