

April 13, 2016

Richland Parish School Board

Public Notice

Advertisement for Proposals

The Richland Parish School Board will receive sealed proposals for the following:

Disaster Management Recovery Services

Proposals on the above mentioned item will be accepted until:

2:00 pm
Monday
May 16, 2016

At the School Board Office, 411 Foster Street, Rayville, Louisiana 71269. Proposals will be publicly opened and recorded at that time.

Proposers may obtain proposal documents from the Richland Parish School Board, 411 Foster Street, Rayville, Louisiana 71269 or srjones@richland.k12.la.us. Electronic proposal documents may be obtained from www.richland.k12.la.us – Click on UPCOMING EVENTS section.

No proposals will be received after the date and time specified. Richland Parish School Board reserves the right to reject any and all proposals.

Sheldon Jones, Superintendent
Keith Pruitt, Board President

Publish: April 14, 21, 28, and May 5, 12

Table of Contents

1.0. GENERAL INFORMATION	5
1.1 Purpose	5
1.2 Background	5
1.3 Scope of Services	5
2.0 ADMINISTRATIVE INFORMATION	5
2.1 Term of Contract	5
2.3 Proposer Inquiries	5
2.4 Definitions.....	6
2.5 Schedule of Events.....	6
3.0 PROPOSAL INFORMATION.....	7
3.1 Minimum Qualifications of Proposer	7
3.2 Determination of Responsibility	7
3.2.1 Right to Prohibit Award.....	7
3.3 RFP Addenda	7
3.4 Waiver of Administrative Informalities	7
3.5 Proposal Rejection/REP Cancellation.....	7
3.6 Withdrawal of Proposal	8
3.7 Subcontracting Information	8
3.8 Ownership of Proposal	8
3.9 Proprietary Information	8
3.10 Cost of Preparing Proposals	8
3.11 Errors and Omissions in Proposal	8
3.12 Contract Award and Execution.....	9
3.13 Code of Ethics	9
4.0 RESPONSE INSTRUCTIONS	9
4.1 Proposal Submission.....	9
4.2 Proposal Format	10
4.3 Cover Letter	10
4.4 Technical and Cost Proposal	10
4.5 Certification Statement	10
5.0 PROPOSAL CONTENT	10
5.1 Executive Summary	10
5.2 Corporate Background and Experience	10
5.3 Approach and Methodology.....	11
5.4 Proposed Project Staff.....	11
5.5 Cost Information	11
6.0 EVALUATION AND SELECTION	12
6.1 Evaluation Team	12
6.2 Administrative and Mandatory Screening	13

6.3	Clarification of Proposals.....	13
6.4	Oral Presentations/Discussions May be Required	13
6.5	Evaluation and Review	13
6.6	Technical Proposal Criteria Definitions.....	14
6.7	Cost Proposal Selection Criteria	15
6.8	Evaluation Schedule	15
6.9	Announcement of Contractor	15
7.0	SUCCESSFUL CONTRACTOR REQUIREMENTS	16
7.1	Corporation Requirements	16
7.2	Billing and Payment.....	16
7.3	Confidentiality	16
ATTACHMENT I - SCOPE OF SERVICES		17
1.	Overview.....	17
2.	Tasks and Services	17
3.	Deliverables	23
ATTACHMENT II - CERTIFICATION STATEMENT		24
ATTACHMENT III - CONSULTING SERVICES CONTRACT		25
1.0	SCOPE OF SERVICES	25
1.1	Purpose'.....	25
1.2	Objective'	25
1.3	Tasks/Services:	25
1.4	Monitoring Plan:	25
1.5	Substitution of Key Personnel	25
2.0	ADMINISTRATIVE REQUIREMENTS.....	25
2.1	Term of Contract.....	25
2.2	Board Furnished Resources	26
3.0	COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT	26
3.1	Payment Terms	26
4.0	TERMINATION.....	26
4.1	Termination for Cause	26
4.2	Termination for Convenience	27
4.3	Termination for Non-Appropriation of Funds	27

5.0 INDEMNIFICATION AND LIMITATION OF LIABILITY 27

6.0 CONTRACT CONTROVERSIES 28

7.0 FUND USE 28

8.0 ASSIGNMENT 28

9.0 RIGHT TO AUDIT 28

10.0 CONTRACT MODIFICATIONS..... 28

11.0 CONFIDENTIALITY OF DATA 29

12.0 SUBCONTRACTORS 29

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS..... 29

14.0 INSURANCE..... 29

15.0 APPLICABLE LAW 30

16.0 CODE OF ETHICS..... 30

17.0 SEVERABILITY 30

18.0 CONFLICT OF INTEREST 31

19.0 OWNERSHIP 31

20.0 DAMAGES..... 31

21.0 COMPLETE CONTRACT..... 31

22.0 ENTIRE AGREEMENT & ORDER OF PRECEDENCE 31

1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Richland Parish School Board (hereinafter referred to as the Board) for the purpose of:

