



REQUEST FOR PROPOSALS

for

FACILITIES MAINTENANCE SERVICES

PREPARED BY

Firstline Schools
300 North Broad Street, Suite 207
NEW ORLEANS, LOUISIANA 70119

MANDATORY PRE-BID CONFERENCE DATE and LOCATION:

Wednesday, September 10, 2014 at 11 A.M. CST

300 North Broad Street, Suite 207, New Orleans, LA. 70119

QUESTIONS DUE: Wednesday, September 24, 2014 by 3 P.M. CST by email

BID DATE: Friday, October 3, 2014 by 5 P.M. CST by email

FirstLine Schools (FirstLine) invites Request for Proposals for the services set forth above in accordance with the specifications enclosed herewith.

Request for Proposals MUST be received at FirstLine Schools (FirstLine) Offices by the date and time set as the Request for Proposals Receipt Deadline.

SUPPLIER PROPOSAL CHECKLIST

The following items must be submitted as noted in order to be considered responsive:

- _____ Non-Collusion Affidavit
- _____ Responsibility Disclosure
- _____ Proof of Small Business Certification
- _____ Evidence of Insurance*

*Successful Contractor must submit Certificate of Insurance prior to award.

INSTRUCTIONS FOR OBTAINING FORMS

Go to FirstLine Schools (FirstLine) official web site at <http://www.FirstlineSchools.org> and click on "FirstLine RFPs" on the bottom menu. Or go to the direct link at <http://www.firstlineschools.org/firstline-rfps.html>.

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ATTACHMENT A – Non-Collusion Affidavit

ATTACHMENT B – Responsibility Disclosure

I. INSTRUCTIONS TO PROPOSERS

1.1 REQUEST FOR PROPOSALS

Proposals shall provide a straight forward, concise delineation of the proposer’s capability to satisfy the requirements of the Request for Proposal. Each proposal shall be in the requested format, and provide all pertinent information including but not limited to information relevant to personnel assignments, specifications/scope of work, work completion, etc., as provided in this Request for Proposal. Each proposal shall be signed in ink by a duly authorized officer of the company.

1.2 PROPOSAL SUBMISSIONS

Request for proposals can be made via electronic mail to Rebekah Cain, Director of Operations at rcain@firstlineschools.org until 5:00 P.M., on the date established as the proposal receipt deadline and 1 original hardcopy mailed to: FirstLine Schools, Attn: Facilities Services Procurement, 300 North Broad Street, Suite 207, New Orleans, LA 70119. Proposals received after the specified date and time shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposal.

1.3 REQUEST FOR PROPOSAL STATEMENT REQUIREMENTS

Envelope 1

Cover Letter

Company Overview

Approach to Facilities Services

 Routine Maintenance less than \$5000

 Emergency Service

 Capital Maintenance less than \$150,000

Staff Experience

 Staffing Plan

 Organization Chart

 Key Personnel Resumes

Performance History

Price Proposal

Attachments

1.4 PROPOSAL REVIEW PROCEDURE

For the purposes of this paragraph, all proposals must be received by FirstLine Schools, hereinafter (FirstLine) no later than 5:00 p.m. CST on the date specified as the deadline for the proposal.

a. Request for Modification or Clarification

This section establishes procedures for proposers to seek review of this Request for Proposals and any addenda. Proposers may discuss this Request for Proposals and any addenda with FirstLine. Such discussions do not, however, relieve proposers from the responsibility of submitting written,

documented requests.

Proposers may submit to FirstLine requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request for Proposals and/or in any addendum hereto. Any such request must be received by FirstLine, in writing, not less than six (6) calendar days before the date of scheduled proposal receipt deadline. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.

FirstLine will issue a written determination relative to each request made pursuant to this procedure. The written determination will be emailed or otherwise furnished to all proposers at least three (3) calendar days before the date scheduled as the proposal receipt deadline.

b. Protest Procedures

The following is an explanation of FirstLine protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Finance. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to FirstLine at least seven (7) calendar days prior to proposal receipt deadline. A protest with regard to the award of a contract shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the PO shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the PO or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative and judicial review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the Chief Operating Officer (COO).

In the event of a timely protest under these regulations, FirstLine shall not proceed further with the solicitation or with the award of the contract unless the COO makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of FirstLine.

1.5 CONTRACT DOCUMENTATION

Any contract resulting from this solicitation shall contain the terms and conditions included in this Request for Proposals and any addenda issued pursuant hereto.

1.6 COST OF REQUEST FOR PROPOSAL

Any costs incurred by proposers responding to this Request for Proposal, in anticipation of receiving a contract award, will not be reimbursed by FirstLine. Payments will only be made pursuant to a contract between FirstLine and the successful proposer.

1.7 PROPOSAL POSTPONEMENT AND ADDENDA

FirstLine reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the deadline date for proposal receipt. Copies of such addenda shall be furnished to all prospective proposers. Where such addenda require changes in the services, the final date set for proposal receipt may be postponed by such number of days as in the opinion of FirstLine shall enable prospective proposers to revise proposals.

1.8 CANCELLATION OF REQUEST FOR PROPOSALS

FirstLine reserves the right to cancel this Request for Proposals in whole or in part upon written determination by the Director of Finance that such cancellation is in the best interest of FirstLine.

