

PARISH SCHOOL BOARD

REQUEST FOR QUALIFICATIONS

RFQ-22

Architectural Services for the Artificial Turf at Five High School Stadiums

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REQUEST FOR QUALIFICATIONS FOR

Architectural Services for the Artificial Turf at Five High School Stadiums

PART 1. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Ascension Parish School System is seeking Statements of Qualifications from professionally licensed Architectural firms interested in providing architectural services for the installation of artificial turf and associated systems at the five (5) high school stadiums, which are:

- Floyd Boutte Stadium; 1030 Clay Street, Donaldsonville, LA 70346
- Griffin Stadium; 13165 Highway 73, Geismar, LA 70734
- Spartan Stadium; 416 N. Burnside Avenue, Gonzales, LA 70737
- New Stadium; LA 929 and Parker Road, Prairieville, LA 70769
- The Pit; 44317 Highway 729, St. Amant, LA 70774

Applications will be received by the Ascension Parish School Board, Attention Carl W. Fontenot, Purchasing Department, 932 Orice Roth Rd, Gonzales, LA 70737, not later than 2:00 p. m., November 3, 2020.

The applications will be opened at the Ascension Parish School Board Distribution Center, following the deadline for receiving the request for qualifications, on the above noted date.

Detailed specifications and project list may be obtained by visiting the website at www.apsb.org/aeselection2020 or emailing Leslie Landry at purchasing@apsb.org, Purchasing Secretary, 932 Orice Roth Rd, Gonzales, LA 70737, 225/391-7134.

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

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

The Ascension Parish School Board reserves the right to reject any and/or all of the submittals in response to this Request for Qualifications.

The Ascension Parish School Board reserves the right to accept one or multiple teams for this project.

The firm(s) selected for each RFQ will be responsible for assembling the sub consultants necessary to meet the requirements of the RFQ. The Ascension Parish School Board reserves the right to review the proposed firm/team and reject any consultants identified to be part of the applicant's team due to poor past performance.

1.2 Purpose

Descriptions for this project are available at www.apsb.org/aeselection2020. .PDFs are located on this webpage. The selected firm(s) will design incorporate artificial turf in the four (4) existing competition stadiums and at one (1) new competition stadium. This would include, but not limited to, any infrastructure required for proper drainage. The design team is expected to complete Programming Confirmation, Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, Closeout, and Warranty phases of this project. The construction projects, for the existing competition stadiums, are expected to be complete by August 2021.

Funding for this project is through 2020 Bond funds. The successful firm shall understand that the architectural fees associated with this project will be based on a fee percentage in accordance with the Owner-approved fee schedule as follows:

| Construction Contract Sum | Fee Percentage |
|----------------------------------|----------------|
| \$0 - \$1,000,000 | 9.0% |
| \$1,000,001 - \$5,000,000 | 8.0% |
| \$5,000,001 - \$10,000,000 | 7.5% |
| \$10,000,001 - \$20,000,000 | 7.0% |
| Over \$20,000,000 | 6.5% |

1.3 Goals and Objectives

For Architectural RFQ's, it is typical for APSB to require the selected Architect(s) to provide as part of the design team: Civil/Site Engineering, Structural Engineering, Mechanical Engineering, Electrical Engineering, and an Interior Designer. If the project requires Landscaping, it is typical for the Architect to subcontract with a Landscape Architect. It is the responsibility of the applicant to select the above sub consultants they wish to include in their application.

If required by the scope of work, the following Consultants will be provided by the Owner (under separate contract) and coordinated by the Architect: Land Surveyor, Geotechnical Engineer, Environmental Engineer, Food Service Consultant, Security Professional and any other special consultants not identified above that may be required.

1.4 - Definitions

- A. Shall The term "shall" denotes mandatory requirements.
- B. Must The terms "must" denotes mandatory requirements.
- C. May The term "may" denotes an advisory or permissible action.