Identifying a business firm or multiple firms who can provide the expertise required, as outlined in the following paragraphs, who will be responsible for managing the entire recovery process, or designated phases or segments as outlined in the contract award. This will include damage assessments, grants administration, project management, FEMA Public Assistance and any other public assistance. The selected firm or firms will also be responsible for assembling a team of consultants that will include the production and preservation of all required documents, unless specifically noted herein. The superintendent reserves the right to review the proposed team and reject any consultants associated with the Architectural or Engineering team he deems as having a history of poor performance. The selected firm or firms will also be responsible for project management and grants administration of all applicable state and federal grants. Furthermore, the Board reserves the right to award multiple contracts and/or to accept joint venture proposals.

1.2 Background

Richland Parish School Board needs disaster management services in case of unforeseen disasters and for current disasters.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the Board requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP will be from May 17, 2016 through May 16, 2018. There will be a two year extension available to the board's option.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to;

*Richland Parish School Board
411 Foster Street
Rayville, Louisiana 71269
(318)728-5964*

www.richland.k12.la.us—CURRENT EVENTS provides a link to obtain the RFP electronically

This RFP is available in electronic format or in printed form and can be obtained by either submitting a written request to the above address or downloaded from www.richland.k12.la.us

The Board will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by on the date specified in the Schedule of Events. The Board reserves the right to modify the RFP by addendum should a change be identified that is in the best interest of the Board.

Official responses to all questions submitted by potential proposers will be posted by www.richland.k12.la.us

The Purchasing Director has the authority to officially respond to proposers' questions on behalf of the Board. Any communications from any other individuals are not binding to the Board.

2.4 Definitions

- A. Shall, Must, or Will - Denotes mandatory language; a requirement that must be met without alteration
- B. Should, Can, or May - Denotes desirable, non-mandatory language.
- C. Contractor - A firm or individual who is awarded a contract
- D. Proposal - A response to an RFP
- E. Proposer - A firm, consortium or individual who responds to an RFP
- F. RFP - A request for proposals

2.5 Schedule of Events

<u>Event</u>	ads
Advertise RFP and mail public announcements	04/14, 04/21, 04/28, 05/05, 05/12/2016
Proposal submission deadline	May 16, 2016
Inquiry deadline and responses	May 16, 2016
Contract effective date	May 17, 2016

NOTE: The Richland Parish School Board reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

The proposer shall have any and all the required licenses to perform all services outlined in Attachment I. Examples of required licenses (but not limited to); general contractors license.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The Board must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the Board to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

Board reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at www.richland.k12.la.us is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The Board reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the Board to award a contract. The Board reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the Board's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Purchasing Director.

3.7 Subcontracting Information

The Board may have single or multiple prime contractor(s) as the result of any contract negotiation or multiple prime contractors, and that prime contractor(s) shall be responsible for all deliverables specified in the RFP and proposal, unless specifically excluded in the executed contract. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any existing subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Proposer should provide detailed information about the experience and qualifications of key personnel the contractor expects to use from the subcontractor. The prime contractor(s) shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the Board, the prime contractor(s) shall not contract with any other party for any of the services herein contracted for without the express prior written approval of the Board.

3.8 Ownership of Proposal

All materials submitted in response to this request become the property of the Board. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1 et seq. and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The Board is not liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the Board.

3.11 Errors and Omissions in Proposal

The Board will not be liable for any errors in proposals. The Board reserves the right to make corrections or amendments due to errors identified in proposals by the Board or the proposer. The Board, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The Board reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offer received. The Board reserves the right to contract for all or a partial list of services offered in the proposal. The Board reserves the right to accept joint venture proposals. The Board reserves the right to issue multiple awards, based on specific qualifications of the firms that submit proposals or at its discretion issue a sole award based on the total accumulated score in all three areas identified in section 6.5 - Evaluation and Review.

The RFP and proposal of the selected proposer(s) will become part of any contract initiated by the Board . See Attachment III.

The selected proposer(s) shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer(s) submit its own standard contract terms and conditions as a response to this RFP. The Proposer(s) should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer(s).