1.9 PROPOSALS REJECTION

FirstLine reserves the right to accept or reject any and all proposals.

1.10 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this Request for Proposals, once a scope of work is negotiated with the respondent, a detailed cost/price analysis and evaluation and/or audit may be performed in order to determine if the offer is fair and reasonable.

1.11 PROPOSAL WITHDRAWAL

Prior to the date and time set for the proposal receipt deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile or electronic mail. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, facsimile or electronic mail notices shall be received by FirstLine's, Broad Street offices no later than the date scheduled as the proposal receipt deadline. After the proposal deadline, proposals may not be withdrawn for sixty (60) calendar days.

1.12 ACCEPTANCE OF PROPOSALS

Each proposal shall be with the understanding that it is subject to negotiation at the option of FirstLine. Upon acceptance in writing by FirstLine of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this Request for Proposals, as negotiated.

1.13 EVALUATION OF PROPOSALS

The evaluation criteria are provided in this Request for Proposals. The proposal receiving the highest point total during the evaluation phase of the selection process will be called in for scope of work and fee negotiations. The contract will be awarded to the most qualified firm for which fair and reasonable compensation can be determined. FirstLine shall have the right to conduct any reviews it deems necessary and audit the business records of any and all proposers to determine the fairness and reasonableness of the offer.

1.14 AWARD PROCEDURE

Within a reasonable time after the proposal receipt deadline, FirstLine will transmit the contract documents to the Proposer. The contract documents will, at a minimum, consist of this Request for Proposals and any addenda thereto, the Proposer's submission, FirstLine's standard contract provisions and provisions required by the Recovery School District.

1.15 OFFERS

Each fee proposal shall include a comprehensive assessment of all labor, materials, tools, equipment, and all other elements necessary to fully complete the scope of services pursuant to the scope of work provided herein. Any omissions from such specifications which are clearly necessary for the completion of the work specified herein shall be considered a portion of this Request for Proposals.

1.16 ADDENDA

Proposers shall acknowledge receipt of all addenda to this Request for Proposals. Acknowledged receipt of each addendum shall be clearly established and included with each proposal. The undersigned acknowledges receipt of the following addenda.

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Company Name

Company Representative

II. TERMS AND CONDITIONS

2.1 OMISSIONS

Notwithstanding the provision of the scope of work, plans or other data provided by FirstLine the Proposer shall have the responsibility of supplying all items and details required to perform the services specified.

2.2 COMMUNICATIONS

All official communications in connection with this contract shall be in writing.

2.3 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressee or Purchasing Officer.

2.4 PERFORMANCE

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if approved to subcontract, shall be fully responsible for all work performed by subcontractors.

2.5 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless FirstLine, their directors, officers, employees and agents from and against all liability, including strict liability, claims, demands, and causes of action brought by others against FirstLine, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of FirstLine, and arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by Contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from FirstLine's negligence.

2.6 SUBCONTRACTING AND ASSIGNMENT

No portion of this contract may be, reassigned, transferred, or sublet without the written approval of FirstLine. Once approved to subcontract, no subcontractor may be replaced without the written approval of FirstLine.

2.7 CONFIDENTIALITY

Contractor agrees that any and all information, in oral or written form, whether obtained from FirstLine, its agents or assigns, or other sources, or generated by Contractor pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Contractor

further agrees to keep in absolute confidence all data relative to the business of FirstLine, their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Contractor without written approval of FirstLine.

2.8 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association. The decision of the Arbitrator shall be final and conclusive unless within seven (7) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Arbitrator. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Arbitrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

2.9 TERMINATION

a. Termination for Convenience (General Provision) - FirstLine may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in FirstLine best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to FirstLine to be paid the Contractor. If the Contractor has any property in its possession belonging to FirstLine, the Contractor will account for the same, and dispose of it in the manner FirstLine directs.

b. Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, FirstLine may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by FirstLine that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, FirstLine, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) - FirstLine at its sole discretion may, in the case of a termination for breach or default, allow the Contractor seven (7) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to FirstLine satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from FirstLine setting forth the nature of said breach or default, FirstLine shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for

default shall not in any way operate to preclude FirstLine from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that FirstLine elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FirstLine shall not limit FirstLine remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

2.10 ACCESS TO RECORDS

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than one (1) year after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until FirstLine, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto.

2.11 OWNERSHIP OF DOCUMENTS

Any documents, reports or data generated by the Contractor in connection with this project shall become the sole property of FirstLine, subject to any rights asserted by FirstLine. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from FirstLine .

2.12 CONFLICT OF INTEREST

No Board Member, employee, officer or agent, or employee of such agent of FirstLine Schools (FirstLine) shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The Board Member, employee, officer or agent, or employee of such agent;
- b. Any member of his immediate family;
- c. His or her partner; or
- d. An organization which employs, or is about to employ any of the above, has a direct or indirect, present or future financial or other interest in the firm selected for award.

The FirstLine Schools (FirstLine) Board Members, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub- agreements.

2.13 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color,

sex, age, or national origin. Such actions 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.14 FAIR WAGE POLICY

(1) The contractor and each of its subcontractors shall pay all employees a minimum wage of not less than \$10.50 per hour; employee pay shall be commensurate with training, skill and experience.