- D. Should the term "should" denotes desirable.
- E. Allows The term "allows" denotes desirable.
- F. Contractor Any person having a contract with a governmental body.
- G. APSB Ascension Parish School Board
- H. <u>Proposer</u> Vendor/Company who is quoting on the RFQ.
- Discussions A formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFQ.
- J. <u>Provide(s)</u> The term "provides" denotes desirable

1.5 - Schedule of Events

| | <u>Date</u> |
|--|-------------------------|
| 1. RFQ Advertisement Dates | October 1, 8 & 15, 2020 |
| 2. Deadline to receive written inquiries | 10/22/2020, 2:00 PM |
| 3. Deadline to answer written inquiries | 10/29/2020, 2:00 PM |
| 4. Receipt of Qualification Date | 11/03/2020, 2:00 PM |
| 5. Selection Committee Review Meeting | 11/05/2020 |
| 6. Notice of Intent to Award | 11/17/2020 |

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

1.6 - Proposal Submittal

All proposals shall be received by the Parish School Board Purchasing Department <u>no</u> <u>later than the date and time shown in the Schedule of Events.</u>

- The outside of the RFQ envelope/box (or outermost envelope/box if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) <u>must be labeled</u> <u>with the following information</u>:
 - Owner's Name
 - o Company Name

- Request for Proposal Number (See acceptable formats below):
 - RFQ-22
 - RFQ22
 - Request for Qualification RFQ-22
 - Request for Qualification RFQ22
 - Request for Qualification 22
- Louisiana Contractor's license number of the Bidder (if applicable)
- Failure to label all envelopes or boxes exactly as stated above shall result in a <u>MANDATORY</u> rejection of this bid. APSB does not have the right to waive informalities as dictated by public bid law. Sole responsibility for properly labeling, mailing, and delivering of bids is that of the bidder. Below is a sample of a correctly worded label, this label can be cut out and used as your label(s) if desired.

Preferred method is to label 2 sides of all envelopes/boxes.

Request for Qualification RFQ-22

| Company Name: | | | |
|---------------|------|---|--|
| Address 1: | | | |
| Address 2: | | | |
| LA License #: | | _ | |

Ascension Parish School Board APSB Distribution Center 932 W. Orice Roth Road Gonzales, LA 70737

Proposals will only be accepted from the following three options:

- 1. Hand Delivery 932 W. Orice Roth Road, Gonzales, LA 70737
- Sent by registered or certified mail with a return receipt requested, to: 932
 W. Orice Roth Road, Gonzales, LA 70737

3. Electronic Submission via <u>BidSync.com</u>
PLEASE BE AWARE THAT THE SUBMISSION OF BIDS/PROPOSALS VIA BIDSYNC WILL
REQUIRE A CREATION OF A DIGITAL SIGNATURE. THIS CAN TAKE UP TO SEVEN (7)
DAYS TO COMPLETE. CONTACT BID SYNC FOR DETAILS (1-800-990-9339)

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Ascension Parish School Board is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

COPIES OF PROPOSALS REQUIRED IF HAND DELIVERED OR MAILED:
QUANITITY (8) PROPOSALS SHOULD BE SUBMITTED IN BINDERS.
QUANITITY (1) PROPOSAL SHOULD BE SUBMITTED IN DIGITAL FORMAT (i.e. CD or USB DRIVE).

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.7 - Proposer Inquiries

The single point of contact for the Ascension Parish School Board concerning this RFQ shall be Mr. Carl W. Fontenot, Supply Chain Supervisor, (225) 391-7133. Proposers shall **NOT** contact any other APSB employee concerning this specific RFQ during the Proposal process without submitting the request for information in writing to Mr. Fontenot. **FAILURE TO COMPLY WITH THIS AND ANY OTHER PROPOSAL INSTRUCTIONS DETAILED IN THIS RFQ WILL BE REFLECTED IN THE GRADING CRITERIA LISTED AS COMPLIANCE WITH RFQ INSTRUCTIONS (5) POINTS.**

1.8 - Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFQ documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during a Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (*). Initial inquiries shall not be entertained thereafter.