If the contract negotiation period exceeds (10) business days or if the selected Proposer(s) fails to sign the final contract within (10) business days of delivery, the Board may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services under this RFP must submit a proposal containing the information specified in this section. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version or online submission by the executive director on or before on April 29, 2016 at 10:00 am central time, the deadline date specified in the Schedule of Events. Fax or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

*Richland Parish School Board
411 Foster Street
Rayville, LA 71269*

Proposers should find the application at www.richland.k12.la.us

For courier deliver, the street address is *same as above and* the telephone number is 318-728-5964. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The Board requires that the proposer submit a total of (25) complete copies of the proposal. At least one (1) copy of

the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution or other proper authorization granting such authority must be submitted.

Failure to submit all information requested may result in the Board requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal; however failure to submit mandatory information shall cause the proposal to be disqualified.

4.2 Proposal Format

Proposers should respond to this RFP with a proposal that contains all relevant information including cost.

4.3 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

The proposer should provide the information in the format outlined below:

5.1 Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the Board's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment III and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The proposer should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statements, preferably audited. The Proposer should provide a description of its corporate resources that would be available to support this project, such as facilities, tools, or auxiliary staff who have unique qualifications and experience,

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

If subcontractors will be employed, the proposer should provide the same information regarding the subcontractor (s) as is requested for the proposer.

5.3 Approach and Methodology

The Proposer should provide:

- I. Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the state agency.
2. Its functional approach in providing the services.
3. Its functional approach in identifying the tasks necessary to meet requirements.
4. Its approach to Project Management and Quality Assurance.
5. Its proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables and staffing.

5.4 Proposed Project Staff

The Proposer should identify the number of staff positions it will provide and whether or not these are current employees of the Proposer. The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project; i.e. resumes. If a subcontractor will be used, proposer should clearly identify any subcontractor arrangements and should provide information about the qualifications and experience of any key personnel the contractor expects to use from the subcontractor.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

A minimum of two customer references (name, title, company name, address and telephone number) should be provided for each resume. The references should be linked to projects discussed in the individual resume.

5.5 Cost Information

The cost evaluation will be based upon the total hourly rate for all positions identified below for both Project Management and Grants Administration. In order to determine cost, ALL hourly rates must be filled in by the proposer. The respondent with the lowest "total hourly rate" will receive 23 points for the cost category. The remaining respondents will receive a score based upon the following formula:

$$CS = (LPC/RC*25)$$

CS = Compared cost score for respondent
LPC = Lowest proposed cost for all respondents
RC = Respondent's cost

No respondent will get less than 15 points for cost evaluation

Position	Hourly Rate per Position	Position	Hourly Rate per Position
Principal in charge		Principal in charge	
Project Manager		Project Coordinator	
Assistant Project Manager		Project Adm Assistant	
Project Coordinator		Project Coordinator	
Project Adm Assistant		Senior PA Funding Specialist	
Program Director		PAFunding Specialist	
Design Specialist/Architect		Program Director	
Program Director		Design Specialist/Architect	
Engineer			
Total hourly rate		Total hourly rate	

The rates for any positions that are identified as necessary after this contract has been executed will be negotiated and the original contract amended.

A total not to exceed cost for project management and grants administration will be negotiated with the successful proposer(s) prior to execution of the contract. Any amounts expended for grants administration and project management (for this disaster) prior to execution of this contract will be backed out of the total cost. This is to prevent the Board for paying for the same service twice.

For information purposes, the Proposer should provide an estimated percentage of the effort that will be completed by a subcontractor

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team designated by the Superintendent, which will determine the proposal(s) most responsive or most advantageous to the Board, taking into consideration price and the evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed by the evaluation team to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be compliant with mandatory requirements will be rejected from further consideration

6.3 Clarification of Proposals

The Board reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions

Proposers who meet all mandatory requirements, and are considered susceptible for award after the initial evaluation may be invited to give an oral presentation that demonstrates their proposed solution to this RFP. Proposers who are invited to participate in the oral presentation should be prepared to demonstrate their proposed methodology and how this methodology has been used to provide solutions for other clients. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. The maximum amount of points to be assigned for oral presentations will be 25, and these points will be based upon the perceived ability of the proposed approach and methodology to achieve the Board's goals for the project. Points for oral presentations will be added to the scores from the initial evaluation.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Each proposal will get two different evaluations; one for project management and one for grants management. Both evaluations will be conducted according to the following criteria:

Criteria	Maximum Score
Proposal Evaluation	(Worth 100 Points)
1. Corporate Background and Experience	25
2. Approach and Methodology	25
3. Resumes, Proposed Staff Qualifications	25
4. Cost	25
Total Score	100

The evaluation team can recommend/award multiple contracts to vendors if the evaluation team determines that this is in the Board's best interest.