(2) The contractor and each of its subcontractors shall post the scale of wages in a prominent and easily accessible place at the worksite where work is performed in connection with the contract;

(3) The contractor and each of its subcontractors shall ensure that the majority of each applicable unit is comprised of full-time employees;

(4) The contractor and each of its subcontractors shall provide all full-time employees with no fewer than 5 paid vacation and/or sick days per year;

(5) The contractor shall submit to FirstLine, as requested but no less than once per quarter, a certified copy of each [weekly/bi-weekly] payroll, including the payroll of each subcontractor, on work covered by the contract, containing the name, job classification (including whether the individual is a full-time or part-time employee), number of hours worked each day (regular and overtime), total hours worked each week (regular and overtime), rate of pay including overtime rate, fringe benefit payments, all payroll deductions other than those required by federal, state, or local statutes, and the total amount earned during such period by each employee on such covered work;

(6) If the contractor or any of its subcontractors fails to pay the wages provided for in the contract, FirstLine may, after thirty (30) calendar days written notice to the principal contractor, withhold from the contractor so much of the accrued payments as may be considered necessary to pay employees of the contractor or any of its subcontractors for all unpaid wages and compensation. FirstLine may also, in its sole discretion, deem the contractor or any of its subcontractors, whichever fails to make the required payments, ineligible to bid on any of FirstLine's other projects, programs, or services for a period of two (2) years from the date the contract violation occurred, provided the failure to make the required payments constitutes a willful and intentional violation of the contract requirements. If the contractor or any of its subcontractors fails to submit the payrolls provided for in subsection five (5) of these stipulations, FirstLine may, after thirty (30) days written notice to the principal contractor, take such action as may be necessary to cause the suspension of any further payments until such payrolls are submitted.

2.15 CIVIL RIGHTS ACT

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect facility service activities at FirstLine. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. 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. In addition, the Contractor agrees to comply with any implementing requirements the Department of Education (DOE) may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements DOE may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, FirstLine to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements DOE may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal or State assistance provided by DOE, modified only if necessary to identify the affected parties.

2.16 SMALL BUSINESS ONLY COMPETITIVE PROCUREMENT

Businesses that are currently certified by the Department of Transportation, or other certifying agency, as a Disadvantaged Business Enterprise (DBE), as certified with the Louisiana Unified Certification Program, Small and Local Disadvantaged Business Enterprise, as certified through the City of New Orleans, and any business certified through the Small Business Administration, must submit a current and valid certification from the certifying agency.

2.17 PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of FirstLine:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of FirstLine before the Contractor or its employees operate a system of records on behalf FirstLine. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2.18 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, FirstLine shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of FirstLine for the purpose of Workers' Compensation coverage.

2.19 INSURANCE AND LICENSES

The Contractor shall at all times during the contract period carry all insurance and licenses as required by law. A valid Louisiana State Contractor's License must be in effect at the time of the bid.

In addition to insurance required by law, Contractor shall at all-time carry, with an insurance company acceptable to FirstLine, the following types and amounts of insurance. Prior to contract execution, the Contractor shall furnish to FirstLine certificates showing types, amounts, class of operation covered, effective dates and dates of expiration of policies.

Workers' Compensation Insurance in Statutory Amounts required by the State of Louisiana;
Employer's Liability Insurance with limits of at least \$500,000;
Vehicle Liability Insurance both owned and hired vehicles in the amount of \$1,000,000.00 and
General Liability Insurance in the amount of \$2,000,000.00 per occurrence and \$4,000,000 in aggregate. For protection of FirstLine, all insurance required above shall name FirstLine as additional insured and shall provide a waiver of subrogation as to FirstLine. All insurance policies provided in connection with this contract shall provide that the insurance may not be canceled or changed without thirty (30) days prior notice to FirstLine. If FirstLine rejects any policy obtained in connection herewith, Contractor shall obtain the same insurance from a company acceptable to FirstLine. All subcontractors shall be governed by the same insurance requirements contained herein.

2.20 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

1. 2010 Americans with Disability Act Standards for Accessible Design.

2.21 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(1) Federal Laws and Regulations

The Federal requirements (laws, regulations policies, and related administrative) contained in this contract may change (from time to time) after the date the contract has been executed. Any changes in federal requirements shall apply to this contract and be incorporated therein.

(2) State or Territorial Law and Local Law

This contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State or territorial law.

2.22 ENERGY CONSERVATION

The Contractor agrees to comply with 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.

2.23 CLEAN WATER

(1) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Firstline and understands and agrees that FirstLine will, in turn, report each violation as required to assure notification to and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

2.24 NO OBLIGATION BY THE RECOVERY SCHOOL DISTRICT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Recover School District (RSD) in or approval of the solicitation or award of the underlying contract, absent the express written consent by the RSD, the RSD is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) FirstLine to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with assistance provided by RSD. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.25 STATE AND LOCAL LAW DISCLAIMER

The uses of many of the clauses herein are not governed by federal law but rather these clauses

may be affected by State or local Law.

2.26 CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to FirstLine and understands and agrees that FirstLine will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

2.27 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq., "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, FirstLine to the underlying contract or the assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, proposal, or certification, reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, proposal, or certification to FirstLine under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the authority of 49 U.S. C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.28 NON-COLLUSION AFFIDAVIT

A Non-Collusion Affidavit must be properly executed and submitted by Contractor and included in the proposal.

