



ADDENDUM TO RFP STATE OF LOUISIANA Calcasieu Parish School System Office of Purchasing	 PARISH SCHOOL SYSTEM <small>WAYNE SAYOT, SUPERINTENDENT</small>	RFP WILL BE PUBLICLY OPENED: Date & Time: 3/31/14 @ 1:00 P.M.
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Request for Proposal # : 2015-28 </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> OPENING DATE : Mar 31, 2014 </div> <div style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> ***ATTENTION BIDDER***** This page contains information in regards to the above referenced original solicitation. </div> <p style="margin-top: 20px;">A COPY OF THIS FORM IS TO BE INCLUDED, WITH THE SUBMISSION OF YOUR RFP PACKET.</p>		RETURN ADDENDUM TO Purchasing Department Room 1300 Calcasieu Parish School System 3310 Broad Street Lake Charles, LA 70615
<div style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> BUYER JOSEPH E. FEUCHT </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> BUYER PHONE : </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> DATE ISSUED : February 28, 2014 </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> OFFICE OF : Purchasing </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> VENDOR PHONE : </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> FISCAL YEAR : 2015 </div> <div style="border: 1px solid black; padding: 5px;"> SCHEDULED END DATE : Mar 31, 2014 </div>		
Please note in referenced to our original Request for Proposal the following changes below.		
Addendum #1 - Questions that have been submitted and answers to same can be obtained by contacting Jennifer Hagan @ jennifer.hagan@cpsb.org		
Printed Name of Person Signing this Document	TITLE	DATE
Edward Ribbecke	President	3/31/14
SIGNATURE OF BIDDER (MUST BE SIGNED) 		

INVITATION TO BID**STATE OF LOUISIANA**Calcasieu Parish School System
Office of Purchasing**PARISH SCHOOL SYSTEM**
WAYNE SAVOY, SUPERINTENDENT**BIDS WILL BE PUBLICLY OPENED:**

Date & Time: 3/31/14 @ 1:00 PM

RETURN BID TOJoseph E. Feucht
Supervisor of Purchasing
Calcasieu Parish School System
3310 Broad Street Room 1300
Lake Charles, LA 70615

SOLICITATION #: 2015-28 RFP

OPENING DATE: Mar 31, 2014

VENDOR NAME AND ADDRESSRibbeck Construction Corporation
P.O. Box 5338 (70606)
3101 Lake St, Ste 206
Lake Charles, LA 70601**FILL IN VENDOR NAME AND CONTACT NAME,
ADDRESS ABOVE, BEFORE SUBMITTING BID.**BUYER
BUYER PHONE

JOSEPH FEUCHT

(337) 217-4000

REQ. DEPARTMENT

PURCHASING

OFFICE OF PURCHASING

VENDOR PHONE

FISCAL YEAR

2015

SCHEDULED END DATE

Mar 31, 2014

ITEM(S) FOR: REQUEST FOR PROPOSAL FOR GENERAL CONTRACTOR SERVICES FOR PROJECTS DISTRICT WIDE

TO BE COMPLETED BY VENDOR

1. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF PURCHASE ORDER
2. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN ONE (1) PERCENT WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN AWARD DETERMINATION.
3. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING PURCHASE ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATIONS TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE SIGNED MANUALLY IN INK UNLESS SUBMITTED ELECTRONICALLY IN ACCORDANCE WITH CURRENT STATE STATUTES.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. LAKE CHARLES, LA OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C. O. D." REQUIREMENTS ARE NOT ACCEPTABLE. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. NO "SHORT PAYMENT" OF INVOICES ARE ALLOWED
5. PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT BY SUCCESSFUL VENDOR ON ALL ORDERS WILL BE 50%
6. DESIRED DELIVERY 45 DAYS AFTER RECEIPT OF ORDER OR SOONER

ANY QUESTIONS ABOUT ANY ITEM SHOULD BE DIRECTED TO BUYER AND PURCHASING DEPARTMENT.

CONDITIONS CONTINUED ON NEXT PAGE

VENDOR PHONE NUMBER: 337-477-9652

FAX NUMBER: 337-477-9654

TITLE President

DATE 3/31/14

SIGNATURE OF BIDDER
(MUST BE SIGNED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>7. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.S. 39:1551-1734; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION</p> <p>9. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIED COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIED THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO. 30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN</p> <p>10. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>11. CONFERENCE: IN SOME CASES, NON-MANDATORY PRE-BID CONFERENCES MAY BE HELD.</p> <p>12. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE DISTRICT'S STANDARD FORMS. D. BIDS WITH MORE THAN ONE PRICE PER ITEM BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>13. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>14. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR CALCASIEU PARISH SCHOOL BOARD TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT BELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>15. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE CALCASIEU PARISH SCHOOL BOARD DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED UNLESS VENDOR HAS PROVIDED A SELF-ADDRESSED STAMPED ENVELOPE IN ORIGINAL BID PACKET.</p> <p>16. AWARDS. THE CALCASIEU PARISH SCHOOL BOARD RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS THAT ARE IN THE BEST INTEREST OF THE CALCASIEU PARISH SCHOOL BOARD.</p> <p>17. PRICES. UNLESS OTHERWISE SPECIFIED BY THE CALCASIEU PARISH SCHOOL BOARD IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID TO OUR DOCK AT 3310 BROAD STREET. PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD NOT TO EXCEED ONE CALENDAR YEAR. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>18. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION AS INDICATED BY THE BIDDER.</p> <p>19. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. AS A POLITICAL SUBDIVISION IN THE STATE OF LOUISIANA IN ACCORDANCE WITH STATUTE, THE CALCASIEU PARISH SCHOOL SYSTEM IS EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>20. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO RE-MANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>21. CONTRACT RENEWALS. UPON AGREEMENT OF THE CALCASIEU PARISH SCHOOL BOARD AND THE VENDOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p>			

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22. CONTRACT CANCELLATION.

THE CALCASIEU PARISH SCHOOL BOARD HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING:

- (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
- (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
- (3) MISREPRESENTATION BY THE VENDOR;
- (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE DISTRICT;
- (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
- (6) ANY OTHER BREACH OF CONTRACT.

23. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE MD WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE DISTRICT HAS DETERMINED THE VENDOR TO BE IN DEFAULT, THE DISTRICT RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

24. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

25. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

26. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11344, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

27. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

28. INDEMNITY.

VENDOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE CALCASIEU PARISH SCHOOL BOARD, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE VENDOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE VENDOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE DISTRICT, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

29. OTHER CONDITIONS.

VENDOR AGREES IN THE SUBMISSION OF HIS/HER BID, THAT THEY FULLY UNDERSTAND THE CONDITIONS SET FORTH IN WHICH A PERFORMANCE BOND OF FIFTY (50) PERCENT IS REQUIRED ONLY FOR THOSE ITEMS IN WHICH THE VENDOR WAS THE SUCCESSFUL BIDDER. VENDOR ALSO ACKNOWLEDGES THAT THIS BOND SHALL BE SUBMITTED WITHIN TEN (10) WORKING DAYS AFTER NOTIFICATION OF AWARD IS GIVEN UNLESS ADDITIONAL TIME IS AGREED TO BY CPSS AND ITS AGENT IN CHARGE OF THIS BID.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

Bid Delivery Instructions for Calcasieu Parish School System:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT ALWAYS MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

Bids may be mailed through the U.S. Postal Service to our Box at:
Purchasing Department
P.O. Box 800
Lake Charles, LA 70601-0800

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Bids may also be delivered by hand or courier service to our physical location as follows:

Purchasing Department
Room 1300
3310 Broad Street
Lake Charles, LA 70615

Bids may also be submitted electronically in accordance with Act 690 of the 2008 Louisiana Legislature at

www.centralbidding.com

EXTREMELY IMPORTANT

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL ROOM NUMBER LOCATION NOTED ABOVE. BIDS SPECIFICALLY NOT DELIVERED TO ROOM 1300 AT THE ABOVE ADDRESS BY COURIER OR USPS WILL NOT BE CONSIDERED.