The APSB shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement. The APSB reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the APSB addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the

addendum shall be submitted by the close of business three working days from the date the addendum. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any APSB employee. The APSB shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the APSB. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Ascension Parish School Board Attention: <u>Carl W. Fontenot</u> 932 W. Orice Roth Road Gonzales, LA 70737

E-Mail: <u>Carl.Fontenot@APSB.org</u> cc: Purchasing@APSB.org

Fax: (225) 391-7132 Phone: (225) 391-7133

1.9 - Proposal Response Format

Proposals submitted for consideration shall only be accepted on the STANDARD FORM APSB Architectural Services found within this RFQ.

Ascension Parish School Board does reserve the right to reject submissions that are not in correct format.

1.10 - Legibility/Clarity

Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFQ are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.11 - Errors and Omissions in Proposal

The APSB will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the

following condition: The APSB reserves the right to make corrections or clarifications due to patent errors identified in proposals by the APSB or the Proposer. The APSB, at its option, has the right to request clarification or additional information from the Proposer.

1.12 - Changes, Addenda, Withdrawals

The APSB reserves the right to change the calendar of events or issue Addenda to the RFQ at any time. The APSB also reserves the right to cancel or reissue the RFQ.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.13 - Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the APSB, Attn: Carl W. Fontenot, Purchasing Department.

1.14 - Material in the RFQ

Proposals shall be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which may be provided by the APSB pursuant to the RFQ. Proposer should clearly identify those services or hardware being proposed. (For clarity, it is also recommended that the proposer list those not being submitted.)

1.15 - Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification. The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer should mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of their proposal sought to be restricted in accordance with the conditions of the legend: "The data contained in specific sections, as deemed by the proposer, will be submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall

only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Ascension Parish School Board shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Ascension Parish School Board's right to use or disclose data obtained from any source, including the Proposer, without restrictions." Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL". Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the Ascension Parish School Board will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Ascension Parish School Board and hold the Ascension Parish School Board harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Ascension Parish School Board to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Ascension Parish School Board harmless, the Ascension Parish School Board may disclose the information. The Ascension Parish School Board reserves the right to make any proposal, including proprietary information contained therein, available to Ascension Parish School Board committee personnel, consultants, for the sole purpose of assisting the Ascension Parish School Board in its evaluation of the proposal. The Ascension Parish School Board shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records. If your proposal contains confidential information, you should submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit such a copy within 48 hours of notification from the Ascension Parish School Board, if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such -"REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

1.16 - Proposal Rejection

Issuance of this RFQ in no way constitutes a commitment by the APSB to award a contract. The APSB reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the APSB to do so. APSB will accept or reject the various components and services in the manner deemed to best support APSB. The APSB may select multiple or a single proposer as best suits the district's objectives for any components or services

1.17 - Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the APSB. Selection or rejection of a response does not affect this right. All

proposals submitted will be retained by the APSB and not returned to proposers. Any copyrighted materials in the response are not transferred to the APSB.

1.18 - Cost of Offer Preparation

The APSB is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations (if needed), and any other expenses incurred by the Proposer in responding to the RFQ are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the APSB.

1.19 - Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the APSB reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal. The proposer must provide a term for possible additional purchases. APSB prefers that prices be valid for six (6) months.

1.20 - Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The APSB shall consider the selected Proposer to be the **sole point** of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21 - Use of Subcontractors

Each Contractor/Proposer shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFQ. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. Proposers must identify subcontractor(s), provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the APSB urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified in the RFO.

Information required of the prime contractor under the terms of this RFQ, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.22 - Written or Oral Discussions/Presentations

If needed, written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The APSB reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final written contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the APSB understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions. WE RESERVE THE RIGHT TO RECORD (VIDEO/AUDIO) ALL MEETINGS AND/OR CALLS DURING THIS RFQ PROCESS.