2.29 SINGLE CONTRACT MULTIPLE CHARTER USERS ("piggy-back")

Louisiana's Public Bid Law allows local political subdivisions to "piggy-back" onto a contract competitively bid by another local political subdivision. See Attorney General Opinion Nos. 02-0399, 93-129, & 90-582. La. The local services law provides authority for purchases made jointly with other

political subdivisions or purchases made under a viable contract previously entered into by another Louisiana local political subdivision. This contract and procurement is being made available to other Charter Management Organizations in whole or in part.

III. EVALUATION CRITERIA

3.1 EVALUATION PROCEDURE

Each proposal will undergo an administrative evaluation. Note Paragraph 3.2 ADMINISTRATIVE EVALUATION, below. Upon completion of the administrative evaluation, responsive proposals will be distributed, for review only, to the Technical Evaluation Committee. The week following the collection of proposals a Technical Evaluation Committee meeting will be held to complete the evaluation of the proposals. The highest scoring proposer will then meet with FirstLine staff to begin scope of work and fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked proposer and FirstLine, then FirstLine staff will meet with the second highest scoring proposer to begin fee negotiations. Then the third highest scored proposer, etc., until a fair and reasonable fee and scope are agreed to by both parties.

3.2 ADMINISTRATIVE EVALUATION

Prior to the distribution of proposals to the Technical Evaluation Committee, FirstLine shall perform an administrative evaluation of each proposal to determine completeness and responsiveness to this RFP.

3.3 EVALUATION CRITERIA

The following evaluation criteria will be used by the Technical Evaluation Committee. The criteria and the weighted values to be used by the Technical Evaluation Committee in evaluating responses for the selection of a firm(s) to perform this service(s) are listed below:

(1) Proposal Quality: 5 points

(a) Award of a purchase order or contract is based on the best value to FirstLine: quality, availability, delivery, specifications, terms, conditions, and fitness for the particular purpose.

(b) When a solicitation requires an oral presentation, submission of a test samples, or inspection of facilities, these factors are part of the component evaluation.

(2) Price: The highest score is 3 points; however, applicants failing to address a Component entirely will receive a score of zero.

(a) Lowest bid(s) receive 3 points; Highest bid(s) receive 1 point; all other bids receive 2 points.

(b) The total cost may include unit price delivery and installation, and maintenance and cost of operation as defined in the solicitation. If there is a discrepancy between a unit price and its extension, the unit price will prevail.

(3) Executive Resumes: 1-3 points for each – The highest score is 3 points; however, applicants failing to address a Component entirely will receive a score of zero.

(a) Relevant professional experience, but no expertise in project subject; between 5 and 10 years of specified expertise in project subject; more than 10 years of expertise in specific project subject.

(4) Professional References: 1-3 points for each – The highest score is 3 points; however, applicants failing to address a Component entirely will receive a score of zero.

(a) Consideration is also given to the applicants' potential ability to perform successfully under the terms and conditions and their past performance record.

(5) Company Financials: 1-3 points for each – The highest score is 3 points; however, applicants failing to address a Component entirely will receive a score of zero.

(a) Three years of most recent company financials are requested.

(6) Headquartered in Orleans Parish: 1 point for each – Applicant can successfully demonstrate the Component as described by the Evaluation Criteria

(a) Principal of Business and Registered Office in Orleans Parish as listed with the Louisiana Secretary of State.

(7) State and Local Disadvantaged Business Enterprise: 1 point for each – Applicant can successfully demonstrate the Component as described by the Evaluation Criteria

(a) Listed in the SLDBE Directory on the City of New Orleans website.

(8) Community Involvement: 1 point for each – Applicant can successfully demonstrate the Component as described by the Evaluation Criteria

(a) Demonstrated organizational commitment to business practices and methodologies that:

- i. Promote continuous professional development and technical training of employees,
- ii. Promote the health, safety, and wellness of employees, or
- iii. Promote sustainable and responsible environmental and community relationships.

3.4 CONTRACT AWARD

FirstLine shall score and rank all proposals based upon the evaluation criteria contained herein. An interview and/or presentation may be required. Award of this contract shall be to a properly licensed, responsible offer or deemed the most qualified, for which fair and reasonable compensation could be determined.

IV. SCOPE OF WORK

I. INTRODUCTION

FirstLine Schools (FirstLine) is a Charter Management Organization (CMO). FirstLine, a nonprofit CMO with an independent board of directors, operates five charter schools which are chartered through the Louisiana Recovery School District (RSD). These public, open-admission schools receive the same per-student public funding as other public schools in Louisiana. Since its inception, FirstLine has been committed to leveraging charter school independence to implement best practices in education and incubate innovative projects that improve school effectiveness. Some of our projects have spun off to become citywide and even national programs such as: Leading Educators, Edible Schoolyard NOLA, and Personalized Learning Project.

FirstLine has a lease agreement with the RSD which includes responsibilities for maintenance and operations of its facilities. As the stewards of both new LEED facilities and older renovated facilities, we seek to maintain a healthy school environment for the children we serve.

