

Livingston Parish Public Schools
State of Louisiana



Request for Proposal 23-09

**Pre-Positioned Emergency
Remediation Services**

Issued:

Thursday, April 13, 2023

Responses Due:

Tuesday, May 16, 2023 at 11 AM

All responses must be sent to:

Livingston Parish Public Schools
Attn: Bridget Demonica
Staff Accountant - Business Department
P.O. Box 1130,
3909 Florida Blvd.
Livingston, LA 70754

Phone: (225) 686-4224
Facsimile: (225) 686-4279
Email: bridget.demonica@lpsb.org

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Livingston Parish Public Schools

Excellence in Education!

13909 Florida Boulevard
P.O. Box 1130
Livingston, Louisiana 70754-1130
Phone: (225) 686-7044 Fax: (225) 686-3052 Website: www.lpsb.org

Alan "Joe" Murphy
Superintendent

Jody Purvis
Assistant Superintendent

Bruce Chaffin
Assistant Superintendent

NOTICE TO PROPOSERS

Sealed proposals will be received at 13909 Florida Blvd., Livingston, La 70754, Livingston Parish Public School's Central Office Board Room at 11:00 AM CDT on Tuesday, May 16, 2023 for the following:

Request for Proposal #23-09 Pre-Positioned Emergency Remediation Services

A mandatory pre-proposal conference is scheduled per the following. Attendance is required in order for your proposal to be considered.

Date: Friday, April 21, 2023
Time: 10:00 AM
Place: Livingston Parish Public Schools
Board Room
13909 Florida Blvd.
Livingston, LA 70754

All proposers are hereby notified, that a Request for Proposal (RFP) is being used in lieu of an Invitation to Bid.

The RFP package may be obtained by contacting the Business Department, Livingston Parish Public Schools, P.O. Box 1130, Livingston, LA 70754-1130, or by calling the Business Department at (225) 686-4224. The RFP package will also be available on the Livingston Parish Public School's website and Central Bidding.

https://www.lpsb.org/our_district/departments/business_department/purchasing_information

<https://www.centralauctionhouse.com/>

No proposals will be received after the date and hour specified. The right is reserved to reject any and all proposals for just cause.

Alan "Joe" Murphy
Superintendent

SECTION 1.0: Public Notice – Invitation for Pre-Positioned Emergency Remediation Services

This Request for Proposals (RFP) is issued by the Livingston Parish School Board (hereinafter referred to as LPPS).

LPPS owns and/or leases approximately 444 buildings throughout Livingston Parish and is seeking qualified vendors to provide emergency remediation services on an as-needed basis through a selection process. The purpose of this RFP is to contract with a properly procured professional remediation firm to remediate damages to buildings and/or contents resulting from water, wind, mold contamination, and other natural or manmade disasters.

SECTION 2.0: RFP Scope of Service

The Scope of Services may be obtained by visiting the website at https://www.lpsb.org/our_district/departments/business_department/purchasing_information or by contacting Bridget Demonica, Staff Accountant, 13909 Florida Blvd., Livingston, LA 70754, (225) 686-4224. The documents can also be found on <https://www.centralauctionhouse.com>.

SECTION 3.0: General Information

It is the policy of the LPPS to provide equal opportunities without regard to race, color, national origin, sex, age, disabilities, or veteran status in educational programs and activities. This includes, but is not limited to, admissions, educational services, financial aid and employment.

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

The LPPS reserves the right to reject any and/or all of the proposals in response to this RFP for any reason.

The firm or firms selected will be responsible for assembling and managing the sub-contractors necessary to meet the requirements of the RFP

SECTION 4.0: Proposal

The purpose of this response is to provide members of the RFP 23-09 Selection Committee with specific information regarding the qualifications of interested firms submitting for a specific project.

Where the words, “PROPOSER”, “CONTRACTOR” or “VENDOR” are mentioned in these specifications and subsequent documents, it shall be understood to refer to the individual or corporation submitting a proposal and to whom a contract may be awarded. Where the words “OWNER”, “LPPS”, “DISTRICT” OR “SCHOOL BOARD” are mentioned in these specifications and subsequent documents, it shall be understood to refer to LIVINGSTON PARISH PUBLIC SCHOOLS. Where the words, “SHALL” and “MUST” are mentioned in these specifications, a mandatory requirement is set forth. Where the word “MAY” is mentioned in these specifications, an advisory or permissible action is requested. Where the words, “SHOULD” and “ALLOWS” are mentioned in these specifications, a desirable action is requested.