6.6 Technical Proposal Criteria Definitions

This section provides details for each of the factors listed in Section 6.5 for Technical Evaluation Criteria.

6.6.1 Corporate Background and Experience (25 points)

The proposer will be evaluated on past experience with similar projects and pertinent corporate resources. The Evaluation team will review the proposer's overview of its experience rendering services similar to those included in this RFP. Speculative work samples will not be allowed.

The evaluation team/Board will then assess the proposer's description of the corporate resources, including any that would be available to support the Board's requirements. Such resources might include particular facilities and tools as well as available staff resources with unique qualifications and experience.

Finally, the evaluation team/Board will evaluate the proposer's past performance qualifications and references; and will also review the past performance qualification for each subcontractor proposed.

6.6.2 Approach and Methodology (25 points)

The evaluation team/Board will evaluate the proposer's overall approach for providing the services and satisfying the requirements of the RFP. The items that will be evaluated include:

Approach—The Proposer's approach to managing the overall project. In assessing the Management Capability, the evaluators will be looking for the following items:

- Project Organization (including identification and role of subcontractors)
- Organizational chart
- Project Management Planning and Tracking System
- Project Reporting
- Monthly Progress/Status Reporting
- Quality Assurance
- Subcontractor Management
- Management Planning and Reporting

Methodology

- Ability to coordinate effectively between GOHSEP, federal departments and agencies, other State agencies, and local governments.
- Evidence that approach reflects sufficient knowledge and experience with the subject of local, state and federal programs.
- Evidence of experience with flooded schools
- Completeness in addressing the full spectrum of required staffing services in the Statement of Work.
- Flexibility and capacity to provide a range of potential, short-suspense services, including round-the-clock staffing support.
- Evidence of proven experience in writing project worksheets for FEMA

6.6.3 Resumes, Proposed Staff Qualifications (25 points)

The evaluation team/Board will assess the quality of the resumes of the staff supplied by the Proposer. If subcontractors will be used, the resumes from the subcontractors will also be reviewed.

6.6.4 Cost Proposal Selection Criteria (25 points)

The cost evaluation will be based upon the total hourly amount for project management and grants administration. All hourly costs must be filled in by the proposer. The respondent with the lowest "total hourly amount for project management and grants administration" will receive 25 points for the cost category. The remaining respondents will receive a score based upon the following formula:

$$CS = (LPC/RC*25)$$

CS = Compared cost score for respondent

LPC = Lowest proposed cost for all respondents RC = Respondent's cost

No respondent will get less than 15 for cost evaluation.

6.7 Oral Presentations Evaluation (25 points)

Those proposers susceptible for award may be invited to provide oral presentations. If the evaluation team/Board chooses to have oral presentations, the points for the oral presentation would be added to the initial scoring/screening. The proposers who qualify for the final round of the selection process will be notified of their selection. The presentations, if applicable, will be made at the place to be determined. Each proposer will have 15 minutes to set up equipment and one hour and 15 minutes to make its presentation. Fifteen minutes will be allowed to remove equipment after presentation.

6.7 Evaluation schedule

May 16, 2016 — proposals reviewed and screened by evaluation team

May 16, 2016 —proposers notified for possible oral presentations

May 17, 2016 — oral presentations made to committee

May 17, 2016 — recommendation made to superintendent

May 17, 2016 — recommendation accepted by board

6.8 Announcement of Contractor

The Board will notify the successful Proposer or Proposers and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, shall be made available, upon request, to all interested parties after the Board has approved the award(s).

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the president of the board issuing the proposal within 14 days after the award has been announced by the agency.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Progress payments will be made as follows:

Contractor shall provide monthly progress reports along with request for payments to the Board for the life of this agreement.

All payments will be made on a monthly basis, upon completion of tasks during that monthly timeframe. Invoices shall list the name of each person who provided services during the month and shall indicate the number of hours worked at the contracted hourly rate.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the Board's operation which are designated confidential by the Board and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the board. The identification of all such confidential data and information as well as the Board's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Board in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the Board to be adequate for the protection of the Board's confidential information, such methods and procedures may be used, with the written consent of the Board, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Superintendent of Richland Parish Schools.

ATTACHMENT I - SCOPE OF SERVICES

1. Overview

The Contractor shall provide technically qualified personnel to the Board for the purpose of assisting the Board in the administration of all state/federal grant programs including but not limited to EEMA and programs listed in the Stafford Act in connection with disasters and construction project management which may occur during the term of this contract.