II. OVERVIEW

FirstLine Schools seeks a qualified Facilities Service Provider to assist the FirstLine Operations and Maintenance Team with management of its physical plant. Operating and sustaining the physical plant on a fixed budget requires expertise in planning, scheduling, estimating, cost control, training, energy optimization and operations of our building systems. This may include some or all of the entire project life cycle (design, construction, commissioning, operating, maintaining, repairing, modifying, replacing of its facilities etc.) Specifically, we are seeking a Facilities Service Provider with strong facilities operations skills to assist in developing a maintenance plan with the objective of providing the required level of service in the most cost-effective and efficient manner.

FirstLine is examining all possible methods to deliver both immediate and sustained cost saving in several key areas, with building maintenance services being one of the most critical. FirstLine is seeking greater operational efficiencies and reduced costs through innovative building management solutions all while meeting the requirements set forth by RSD. FirstLine is strategically sourcing Facilities Services, and will give due consideration to proposals that succinctly and clearly identify and quantify more efficient means to provide Facilities Services in our buildings.

FirstLine has an Operation and Maintenance Team consisting of a Director of Operations, a total of 5 building managers, assigned to each school location. The selected Facilities Service Provider will report to the Director of Operations and administrate the operations and maintenance of the buildings at all times and in such a manner to keep the campus habitable for children, school staff, and others using the buildings. The Facilities Service Provider will provide technical and administrative direction, to ensure efficient plan operations and maintenance activities for each facility. Administrative functions could include, implementation, operations, maintenance and resource management.

Tenant Requirements

FirstLine is responsible for all routine maintenance and repair \$5,000 and under including, but not limited to, replacement of light bulbs, broken windows, toilets, ballasts, maintaining scheduled safety tests. FirstLine is responsible for ensuring that all equipment, including those considered capital expenditures, such as boilers, elevators, HVAC, fire panels, and the Public Address System, are properly maintained in clean, safe and operable condition. FirstLine is responsible for all routine preventative maintenance and repairs on all such equipment, including but not limited to the HVAC systems, provided, that any such routine preventative maintenance and repairs shall be performed in accordance with factory recommended schedules and be performed by an authorized maintenance and repair contractor. All certifications must be maintained on any and all such equipment and machinery, including, but not limited to, certification required by the State Fire Marshal and the Department of Health and Hospitals.

FirstLine seeks a Facilities Services Provider (FSP) that will support it with meeting its obligations under the terms of the lease agreement. All policies pertaining to the care and maintenance of school facilities that are adopted by the Louisiana Board of Elementary and Secondary Education will be the responsibility of the Facilities Service Provider.

While FirstLine is not responsible for capital repair expenditures, FirstLine must generate a request for approval of capital projects on a case-by-case basis to RSD for approval in accordance with the Recovery School District Facility Maintenance Policies and Procedures. Capital projects must be identified in the Annual Maintenance Plan.

III. BUILDINGS AND FACILITIES

1. Samuel J. Green Charter School (K-8) (508 students) 54,583 SQ FT.
2319 Valence Street, NOLA 70115
2. Arthur Ashe Charter School (K-8) (640 students) 98,575 SQ FT.
1456 Gardena Drive, NOLA 70122
3. Phillis Wheatley Charter School (PK-8) (560 students) 98,000 SQ FT.
2300 Dumaine Street, NOLA 70119
4. Langston Hughes Academy (PK-8) (820 students) 98,642 SQ FT.
3519 Trafalgar Street, NOLA 70119
5. Joseph S. Clark Prep High School (9-12) (394 students) 68,235 SQ FT.
1301 N. Derbigny Street, NOLA 70116
6. The NET Charter High School (9-12) (150 students) 9,000 SQ FT.
1614 Oretha Castle Haley Boulevard, NOLA 70113
7. FirstLine Schools Central Office (33 workstations) 3,930 SQ FT.
300 N. Broad Street, Suite 207, NOLA 70119

IV. GENERAL SERVICE REQUIREMENTS

- A. Maintenance Plan-** An Annual Maintenance Plan must be presented for approval and acceptance by the Director Operations or his designee to schedule, coordinate and assure effective performance of all services described herein. The Annual Maintenance Plan is inclusive of emergency, urgent, routine and preventative maintenance. The actual repairs can be self-performed by the Facilities Service Provider, appropriate FirstLine staff or outside contractor depending on the nature of the repair.

The Facilities Service Provider will establish, share and report on Best Practices, Standard Operating Procedures and Key Performance Indicators. The FSP will be guided by the highest technical and professional standards to ensure an open, clean, well maintained and functioning school facility. The FSP will make initial and continuing recommendations on a campus-by-campus basis for improved organizational structure, resource management, operating procedures and cost avoidance or mitigation opportunities. The recommendations will be acted upon only with the approval of the Director Operations. The FSP will also make initial and continuing recommendations for improvements on a programmatic scale and provide the leadership necessary for the effective coordination and delivery of all requisite operations and maintenance efforts.

B. LEED for Operations and Maintenance: Schools

FirstLine is committed to creating green schools that create a healthy environment that is conducive to learning while saving energy, resources and money. FirstLine expects the FSP to assist the Director of Operations to develop a program to achieve LEED for Operations and Maintenance at its facilities. FirstLine seeks a program that will maintain the LEED certification at the schools that have been certified by LEED. The schools without LEED certification should nonetheless be operated and maintained to this standard. The FSP along with the Director of Operations will conduct personnel and organizational assessments, educate and train staff, initiate the certification process, and manage a campus-wide sustainability program. LEED credits related to O&M best practices and sustainable policies can be adopted at the program level or campus level, helping to accelerate green initiatives and streamline the LEED process.