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

- 1. COVER LETTER (maximum 2 pages):** Cover letter to be submitted on official business letterhead addressing:
 - the intent of the proposer to submit a response to this RFP
 - acknowledgment of Addenda
 - acknowledgment that proposal is valid for ninety (90) days from submittal due date
 - acknowledgment that Proposer has no conflicts of interest that would affect its ability to enter into a contract if selected
 - acknowledgment of full responsibility for completion of the entire scope of work
 - the primary point of contact for this proposal through contract execution
 - affirmation that signer is authorized to submittal the proposal on behalf of Proposer

2. **EXECUTIVE SUMMARY (maximum 2 pages):** Proposers should include an Executive Summary that:
 - introduces the purpose and scope of the proposal; and
 - includes a summary of Proposer's qualifications, including overall capacity to handle catastrophic damages and multiple facilities, and ability to meet the overall requirements of the RFP.
3. **QUALIFICATIONS & EXPERIENCE (maximum 5 pages):** Proposer, and all sub-consultants that will participate, should include:
 - Brief description of company
 - Brief history
 - Corporate structure and organization
 - Number of years in business
 - Projects description illustrating prior experience in working on projects of similar scope and size to RFP 23-09 performed within the past 10 years (limit to 5 projects). This description should provide the technical services that the Proposer provided on the project and the monetary value for the scope of services.
 - Resumes of personnel proposed for on-call project implementation (capacity and availability)
4. **APPROACH & METHODOLOGY (maximum 5 pages):** Proposer should provide a detailed explanation of the Proposer's approach and methodology, and include:
 - Functional resources, systems, and technologies to optimize the approach to accomplish the tasks, services, and deliverables specified in the Scope of Services, Attachment I.
 - Information on the Proposer's capacity to remediate multiple facilities at one time, as may be necessary in the event of a natural or man-made disaster.
 - Description of Proposer's commitment to LPPS as a priority client, including approach and guarantee of services, equipment and supplies at the time of a disaster or catastrophic event.
 - Description of Proposer's 24/7/365 emergency response protocols and expected response time to LPPS in the event of a catastrophic regional loss involving not only LPPS but your other regional clients as well.
 - Description of Proposer's approach to maintaining or securing labor, equipment, and on-hand material resources and equipment inventory specifically available to support this program, including storage capacity and locations.
 - Operational capacity of Proposer to remediate multiple buildings and multiple sites simultaneously.
5. **REFERENCES:** Proposer, and sub-consultants that will participate, shall provide at least two references that include:
 - Name
 - Title
 - Mailing address
 - Phone number
 - Email
6. **CERTIFICATION STATEMENT:** Proposer must sign and submit **Attachment II – Certification Statement**.
7. **COST PROPOSAL:** Proposer shall provide a **Cost Proposal (Attachment III)** as part of the response. All items listed in the Cost Proposal must be filled in completely. Fixed unit costs submitted must be firm for the duration of the contract. Work will be assigned as necessary and quantities to be determined at the time of the event for each facility, at which time all necessary scope will be written via work order with fixed overall costs based on the scope of work necessary to remediate damages occurring from a natural or man-made disaster. For the purposes of the RFP Proposal, costs will be evaluated by adding all individual unit costs and totaled to determine the lowest evaluated cost.
8. **All Attachments must be signed by the proposer acknowledging receipt and acceptance of the terms contained in each document.**

SECTION 4.1: Deadline and Submittal

1. One (1) original clearly marked “original” in a binder and two (2) copies of the proposal in a binder, along with one (1) electronic version on USB drive in pdf format shall be submitted to Bridget Demonica, Staff Accountant, 13909 Florida Blvd., Livingston, LA, no later than the date and time advertised.
2. All proposals shall be received by the Livingston Parish School Board Purchasing Department no later than the date and time shown in the Schedule of Events.
3. The outside of the RFP envelope/box (or outermost envelope/box if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) **must be labeled with the following information:**
 - a. **Owner’s Name**
 - b. **Company Name**
 - c. **Request for Proposal Number**
 - d. **Louisiana Contractor's license number of the Bidder** (if applicable)
4. **Failure to label all envelopes or boxes exactly as stated above shall result in a MANDATORY rejection of this bid. LPPS does not have the right to waive informalities as dictated by public bid law. Sole responsibility for properly labeling, mailing and delivering of bids is that of the bidder.**
5. Below is a sample of a correctly worded label, this label can be cut out and used as your label(s) if desired.

Request for Proposal RFP 23-09

Company Name: _____

Address 1: _____

Address 2: _____

LA License #: _____

**Livingston Parish School Board
Business Department
Attn: Bridget Demonica
13909 Florida Blvd.
Livingston, LA 70754**

6. Proposals will only be accepted from the following three options:
 - a. Hand Delivery – Bridget Demonica, Staff Accountant, 13909 Florida Blvd., Livingston, LA
 - b. Mail – LPPS, Business Department., Attn: Bridget Demonica, 13909 Florida Blvd., Livingston, LA
 - c. Electronic Submission via <https://www.centrauctionhouse.com>
7. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Livingston Parish School Board is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.
8. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

SECTION 4.2: Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled for a two-year term to begin on or about July 1, 2023. This term may be adjusted based on scheduling discussions with the firm who is awarded the RFP. This firm may have an option to have two additional one-year extensions at the same rate. If the Contractor is unable to offer the same rates for the extension, the Owner will proceed with a new RFP.