BID DELIVERY DELAYS: the Calcasieu Parish School System is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with bid provisions, unsuccessful bidders will be notified of the award provided they submit with their bid a self-addressed stamped envelope requesting this information.

Terms & Conditions: This solicitation contains all terms and conditions with respect to the items herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

The purchase order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

Substitution: Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive "prior" written approval of the Supervisor of Purchasing or his designee.

Price Reductions: Whenever there is a reduction in price, which is lower than originally submitted on bid, that is offered to similarly customers contracting for the same period and under the same terms and conditions, said reduction must be presented directly to the Supervisor of Purchasing for the Calcasieu Parish School System. All price offers apply to all entities of the Calcasieu Parish School Board.

Invoices: Invoices for items on purchase orders issued will be submitted to the Calcasieu Parish School System Accounts Payable Department. Invoices must include the purchase order number and shall have reference to the delivery ticket number, delivery date, quantities, unit prices and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the vendor in duplicate directly to the Accounts Payable department. Invoices shall show the amount of any cash discount and shall be submitted on the vendor's own invoice form.

Payment: Payments to invoices will be made either on the basis of unit price as listed in this contract for items received only. Back ordered items, damaged or "pending" replacement items will not be paid until all items are received. These payments in no way relieve the vendor of his responsibility to effect shipment of the balance of any order. Payment will be made to vendor and address as shown on the order. The Calcasieu Parish School System cannot "short-pay" any invoice as it would be in violation of district accounting policies.

Vendor List: The bidder who signs the bid will be designated as prime vendor on any aspect of this solicitation. If additional vendor distributors are authorized to fulfill in whole or part any portion of this solicitation, the bidder must submit with the bid, a list of those additional authorized agents or distributor, including the complete business address. The prime vendor will be responsible for the actions of any distributor and or authorized agents listed.

Contractual Period: the Calcasieu Parish School Board intends to award all items in this solicitation for an initial period, not to exceed 12 months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If this situation occurs, an award may be made for less than twelve (12) months.

Quantities: This is an open-ended requirements solicitation. Quantities shown are based on previous usages or estimates. Where usage is not available, a quantity of one (1) may indicate a lack of history on the item. The successful bidder must supply of bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

CD&G / EOC Compliance Bidder: By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Section 3 of the Housing and Urban Development Act of 1968 as amended and section 109 of the housing and community act of 1974.

Certification of No Suspension or Debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133

A list of parties who have been suspended or debarred can be viewed via the Internet at www.eos.gov

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Contract Performance Evaluation: In an effort to improve our solicitations to meet the needs of the individuals we serve, the vendor's performance will be monitored. Individual feedback will be requested regarding customer service, delivery, product quality, billing, overall effectiveness of the contract, and any needed changes. Their responses will be considered in determining our options for renewals or revisions and rebidding. To view the content of the contract performance evaluation, please go to: www.cpsb.org and select the tab entitled "Current Bids". Individual reports of deficient performance will be appropriately addressed during the term of this contract.

Extensions: At the option of the Calcasieu Parish School System and acceptance by the vendor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Licensing: Bidders must be properly licensed by the State of Louisiana in order to conduct business through this contract. In areas of solicitation where no license is required, bidder must be currently registered with the State of Louisiana, Secretary of State Corporations Database. Failure to be currently registered shall be reason for bid rejection.

Permitting: By signing this document, the bidder assures the Calcasieu Parish School System that he has obtained all required permits and/or certificates necessary to legally perform business transactions within the jurisdiction of the Parish of Calcasieu, and the State of Louisiana.

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END-Standard Terms & Conditions

(The following pages are Product Specifications and Pricing Sheets)

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ADDITIONAL SPECIFICATIONS FOR RFP

- o See attached Request For Proposal & Proposal Acknowledgement
- o Questions or comments may be directed to Joseph Feucht, Purchasing Supervisor @ 337-217-4070 ext 2301 or joseph.feucht@cpsb.org

FOR SUCCESSFUL BIDDER – A PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT WILL BE REQUIRED FOR 50% OF CONTRACT AMOUNT WITHIN 10 DAYS OF ISSUANCE OF PURCHASE ORDER

Calcasieu Parish School System
Purchasing Department
3310 Broad Street
Lake Charles, LA 70615

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
FEBRUARY 17, 2014

PURCHASING CONTACT:
Joseph E. Feucht – joseph.feucht@cpsb.org

RFP TITLE:

RFP NUMBER **2015-28**

**General Contractor Services for Projects
District Wide**

RFP OPENING DATE & TIME:
March 31, 2014 @ 1:00 P.M. CST

NOTE: PROPOSALS RECEIVED AFTER THE OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The Calcasieu Parish School District, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 3310 Broad St., Lake Charles, LA, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Proposer. It is the sole responsibility of the Proposer to ensure that his proposal is physically inside the Purchasing Department by the time of RFP opening date and time.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

Company Name: Ribbeck Construction Corporation
Mailing Address: P.O. Box 5338
City: Lake Charles State: LA Zip: 70606
Email: amy@ribbeckcompanies.com
buzzy@ribbeckcompanies.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER PROPOSER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.


Authorized Signature

Edward Ribbeck
Printed Name of Signature

RFP IDENTIFICATION LABEL

NOTICE TO ALL PROPOSERS: A label has been provided to properly identify your proposal. Place the proposal in a sealed envelope, type the name and address of the proposer on the label and affix the label to the front of the envelope. A proposal being submitted electronically as provided by statute needs to ensure that information is on documentation submitted.

The Calcasieu Parish School District Purchasing office is open from 8:00a.m. to 4:30p.m., Monday through Friday exclusive of school holidays. If you are hand delivering a proposal, a Purchasing representative will be available to

time/date stamp your submittal during these hours.

I. INTRODUCTION & GENERAL INFORMATION

The Calcasieu Parish School System (the District) is soliciting proposals for the purpose of identifying qualified General Purpose contractors and establishing firm pricing to provide labor, parts and materials to perform repairs, maintenance and other general projects on an as needed basis district wide.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Proposer" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The proposer is responsible for understanding and complying with the terms and conditions herein. The term "vendor" as used within this RFP refers to the successful proposer.

A. GENERAL: In the event of contract award, the terms and conditions of this RFP or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or Parish government agencies, school boards, community or junior colleges, or state universities within the State of Louisiana.

B. AWARD: In the event of contract award, this contract shall be awarded to the responsible and responsive proposer(s) whose proposal(s) is/are determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the RFP. Due to the potential for the existence of overlapping projects at any given time, it is in the best interest of the District to award this contract to multiple vendors, creating a list of pre-approved contractors meeting all specifications listed herein and offering the most advantageous overall proposal(s) to the District. Low cost proposal is but one of the evaluation parameters and does not guarantee contract award. Any Proposer who is awarded the contract must maintain the same price structure as originally proposed for the duration of the term of the contract and any subsequent renewal periods with an annual escalation based upon the Consumer Price Index (CPI).

It is anticipated that an award recommendation will be presented to the School Board for consideration at its regularly scheduled meeting in June 2014.