LEED certification for Operations and Maintenance is a goal for FirstLine. A plan to achieve this goal at each of campus must be incorporated into the Annual Maintenance Plan and the Capital Renewal Plan as applicable. The FSP is expected to report on plan progress and benchmarks toward achieving the goal. The FSP will also assist the Director of Operations with prioritizing the budget and schedules to achieve the goal of certification.

C. Subcontractor - Third Party Contracts - In House Labor

The Facilities Service Provider will work closely with the Director Operations to develop a comprehensive service plan that creates the best value for FirstLine Schools. The Facilities

Service Provider will make initial and continuing recommendations on a campus-by-campus basis for improved organizational structure, resource management, operating procedures and cost avoidance or mitigation opportunities. The Facilities Service Provider must (with or without subcontractors) be required to fulfill all program activities related to Facilities Services and manage the entire contract (and any third-party vendors) through effective program management. A requirement for the Facilities Service Provider is to provide a single point of contact to coordinate and administer the contract and provide high level interaction with the Director Operations. Responsibilities include coordinating some of the existing third party contracts including but not limited to custodial, grounds and landscaping, pest control including termites, water treatment, air filters, HVAC preventative maintenance and demand repair.

D. Reporting/Record Keeping

The Facilities Service Provider must keep monthly records on all routine and preventative maintenance of equipment, including but not limited to HVAC Equipment, Fire Alarm Systems, Water Heaters, and Kitchen Equipment in a form acceptable to the RSD. Maintenance records are to be submitted on the first of the month. The schedules, repair plans and site records should be easily retrievable to the FirstLine Operations and Maintenance Team. All reports must be submitted monthly or as needed promptly at the scheduled times. The Facility Service Provider is required to maintain an electronic file, logbooks and building plans. All maintenance records and work orders must be filed and maintained to show that all preventative maintenance was completed.

E. Administrative, Financial and Materials Management

The Facilities Service Provider will assist with the preparation of necessary budgets, the analysis and explanation of variances of actual expenditures as compared with budget and the provision of financial and statistical data as requested. Consultation and technical advice will be provided in preparation of specifications for procurement of parts, supplies and services incidental to operations as requested, and recommend vendors as necessary. The FSP will provide consultative and technical advice regarding the receipt, inspection, storage, safeguarding, and issuing of materials or items purchased. Recommendations will be made annually or more often, if necessary, for the needs of replacement of capital equipment. The FSP will make recommendations for changes in existing equipment, or measures to extend its useful life or performance, as appropriate. Programs will be recommended to ensure FirstLine complies with local, state and federal regulations and other regulatory agencies as they apply to manage operations.

F. Functional Safety and Risk Management

The Facilities Service Provider will assist in the collection of available documentary evidence of structural safety and building safety compliance (such as Statement of Construction and Fire Protection) as needed for accreditation requirements. Recommendations will be made to administration to facilitate compliance with applicable building codes, fire prevention codes, state and/or federal occupational health and safety codes, and life safety codes, as appropriate.

The FSP will maintain good safety practices and keep equipment, workspaces and shops in safe and acceptable condition. As requested, the FSP will assist in preparation of external and internal disaster plans.

G. Quality Control of Services

The Facilities Service Provider will make weekly facility inspections in the company of a representative from FirstLine, generally a building manager. Records of schedules and work accomplished will be maintained for review by FirstLine upon request. FirstLine shall retain complete and final jurisdiction in all determinations of the quality of services.

H. Additional Support

The Facilities Service provider will fully develop training and in-service programs for all employees. The FSP will keep written standards, procedures, schedules, daily journals and other records required by regulating and accrediting agencies and good business practice. Line and staff support personnel will be available on a scheduled and on-call basis, to provide effective quality, technical support and consulting capabilities. Background checks will be conducted for all personnel employed by the firm. The FSP will ensure that employees are identifiable at all times by ID cards and/or uniforms.

I. Quality Assurance, Service Evaluation and Vendor Invoicing

Both objective and subjective metrics will be used to determine FSP performance. A review consisting of representatives from each school and the Director Operations will meet quarterly to evaluate FSP performance based upon meeting work ticket resolution time-frames, according to the work order system, and history of providing clear explanations and sufficient communications to keep school personnel informed. Poor evaluations may result in the issuances of consequences including but not limited to corrective action plan and termination.

V. GENERAL MAINTENANCE REQUIREMENTS

The following information is provided as general guidelines regarding facility maintenance expectations:

- A. Preventative/Scheduled Maintenance:** Regularly scheduled maintenance on all mechanical/electrical systems and HVAC within or on school property that are used for day-to-day operations. This type of maintenance includes the inspection of equipment to ensure long term operating condition. This is planned maintenance.