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

SECTION 4.3: Proposer Inquiries and Point of Contact

The sole point of contact for this RFP is:

Bridget Demonica
Staff Accountant
Livingston Parish Public Schools
P.O. Box 1130
Livingston, La 70754-1130
Email: Bridget.Demonica@lpsb.org
Fax: (225) 686-4279

*All written or verbal correspondence regarding the RFP should be directed to bridget.demonica@lpsb.org.

SECTION 4.4: Preparation Costs

LPPS is not responsible for any costs associated with the preparation, submittal, or presentation of any response.

SECTION 4.5: Nondiscrimination & Equal Opportunity

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the LPPS’s contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the LPPS or in the employment practices of the LPPS’s contractors. Accordingly, all Respondents entering contracts with the LPPS shall, upon request, be required to show proof of such nondiscrimination.

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or for any other reason. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, 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 setting forth the policies of nondiscrimination.

The Contractor and all Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

SECTION 4.6: Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

LPPS encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged.

- § 200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
- The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- Affirmative steps must include:
 - Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs above

SECTION 4.7: Small Business Enterprises Participation

The LPPS encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

SECTION 4.8: Labor Surplus Firms Participation

The LPPS encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

SECTION 4.9: Veteran and Hudson Initiative Programs

The LPPS encourages participation from veteran-owned business enterprises.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/vendor/srchven2.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

SECTION 4.10: Civil Rights Compliance

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

SECTION 4.11: Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

SECTION 4.12: Anti-Kickback Lobbying & Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

SECTION 4.13: Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

SECTION 4.14: Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

SECTION 4.15: Clean Water Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

SECTION 4.16: Record Retention, Record Ownership, & Access to Records

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

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

Contractor agrees to allow the Federal government, GOSHEP or LPPS access to a contractor's records.

SECTION 4.17: Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract.

This certification is a material representation of fact relied upon by LPSB and FEMA. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to LPSB and FEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Proposers must submit proof that they are registered with www.sam.gov

SECTION 4.18: Contract Work Hours and Safety Standards Act

This contract is subject to the Contract Work Hours and Safety Act. agrees to comply with all applicable standards, orders or regulations issues pursuant to the Contract Work Hours and Safety Standards Act. Overtime requirements. Contractor shall not require or permit any of its direct laborers or mechanics in any workweek in which he or she is employed on the work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

SECTION 4.19: Termination for Cause & Termination for Convenience

LPPS may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the LPPS shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then LPPS may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

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

LPPS may terminate this Contract at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

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

SECTION 4.20: Required Review and Waiver of Objections by Respondents

Respondents should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction. Questions should be submitted in writing by Monday, April 24, 2023 to receive a written response. Questions received after this date and time may not be accepted. Responses to submitted questions will be published by close of business on Thursday, April 27, 2023. Questions can be submitted to:

Bridget Demonica
Staff Accountant
Livingston Parish Public Schools
P.O. Box 1130
Livingston, La 70754-1130
Email: bridget.demonica@lpsb.org
Fax: (225) 686-4279

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the LPPS Office prior to the deadline above.

*Submittal of a Response shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting contract, and operates as a waiver of any objection.

SECTION 4.21: Response Withdrawal

Respondents may withdraw a submitted Response at any time up to the deadline for submittal. To withdraw a Response, the Respondent must submit a written request, signed by an authorized representative, to the RFP point of contact before the deadline for submitting Statements of Qualifications. After withdrawing a previously submitted Response, the Respondent, may submit another Response at any time up to the deadline for submitting Statements of Qualifications.

SECTION 4.22: Response - Amendments and Errors

The LPPS shall not accept any amendments, revisions, or alterations to Proposals after the deadline for submittal.

Respondents are liable for all errors or omissions contained in their Proposals. Respondents shall not be allowed to alter Proposals documents after the deadline for submittal.

SECTION 4.23: Property of Response

All Statements of Qualifications and other materials submitted in response to this RFP procurement process become the property of the LPPS. Selection or rejection of a response does not affect this right. All submittal information shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon the completion of the review and evaluation of all proposals submitted in response to the RFP, all proposals shall become public documents of the LPPS and open for review by the public. By submitting a Response, the Submitter acknowledges and accepts that the full contents of the Response shall become a public record open to public inspection.

