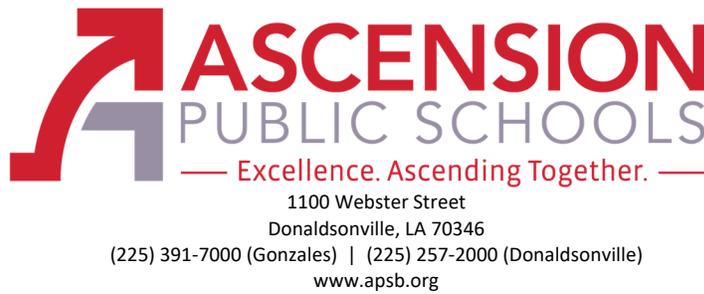


David Alexander
Superintendent

Taft Kleinpeter
Board President
District 5B

Troy Gautreau, Sr.
Vice President
District 7A



Robyn Penn Delaney, District 1
Scott Duplechein, District 2
Julie Blouin, District 3
Marty J. Bourgeois, District 4A
John Murphy, District 4B
John DeFrances, District 5A
Jared Bercegeay, District 6A
Louis Lambert, District 6B
Patricia Russo, District 7B

RFP-5120

Addendum No. 2

April 23, 2019

Clarifications:

1. Attached is the Pre-Bid Conference Sign-In Sheet for the Pre-Proposal Conference held at 10:00am, April 12, 2019. Advanced Environmental signed in after 10:00am and is ineligible to submit a proposal as a prime contractor.
2. The unit cost, within Attachment III-Cost Proposal, should be all inclusive of the contractor's expenses to complete the scope of work. This is to include, but not limited to, General Conditions, Overhead and Profit, Insurances and Liabilities, Equipment Rental, Labor and Material, etc.
3. Can the 3 years of financial statements be submitted separately to APSB in order to keep these documents confidential? *This section will be removed from the Procedures, and the Available Funds for Construction will be requested for previous work expenses.*
4. Can our Industry Standard Rate Schedule be submitted for comparison/consideration in lieu of or in addition to the cost proposal rate schedule within the RFP? *No. Bidders will be scored on the completion of Attachment III – Cost Proposal.*
5. Are unit cost in the RFP to be based on an area-wide catastrophe? *Unit pricing is to be all inclusive for any scenario.*
6. Structural Drying and Dehumidification – Please identify an average ceiling height to be used for this calculation. *Ceiling heights are not available at this time. Unit pricing on Attachment III – Cost Proposal unit cost will remain as indicated.*
7. Dewatering (where standing water exists) – Please identify an average depth of water to be used for this calculation. *Refer to the revised Attachment III – Cost Proposal which identifies Dewatering for surfaces at grade vs. below grade or sunken spaces.*

8. Temporary Power/Generator – Please identify size of generator required and duration to be bid. Also, cabling, distribution panels and fueling (if required) and duration to be bid. *Refer to the revised Attachment III – Cost Proposal which identifies revised categories and units.*
9. Document Restoration – What is included in the restoration? *See Section 3.0 Document Restoration, within the Procedures, for further information.*
10. Temporary Ductwork – Is this for dehumidification and temporary heating/cooling? *Yes.*
11. Should mobilization, lodging, per diem, etc. be worked into the cost proposal items? *Unit Cost should be all inclusive to complete the scope of work.*
12. Is it possible for the bid to be submitted in separate categories for catastrophe and non-catastrophe? *No.*
13. Being a local vendor, we can respond to any size disaster within 1-4 hours in a non-CAT event, while a CAT event might present the need for us to call on our ERT vendor out of Birmingham or Colorado for resources such as large-scale power and/or drying equipment. Should consideration be given or should pricing be based on one or the other? *No. Unit pricing is to be all inclusive for any scenario.*
14. What size of generator would you like us to provide a unit cost for? *The generator size will be indicated in the revised Attachment III – Cost Proposal.*
15. What type of building material should we provide a unit cost for the Structural Drying and Dehumidification (per SF of floor area)? *The Drying and Dehumidification categories will be divided in the revised Attachment III – Cost Proposal.*

Proposal:

Procedures; 4.0 Proposal; 3. Qualifications & Experiences; Bullet #5:

1. Replace the last sentence with:
 - This description should provide the technical services that the Proposer provided on the project and the monetary value for the scope of services.

Procedures; 4.0 Proposal; 7. Finances:

1. Delete this section.

Procedures; 4.0 Proposal; 8. Cost Proposal:

1. Add the following sentence:
 - The proposer's total Unit Cost will be inserted into the provided formula and points will be given by the Committee accordingly.

Procedures; Section 4.6:

1. Replace with the following:

■ **4.6 Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**

APSB 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.

(a) 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.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Procedures; Sections 4.26 – 4.31:

1. Add the following sections:

■ **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.

■ 4.27 Equal Employment Opportunity

Pursuant to 2 C.F.R. Part 200, Appendix II, ¶ C, the applicant must include *all* clauses from 41 C.F.R. § 60- 1.4(b). These are:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

■ 4.28 Byrd Anti-Lobbying

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

- **Sample clause:** “Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

- **Sample Certification:** Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

■ 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:

- “(1) 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—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) 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>.”

■ 4.30 Bonding Requirements

The following minimum requirements would apply to this contract pursuant to 2 C.F.R. §200.325:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

■ 4.31 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.*”

Procedures; 5.2 Selection Process; 3. Cost Effectiveness:

1. Replace the last sentence with:
 - The proposals with the lowest overall cost will receive the highest score for cost effectiveness based on this formula for scoring cost:

$$CS = (LPC/PC * 40)$$

where CS = Computed Cost Score for Proposer.