2. Tasks and Services

SCOPE OF SERVICES

The following is the scope of services required to be provided by the selected firm ("Program Manager") for this project:

1.1 Grant Management

The Program Manager is to provide assistance and support for grants management and administration as needed for federal and state programs, including primarily, but not limited to, the Federal Emergency Management Agency Public Assistance Program, Federal Emergency Management Agency Hazard Mitigation Program, and U.S. Department of Transportation programs. The Program Manager shall work closely and collaborate with various funding agencies and internal Owner departments to ensure the proper use and application of federal and state funds. The Program Manager shall focus on maximizing eligible, allocable federal dollars. The Program Manager shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. The Program Manager will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the Program Manager shall perform services and work necessary to complete the following objectives and tasks:

- 1.1.1 Develop a document management plan that specifically outlines the structure, containment, and management of all project documentation consistently for all Owner departments. Effectively maintain efficient and complete records concerning any and all applicable grant programs.
- 1.1.2 Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- 1.1.3 Attend meetings with the Owner, Federal agencies, and State agencies to negotiate and represent Project Worksheets (PWs) and the obligation of eligible amounts.
- 1.1.4 Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- 1.1.5 Provide advice to Owner personnel and consultants; attend and participate in meetings as required.
- 1.1.6 Prepare draft correspondence to local, Federal and State officials as necessary.
- 1.1.7 Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.

1.1.8 Keep track and monitor Program Manager's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).

1.1.9 Provide written performance and status reports to Owner on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:

- 1.1.9.1 Hours billed and amount invoiced by personnel
- 1.1.9.2 PW and grant application development and revisions
- 1.1.9.3 PW and grant application submissions and approvals
- 1.1.9.4 Obligated amounts versus eligible estimates
- 1.1.9.5 Issues with PW and grant application submissions and resolutions
- 1.1.9.6 Issues requiring assistance
- 1.1.9.7 Amounts awarded to Owner per PW and grant application
- 1.1.9.8 Requests For Reimbursement submitted
- 1.1.9.9 Estimated and actual costs
- 1.1.9.10 Reimbursements received by Owner
- 1.1.9.11 Insurance deductions
- 1.1.9.12 PW and grant application closeouts

1.2 Grant Development

The Program Manager shall provide services to maximize grant funding for the Owner, including but not limited to the following objectives and tasks:

1.2.1 Prepare and coordinate the development of PW's and versions as required with the Owner, Federal agencies and State agencies. This includes project development, formulation, and processing as required for small and large projects.

1.2.2 Prepare, submit and track Hazard Mitigation Grant program applications as required with the Owner, Federal agencies and State agencies. This includes project or program development, formulation, processing, and monitoring as required.

1.2.3 Work with the Owner departments and divisions to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated and reimbursed.

1.2.4 Review eligibility issues for the Owner and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.

1.2.5 Ensure that all eligible damages have been identified, quantified, and presented to the Owner,

Federal agencies, and State agencies. All eligible damages shall be incorporated into PW's and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Factor (CEF) when necessary.

- 1.2.6 Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities,

1.3 Flood Claim

The program manager will coordinate the flood claim by providing a comprehensive report of building damage and contents listing of all flooded buildings. This report will contain all information required by the adjuster to fully process the claim, including but not limited to;

Pictures of building damage and contents, costs for water extraction, costs for restoration, replacement costs for contents, etc.

1.4 Policy Support

The Program Manager shall provide support to the Owner on all relative grant policies, including but not limited to providing the Owner with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.

1.5 Audit Preparation and Management

The Program Manager shall provide support services to the Owner to manage and prepare for potential audits from the Owner receiving grant funding, These services will include but should not be limited to:

- 1.4.1 Prepare for and respond to inspections and audits for on-going and completed projects.

- 1.4.2 Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.

1.6 Other Services

The Program Manager shall provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives. The Program Manager shall also provide cost reconciliation support as needed. The Program Manager shall provide destructive and non-destructive testing, as needed to document damages, including but not limited to roof system analysis, wall system testing, metallurgy, hazardous materials testing, geotechnical investigations, topographic surveys and other related information necessary to support the identification of storm related damage. The Program Manager shall obtain three or more proposals from qualified third parties

when required for the Project and recommend to the Owner for approval. These other services shall be considered a reimbursable expense and billed to the Owner at a rate of 1.03 times the actual cost.