SECTION 4.24: Insurance Requirements

See Insurance requirements for Vendors, **Attachment IV; Contractors Insurance Requirements.**

SECTION 4.25: Addenda

Prior to the deadline for proposals, the LPPS reserves the right to issue addenda to the RFP Procedures and Scope of Services. Respondents are responsible for ensuring receipt of all addenda and incorporating any changes into their proposal. **Respondents shall acknowledge receipt of all addenda by listing those received in their cover letter.** The owner reserves the right to reject a proposal for failure to acknowledge receipt of any addenda. Addenda will be posted at https://www.lpsb.org/our_district/departments/business_department/purchasing_information and <https://www.centralauctionhouse.com>

SECTION 4.26: Remedies

Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

SECTION 4.27: Equal Employment Opportunity

By submitting and signing the proposal, Proposer agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Proposer shall keep informed of and comply with all Federal, State and Local laws, ordinances and regulations which affect his employees or prospective employees. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR Part 200(C))

LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBES) to participate in this proposal. All bidders/proposers contracting with LPPS are likewise encouraged to use MWBES as part of their proposals.

SECTION 4.28: Byrd Anti-Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award. (2 CFR Part 200(I)).

SECTION 4.29: Procurement of Recovered Material

Pursuant to 2 C.F.R. Part 200, Appendix II, ¶ J and 2 C.F.R. §200.322, the applicant must include a clause similar to the following:

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.”>

SECTION 4.30: No Obligation by Federal Government

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

SECTION 5.0: Evaluation Criteria and Selection Process

SECTION 5.1: Evaluation and Selection

All responses received from this RFP will be evaluated by the Selection Panel for the purpose of selecting the Proposer that provides the best value for the LPPS, taking into consideration price and other evaluation factors set forth in the RFP. The LPPS Selection Panel will review the proposals received and will then make a final vendor selection using subsequent interviews, demonstrations, reference checks, and/or site visits. The Proposer will be evaluated based upon cost effectiveness, qualifications and experience, and approach/methodology, and capacity. The award will be based on the

following:

A. QUALIFICATIONS & EXPERIENCE

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

B. APPROACH/METHODOLOGY & CAPACITY

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

C. COST PROPOSAL

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

SECTION 5.2: Proposal Evaluation Criteria

1. Executive Summary/Qualifications and Experience

0-20 pts.

- Firm/Team shall be evaluated based on project specific experience and resources.
- Does the firm's past experience indicate examples of projects with similar scope of work
- Reputation of the firm (applicant) and sub consultants for personal and professional integrity and competence.
- Specific Personnel Experience with Similar Projects must be considered

2. Approach/Methodology & Capacity

0-15 pts

- Firm/Team's response should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications.
- Responsiveness and emergency response protocols
- Ability to prioritize LPPS remediation needs
- A firm with capacity to remediate multiple facilities/campuses at one time should score higher in this category

3. Cost Effectiveness

0-15 pts

- Panel Members shall consider cost effectiveness of the proposal
- All unit costs are to be added together and the sum of unit costs will be used to identify the overall proposal. The proposals with the lowest overall cost will receive the highest score for cost effectiveness.

SECTION 5.3: Right to Reject Proposals

The LPPS reserves the right, at its sole discretion, to reject any and/or all Proposals or to cancel this RFP in its entirety. Any submittal that does not meet the requirements of this RFP may be considered to be non-responsive, and the submittal may be rejected. Respondents must comply with all of the terms of this RFP and all applicable local, state, and federal laws and regulations.

SECTION 6.0: Schedule of Events

The following RFP Schedule of Events represents the LPPS’s best **estimate** of the schedule that shall be followed. Unless otherwise specified.

The LPPS reserves the right at its sole discretion, to adjust this schedule, as it deems necessary.

Selection Process Step	Date(s)
Release and Issuance of the Request for Proposal (RFP)	Thursday, April 13, 2023
Pre-Proposal Conference - Mandatory	Friday, April 21, 2023
Written Questions Due	Monday, April 24, 2023
Date for Publishing Answers to Vendors' Questions	Thursday, April 27, 2023
Proposals Due	Tuesday, May 16, 2023
Vendor Discussions/Presentations	Tuesday, May 23, 2023 and Wednesday, May 24, 2023
Establishment of Competitive Range	Friday, May 26, 2023
Vendor Selection/ Notice of Intent to Award	Tuesday, June 6, 2023
Contract Negotiations	Friday, June 9, 2023
Board Approval	Thursday, June 15, 2023
Notice of Regret	Friday, June 16, 2023

NOTE: The Livingston Parish School Board reserves the right to deviate from these dates.

ATTACHMENT I – SCOPE OF SERVICES

LPPS owns and/or leases approximately 444 buildings throughout Livingston Parish and is seeking qualified vendors to provide emergency remediation services on an as needed basis through a selection process. The purpose of this RFP is to contract with a properly procured remediation firm to remediate damages to buildings and/or contents resulting from water, wind, mold contamination, and other natural or manmade disasters. The selected firm or firms agrees to make LPPS a priority client and provide timely services by making resources and equipment available to LPPS through this contract, following disasters or catastrophic events. Work order placement will be determined by the LPPS Risk Management Department on a “when and as needed” basis. The selected contractor shall be required to assume responsibility for all items and services offered in the bid, whether the selected contractor produces/provides them or not. Refer to **Attachment V; LPPS Guidelines for Remediation.**

Overview

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

Debris Removal

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

Document Recovery

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

Textile Restoration

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

Contents

Contractors responsible for contents shall be responsible for photographing and inventorying all contents to be discarded due to damage from the event. Inventory shall include Item description, corresponding photograph, location information (campus name, building name, room number) and final disposition (discarded, undamaged/cleaned, etc.) Contents found to be undamaged shall be properly cleaned and sanitized to be stored until restoration of the facility is completed. Storage may be the responsibility of the contractor. Included in the scope of work is the requirement for each contractor to provide detailed and accurate documentation of all activities. Supplies and equipment necessary to perform operational services shall be the responsibility of the contracted firm(s).