C. TERM: The initial term of this contract will be after the date of School Board approval, beginning on July 1, 2014 through June 30, 2015, and may, by mutual agreement between the Calcasieu Parish School Board and the awardee(s), upon final School Board approval, be extended for two (2) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the term of the contract with the exception of the escalation provision noted above. The successful vendor(s) agree to this condition by signing its proposal.

D. RFP OPENING AND FORM: Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will announced with the explicit understanding that in no way shall such announcements indicate which proposal(s) will be accepted. All proposals submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

E. EXEMPT FROM THIS PROPOSAL: Purchases shall not include items available at lower prices on established Louisiana state contracts, cooperative proposal agreements which are awarded by other Louisiana school boards, city, Parish, or other local governmental agencies, Louisiana community colleges, GSA contracts and State University System contracts. The School District reserves the right to issue an RFP separately any item if deemed to be in the best interest of the District.

F. PROPOSER'S RESPONSIBILITY: Before submitting their proposal, each vendor is required to carefully examine the Request for Proposal specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the vendor will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.

G. OCCUPATIONAL LICENSE: Any person, firm, corporation or joint venture, with a business location in Calcasieu Parish, Louisiana, which is submitting a proposal, shall meet the Parish Occupational License Tax requirements. Vendors with a location outside Calcasieu Parish shall meet their local Occupational Tax requirements. A copy of the license is required to be submitted with the Proposal. It is the vendor's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the proposal not to be considered for award or renewal.

H. WARRANTY: All goods and services furnished by the proposer, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Proposer will take all necessary action, at Proposer's expense, to correct such breach in the most expeditious manner possible.

I. CPSB GOAL: The District strongly encourages the use of Local Small Business Enterprises for participation

as partners, joint venturers, prime contractor, and sub-contractors and in contracting opportunities.

J. PRICING: All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Calcasieu Parish, Louisiana to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise, Local Sales & Use Taxes & State of Louisiana Sales taxes.

K. TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Proposer's invoice. Itemized invoices, each bearing the Purchase Order Number or Work Order ID # must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

L. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Proposer retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Supervisor of Purchasing.

M. PACKING: All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number or Work Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.

N. INSPECTIONS AND TESTING: The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Proposer's risk. Such inspection, or the waiver thereof, however, will not relieve the Proposer from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

O. STOP WORK ORDER: The School District may at any time by written notice to the Proposer stop all or any part of the work for this RFP award. Upon receiving such notice, the Proposer will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.

P. INSURANCE AND INDEMNIFICATION: The Proposer agrees to indemnify and save harmless the Calcasieu Parish School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Proposer, its agents, employees, or representatives, or are arising from any Proposer furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Proposer will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District as required by the Risk Management Department. The Proposer must supply certificates evidencing such coverage prior to the performance of any work to the Risk Management Department.

Q. RISK OF LOSS: The Proposer assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Proposer or held by the Proposer or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Proposer until redelivery thereof to the School District.

R. LAWS AND REGULATIONS: Proposers will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Louisiana Statutes, and all rules and regulations promulgated thereunder. Proposers agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Louisiana, Parish of Calcasieu.

S. PUBLIC ENTITY CRIMES: A Proposer, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Louisiana State Statute, for a period of 36 months from the date of being placed on the convicted vendor list.

T. PATENTS AND COPYRIGHTS: Proposers agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this proposal, and will assume the defense of any and all suits and

will pay all costs and expenses thereto.

U. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of the Louisiana Statutes regarding such. All Proposers must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

V. TERMINATION: DEFAULT: The School District may terminate all or any part of a subsequent award by giving notice of default to Proposer, if Proposer: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

W. CONVENIENCE: The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Proposer for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Proposer for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of neither anticipated profit nor will reimbursement exceed the RFP value.

X. DRUG-FREE WORKPLACE: Whenever two or more proposals are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program as defined by Louisiana Statutes, will be given preference in the award process.

Y. PERFORMANCE: In an effort to reduce the cost of doing business with the School District, only a performance bond equal to 50% of the anticipated cost of services is required. However, upon award and subsequent default by Proposer, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Proposer in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.

Z. AUDITS, RECORDS, AND RECORDS RETENTION: The District or its representative reserves the right to inspect and/or audit the entire Proposer's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Proposer to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Proposer.

It shall be the responsibility of the vendor to:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
5. Persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (f) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

AA. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:

Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace to be tolerated. Violations will be subject to the immediate termination of the contract.

"Firearm" means any weapon " (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated. Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with state laws will enter onto any school site regardless of the physical presence of children.

BB. BACKGROUND AND SCREENING REQUIREMENTS:

In accordance with the requirements of the, Louisiana Statutes and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including screening requirements as outlined in the above-referenced statutes and School Board Policy prior to providing services to the School Board of Calcasieu Parish. It shall be the ultimate responsibility for the contractor to ensure that this screening is in compliance with the District's screening policies. Policies and procedures for this screening can be obtained from the Office of the Assistant Superintendent of Auxiliary Services located at the main office complex of the Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet all screening requirements as described in the above-referenced statutes, and School Board Policy.

Pursuant to the amendments to the statutes enacted by the Louisiana Legislature, requirements for certain fingerprinting and criminal history checks shall be applicable to contracted personnel who qualify for exemption from the screening requirements as provided by the above statutes and school board policy. In addition, the provisions of the above are incorporated herein, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with local policy unless more restrictive than state statute, will be superseded by said statute.

A non-instructional contractor is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Louisiana State Police Law Enforcement Division and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by the district and should it deem necessary, the Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present. The identification badge must be attached to the outer most clothing on the front, upper torso above the belt line and below the shoulders.

Contractor agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The cost of a Background Check is currently set by the Department of Public Safety, Office of the State Police. Remittance shall be made to the agency conducting the background check. The cost to obtain a mandatory identification card from the district is \$10.00 and will be collected separately.

Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Proposal/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or convictions(s), of any offense enumerated in School Board Policy within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the District immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the District of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

Calcasieu Parish School Board policy is always subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

CC. SAMPLES AND BRAND NAMES: BRAND NAMES.

Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Proposers offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Proposer will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Proposers will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Proposer agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Proposer's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Proposers are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

DD. EVALUATION CRITERIA:

Primary factors used to decide the award hereunder will be the qualifications/certifications of the firm and personnel proposed to do the work and cost proposal. Other factors that may be used in the evaluation of this proposal will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Proposer's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Louisiana.

EE. CLARIFICATIONS AND INTERPRETATIONS:

The School District reserves the right to allow for clarification of questionable entries, and for the Proposer to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Supervisor referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the Proposer will constitute an acceptance by the Proposer of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this Proposal. It is the Proposer's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the school Districts website at <http://www.cpsb.org/Page/524> or <http://www.centralbidding.com> at least five workdays prior to the opening date. The Proposer shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

FF. DISPUTE RESOLUTION CLAUSE:

In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

GG. PROTESTING PROPOSAL SPECIFICATIONS:

Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after official posting or receipt of this RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays, days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed. Failure to file a notice of protest within the time prescribed by law, shall constitute a waiver of proceedings under said, statutes and school board policy. All protest are to be directed to:

*Joseph E. Feucht, Supervisor
Calcasieu Parish School Board
3310 Broad Street
Lake Charles, LA 70615
337-217-4070 Ext. 2301
Email: joseph.feucht@cpsb.org*

HH. NOTICE OF INTENT TO AWARD:

Once proposals are evaluated and a recommendation for award has been determined by the District a "Notice of Intent to Award" will be sent to the successful vendor(s) in an effort to schedule the final negotiation process for final recommendation to the Calcasieu Parish School Board.