1.23- Acceptance of Proposal Content

The mandatory RFQ requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.24 - Evaluation and Selection

All responses received as a result of this RFQ are subject to a consensus evaluation by the APSB Evaluation Committee for the purpose of selecting the Proposer or Proposers with whom the APSB shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the APSB Superintendent for the Proposer or Proposers whose proposals, conforming to the RFQ, will be the most advantageous to the APSB, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the APSB

1.25 - Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the APSB needs, price and other evaluation factors set forth in the RFQ considered, does not agree to a contract, that proposal shall be rejected and the APSB may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. APSB Purchasing Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.26 - Contract Award and Execution

The APSB reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFQ, and any addendums, the proposal of the selected Contractor or Contractors will become part of any contracts initiated by the APSB.

If the contract negotiation period exceeds 14 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the APSB may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFQ, will be the most advantageous to the APSB with the highest points, considering price and other factors considered.

Contract term is the length of time necessary to complete the all phases of the contract.

1.27 - Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award, APSB Purchasing Department will issue a Notice of Intent to Award letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the APSB, the APSB may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

APSB will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

1.28 - Insurance Requirements

Contractor shall furnish the APSB with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the APSB before work commences. The APSB reserves the right to require complete certified copies of all required policies, at any time.

1.29 - Subcontractor Insurance

The Contractor shall include all subcontractors as insurers under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.30 - Indemnification and Limitation of Liability

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

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if a Contractor believes that it may be enjoined, that Contractor shall have the right, at its own expense and sole discretion as the APSB exclusive remedy to take action in the following order of precedence: (i) to procure for the APSB the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non- infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the APSB up to the dollar amount of the Contract. For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.31 - Payment for Services

As identified in the APSB B101 Standard Form of Agreement Between Owner and Architect

1.32 - TERMINATION OF THIS AGREEMENT FOR CAUSE

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

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

1.33 - No Guarantee of Quantities

The quantities referenced in the RFQ are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the APSB to increase or decrease the amount, at the unit prices stated in the proposals selected to purchase some devices over time during any agreed term that prices will be valid.

1.34 - Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFQ and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFQ and subsequent addenda (if any) and finally, the Contractor's Proposal. Anything in the final contract that will NOT agree with this RFQ should be clearly noted in the proposer's response.

1.35 - Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of APSB Purchasing Department.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

PART 2. EVALUATION

2.0 Evaluation Criteria /Scoring Weights

Criteria listed below (with the scoring weight assigned to each) will be used to evaluate proposals. These criteria will be applied and interpreted solely at the discretion of Ascension Parish School Board (APSB). Proposals should include all information necessary to demonstrate the ability to satisfy these criteria. APSB may request additional information required for the evaluation. Each section of the proposal may be evaluated separately.

RFQ Selection Board Score Card

| | ARD FACTORS | Weight/Pts |
|----------------|--|------------|
| 1. Fir | m/Team Qualifications and Experience Firm/Team shall be evaluated based on project specific artificial turf experience and resources. Include as much information on the artificial turf system types used, without indicating a specific manufacturer. Reputation of the firm (applicant) and sub consultants for personal and professional integrity and competence. Primary focus should be on Prime Consultants Experience however the other team members (sub consultants) must be | 0-25 pts. |
| | considered. | |
| | Comparison of budget amount versus contract award on cited project. | |
| 2. Ke y | Personnel Qualifications and Experience | 0-15 pts |
| | Specific Personnel Experience with Similar Projects must be considered | |
| | While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Engineers/Architect | |
| 3. Lo o | cal Project Experience | 0-10 pts |
| | Consideration must be given to Firms/Teams that can show experience with the User Agencies (City, State, Federal) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion. | |
| 4. Pro | posal/Understanding | 0-5 pts |
| | Firm/Team's response should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications. Responsiveness and ability to follow instructions | |
| 5. Co | mpatibility (firm size related to project magnitude) | 0-10 pts |
| g. 33 | Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm's current workload. Does the firm's past experience indicate examples of projects with similar scope of work | |
| 6. Cu | rent Work Load | 0-10 pts |

- Number and size of projects currently under contract must be considered in relation to available Staff.
- A firm with capacity to take on more work should score higher in this category than a firm who appears to be spread out on current projects

7. Firm/Team Office Location Where Work Is To Be Performed

0-5 pts

- Qualified firms that maintain an office in Ascension Parish and staffed with an adequate number of qualified employees to do the required work, shall be given consideration.
- In state firms shall be given priority over out of state firms.