Minimum Services Required

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

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

Service Requirements

- Contractor will treat LPPS as a priority client, and pledge to provide priority, timely services, equipment and supplies in response to a disaster or catastrophic event, and at agreed-to locked-in unit pricing.
- Contractor shall perform all Remediation Services on an open work-order basis as requested services are received for the term of this awarded contract.
- Contractor shall have a 24-hour emergency response number, with a guaranteed two (2) hour response to make contact and provide a preliminary assessment of the services required. After the preliminary assessment is made, and the specific scope items and quantities identified and agreed upon, the Contractor must be fully mobilized and onsite with 24 hours.
- In the event of non-response from the contractor within the required two (2) hour response timeframe, LPPS reserves the right to contract services to the next lowest bidder in this selection process. More than one contractor may be selected as part of this selection process, however, in the event that more than one campus is damaged by the event, work will be assigned to contractors in order of selection score and within the operational capacity of the selected firm.
- Contractor shall perform all Covered Services in compliance with all Applicable Laws, rules and regulations, and all policy and procedural requirements of LPPS. Contractor shall use its best efforts to cooperate and coordinate with LPPS Risk Management Department personnel and other contractors who may be providing contemporaneous services.
- In association with these services, Contractor must prepare notification, certification or any other documents that are required by Applicable Laws and shall also distribute and retain in its records copies of all such documents as required by Applicable Laws.
- LPPS will only pay the unit rates as listed on the Proposer's Cost Proposal. The specific work order scope will be determined by the owner at the pre-remediation conference, to be held prior to any work beginning. The proposed quantities for each scope item in the cost proposal will be the responsibility of the remediation contractor and will be

verified with the owner to establish the overall cost of the work order prior to work beginning.

- Contractor must provide a cost reasonableness demonstration for any change order work for scope not include in the contracted unit costs and must meet FEMA requirements and should be based on RS Means or historical data.
- At the completion of work order, Contractor must provide LPPS with a comprehensive final report with detailed information that summarizes all completed services provided by Contractor and in sufficient detail to satisfy FEMA and insurance company requirements to maximize payment of claims and reimbursement of expenses.
- Contractor shall directly furnish and pay for all labor, permits, licenses, insurance, materials, tools, equipment and services required to provide the services described in this attachment or any additional services proposed by the contractor. Any billing will be solely between LPPS and the Contractor.

Changes in Work

- Contractor shall not proceed without executed/signed Change Order or other written authorization by the Owner. LPPS will only pay the unit rates for those services as listed on the Proposer's Cost Proposal. The specific work order scope will be determined by the Owner at the pre-remediation conference, to be held prior to any work beginning. The proposed quantities for each scope item in the cost proposal will be the responsibility of the remediation contractor and will be verified with the Owner to establish the overall cost of the work order prior to work beginning.
- Contractor must provide a cost reasonableness demonstration for any change order work for scope not include in the contracted unit costs and must meet FEMA requirements and should be based on RS Means or historical data.
- Two types of change orders may apply to this project:
 - Additional quantities of contracted unit costs due to additional areas/items added to the scope of work after the work order is signed;
 - Additional scope not identified or accounted for in the contracted unit costs.
- Any and all adjustments to the Contract Time requested or claimed by the Contractor as a result of a Change Order or Change Directive shall require the following written documentation and justification:
 - The Contractor's most recent schedule in use prior to the change.
 - A revised schedule indicating how the Change affects the Critical Path.
- Changes that affect or concern activities containing float or slack time (i.e. not on critical path) that can be accomplished within such float or slack time shall not result in an increase in the Contract Time.
- Before a Change Order is prepared, the Contractor shall provide and deliver to the Owner the following information, not subject to waiver, within 48 hours after being notified to prepare said Change Order.
- For Change Orders Involving Scope of Work items included in the Contracted Unit Costs, a detailed description of additional scope area/items to be added to the project and why the work is necessary, documentation that substantiates claimed quantities (i.e. drawings or dimensioned sketches or similar, and calculation of how the quantities were derived), and a total cost for the change order work. Additional Overhead and Profit will not be granted as O&P is included in the existing unit pricing.
- For Change Orders Involving Scope of Work Not Identified in the Contracted Unit Costs, the following is applicable:
 - A detailed, itemized list of materials, labor and equipment costs for each Subcontractor's and/or Sub-subcontractor's Work, including quantities and unit prices for each item.
 - A detailed, itemized list of materials, labor and equipment costs for the General Contractor's Work, including quantities and unit prices for each item.
 - Sufficient substantiating written documentation, and/or other such documentation as Owner may require, that:
 - substantiates estimated or claimed quantities (i.e. drawings or dimensioned sketches or similar.).
 - substantiates estimated or claimed unit costs (i.e. orders, quotes, delivery tickets or similar.).
 - substantiates estimated or claimed equipment costs (i.e. equipment rental agreement or Contractor-owned equipment rental rate list from approved project submittals).
- After a Change Order has been approved, no future request for extension/adjustments of Contract Time, Sum or cost shall be considered for that particular Change Order.