1.7 Project Management

The Program Manager shall prepare a Program Management Plan for the projects. This plan shall consider the Owner's schedule, budget and design requirements. The Program Manager shall also develop various alternates for the coordination and management of the projects and shall make recommendations to the Owner. The Program Management Plan shall consist of the Master Budget, Master Schedule, Accounting Plan, Management Procedures, Administrative Procedures, Educational Specifications and Project Delivery Strategies. The Program Management Plan shall be presented to the Owner for approval.

1.7.1 Master Budget

1.7.1.1 "Master Budget" is defined as the compilation of the project budgets for each individual project.

1.7.1.2 The "Project Budget" is defined as the cost of construction, remediation, design, testing and other cost attributable to the project excluding the Program Manager's compensation.

1.7.2 Master Schedule

1.7.2.1 The Program Manager will utilize the projects and priorities identified in the Master Plan to develop the Master Schedule.

1.7.2.2 The Master Schedule will identify the key milestones that must be reached in the design and construction of the individual projects to meet the objectives of the Plan.

1.7.2.3 The Program Manager will present the Master Schedule to the Owner for approval.

1.7.2.4 The Program Manager shall monitor compliance with the schedule and, as necessary throughout the design phase, recommend revisions to the Owner.

1.7.3 Program Accounting Plan

1.7.3.1 The Program Manager, in conjunction with Owner's financial services staff, will develop an appropriate financial accounting plan that will be used for the design and construction phases of the Program. This plan will outline policies, procedures, and requirements as set forth by Owner for financial cost control.

1.7.4 Management Procedures

1.7.4.1 The Program Manager, in consultation with the Owner, will develop written procedures and guidelines to be utilized and followed by the Owner, Program Manager, Contractors and other Vendors for all Program activities, including but not limited to, communications, budgeting, scheduling, estimating, design reviews, bidding and award, permitting, submittals, change orders, construction inspection reporting, payment management, contract administration, and project close-out/completion.

1.7.5 Educational Specifications

1.7.5.1 "Educational Specifications" are defined as the document or documents which set forth the physical and spatial relationships of the instructional and educational rooms and facilities.

1.7.5.2 The Program Manager will review the Owner's existing information, if any, concerning Educational Specifications and develop the final Educational Specifications for design and construction of the facilities identified in Exhibit B. The Program Manager will incorporate the Educational Specifications in the Program and facilitate use of the Educational Specifications by the Professional Design Consultants.

1.7.6 Project Delivery Strategies

1.7.6.1 The Program Manager will evaluate appropriate alternative delivery and procurement strategies that will meet the objectives of the .Master Schedule and the Master Budget. Specific strategies to be evaluated include bid packaging; Owner purchased equipment, and tax-exempt construction.

1.7.7 Administrative Procedures and Reporting

1 7.7.1 The Program Manager will, in conjunction with the Owner, develop and recommend for

approval by the Owner, the processes and procedures to be used by the Program Manager, Owner and Professional Design Consultants during the Program. The procedures will provide the basis for communication between the Professional Design Consultants, Contractors, the Program Manager, and the Owner during the Program.

1.7.7.2 The Program Manager, in conjunction with the Owner, will develop a comprehensive program reporting system to effectively communicate the current Program status.

1.7.7.3 The Program Manager will generate a Monthly Status Report that will identify the current schedule and budget status of ongoing individual projects. This Monthly Status Report will indicate actual progress against scheduled progress and current cost against projected cost for the design and construction phases based upon the Master Schedule and Master Budget.

1.7.7.4 The Program Manager will attend the Owner's second board meeting each month to report to the board on the Monthly Status Report.

1.7.7.5 The Program Manager will generate other reports as required to assist the Owner in administering the Program.

1.7.7.6 The Program Manager will attend any and all meetings called by the Owner where the attendance of the Program Manager is material to the purpose of the meeting.

1.7.8 Construction Services Procurement

1.7.8.1 The Program Manager will assist the Owner in establishing a process to competitively bid, evaluate, and contract with the building contractors and suppliers for construction services in accordance with procurement instructions and policies provided by the Owner.

1.7.8.2 The Program Manager will assist the Owner in preparing standard contract documents for procurement of construction services.

1.7.8.3 The Program Manager shall issue the "Notice to Proceed" to the successful bidder upon receiving approval from the Owner.