- B. Emergency Service and Repair:** When the work requires immediate action to eliminate hazards that pose a threat to the life, health, or security of the faculty, staff, students, or guests; to prevent loss or damage to schools property and equipment; to restore essential utility services; and/or; to ensure the continuation of mission critical services. A maintenance professional should be available to provide emergency services 24 hours a day, 365 days a year. The

maintenance professional shall respond to any and all emergency service requests from the FirstLine Operations Team as soon as possible (two hour minimum). Emergency service is to include response to weather related events such as hard freeze and storm damage or other needs that arise. Corrective Maintenance are repairs to school property that have deteriorated, been broken, or worn out and cannot be used for the intended purpose. Repairs are any replacement of equipment and/or materials must be of like kind, or comparable for the intended use. This is unplanned maintenance.

- C. **Capital Maintenance:** Replacing capital equipment and building components at the end of its useful life or an improvement that extends the life of the equipment is capital in nature. Most of these repairs or replacements can be scheduled and identified in the Annual Maintenance Plan. Any project that solely provides for a technical or economic improvement to a facility is also considered capital maintenance.

VI. **Routine Maintenance less than \$5000**

The selected maintenance professionals shall undertake the necessary maintenance activities. These activities are planned for the normal functioning of all maintenance processes needed to maintain dependable performance of all mechanical, electrical and plumbing equipment, during normal hours of operation and emergency response. A minimum acceptable basic guideline of trades activities and services is provided below. These tasks must be performed by a qualified professional, on an as needed basis.

A. **Electrical:**

1. Troubleshoot circuitry, repair and/or replace branch circuits up to 480 volts.
2. Replace 480-volt switches, fuses and current breakers.
3. Remove and install motors up to 480 volts.
4. Maintain and install transformers up to 200 kav.
5. Repair and/or replace incandescent, fluorescent and vapor lamp fixtures.
6. Reset single/three phase breakers.
7. Troubleshoot single/three phase circuits.
8. Repair light switches and replace three phase circuits and motors.
9. Repair and replace lighting control systems.
10. Replace/add additional electrical outlets and plates.
11. Replace motors less than 3 Horse Power.
12. Repair/ replace exterior lighting attached to building.
13. Replace light ballasts.

B. **Plumbing:**

1. Repair or replace piping up to 4".
2. Repair or replace valves up to 4".
3. Repair, replace, and annually certify all backflow preventers (must be performed by a certified professional, as required by New Orleans Sewerage and Water Board).
4. Troubleshoot plumbing and waste water systems.
5. Repair or replace toilets, sinks, fountains and associated fixtures.
6. Remove piping blockages.

7. Maintain and repair any and all ejection/lift stations.
8. Repair, replace, and annually service clay traps and catch basins.
9. Repair or replace shower heads.
10. Repair or replace water heaters.
11. Repair or replace flush valves.
12. Miscellaneous plumbing repairs, as needed.

C. HVAC Related Mechanical:

1. HVAC Electrical:
 - a. Maintain HVAC motors up to 480 volts.
 - b. Maintain HVAC controls including starters, relays, digital controls (DDC) and Building Automation Systems.
 - c. Maintain Variable Frequency Drives (VFD).
 - d. Maintain necessary electrical wiring, controls (including thermostats), and electrical/electronic systems for the function of HVAC equipment.
2. HVAC Mechanical:
 - a. Maintain digital and/or pneumatic controls, VAV terminal units (where appropriate) and chilled/hot water valves and actuators, as required for the efficient operation of HVAC systems.
 - b. Maintain V-belts, shafts, sheaves and bearings.
 - c. Provide general lubrication as needed.
 - d. Maintain motors, pumps, and couplings.
 - e. Maintain and/or replace mechanical parts, as needed (unless this repair work is determined to qualify for capital funding by the RSD).
 - f. Provide annual combustion analysis, inspection, cleaning, and required adjustments on boilers and heaters.
 - g. Clean all evaporator and condenser coils once per year or more frequently as necessary.
 - h. Clean all cooling towers once per year including tower sumps.
 - i. Mechanically clean condenser tubes on all water cooled chillers once per year.
 - j. Mechanically clean strainers on chillers, pumps, and coils once per year.
 - k. Provide adequate water treatment systems on all chillers' cooling towers, evaporator barrels, and boilers including repair/replacement of injection pumps and controls, and provide all water treatment chemicals.
 - l. Replace air-filters per the following requirements or in accordance with the equipment manufacturer's guidelines for systems updated since 2006:
 - i. Return air filters shall be a minimum efficiency of Merv 8 and replaced quarterly.
 - ii. Outdoor air filters shall be a minimum efficiency of Merv 13 and replaced monthly.
 - iii. For systems installed prior to 2006, follow manufacturer's recommendations, with a minimum of pleated/fabric-style filters at a minimum frequency of every three months.
 - iv. All filters must be dated with the appropriate date of installation.
 - v. Maintain, repair, or replace chill water and heating water piping and insulation
 - vi. Maintain, repair, or replace all condensation pans to include chemicals to prevent corrosion and biological growth.

D. Carpentry and General Maintenance:

1. Repair or replace windows, doors, weatherizing materials, and associated hardware.
2. Repair or replace floor tiles, baseboards, or carpeted areas.
3. Repair or replace blinds and shades, including motorized shades.
4. Repair or replace damaged ceiling tiles.
5. Repair or replace built-in shelving.
6. Replace broken mirrors.
7. Minor repair to furniture.
8. Repair or replace signage.
9. Hang pictures, wall hangings, maps and other instructional materials.
10. Repair or replace toilet partitions, and associated hardware.
11. Repair or replace dispensers.
12. Repair, replace, and annually clean dryer vents.
13. Repair or replace tile work.
14. Repair fences and gates.
15. Miscellaneous repairs, as needed.