Criteria to be used in the evaluation of the award(s):

CRITERION 1:	Qualifications/Certifications of the Firm	+ 0 - 30	_____
CRITERION 2:	Cost Proposal		
	Labor per hour cost	+ 0 - 25	_____
	Materials markup %	+ 0 - 15	_____
CRITERION 3:	Location of Vendor in relation to CPSB	+ 0 - 10	_____
	Office locations within Parish: + 10		
	Offices located outside this parish: + 0		
CRITERION 4:	Quality of References	+ 0 - 15	_____
	School Board or similar size entity references + 15		
CRITERION 5:	Professional Organization Membership & CPSB	+ 0 - 5	_____
TOTAL SCORE			_____
Ranking:			_____

II. PROTESTS TO CONTRACT AWARD:

The District shall provide notice of a decision or intended decision concerning a solicitation, contract award(s), in general session. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the proposal evaluation by the Purchasing Department "Notice of Intent to Award" concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Louisiana State Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Calcasieu Parish School Board consistent with Board Policy. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. Failure to file a notice of protest within the time prescribed by law and posting of bond, shall constitute a waiver of proceedings under the terms of this agreement.

Formal, written protests will be reviewed by the Purchasing Supervisor, who will offer the protesting proposer the opportunity to meet and discuss the merits of the protest with the administrative staff and legal counsel. If the protest is not resolved, the proposer may seek relief by complying with the rules set forth to address the Board during the general monthly meeting. Should the proposer not agree with the decision of the Board, the vendor shall have the opportunity to address the issue using other legal means as provided for by statute.

JJ. CONTACT:

All contact and requests for clarifications should be submitted via e-mail to: joseph.feucht@cpsb.org no later than 48 hours prior to the Board meeting in which the item will be acted upon. Requests and clarifications will be posted via addenda no later than 24 hours prior to Board meeting. Prospective proposers shall not contact any member of the Calcasieu Parish School Board, Superintendent or staff regarding this proposal prior to the final tabulation and award recommendation. Any such contact may be cause for rejection of your proposal out of a perceived threat.

KK. PROPOSAL PREPARATION COSTS:

Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation and submission of a response to this proposal.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. AGREEMENT FORM:

The basis of our agreement shall be the terms and conditions of this Request for Proposal and the proposer's response thereto. Any alternative agreement form or document required by proposer shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this RFP or negotiate mutually acceptable terms or conditions as it deems appropriate.

B. INTERPRETATION OF PROPOSAL DOCUMENTS:

No interpretation of the meaning of the RFP, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer verbally. Every request for such interpretation or correction should be made in writing, via fax or e-mail no later than twenty four hours prior to proposal opening. Questions, concerns and responses will be emailed, to all known vendors submitting proposals. All such interpretations and any supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given through a written Addenda issued by the Purchasing Department shall be binding. No other source is authorized to give information concerning, or to explain or interpret the RFP. It shall be the Proposer's responsibility to confirm with the Purchasing Department, that they have received all Addenda issued, to obtain all such Addenda, and to return executed Addenda with their proposal response.

C. FIRM OFFER:

Any proposal may be withdrawn until the date and time set for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this RFP. Such offer shall be held open for a period of sixty days from RFP opening date or until one or more of the proposals have been awarded by the District.

D. RESERVATION FOR REJECTION OR AWARD:

The Board reserves the right to reject any or all proposals, and to request re-proposal. The Board reserves the right to award on an individual basis, to one or more vendor as it sees fit and is in the best interest of the Board.

E. CLARIFICATIONS:

The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Proposer, to accurately evaluate the proposal. Such information shall not materially change the original proposal response nor serve to allow the addition of new information that was not originally expressed or referenced.

F. OTHER CONTRACTS:

The District reserves the right to use other existing proposals, contracts, or approved sources (i.e. State of Louisiana contracts) when determined to be in their best interest. The District also reserves the right to propose separately any item(s) and/or service(s) covered under this agreement if deemed to be in the best interest of the District at any time during the term of this agreement.

G. COMPLIANCE WITH STATE/FEDERAL REGULATIONS:

Louisiana State Statutes or Louisiana Administrative Codes compliance: The vendor certifies by signing the proposal that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Supervisor of Purchasing, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

H. INDEMNIFICATION:

Successful proposer agrees to indemnify and save harmless the Calcasieu Parish School System, its officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful proposer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful proposer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful proposer.

I. INSURANCE:

1. The successful proposer(s) agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000.00 with an Insurance company rated not lower than "A" and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Supplier and a copy thereof shall be delivered to the Office of Risk Management prior to Calcasieu Parish School Board before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves construction to be performed by the Supplier, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000, and the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in the first paragraph of this section. The named insured on the Owners and Contractors General Liability Insurance policy shall be the Calcasieu Parish School Board.
3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Supplier, the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Louisiana State Statutes, and Employer Legal Liability Insurance in the amount as required by state statute.

J. TERMINATION:

Except as it relates to any warranty provision established by this agreement and in addition to any and all rights by the parties in law or equity, the Successful proposer may terminate this agreement at any time with thirty (30) days written notice to other without penalty. The District may unilaterally terminate this agreement within thirty (30) days written notice to Contractor without penalty at any time. In the event of termination, the Contractor (a) shall be responsible for the delivery of all products and services up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.

K. COMPLIANCE WITH LAWS:

Proposers shall comply with all federal, state and local laws applicable to it and the performance of its obligations under the proposal.

L. GOVERNING LAW AND VENUE:

All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Louisiana. Venue in state court shall be in Calcasieu Parish, Louisiana. Venue in federal court shall be in the United States District Court, appropriate District of Louisiana, and division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Louisiana without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

M. COMPLIANCE WITH SCHOOL CODE:

Proposer agrees to comply with all sections of the Louisiana Education Code, Louisiana Statutes as it presently exists, and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Louisiana Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

N. PUBLIC RECORDS LAW:

Pursuant to Louisiana Statute, it is the practice of the Board to make available for public inspection and copying any information received in response to a Request for Proposals (RFP). No action on the part of the respondent to an RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

O. NONDISCRIMINATION CONTACT INFORMATION:

No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: The coordinator, Office of Title IX, Calcasieu Parish School Board 3310 Broad Street, Lake Charles, LA

IV. PERFORMANCE REQUIREMENTS/SPECIFICATIONS & INSTRUCTIONS TO PROPOSERS

A. TERMS OF AGREEMENT

The District will enter into a term contract agreement with a contractor(s) that is qualified and licensed to provide general contracting services. This agreement can be renewed annually upon mutual consent (and final approval by the School Board of Calcasieu Parish,) for a total not to exceed three-years. The agreement's first term will be effective after School Board approval on or about April/May 2014 for July 1, 2014. Annual expenditures will vary based on District wide needs and corresponding availability of funds.

B. INTENT:

It is in the intent of the District to establish fixed prices for maintenance and repair services as specified herein from a qualified source(s) of supply that will give prompt and professional service.

C. ADMINISTRATIVE PROCEDURES:

The awarded contractor(s) will provide, as requested, job estimates at no charge to the District. Upon acceptance of the job estimate the contractor will be requested to perform the project specific duties as assigned. The timeframe of each project will be "as required" and at the direction of the District appointed project coordinator. The project will be deemed complete when the work has been reviewed and approved by the project coordinator or his designee. Once completed, the contractor should submit to the project coordinator or his designee, an itemized invoice showing date, location, hourly labor rates for all position titles and materials (cost and mark-up) necessary for each individual project assigned.