3.0 General Requirement for All Services

- 3.1 Contractor's hourly rates will be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. No Contractor charges above the contracted hourly rate(s) will be accepted.
- 3.2 Travel expenses will be reimbursed in accordance with State travel regulations as set forth in Louisiana Division of Administration Policy and Procedure Memorandum 49 (PPM 49).
- 3.3 Printing services, if applicable, must be procured in accordance with State printing procedures La. R.S. 43:1 et seq. and shall not exceed 20% of the total value of the contract resulting from this RFP.
- 3.4 Promotional items, equipment and supplies must be procured in accordance with State procurement procedures, La. A.S. 39:1551 et seq.
- 3.5 If the Contractor received points for an office within 20 miles of the disaster, that office must be maintained during the life of this contract.

4. Deliverables

The Contractor shall provide to the Board:

- 4.1 The tasks and services contracted for under this agreement, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this contract, and all copy, artwork, layouts, designs, photographs, plates negatives, proposals, computer discs, graphics, DVDs and other such material etc., prepared, generated or obtained in connection with the services provided pursuant to this agreement;
- 4.2 Invoices requesting payments due hereunder, including a summary description of a brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this agreement during the previous period which are included in the Invoice,
- 4.3 The Contractor shall submit to the Board written quarterly Progress Reports summarizing its activities measures against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to the Board.
- 4.4 Specific deliverables will be provided for in each task order.

ATTACHMENT II - CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

- A. E-mail Address: _____
- B. Telephone Number with area code: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

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

By its submission of this proposal and authorized signature below, Proposer certifies that: The information contained in its response to this RFP is accurate;

Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Proposer's quote is valid for at least 90 days from the date of proposal's signature below;

Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)

Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Authorized _____ Signature:

Typed _____ or _____ Printed _____ Name:

Title: _____

Company _____ Name:

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE _____

ATTACHMENT III - CONSULTING SERVICES CONTRACT

FILE NO: _____
(or solicitation #)

Richland Parish School Board

CONTRACT

Be it known, that on this (Date) day of (month), 20 (year), the (Agency Name) (hereinafter sometimes referred to as "Board") and (Contractor's name and legal address including Zip code) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish the following services:

1.1 Purpose:

This contract will provide the Board consulting services for its disaster management recovery services.

1.2 Objective:

The objective of this contract is to provide assistance to the Board in managing the recovery process for Hurricane Isaac as outlined in the scope services.

1.3 Tasks/Services:

Attachment I Scope of Services is a component of this contract

1.4 Monitoring Plan:

In accordance with the requirements stated in 44 CFR Part 13.40, the Board and the Contractor will adhere to the following monitoring plan: The Contractor will comply with requirements of 44 CFR Part 13.40.

1.5 Substitution of Key Personnel

The contractor's personnel assigned to this contract shall not be replaced without the prior written consent of the Board. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Board or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Board's or Contractor's reasonable control, as the case may be, the Board or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 Term of Contract

This Contract is effective May 17, 2016 through May 16, 2018 with a two year extension available at the board's option.

2.2 Board Furnished Resources

The Board shall appoint a project manager and an assistant project manager for this contract who will provide oversight of the activities conducted hereunder. Notwithstanding the contractor's responsibility for management during the performance of this contract, the assigned project manager and/or assistant project manager shall be the principal point of contact on behalf of the Board and will be the principal point of contact for contractor concerning contractor's performance under this contract.

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 Payment Terms

In consideration of the services described above, the Board hereby agrees to pay the Contractor a maximum grants administration and project management fee not to exceed a percentage the actual damages as negotiated. This amount is inclusive of all costs for professional services and travel and amounts already expended for grant administration and project management prior to this contract. Travel expenses shall be reimbursed in accordance with, and shall not exceed the rates published in the Board Travel Policy. Invoices and/or receipts for any reimbursable expense or travel expenses must be provided to the Board or attached to Contractor's periodic invoices for reimbursements.

All contractor payments will meet the documentation requirements for all state and federal grants reimbursement.

If progress and/or completion to the reasonable satisfaction of the Board are obtained, payments are scheduled as follows:

In consideration of these services to be provided as described above, and provided progress and/or completion of the Contractor's service are to the reasonable satisfaction of the administration, payment of the sums stated above shall be made to the Contractor by the Board, in periodic payments for that portion of the services that have been provided, after the receipt from the Contractor of the Contractor's periodic invoices requesting payment, including a summary description or brief recap of the Contractor's services provided pursuant, which are included in the invoice; and the Contractor's submission of each Invoice shall constitute a certification from the Contractor that all services have been fully performed, completed justifying the required payment and meet the documentation requirement for all state and federal grants reimbursement. All invoices must be itemized, and must contain all original documentation. Supporting Invoices shall be maintained by the Contractor, and shall be subject to audit, as herein after stated. Contractor shall determine the frequency that such Invoices are submitted to the Board, but such frequency shall not exceed one (1) set of Invoices per Calendar month.