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

■ 9.0 Review, Approval, and Payment of Services

- All services performed by contractor under this agreement shall be subject to the review and approval of the Contract Coordinator.
- The Contract Coordinator shall decide all questions that may arise as to Contractor's obligations hereunder.
- LPPS will only pay the rates as listed on the Proposer's Cost Proposal (or their Standard Cost Schedule if the item in question is not part of the Remediation Services Cost Proposal). Thus, if the Contractor should rent or sub-contract any items listed on the cost proposal to perform the services, LPPS will not be responsible for any difference in the rental rate and prices quoted in the cost schedules.

Authorized Signature: _____

Printed Name: _____

Title and Company: _____

Date: _____

ATTACHMENT II – CERTIFICATION STATEMENT

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

OFFICIAL CONTACT: LPPS 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 LPPS to contact the above-named person or otherwise verify the information provided.

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

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

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

Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Proposer certifies, by signing and submitting a proposal, 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. Proposers should be registered at www.sam.gov and lslbc.louisiana.gov.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

License #: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature of Proposer’s Authorized Representative

Date

ATTACHMENT III - COST PROPOSAL

(Cost Proposal should be submitted under separate cover and not with Technical Proposal)

Interior Scope Items:	UNIT	UNIT COST
Structural Drying & Dehumidification of CMU & plaster (per SF of floor area)	1 SF	
Structural Drying & Dehumidification of structural framing (per SF of floor area)	1 SF	
Dewatering at grade where standing water exists	1 SF	
Dewatering below or sunken where standing water exist	1 SF	
Remove resilient floor tile	1 SF	
Remove carpet flooring	1 SF	
Remove base molding (rubber, vinyl, wood)	1 LF	
Remove ceramic base molding	1 LF	
Remove ceiling tiles	1 SF	
Remove ceramic tile (walls)	1 SF	
Remove Drywall (ceiling/walls)	1 SF	
Remove wall/ceiling insulation	1 SF	
Clean, disinfect & Apply Anti-microbial agent (includes all porous & nonporous surfaces & contents where applicable) overall SF of damaged area	1 SF	
Asbestos Abatement		
Ceiling Tile	1 SF	
Asbestos Tile (VAT)	1 SF	
Removal of flooring adhesive	1 SF	
Water pipes	1 LF	
HVAC ducts	1 LF	
Drywall	1 SF	
Insulation	1 SF	
Clean wall surface	1 SF	
Clean floor surface	1 SF	
Remove doors	1 EA	
Remove wood door & window frames	1 EA	
Remove, salvage, and inventory door hardware	1 EA	
Remove marker board/tack board	1 SF	
Remove millwork/shelving/cabinetry	1 LF	
Remove fixtures (toilet, urinal, lavatory, SS sink)	1 EA	
Clean fixtures (toilet, urinal, lavatory, SS sink)	1 EA	
Remove toilet partition (per stall)	1 EA	
Remove wall mounted toilet accessories	1 EA	
Contents removal, packing, photographs, and inventory (overall SF of damaged area). Includes appliances	1 SF	
Document Restoration	1 Cu.Ft.	
Temporary Ductwork	1 LF	
HVAC Duct Cleaning	1 LF	
Temporary HVAC Units	1 SF	
Dumpster load/disposal of compromised building materials and/or contents (approx. 40 yds, 7-8 tons of debris)	1 EA	

Exterior Scope Items	UNIT	UNIT COST
Temp Power/Generators (daily rate)		
<10 KW	1 EA	
20 KW	1 EA	
40 KW	1 EA	
125 KW	1 EA	
350 KW	1 EA	
#2 Wire Banded Stage Cabling (daily rate)	1 LF	
Power Distribution Cart, 120/208VAC, (daily rate)	1 EA	
Connex Box/Storage containers	1 EA	
Tarp Roof	SF	
Clean with pressure wash/chemical spray	SF	
Boarding/Weatherproofing of exterior windows and doors	SF	
Temporary barriers and fencing	LF	
Removal of Debris on Grounds (collection, hauling, and disposal)	Cu.Yd.	