D. FAMILIARITY WITH SITES:

All proposers are encouraged to make site inspections of schools to familiarize themselves with the unique environment where the work is to take place and to establish work procedures that minimize disruption of the school day. A District representative is available to answer questions regarding problems, safety considerations or other conditions unique to the District. Submission of a proposal shall constitute acknowledgement by the Proposer that he is familiar with all site conditions. The failure or neglect of a Proposer to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his proposal and shall not entitle the awarded contractor to additional compensation after contract award.

E. REFERENCES:

Each Proposer is required to submit a list of three (3) references using the format on the attached "Vendor Reference Form". Proposer must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references will result in the Proposer not being considered for award. Unsatisfactory references may result in the Proposer not being considered for award.

F. RESPONSE TIME:

The contractor will be required to respond to any request for routine service within forty-eight (48) hours' notice. Routine service is defined by these specifications as regularly scheduled work/maintenance not deemed to be an emergency as requested by the District Authorized Representative.

G. EMERGENCY SERVICE:

In the case of a designated emergency, the successful contractor must be able to respond to an emergency call within two (2) hours. Emergency service is defined by these specifications as an unexpected situation or occurrence that demands two (2) hour or sooner response by the contractor due to acts of nature or any life threatening situation for building occupancy or as declared at the sole discretion of the District

Authorized Representative.

H. VENDOR QUALIFICATIONS:

These qualifications will serve as the minimum requirements for vendors submitting proposals in response to this RFP.

1. At the time of submitting their proposal, and throughout the term of this Agreement, the vendor shall hold and maintain an active valid certified license with the State of Louisiana as a General Contractor with appropriate contractor endorsements dealing with the scope and range of work required. Copies of the qualifier's Louisiana State license(s) shall be submitted with the proposal.

2. The vendor submitting their proposal shall have been in business for a minimum of two (2) years as a general contractor, doing maintenance and repairs for commercial, industrial and institutional customers, and shall present documentation verifying that experience.

3. The vendor shall maintain offices, shop facilities and personnel located in the Parish of Calcasieu. The vendor shall be accessible, toll free by telephone from Calcasieu Parish during regular business hours. The vendor shall submit a list of the names and all cellular phone numbers of their service managers, service supervisors, service salesmen, service technicians and service dispatchers. An answering service for emergencies capable of contacting vendor's appropriate staff shall be available on a twenty-four (24) hour basis during the term of this Agreement should the vendor not have cellular service available.

4. The vendor shall supply a list of all service personnel currently employed who will be performing service to the District during the term of this Agreement. The list should include the following information:

- a. Years of general contracting service experience.
- b. List of qualifications.
- c. Copies of specialty certifications.

5. All required vendor qualification documents shall be submitted with the proposal. All qualification documents shall be evaluated by the District before any recommendation of award will be made. During the term of this Agreement, any change in the license status of the vendor, vendor's subcontractor(s) if allowed, or technicians' certificate status, shall be reported, in writing, to the District Authorized Representative within five (5) working days of the occurrence.

6. The vendor is required and shall have the capability to simultaneously perform work at multiple locations throughout the District when requested to do so.

7. It is the responsibility of the vendor to comply with all codes and regulations as they pertain to performance of the work under the terms of this Agreement.

I. INDIVIDUAL PROJECTS:

All contracted services shall be assigned on a rotational basis. The firm prices as proposed under this agreement will be the basis for all services/billings as a result of performance of award under this contract.

J. EQUIPMENT ACQUISITION:

The District is requesting a percentage (%) materials markup price from each Proposer as part of this RFP. The District will NOT accept any materials markup pricing that is in excess of 25% of the awarded contractors actual cost for the materials. The mark up percentage may not be applied to any amount the vendor pays in sales tax for the materials or equipment. The awarded contractor, upon request, must provide the original invoice showing the contractors actual cost for any equipment/materials as provided. Further, the District reserves the right to acquire by its own means any equipment or materials necessary to perform the scope of work as delineated in this contract.

K. SCOPE OF WORK:

1. The contractor shall furnish at their expense all supervision, equipment, tools, machinery, labor, materials transportation and other items and services necessary to fully accomplish the projects as assigned in accordance with the terms, conditions and specifications of this RFP. NO TRIP OR VEHICLE CHARGES WILL BE ACCEPTABLE TO THE DISTRICT.

2. All work shall be accomplished in strict accordance with specifications set forth herein, and all applicable state, parish and local laws, codes and ordinances. In addition, without exception, the contractor shall comply with the letter and intent of all EPA, OSHA, and any other pertinent federal regulations and laws concerning the work specified herein.

3. The contractor is responsible for the protection of all buildings, structures and utilities that are under or above ground or on the surface, from their operations that may be hazardous and/or damaging to said facilities.

4. The contractor is responsible for the protection of all students, visitors, and District personnel against hazards and/or injuries due to their operations at the work site.

5. The contractor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.

6. The contractor shall not impede nor interfere with the normal function of the facility, its occupants or programs.

7. The contractor shall ensure frequent pick-up of all refuse, rubbish, scrap materials and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises and not disposed of in CPSB waste disposal containers.

At completion of work the contractor shall remove all work materials, tools, equipment, and surplus materials from the work site and leave project in ready-to-use condition. The District is not responsible for loss of tools or supplies.

L. WORKING DAY:

The normal working hours for the District are between 7:00 a.m. and 5:00 p.m. Monday through Friday. Projects will be mutually scheduled as required by the District's interests. Such scheduling will include off hours, weekends and holidays.

M. OVERTIME:

The awarded contractors must be available to provide service after normal working hours. Overtime pay as quoted on the Cost Proposal Form shall be paid for all hours worked after 5:00 p.m. and before 7:00 a.m. on weekdays and any work performed on weekends and holidays.

N. DISCRIMINATION:

Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods and training selection.

O. NON-EXCLUSIVE:

The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or Parish contracts, or to perform the work with its own employees in accordance with all applicable statutes and policies.

P. SAFETY:

The awarded contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the District. The awarded contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they relate to, and are applicable to the performance of the work of this contract.

Q. EMERGENCIES:

In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized District representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.

R. DAMAGE TO DISTRICT OWNED PROPERTY:

Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the District within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized District representative, may make repairs that are deemed within its capability. The District reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the District's operations. Costs of any replacement or repairs made by the District for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the District from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor.

S. SMOKING AND TOBACCO PRODUCTS:

Smoking and the use of tobacco products are prohibited on any school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.

T. IDENTIFICATION:

All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.

U. ATTIRE:

Proper attire shall be worn at all times.

1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts are allowed as exterior clothing).
2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
3. Proper shoes to insure the individual's safety shall be worn at all times.

V. FRATERNIZATION:

The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Calcasieu Parish Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with the District.

W. CONTRACTOR ACCESSIBILITY:

Contractor shall be accessible by a toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time.

X. STOPPAGE OF WORK:

The District reserves the right to stop work on any project if, in the opinion of the District's Authorized Representative:

1. Materials or work are not in conformance with applicable codes, standards, District specifications and/or accepted practices.
2. The contractor's activities result in damage to District property.
3. The contractor's activities interfere with the normal operation of the facility.
4. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities the contractor's personnel have not received their background clearances.
5. Any other condition, situation, or circumstance which, in the opinion of the District Authorized Representative, would be a detriment to the best interests of the District if allowed to persist.

Y. INSPECTION OF WORK:

The District reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the District will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection may be conducted to insure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the District to insure the correction to include, but not limited to, additional inspections, repairs and meetings.