LPC = Lowest Proposed Cost of all Proposers.

PL = Proposer's Cost.

Procedures; 7.0 Changes in the Work:

1. Add the following added section. (See attached)

Attachment I – Scope of Services; 7.0 Service Requirements:

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

Attachment III – Cost Proposal:

1. Replace with the revised version within this addendum. (See attached)

Attachment VI – Sample Contract; 4. Compensation:

1. Add the following sentence:
 - 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.

End of Addendum No. 2



EVERY CHILD SUCCESSFUL
IN AN EVER-CHANGING WORLD

Pre-Bid Conference Sign-In Sheet

RFP-5120

Pre- Positioned Emergency Remediation Services

Please print

Company Name	Representative's Name	Phone Number	E-mail Address
Rainbow Intl of Baton Rouge	Tanya Treuil	225-235-8601	ttreuil@rbwgbr.com
LLC Environmental Construction	Eddie Guillory	504-307-7304	edguillory@llcenvironmental.com
SERUPO OF EAST B.R.	DAVID ANZUINO	225-312-4073	david@seruproofeastbr.com
SERUPRO OF EAST BR	Kevin Williams	985-753-3434	Kevin@seruproofeastbr.com
DSI Holdings Corporation DBA ServiceMaster DSI	Craig Borowski	866-918-5423	craig.borowski@smdsi.com
DSI Holdings Corporation DBA ServiceMaster DSI	Michael Veldman	630-816-3528	Michael.Veldman@smdsi.com
BNS CAT	Victor Cox	817-371-4596	vcox@bns-cat.com
Serpro of Acadian Parish	Daren Dugatchka	225-268-9083	daren@serproofpar.com
Advanced Envir.	Julie Hatchell	225-235-1237	julie@adrenvir.com

■ 7.0 Changes in the Work

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

- i) substantiates estimated or claimed quantities (i.e. drawings or dimensioned sketches or similar.).
- ii) substantiates estimated or claimed unit costs (i.e. orders, quotes, delivery tickets or similar.).
- iii) substantiates estimated or claimed equipment costs (i.e. equipment rental agreement or Contractor-owned equipment rental rate list from approved project submittals).

d) Overhead and Profit requested must follow Section 7.0; Item 12.

9. After a Change Order has been approved, no future request for extension/adjustments of Contract Time, Sum or cost shall be considered for that particular Change Order.

10. The Contractor will prepare a draft of the proposed Change Order. If all parties are in agreement to the scope of work changes and the Change Order is signed within 48 hours of the original issuance, it shall be made part of the Contract Documents. If agreement is not reached within that time frame, the Owner reserves the right to instruct the Contractor to issue a Change Directive, which will be administered per the next section.

11. For any item submitted as a Change Directive to determine adjustments to Contract Sum, the Contractor shall keep and present copies of actual paid invoices, and/or other such documentation as Owner may require, that substantiates claimed quantities actually purchased, unit costs actually paid, and the costs actually paid for equipment usage.

12. Portions of profit and overhead included in the Change Order, shall not exceed the following:

- a) For the Contractor for work that is performed with its own forces, not to exceed 15% of the cost of the items listed above.
- b) For the Contractor for work performed by his Subcontractor, 5% of the amount due the Subcontractor.
- c) For each Subcontractor, or Subcontractor involved, for work performed by that Subcontractor's of Subcontractor's own forces, 15%.
- d) For each Subcontractor, for work performed by the Subcontractor's Subcontractors, 5% of the amount due to the Subcontractor.
- e) In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, and subcontractors. Labor and materials shall be itemized in the manner specified above. Where major cost items are Subcontractor's cost items, they shall be itemized also.

13. Changes in the Work performed by the Contractor without approval or consent of the Owner shall be performed at no cost to the Owner and without adjustment in the Contract Time.

14. By executing the Change Order, the Contractor acknowledges that the Owner bears no responsibility for the conditions resulting in the change to the scope of work. The Change Order is for the full and final amount of the Contract Sum and the Contract Time adjustments due the Contractor for all additional Work related to the Change Order. Any stated extension of Contract Time is equitable in nature and the Contractor waives any further claims for any additional Contract Time or any Contract Sum for whatever reason and of whatever kind, whether direct or indirect costs, profit, overhead or any other expenses for the work, enumerated in the Change Order and any and all claims for an extension of Contract Time or additional Contract Sum are waived in their entirety.

ATTACHMENT III - COST PROPOSAL

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

Interior Scope Items:	UNIT	UNIT COST
Structural Drying & Dehumidification of CMU and plaster (per SF of floor area)	1 SF	
Structural Drying & Dehumidification of structural framing (per SF of floor area)	1 SF	
Dewatering surfaces at grade where standing water exists	1 SF	
Dewatering surfaces below or sunken where standing water exist	1 CF	
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	
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
40kw Temp Power/Generators, (daily rate)	1 EA	
#2 5-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	1 SF	
Clean with pressure wash/chemical spray	1 SF	
Boarding/Weatherproofing of exterior windows and doors	1 SF	
Temporary barriers and fencing	1 LF	
Removal of Debris on Grounds (collection, hauling, and disposal)	1 Cu.Yd.	
TOTAL		

¹ 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: _____

Typed or Printed Name: _____

Title and Company: _____

Date: _____