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

Authorized Signature: _____

Printed Name: _____

Title and Company: _____

Date: _____

ATTACHMENT IV – CONTRACTOR INSURANCE REQUIREMENTS

GENERAL

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

LIABILITY

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

AUTOMOBILE

- \$1,000,000 CSL for any Owned, Non-owned or Hired Automobiles
- Additional Insured and Waiver of Subrogation in favor of Livingston Parish School Board

WORKERS COMPENSATION

- \$1,000,000/1,000,000/1,000,000 Employers Liability
- Waiver of Subrogation in favor of Livingston Parish School Board

OTHER

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

Authorized Signature: _____

Printed Name: _____

Title and Company: _____

Date: _____

ATTACHMENT V – GUIDELINES FOR REMEDIATION

SUMMARY OF THE WORK

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

SITE LOCATION: Livingston Parish Schools

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

SECTION 02100 - CLEANING AND DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

Perform all demolition and cleaning work as specifically indicated and as otherwise required to achieve the results indicated in the Project Manual.

Demolition in this context refers to clarifying conditions and is not intended to portray the full scope of all possible demolition work.

1.2 PRECAUTIONS

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

1.3 PROTECTION

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

1.4 COORDINATION

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

PART 2 - PRODUCTS

2.1 AIR SCRUBBER

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

2.2 CLEANING AGENTS

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

PART 3 - EXECUTION

3.1 REMOVAL

Limit demolition and removal to the areas and extent necessary to accomplish the finished results intended. Any demolition beyond what is required shall be replaced to match existing. All demolished materials not indicated for reuse or for return to the Owner shall be removed promptly from the site by the Contractor.

It is impossible to show every detail of demolition. However, when removing existing equipment, piping, conduit and structural elements, relocate items back to a point where they are structurally secure and back to a point where they are no longer visible or exposed in occupied spaces or hinder activity or passage or to a location where these elements will no longer pose a safety hazard. All components shall be terminated in a safe and proper manner.

3.2 CLEANING

All non-painted gypsum board walls shall be HEPA vacuumed.

All floor and wall surfaces shall be mopped or wiped clean with the cleaning agent.

The railings shall be wiped clean with the cleaning agent.

The walls, floors and windows to remain shall be cleaned with the cleaning agent.

3.3 FURNISHING REMOVAL

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

Numbering may be accomplished with permanent markers on the items, separate sheet of paper secured to the item or with dry-erase boards placed on each item when photographed.

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

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

3.4 SALVAGE

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

The Contractor's bid price shall reflect the salvage value for any items that may be salvaged by the Contractor.

3.5 DISPOSAL

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

3.6 TEMPORARY POWER AND LIGHTING

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

3.7 SAFETY

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

END OF SECTION 02100

SECTION 23 84 00 – TEMPORARY DEHUMIDIFICATION AND CLIMATE CONTROL

PART 1 - GENERAL

1.1 GENERAL

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

1.2 REFERENCES

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

1.3 SUBMITTALS

- Submit in accordance with Division 15 as previously noted.
- Product Data; Provide complete list and product data for the following:
 - Dehumidification, and/or Climate Control Equipment
 - Humidistat, and/or Thermostat Control
 - Temporary air distribution, chilled water hose, gas piping, electrical cable, and accessories
 - Temporary power and/or Job site fuel requirements
 - All temporary power/fuel requirements shall be the responsibility of the contractor.
 - Shop Drawings, including
 - Equipment Layout Plan indicating planned equipment location and approximate routing of air distribution, electrical cable, chilled water hose and/or gas piping.
 - Plan for staging and sequencing.
 - Layout of enclosures and barricades.
 - Certification: Indicating equipment and material comply with requirements. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 QUALITY ASSURANCE

- Electrical Components, Devices, and Accessories: Comply with NECA, NEMA, CSA and UL requirements. Comply with NFPA 70.
- Fabricate and label refrigeration system to comply with ASHRAE Standard 15.
- Desiccant wheels shall be bacteriostatic and non-toxic. The wheel shall be manufactured under ISO 9001 certification. The glass fibers, which form the support matrix, shall be made from uniform continuous strands larger than five (5) microns in diameter which are irrespirable and are not considered a possible health risk by the International Agency for Research on Cancer. The wheel shall be tested according to ASTM E84 with a flame-spread index of zero (0) and a smoke developed index of ten (10).

PART 2 - PRODUCTS

2.1 EQUIPMENT, GENERAL

- Provide equipment manufactured specifically for temporary dehumidification, climate control and drying.
- Permanent HVAC systems shall not be used to dehumidify or temper the air during construction. Dehumidification shall be provided by temporary equipment defined in this section.
- Temporary Climate Control Performance Criteria:
- Supply air quantities: One air change every 120 minutes, minimum.
- Filtration for OA: thirty (30) percent minimum

2.2 TEMPORARY DEHUMIDIFICATION EQUIPMENT

- Basis of Design: Desiccant dehumidifiers, as manufactured by Munters Corp., Dehumidification Technologies, LP, or equal.
- Provide desiccant dehumidifiers with a single rotary desiccant wheel capable of fully automatic continuous operation.
- Minimum wheel depth shall be eighteen (18) inches.
- Dehumidification equipment shall utilize 100 percent outside air. Inside air shall not re-circulate through dehumidification equipment without prior approval based on indoor air quality conditions.