Z. SUBCONTRACTING:

1. The awarded contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Sub-contracting for these base services is not allowed.
2. The District, for work where the contractor(s) are requested to perform additional services, may allow subcontracting.
3. Any work or service to be performed by a subcontractor must have the prior approval of the District. The District reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of proposal prices. The contractor shall inform the District Authorized Representative prior to scheduling any subcontractor's visit to any District facility.
4. Failure by the contractor to have a subcontractor approved by the District will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
5. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The District shall not be responsible for resolution of disputes between the vendor and any subcontractor.
6. The personnel of all subcontractors shall meet all of the requirements as stated herein.

AA. LAWS AND CODES:

All work shall be accomplished in strict accordance with specifications as set forth herein, and all applicable federal, state, Parish and local laws, codes, ordinances and School Board policies. In addition, without exception, the awarded contractor(s) shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal regulations and laws as they apply.

V. QUESTIONNAIRE AND RESPONSE

A. PROPOSAL REQUIREMENTS:

Proposers must submit one (1) original and two (2) copies of their completed proposal for this RFP. All proposals submitted in response to this RFP shall become the property of the District. Proposals should be sealed and mailed or hand delivered to: Calcasieu Parish Schools, Purchasing Department, Attn: Joseph E. Feucht, 3310 Broad St., Lake Charles, Louisiana, 70615.

Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Each page of the proposal should state the name of the proposer, the RFP number, and the page number. The District may request additional data or material to support proposals.

If any director, officer, employee, agent or other representative of a proposal, including any other parties that may be involved in a joint venture or a consortium with the Proposer, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, Joseph E. Feucht, Supervisor of Purchasing with respect to the proposer's response or any other proposer's response, the District shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

PROPOSAL ORGANIZATION:

Your proposal is to be organized and submitted in the exact format as listed below:

1. Proposal Acknowledgement form
2. Proposal Identification Label provided herein
3. Dispute Resolution Contact (See item FF)
4. Copy(ies) of Louisiana General Contractor license.
5. Company profile sheet to include: *(Proposals submitted without this information will be considered non-responsive and will not be evaluated for contract award).*

- a. primary focus of business dealings,
- b. contact person, address,
- c. phone number, office, cellular, and home
- d. brief statement of interest and qualifications,
- e. years in business, a list of technicians,
- f. physical location of business offices,
- g. cellular phone numbers, (other service employees)
- h. their years of commercial general contract service experience,
- i. service qualifications and
- j. copies of any supporting certificates.
- k. experience should be included of the personnel proposed to do the work.
- l. information on any current multi-year contracts of a similar nature and any unsolicited support the Proposer wishes to include.

6. Cost Proposal Form
7. Vendor Reference Form
8. Vendor Questionnaire
9. Drug Free Workplace Verification Form
10. Certification Regarding Suspension/Debarment
11. Sworn Affidavit - If required
12. Local Small Business (CPSB) consideration
13. Application for Vendor Status

C. DOCUMENTATION:

Proposer must include in their proposal all documentation that will be used during the course of this agreement. Proposer in all cases shall be in a position to assure a timely completion of services to the District. Proposer will be asked to commit to an acceptable response and turn-around time as a performance parameter to this agreement. Proposer will be audited during the contract to confirm that performance commitments are being met.

D: IMPLEMENTATION SCHEDULE:

Submission of Questions by Proposers	February 27, 2014
Distribution of Responses to Questions	March 10, 2014
Opening of Proposals (Proposals due no later than 1:00 P.M.)	March 31, 2014
Evaluation of Proposals	April 1-8, 2014
Negotiation Process with Vendors	April 9-14, 2014
Notice of Intent to Award Posted	April 23, 2014
School Board Consideration Date	May 6, 2014 Board Meeting

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of REP NO. 2015-28 GENERAL CONTRACTOR SERVICES FOR MINOR PROJECTS DISTRICT WIDE

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The Calcasieu Parish School Board, its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has fifteen business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet the requirements set forth in this RFP.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Louisiana Statutes.

"The Calcasieu Parish School Board" must be listed as additional insured on all liability coverage's except Workers' Compensation

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

Calcasieu Parish School Board
Risk Management Department
Attn: Risk Manager
3310 Broad Street
Lake Charles, Louisiana 70615

Instructions for Certification

1. By signing and submitting this form, vendor is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective vendor agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective vendor further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," without modification, in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective vendor covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATEMENT OF NON PROPOSAL

If you are not submitting a proposal on this service/commodity, please complete and return this form to: Purchasing Department, Calcasieu Parish School Board, 3310 Broad Street, Lake Charles, LA 70615 (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified list for the District.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Office Telephone: _____ Cell Telephone: _____

We the undersigned have declined to submit a proposal on your Request For Proposal for General Contract Work for the following reason(s). Check all that may apply.

- | | |
|--|--|
| <input type="checkbox"/> Insufficient time to respond to RFP | <input type="checkbox"/> Our current schedule would not allow us to perform the work |
| <input type="checkbox"/> Unable to meet bond requirements | <input type="checkbox"/> Our workforce would be insufficient to satisfy your needs. |
| <input type="checkbox"/> Cannot guarantee response times | <input type="checkbox"/> We work only in specific geographic areas |
| <input type="checkbox"/> Other (Please specify below) | |

Other: _____

Signature _____

Date _____



State Licensing Board for Contractors

This is to Certify that:

RIBBECK CONSTRUCTION CORPORATION
P. O. Box 5338
Lake Charles, LA 706065338

is duly licensed and entitled to practice the following classifications
BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE
CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Expiration Date: January 04, 2015

License No: 14387

Witness our hand and seal of the Board dated,
Baton Rouge, LA 11th day of January 2013

Will B. McCoy
Director

Bruce Lee
Chairman

Andy Ramsey
Secretary-Treasurer

This License Is Not Transferrable

CPSB Proposal # 2015-28

Opening Date: March 31, 2014

Proposal For: Ribbeck Construction Corporation

P.O. Box 5338 (70606)

3101 Lake St, Ste 206

Lake Charles, LA 70601

Item 5: Company Profile

- a. Ribbeck Construction Corporation is a General Contractor (LA G/C License # 14387) and our primary focus of business dealings is in commercial construction.
- b. Contact Persons: Edward Ribbeck or Amy Hammock, 3101 Lake St, Ste 206, L.C., LA 70601
- c. Contact Information: (337) 477-9652 Office, (337) 477-9654 Fax, (337) 912-5671 Buzzy's Cell, (337) 912-9789 Amy's Cell.
- d. Ribbeck Construction Corporation specializes in commercial renovations, remodels, and repairs, but also deals in commercial ground up construction.
- e. RCC has been in business for 32 years. (See Attached Staff List)
- f. Physical Address of RCC Office: 3101 Lake St, Ste 206, Lake Charles, LA 70601.
- g. See Attached Staff List.
- h. See Attached Staff List.
- i. See Attached Resumes for Ron LeBleu, Clay Harvey, & David Keele.
- j. See Attached Certificates.
- k. See Attached Resumes for Ron LeBleu, Clay Harvey, & David Keele.
- l. None

Ribbeck Construction Corporation
337-477-9652 Office
337-477-9654 Fax
STAFF PERSONNEL