8. Past Performance on APSB projects

0-10 pts

- The APSB Staff should generally discuss the firm/team based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the owner's representative, cooperation with permit authorities and others, ability to meet deadlines and budgets, and quality of work.
- A higher score would indicate success on past APSB projects. A lower score would indicate no past work relationship or questionable past performance with APSB.

9. Special Conditions/Requirements Specified in RFQ

0-10 pts

- These special requirements and project considerations must be clearly spelled out in the RFQ.
- Identify a proposed schedule to have one or multiple artificial turf projects completed and ready for competition play by August of 2021.
- In this category, consideration (points) may be given to firms who have not been selected by APSB in over 3 years.

10. Oral Presentation

- When specified, Oral Presentations shall provide RFQ Selection Board Members with the opportunity to clarify questions, and obtain a greater understanding of each short listed firms RFQ submittal.
- After the Oral Presentation, each RFQ Selection Board member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.



ARCHITECTURAL SERVICES PART 3. INSTRUCTIONS FOR COMPLETING APSB ARCHITECTURAL AND ENGINEERING SERVICES STANDARD FORM OCTOBER 1, 2020

The instructions for completing the <u>APSB Architectural and Engineering Services Standard Form</u> are as follows:

- 1. Indicate in this block the complete project name provided in the public notice.
- 2. Indicate in this block the RFQ project number, and any other project numbers provided in the public notice.
- 3a. Indicate in this block the complete name of the submitting firm (as registered with the Louisiana Secretary of State) and mailing address of the office to perform the work.
- 3b. Indicate in this block the Name, title, telephone number and e-mail address of the official with signing authority for this contract. Such an individual must be empowered to speak for the firm on policy and contractual matters.
- 3c. Indicate in this block the Name, title, telephone number, e-mail address and registration number of full-time LA licensed employee in responsible charge of the project. This is not required for non-engineering projects.
- 3d. This block shall be signed and dated by the individual indicated in Block 3b. All information contained in the form should be current and factual. Additionally, failure to sign and date the form will be considered non-responsive and may result in the firm or associated firms being rejected.
- 4. Indicate in this block by discipline and number of full-time personnel on firm's payroll who are located at the primary work location identified in Item 3a on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.
- 5. Indicate in this block by discipline and number of full-time personnel on firm's payroll, not located at the primary work location, to be used on this project on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function.
- 6. Indicate in this block if your firm has sufficient staff to perform services by submitting "Yes" or "No".
- 7. The Prime Consultant shall indicate if they intend to use sub-consultants(s) to perform services. If so, the Prime Consultant shall list in this block the name(s) and address of the various sub-consultants(s) or associates that will be performing other work task(s). The Prime Consultant shall also Identify the element of work (as defined in the advertisement), and the % of the element



ARCHITECTURAL SERVICES PART 3. INSTRUCTIONS FOR COMPLETING APSB ARCHITECTURAL AND ENGINEERING SERVICES STANDARD FORM OCTOBER 1, 2020

to be performed by the sub-consultant, identify the % of work for the overall project to be performed by the sub-consultant and if the sub-consultant(s) has worked with the Prime before.

- 8. The Respondent shall provide a diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Sub-consultants (if applicable). The individual who is the contact person (Item 3b) shall also be indicated in the organizational chart and their relationship to the project team.
- 9. The Respondent shall indicate in this block a brief resume of only the key personnel that are expected to participate on this project. Care should be taken to limit resumes to only those key persons or specialists and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title and domicile; (b) the project assignment or role which that person will be expected to fulfill in connection with this project; (c) name of firm by which employed full time (d) years of professional or relevant experience with present firm and other firms; (e) education, degrees, years and specialization; and (f) if registered as an architect, engineer, surveyor, etc., show the field of registration and the year that such registration was first acquired, including branch, state, and License No.