2.3 TEMPORARY COOLING UNITS

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

2.4 TEMPORARY HEATING UNITS

- Basis of Design: List the system description for the selected temporary heating units to be utilized for

this project:

- Provide electric, diesel fired gas or propane heating equipment.
- Equip heaters with controls that will automatically turn the heater off if the airflow is interrupted or the internal temperature of the heater exceeds its design temperature or that of the supply duct.
- Heating units shall utilize 100% outside air. Inside air shall not recirculate through heating equipment without prior approval based on indoor air quality conditions.

2.5 TEMPORARY DUCTWORK AND AIR DISTRIBUTION

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

2.6 MONITORING DEVICES

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 APPLICATION OF TEMPORARY DEHUMIDIFICATION AND/OR CLIMATE CONTROL

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

3.3 TESTING

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

3.4 REMOVAL OF TEMPORARY FACILITIES

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

3.5 CLEANING

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

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

Decontamination and drying for different building elements

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

Decontamination and drying for different building elements (continued)

Component	Decontamination	Drying
<i>Floors</i>		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Step 8. Clean surrounding area as needed.

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

Step 10. Perform a thorough post-remediation evaluation and document work performed. Evaluate cleaning practices using previously identified evaluation methods to determine if clearance requirements have been satisfied.

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

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

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

WORK PROCEDURES FOR MOLD REMEDIATION

CLEANING NON-POROUS SURFACES AND CONTENTS

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

CLEANING POROUS CONTENTS

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



Livingston Parish Public Schools

Excellence in Education!

13909 Florida Boulevard
P.O. Box 1130
Livingston, Louisiana 70754-1130
Phone: (225) 686-7044 Fax: (225) 686-3052 Website: www.lpsb.org

Alan "Joe" Murphy
Superintendent

Steve Parrill
Assistant Superintendent

Jody Purvis
Assistant Superintendent

MASTER SERVICES AGREEMENT FOR REMEDIATION SERVICES

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

By and between:

Livingston Parish Public Schools

13909 Florida Blvd.
Livingston, LA 70785

and

Contractor: _____ (hereinafter, "Contractor")

Address: _____

Tax Id: _____

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

1. SCOPE OF SERVICES

Contractor, from time to time and upon execution by Owner and Contractor of a Task Order specifying the services to be performed and/or materials and equipment to be supplied ("Task Order"), shall furnish the equipment and personnel required to perform the work and/or services set forth in the Task Order ("Work").

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

2. SERVICES TO BE PERFORMED BY THE OWNER

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

3. AGREEMENT TERM

The term of this Agreement shall commence upon the date of this Agreement first written above and shall terminate two-years from the execution of this Master Services Agreement. The Owner has the right to offer the firm a two one-year extensions with the same rate if both parties mutually agree upon written amendment to the existing contract. If the Contractor is unable to offer the same rates for the extension, the Owner will proceed with a new RFP.

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

4. COMPENSATION

In consideration of the services described in *Exhibit A Attachment III-Cost Proposal from the Pre-Positioned Emergency Remediation Service Agreement RFP*, the Owner hereby agrees to pay the Contractor in accordance with the terms of the applicable Task Order.

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

5. OWNERSHIP OF DOCUMENTS

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

6. TERMINATION AND SUSPENSION

The Owner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, provided that the Owner shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the Owner may, at its option, place the Contractor in default and the Agreement shall terminate on a second notice.

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

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

Should the Owner find it necessary to suspend the work for lack of funding or other circumstances

beyond its control, this may be done by thirty (30) days written notice given by the Owner to that effect. If the Agreement is suspended for more than thirty (30) consecutive calendar days, the Contractor shall be compensated for services performed prior to the notice of suspension. When the

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

7. COMPLIANCE WITH LAWS AND ORDINANCES

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

8. ASSIGNMENT OF AGREEMENT

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

9. INSURANCE

See Attachment IV for Contractors Insurance Requirements

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

11. NO AGENCY CREATED

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

12. DISPUTE RESOLUTION

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

13. GOVERNING LAW; SEVERABILITY

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

14. ENTIRE AGREEMENT

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

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

WITNESSES:

LIVINGSTON PARISH SCHOOL BOARD

By: _____

By: _____

Signature: _____

Title: _____

Date: _____

By: _____

By: _____

Signature: _____

Title: _____

Date: _____

CONTRACTOR:

Authorized Signature: _____

Printed Name: _____

Title and Company: _____

Date: _____

SAMPLE