<u>Position</u>	<u>Name</u>	<u>Construction Experience</u>
PRESIDENT	Edward Ribbeck buzzy@ribbeckcompanies.com (337) 912-5671 Cell	33 Years
CHIEF ESTIMATOR/PROJECT MGR.	Ron LeBleu ron@ribbeckcompanies.com (337) 912-1364 Cell	30 Years
SALES AND MARKETING	Amy Hammock amy@ribbeckcompanies.com (337) 912-9789 Cell	4 Years
ACCOUNTANT	Lisa Sanders lisa@ribbeckcompanies.com	12 Years
ENGINEER/PROJECT MANAGER	Camilo Garcia camilo@ribbeckcompanies.com	15 Years
OPERATIONS ASSISTANT	Elsa Ferguson elsa@ribbeckcompanies.com	6 Years
SUPERINTENDENTS	David Keele david@ribbeckcompanies.com (337) 853-7715 Cell	26 Years
	Clay Harvey clay@ribbeckcompanies.com (337) 853-5728 Cell	24 Years
CARPENTERS, LABORERS	RCC also has several dedicated hourly employees	

RESUME' OF

RON LEBLEU
2003 Third Avenue
Lake Charles, LA 70601
(337) 912-1364 (cell)
(337) 477-9652 (Work)

EXPERIENCE: RIBBECK CONSTRUCTION CORPORATION

01.93 to CHIEF ESTIMATOR/PROJECT MANAGER Present

Provides detailed auditable estimate by conducting an analysis of all bidding documents to arrive at the most accurate probable cost. Performs detailed individual line item quantity take-offs on itemized material, equipment, and labor for jobs ranging from \$1,000.00 to \$8,000,000.00. Answers to and receive instruction from management. Works with Job Coordinator and Job Superintendents in resolving field problems associated with the job. Issue purchase orders for materials, equipment, etc. associated with acquired jobs. Researches new products and procedures to keep abreast of new methods. Reviews all estimates assembled by other estimators, making any adjustments deemed necessary prior to submitting to management for review. Reviews project proposals or plans to determine frame, funding limitations, procedures for accomplishing project, staffing requirements, and allotment of available resources to various phases of project. Establishes work plan and staffing for each phase of project, and arranges for recruitment or assignment of project personnel. Confers with project staff to outline work plan and to assign duties, responsibilities, and scope of authority. Directs and coordinates activities of project personnel to ensure project progresses on schedule and within prescribed budget. Reviews status reports prepared by project personnel and modify schedules or plans as required. Prepare project reports for management, client, or others. Confers with project personnel to provide technical advice and to resolve problems. Coordinates project activities with activities of government regulatory or other governmental agencies.

04.82 to JOB COORDINATOR 01.93

Management responsibilities include but are not limited to direct supervision of all job superintendents. Reports directly to the company president or chief operating officer on job progress. Coordinate job start ups, labor procurement and dismissal. Assists in job scheduling, field design problems, management of subcontractors, job safety management, submittal shop drawing review and conduct pre-construction meetings.

RON LEBLEU

Page 2

WILDER CONSTRUCTION

11/79 TO 04/82 CARPENTER

Performed carpentry work on residential and commercial projects.

CHROMALLOY NATURAL RESOURCES

07/78 to 10/79

CHIEF ENGINEER OF PRODUCT VESSEL

Responsible for general engine maintenance and product transportation.

CHAPMAN CONSTRUCTION

07/77 TO 06/78 CARPENTER/APPRENTICE

Performed work as carpenter on residential and commercial projects.

EDUCATION:

Graduated from Barbe High School in May 1977.
Graduated from AGC Superintendent's School in 1989.
Complete AGC Planning and Scheduling Course 1994
Graduated from Construction Estimating Institute in 2000
Completed Claims Training Service- Successful Subrogating I - 2007

PERSONAL:

Date of Birth:	November 13, 1959
Birth Place:	Lake Charles, Louisiana
Age:	49
Marital Status:	Married
Height:	5'8"
Weight:	175
Health:	Excellent

CLAY HARVEY
P.O. Box 12193
Lake Charles, LA 70612
(318) 855-2885

EXPERIENCE

August 1995 -
Present

RIBBECK CONSTRUCTION CORPORATION

Jobsite Superintendent

General Contracting firm engaged in the construction and/or renovation of commercial and light industrial work, and insurance catastrophe repair work on commercial buildings. Specialization in construction of Jet Blast Deflector structures across the Nation at Military Bases and Civilian Airports.

Most recent projects as Superintendent:

Jeff Davis Bank – Kirby Branch – Lake Charles \$948,000

Jeff Davis Bank – Jennings \$1,160,489.12

Entergy Storeroom – Lake Charles \$1,076,288

Contact: Doug Wellborn – 337-431-6131

Luxor Office Building – Lake Charles \$2,705,000

Contact: Edward Ribbeck – 337-477-9552

Lafayette Toys R Us – Babies R Us Side by Side \$974,450

Contact: Mark Schlotzauer – 551-265-9724

Elevator Addition to A New Look \$308,625

Contact: Tom Shearman 337-494-4050

EXPERIENCE

August 1994
August 1995

PORT CITY GROUP

Carpenter

February 1994
August 1994

KING AND CO., INC.

Carpenter

September 1993
1994

PORT CITY GROUP

Carpenter

June 1993
September 1993

SONNY BELLON BUILDING SPECIALTIES

Carpenter

1989

Coil Tubing

CLAY HARVEY

Page 2

EDUCATION:

Graduate 1980
Belleville High School
Belleville, IL

Served in the United States Navy -1980- 1984 – Honorable Discharge

Carpentry Training through Carpenters, Piledrivers and Millwrights Local
953

Safety Training through Safety Council of Lake Charles

Red Cross
CPR Certified
First Aid Certified

HOBBIES:

Traveling, fishing, scuba diving

PERSONAL:

Date of Birth:	September 26, 1961
Marital Status:	Single
Health:	Excellent
Hobbies:	Travel Fishing

David A. Keele

Cell: 337-853-7715

**RIBBECK CONSTRUCTION CORPORATION
PROJECT SUPERINTENDENT**

Education: High School Graduate Barbe High School 1981

Ribbeck Construction Corporation (PRESENT) January 15, 1996 - Present

**Working Project Superintendent – Nation Wide
Commercial Retail Construction
Insurance Repair Construction
New Commercial Construction
Displays excellent Management and Communication Skills
Maintains a Well Run Project to Satisfy Project Schedule
Works Closely with Architects and Project Managers
Supervises Sub – Contractors Work and Quality
Reviews Plans
Obtains Permits**

Keele Construction – 1976 – 1996

**Carpentry, Renovation, Interior and Exterior Remodel
Vinyl Siding
Skilled Craftsman
Contractor**

ACTIVITIES/HOBBIES

**Hunting
Fishing
Spending Time with Grandkids
Collecting Antique Guns**

References Upon Request



DIVISION OF ENTREPRENEURIAL SERVICES

This certificate acknowledge that

Ribbeck Construction Corporation

is Certified-Active as Small Entrepreneurship with Louisiana Economic
Development's Hudson Initiative.

This certification is valid from 5/8/2013 to 5/8/2014

Certification #: 9983

A handwritten signature in black ink, appearing to read "John W. Matthews, Jr.", is written over a horizontal line.

John W. Matthews, Jr.,
Executive Director, Entrepreneurial Services

CITY OF LAKE CHARLES

P.O. Box 3706

LAKE CHARLES, LA 70602-3706

CONTROL NO. 0000914

THIS DOCUMENT MUST BE PUBLICLY DISPLAYED

OCCUPATIONAL LICENSE TAX LIC. TAX NO. 14-00001846



The person or firm named hereon has paid license tax as a
CONTRACTOR-LUMP SUM MAX \$750
For the year ending December 31, 2014

TAXPAYER:

RIBBECK CONSTRUCTION CORP
3101 LAKE STREET

DATE ISSUED: 3/3/14

LAKE CHARLES LA 70601

RECEIPT DATE: 3/3/14

LOCATION:

3101 LAKE ST LAKE CHARLES LA 70601

Issued for tax purposes only. Not valid for professional licensing or any other regulatory purpose.