(NOTE: An additional one (1) page per resume and a maximum of three (3) additional pages for professional licenses of personnel pertaining to the project may be utilized to complete this item.)

10. The Respondent may list up to a maximum ten (10) projects that the firm has performed that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) project name and location (b) brief description of type and extent of services provided for each project; (c) nature of firm's responsibility and firm member involved; (d) Client's name, address, and telephone number; and (e) completion date or percent complete & cost in thousands.

(NOTE: Respondents may attach one (1) additional page per project to show renderings or photos. This item is optional and not required for submission, although highly suggested.)

11. The Respondent shall list all work by firm (all offices) currently being performed for or selected by Ascension Parish School Board (as Prime or Sub-consultant). The more recent projects shall be listed first. Required information must include: (a) project name and location (b) nature of firm's responsibility (also identify if prime or sub-consultant); (c) percent complete (by phase/type of work); and (d) contract fees in thousands (by phase/type of work), including total



ARCHITECTURAL SERVICES PART 3. INSTRUCTIONS FOR COMPLETING APSB ARCHITECTURAL AND ENGINEERING SERVICES STANDARD FORM OCTOBER 1, 2020

and remaining. Respondent shall sum all contract fees in thousands (by phase/type of work) by total contract fees in thousands and remaining contract fees in thousands.

- 12. The Respondent shall use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded from this section.
- 13. The Respondent shall use this space to indicate the projects the firm is submitting and the total number of projects.
- 14. The Respondent shall use to identify a proposed schedule to have one or multiple artificial turf projects completed and ready for competition play by August of 2021. This should include design time, scheduling of projects, ability to run projects concurrently, etc.



| STANDARD FORM APSB Architectural & Engineering Services October 1, 2020 | 1. Project Title: | | 2. Project Number: | |
|--|--|-------------------|---|--------------------------------------|
| 3a. Firm (as registered with the Louisiana Secret of the office to perform work: | 3b. Name, title, teleph signing authority for the | | il address of the official with | |
| 3c. Name, title, telephone number, e-mail addre time LA licensed employee in responsible charge non-engineering projects): | | | ollowing information is the same person as 3b): | accurate and complete to the best of |
| 4. Full-time personnel on firm's payroll who are location identified in 3a above: | 5. Full-time personnel on firm's payroll, not located at the primary work locations, to be used on this project: | | | |
| Accounting/Audit Specialists I | Program/Project Directors | Accounting/Audi | t Specialists | Schedulers |
| Administrative/Data Entry | Project Managers | Architects | | Other (Title) |
| Architects (Licensed) | Project Specialists | Document Contro | ols Specialist | Other (Title) |
| | Scheduler | Engineers | | Other (Title) |
| Cost Estimator | Other (Title) | Engineers in Trai | ning | Other (Title) |
| Engineers (Licensed) | Other (Title) | Principals | | Other (Title) |
| _ | Total Personnel | Program/Project | Manager | Total Personnel |
| 6. Do you presently have sufficient staff to perfo | orm these services? (Yes/No) | | | |



| 7. Do you intend to use a sub-consultant(s)? yesno (For use by the Prime Consultant only) | | | | |
|---|--|---------------------------------------|--|--|
| Name and address | Identify the element of work (as defined in the advertisement), and the % of the element to be performed by the sub-consultant Also, identify the % of work for the overall project to be performed by the sub-consultant. | Worked with prime before? (Yes/No) | | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |



| 8. Staffing Plan – A Diagram showing all personnel specifically assigned to each work element of the project, their duties, and immediate supervisors. The Staffing Plan should also include the same information for Sub-consultants (if applicable). | | | | | |
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| 9. Brief résumé of key persons anticipated to work on this project. | |
|---|---|
| a. Name, title & domicile | b. Position or Assignment for this project |
| c. Name of firm by which employed full time | d. Years experience: |
| | With this firm: With other firms: f. Active registration: Year registered: |
| e. Education: Degree(s) / Years / Specialization | |
| | Branch: State: License No.: |
| | |