On materials produced by outside suppliers, the Board agrees to pay the Contractor the cost of such materials as invoiced by the suppliers, plus any additional taxes incurred by the Contractor, and the Contractor may not add to or mark up any such costs.

4.0 TERMINATION

4.1 Termination for Cause

The Board may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the Board shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Board may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute

default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Board to comply with the terms and conditions of this contract provided that the Contractor shall give the Board written notice specifying the Board's failure and a reasonable opportunity for the state to cure the defect.

4.2 Termination for Convenience

The Board may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 Termination for Non-Appropriation of Funds

The continuation of this contract is contingent upon the appropriation of funds by the Board to fulfill the requirements of the contract by the Board. If the Board fails to appropriate sufficient monies to provide for the continuation of the contract, the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force maj cure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Board from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Board.

Contractor will indemnify, defend and hold the Board harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Board in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Board may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Board's unauthorized modification or alteration of a Product, Material, or Service; ii) Board's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) Board's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the Board the right to continue using such item(s) or part (s) thereof, as applicable; (H) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing

components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Board up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The Board may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524 - 1526.

7.0 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Board. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Board.

9.0 RIGHT TO AUDIT

The State Legislative auditor, federal auditors, internal and external auditors of the Board, or others so designated by GOHSEP, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the

parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include, but are not limited to, any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

11.0 CONFIDENTIALITY OF DATA

The following provision will apply unless the Board's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the Board's operations which are designated confidential by the Board and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Board. The identification of all such confidential data and information as well as the Board's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Board in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the Board to be adequate for the protection of the Board's confidential information, such methods and procedures may be used, with the written consent of the Board, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

12.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the Board, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the Board for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14.0 INSURANCE

1. The contractor must carry, while the contract is in force, Commercial General Liability, Business Automobile and Workers Compensation/Employers Liability Insurance. Proof of this insurance coverage must be submitted with the proposal. This will be evaluated by the Purchasing Agent prior to being submitted to the evaluation team.

General

- Certificate of insurance must be provided and it must be issued by Agent or Insured • Richland Parish School Board must be listed as Certificate Holder • Operations to be performed by contractor to be shown on Certificate • Fifteen (15) day notice required for cancellation

Commercial General Liability

- Commercial General Liability on an Occurrence Form
- Include contractual liability to cover any Hold Harmless/Indemnification agreement in favor of the Richland Parish School Board
- Include Richland Parish School Board as an Additional Insured
- Include waiver of Subrogation in favor of the Richland Parish School Board •Limits
 1. \$2,000,000.00 General Aggregate if aggregate applies per policy—or-
 2. \$1,000,000.00 General Aggregate if aggregate applies per project
 3. \$1,000,000.00 CSL each occurrence
 4. \$1,000,000.00 Products/Complete Operations Aggregate
 5. \$1,000,000.00 Personal Injury

Business Automobile

- \$1,000,000.00 CSL for any owned, non-owned or hired automobiles
- Include waiver of Subrogation in favor of the Richland Parish School Board

Workers Compensation/Employers Liability Insurance

- \$1,000,000.00/\$1,000,000.00/\$1,000,000.00 Employers Liability
- Include waiver of Subrogation in favor of the St. John the Baptist Parish School Board

Errors and Omission Insurance — The Contractor must maintain errors and omission insurance during the life of this contract sufficient enough for claims against the Contractor.

15.0 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana and the Code of Federal Regulations (44 CFR). Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of Richland, State of Louisiana.

16.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17.0 SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

18.0 CONFLICT OF INTEREST

The Contractor agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further agrees that in the performance of this contract, no person having any such interest shall be employed.

19.0 OWNERSHIP

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

20.0 DAMAGES

Contractor agrees to have staff available as per the Scope of Services (Attachment I) requirements section of this document. If contractor does not provide requested staff as indicated in the Scope of Services, damages will be accorded to the Board in an amount at, or about, equal to the projected cost for these contractor services had the requested staff arrived as requested, timely, and began work for the project, as per the original Project Manager request.

21.0 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

22.0 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on this _____ day of _____, 2016, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

CONTRACTOR'S NAME

Print Name: _____

By:

Print Name: _____

Print Name: _____

_____ Title:

THUS DONE AND SIGNED on this _____ day of _____, 2016, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

RICHLAND PARISH SCHOOL BOARD

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

_____ Title: _____