PRICE SUBMISSION SHEET

STRAIGHT TIME

Weekdays 7:00a.m. – 5:00 p.m.

LABOR:

Tradesman /Other (each)

\$ 51.97 /hour

\$ 42.77 /hour

General Apprentice (each)

Laborer/Helper (each)

\$ 35.42 /hour

OVERTIME

Weekdays 5:00p.m. – 7:00 a.m.,
Weekends and Holidays

\$ 71.74 /hour

\$ 61.20 /hour

\$ 52.75 /hour

MATERIALS:

Invoiced Cost Plus % Markup

Material Invoice Cost:

0-\$10,000.00

Markup Percentage:

15 %

The District will not accept markup percentages in excess of 25% of the invoiced cost of the materials.

(Materials purchased by Contractor cannot exceed \$40,000.00 per project)

\$10,000. - \$40,000.00

10 %

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

☐ Yes ☒ No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

☐ Yes ☒ No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?

☐ Yes ☒ No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

☐ Yes ☒ No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

☐ Yes ☒ No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

☐ Yes ☒ No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

☐ Yes ☒ No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

☐ Yes ☒ No

REFERENCES

Please provide all requested information for each reference.

Company (1) Name: JD Bank
 Business Type: Bank
 Contact Person: Mike Easer
 Telephone: (337) 824-7241
 Email: mikee@jdbank.com
 Date Last Supplied Products or Services: 2013

Company (2) Name: Episcopal Day School
 Business Type: Private School
 Contact Person: "Boo" Kay
 Telephone: (337) 433-5246
 Email: bkay@episcopalday.school.org
 Date Last Supplied Products or Services: 2014

Company (3) Name: Diocese of Lake Charles
 Business Type: Catholic Diocese
 Contact Person: George Stearns (337) 439-7400
 Email: N/A
 Date Last Supplied Products or Services: Doing Work Presently

PROPOSAL SUBMITTAL REQUIREMENTS/ CHECKLIST: To help ensure that you include all the submittals necessary to complete a thorough evaluation of your Proposal, we suggest that you use this checklist as a reminder. Please include this checklist along with your response. Items checked "Required" must be submitted with your response or your Proposal will be declared non-responsive.

Verified	Required	Description of Submittal	Included
	<input checked="" type="checkbox"/>	ITP (Intention To Propose) - Proposer Acknowledgement Form	
	<input checked="" type="checkbox"/>	Proposer Identification Label (Occupational Licenses)	
	<input checked="" type="checkbox"/>	Dispute Resolution Contact	
	<input checked="" type="checkbox"/>	Copy of Louisiana General Contractor's License(s)	
	<input checked="" type="checkbox"/>	Company Profile Sheet to include:	
		a. Primary focus of business dealings	
		b. Contact person, address,	
		c. Phone number,	
		d. Brief statement of interest and qualifications	
		e. Years in business, a list of technicians	
		f. Location of company	
		g. Cellular phone numbers	
		h. Years of commercial contracting experience	
		i. Service qualifications and	
		j. Copies of supporting certificates	
		k. Experience resumes should be included of the personnel proposed to do the work	
		l. Information on any current multi-year contracts of a similar nature and any unsolicited support the Proposer wishes to include	
	<input checked="" type="checkbox"/>	Cost Proposal Form	
	<input checked="" type="checkbox"/>	Vendor Reference Form	
	<input checked="" type="checkbox"/>	Vendor Questionnaire	
	<input checked="" type="checkbox"/>	Drug Free Workplace Certification	
	<input checked="" type="checkbox"/>	Certification Regarding Debarment	
	<input checked="" type="checkbox"/>	Sworn Affidavits	
	<input checked="" type="checkbox"/>	Local Small Business Certification	
	<input checked="" type="checkbox"/>	Application for Vendor Status	

Vendor Acknowledgment and Approval

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your proposal in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the Calcasieu Parish School Board for the purposes as proposed and as described herein.

Please print below and sign where required.

<u>Edward T. Gibbeck / President</u> Authorized Representative's Name/Title	<u>[Signature]</u> Authorized Representative's Signature	<u>3/31/14</u> Date
<u>T. Gibbeck Construction Corporation</u> Company's Name	<u>(337) 477-9652</u> Telephone Number	<u>(337) 477-9654</u> FAX Number
<u>P.O. Box 5338</u> Address	<u>Lake Charles</u> City	<u>LA</u> State
<u>Edward T. Gibbeck</u> Area Representative	<u>(337) 477-9652</u> Telephone Number	<u>70606</u> Zip Code
		<u>(337) 477-9654</u> FAX Number

THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE
THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK

BUSINESS CERTIFICATION

The CPSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the CPSB has determined that it is in the best interest of CPSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures.

In the case of requests for proposals, letters of interest, best evaluated proposals, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, LSBE shall be assigned an additional 5% of the total evaluation points, provided the LSBE is certified and located within the local market area at least 6 months prior to the date upon which a request for sealed proposals is issued.

Check if you are requesting consideration as a certified LSBE: ☐ Yes or ☒ No

Contract award will be conditioned on meeting the requirements of this section. The Calcasieu Parish School Board requires the following: Not all work will require LSBE sub-contractors. Not all parts of this section will be required for proposal submission.

1. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
2. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
3. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
4. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
5. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after proposal submissions are not relevant to the decision to award.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature: _____

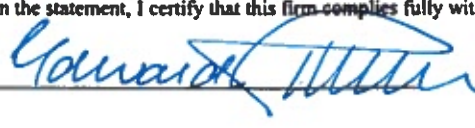


WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee s will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature: _____



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION** *-See next page for instructions*

1. The proposer certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name Ribbeck Construction Corporation

Name(s) of Authorized Representative(s)

Edward Ribbeck

Title(s) of Authorized Representative(s)

President

Signature(s)

Edward Ribbeck

Date

3/31/14

APPLICATION FOR VENDOR STATUS

COMPANY NAME: Ribbeck Construction Corporation
 CONTACT PERSON: Edward Ribbeck / Amy E Hammock
 PHONE NUMBER: (337) 477-9652 FAX: (337) 477-9654
 Primary Contact Email Address: buzzy@ribbeckcompanies.com / amy@ribbeckcompanies.com

CORRESPONDENCE:

ADDRESS: 3101 Lake St, Ste 206
 CITY: Lake Charles STATE: LA ZIP: 70601

REMITTANCE:

ADDRESS: P.O. Box 5338
 CITY: Lake Charles STATE: LA ZIP: 70606

PLEASE CHECK APPROPRIATE BOX:

☐ Individual/Sole Proprietor ☒ Corporation ☐ Partnership ☐ Other

PLEASE INDICATE THE FOLLOWING:

*If yes, certification required
 - (Please submit with form)

*Minority Vendor? ☐ Yes ☒ No Male ☐ Female ☐

Type: ☐ White: ☐ Hispanic: ☐ African American: ☐ Asian: ☐ American Indian: ☐ Other: _____

TAX IDENTIFICATION NUMBER: 72-0941490 OR _____
Federal Employer Identification Number Social Security Number

Internal Revenue Service regulations required that vendors must furnish their nine digits Taxpayer Identification Number (TIN).
 Purchase orders will not be issued to vendors who fail to provide a TIN.

By: Edward Ribbeck 3/28/14
SIGNATURE PRINTED NAME* DATE

*If TIN used is Social Security Number, Printed Name must be shown on Social Security Card.

.....
 Calcasieu Parish School Board Use Only

Assigned Vendor Number _____ Approved By _____ Entered By _____