| 10. Work by firm which best illustrates project experience relevant to the proposed services described in the RFP-22 Narrative (List not more than 10 Projects) | | | | | | |
|---|------------------------|--|---|--|--|--|
| a. Project name & location | b. Project description | c. Nature of firm's responsibility & firm members involved | d. Client's name, address, and telephone number | e. Completion date or Percent Complete & cost in thousands | | |
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| 11. All work by firm (all offices) currently being performed for or selected by Ascension Parish School Board (as Prime or Sub-consultant) | | | | | |
|--|---|--|---|-----------|--|
| a. Project name, and location* | b. Nature of your firm's responsibility (also identify if prime or sub-consultant) c. Percent complete (by phase/type of work) | | d. Contract fees in thousands** (by phase/type of work) | | |
| | | | Total | Remaining | |
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| * For master contracts, list open task orders individually ** Do not include sub-consultant's fees Total | | | | | |



| 12. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project. A maximum of two (2) additional sheets may be utilized to answer this question. All other sheets not specifically requested shall be excluded. | | | | | |
|---|--|--|--|--|--|
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| 13. Use this space to indicate the projects your firm is submitting and the total number of projects. | |
|---|--|
| RFQ-22 – DONALDSONVILLE HIGH SCHOOL – FLOYD BOUTTE STADIUM | |
| RFQ-22 – DUTCHTOWN HIGH SCHOOL – GRIFFIN STADIUM | |
| RFQ-22 – EAST ASCENSION HIGH SCHOOL – SPARTAN STADIUM | |
| RFQ-22 – NEW HIGH SCHOOL AT PARKER ROAD – NEW STADIUM | |
| RFQ-22 – ST. AMANT HIGH SCHOOL – THE PIT | |
| TOTAL | |
| 14. Use this space to identify a proposed schedule to have one or multiple artificial turf projects completed and ready for competition play by August of 2021. | |
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Appendix A Section .001

Project Name: Artificial Turf at All Five High School Stadiums

Campus: Donaldsonville High School – Floyd Boutte Stadium

1030 Clay Street

Donaldsonville, LA 70346

Project Description: Project scope shall include Incorporation of artificial turf system at

the existing competition stadium to include soil preparation, foundation, drainage system, and all other ancillary systems

required.

AFC Budget: \$1,250,000.00





Appendix A Section .002

Project Name: Artificial Turf at All Five High School Stadiums

Campus: Dutchtown High School – Griffin Stadium

13165 Highway 73 Geismar, LA 70734

Project Description: Project scope shall include Incorporation of artificial turf system at

the existing competition stadium to include soil preparation, foundation, drainage system, and all other ancillary systems

required.

AFC Budget: \$1,250,000.00





Appendix A Section .003

Project Name: Artificial Turf at All Five High School Stadiums

Campus: East Ascension High School – Spartan Stadium

416 N. Burnside Avenue Gonzales, LA 70737

Project Description: Project scope shall include Incorporation of artificial turf system at

the existing competition stadium to include soil preparation, foundation, drainage system, and all other ancillary systems

required.

AFC Budget: \$1,250,000.00





Appendix A Section .004

Project Name: Artificial Turf at All Five High School Stadiums

Campus: New Stadium – New High School at Parker Road

LA 929 and Parker Road

Prairieville, LA

Project Description: Project scope shall include incorporation of artificial turf system at

the competition stadium to include soil preparation, foundation, drainage system, and all other ancillary systems required. Owner may elect the Architect to complete all or some phases of this project, as there is another architect/engineer managing the design

of the entire campus.

AFC Budget: \$937,500.00

Professional Services: Architecture



*Special Instructions: The Owner may elect to utilize partial or full services for this project, as there is an existing Architect on the New High School at Parker Road project.



Exhibit A Section .005

Project Name: Artificial Turf at All Five High School Stadiums

Campus: St. Amant High School – The Pit

44317 Hwy 729

St. Amant, LA 70774

Project Description: Project scope shall include Incorporation of artificial turf system at

the existing competition stadium to include soil preparation, foundation, drainage system, and all other ancillary systems

required.

AFC Budget: \$1,562,500.00