E. Paint and Plaster:

1. Repair damage to sheet rock, plaster, and paint.
2. Maintenance painting to restore and touch up appearance in entries, corridors, classrooms, restrooms, lobbies, lounges.
3. Touch-up painting of building exterior and entries.
4. Repaint offices and classrooms, as needed.

F. Exterior/Other:

1. Debris removal of drainage systems on a quarterly basis.
2. Seal all pest entry points (as required by the LA Department of Agriculture for Integrated Pest Management in schools).

G. Roofing:

1. Inspection
 - a. Establish a semiannual inspection regimen.
 - i. These inspections should occur before the roofs pass through the most severe weather cycles in late fall and early spring.
 - ii. Additional inspections should be made immediately following severe weather events.
 - iii. Inspection reports filled out chronologically, including digital photographs, records of any construction changes made to the roof and a record of rooftop equipment service.
 - b. Create a comprehensive inspection checklist designed for use on the type of roof system that is installed.
 - i. All notes should be made on the checklist to establish a record of an ongoing evaluation of the roof conditions.
 - c. During each inspection, the following aspects must be reviewed:
 - i. Exterior walls
 - ii. Interior/underside of roof deck
 - iii. Ceilings
 - iv. Interior walls

- v. Roof edge
 - vi. Fascia/Coping
 - vii. Expansion joints
 - viii. HVAC
 - ix. Penetrations
 - x. Drainage system
 - xi. Field of roof
 - xii. Base flashings
 - xiii. Metal
 - xiv. Ponded water areas, oil deposits and vandalism
2. Maintenance activities should include the following:
 - a. Clear the roof surface of any debris
 - b. Clean and unclog roof drains and gutters
 - c. Trim overhanging tree limbs away from buildings, as needed
 - d. Keep rooftop equipment in good repair
 - e. Minimize foot traffic

VII. Emergency Service and Repair

A. Emergency Repairs and Preparation:

1. Assist in executing the activities outlined in the RSD’s Hurricane Preparedness Plan.
2. Make emergency temporary repairs to protect the students, staff, and facilities.
3. 2 hour response to evaluate and begin work on stabilization of emergency work orders

VIII. Capital Maintenance less than \$150,000

The Facilities Service Provider will assist FirstLine in developing a Capital Renewal Plan. The Plan will be a component of the Annual Maintenance Plan. The Plan will prioritize projects by location, scope, cost and ranked by order of need as determined by the Director of Operations. The Plan will cover 1-5 years of planned renewal and replacement projects. The Facilities Service Provider will assist FirstLine in developing scope, schedules and budgets for planned projects including procurement and technical assistance. The FSP will assist FirstLine and develop a process to propose and gain approval of capital projects to the FirstLine Schools Board of Directors and for final approval to the RSD. The FSP will also assist FirstLine in any coordination with RSD regarding the delivery of projects requiring their approval. For the purposes of this proposal, projects will range from \$5,000 to \$150,000. Projects values above \$150,000 must be put out to bid and are not covered by this procurement.

V. PRICE PROPOSAL

- (1) Provide a price proposal to include the following tasks as described in the Attachment A Scope of Work:
 - (a) Preventative/ Schedule Maintenance
 - (b) Emergency Service Repair
 - (c) Capital Maintenance
- (2) Provide the burdened hourly rates for the services requested.
- (3) Provide the percentage mark up on the hourly rates.

ATTACHMENT A

**Non-Collusion
AFFIDAVIT**

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared, _____, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized _____ of _____ (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. _____, to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____,
20____.

NOTARY PUBLIC

ATTACHMENT B

Responsibility Disclosures

Responses to the following questions must accompany the contractor's bid. A bid may be deemed non-responsive if the contractor fails to provide complete answers or provides false statements to any of the questions provided herein. If any change(s) occur(s) during the bidding process, updated responses must be provided within thirty (30) calendar days of such change(s).

1. Please indicate whether, within the past five (5) years, your firm has been the defendant in any type of court action(s) for (an) alleged violation(s) of labor or employment laws in connection with a contract for [insert type] services. Yes No

If yes, please explain the circumstances, including the specific allegation(s) filed against your firm; the name of the plaintiffs; the case number; and the disposition/current status of each case.

2. Please indicate whether, within the past five (5) years, your firm or any of its owners, partners, or officers, has/have ever been investigated, cited, assessed any penalties, or found to have violated any labor or employment laws. Yes No

If yes, please explain the circumstances, including the specific charge(s) filed against your firm, its owners, partners, and/or officers; the agency that was involved; and the disposition/current status of each case.

3. If a license is required for any of the services performed by your firm, please indicate whether, within the past five (5) years, your firm, or any individual employed by your firm, has been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or deemed to have violated any licensing laws. Yes No

If yes, please explain the circumstances, including the specific charge(s) filed against your firm; the licensing agency that was involved; and the disposition/current status of each case.

Signature of Legally Responsible Party

Date