

REMEDIATION AND EMERGENCY SERVICES

OBJECTIVES AND OVERVIEW

- 01.0** The State of Louisiana, hereafter referred to as “the State”, is seeking bids from qualified bidders, hereafter referred to as “Contractor” or “Bidder” to provide remediation and emergency services on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).
- 02.0** The State insures approximately 8,900 buildings and has agencies residing in approximately 2,600-leased spaces. It is the intent of the State to enter into a contract with one (1) or more experienced firms to establish remediation and emergency services throughout Louisiana for property insured through the State’s Self-Insurance Program. There are a wide variety of buildings, construction, and occupancy types involved in the Self-Insurance Program. Buildings may range from a single-story office, store-front type property, multi-story commercial office building, large sports arenas, university facilities, prisons, and medical facilities.
- 03.0** The goals of this ITB will be to:
- 03.1** Provide consistency for remediation services used by the State.
 - 03.2** Provide pre-positioned remediation contracts to streamline the process when services are related to a claim under the State’s Self-Insurance Program.
 - 03.3** Provide pre-positioned remediation contracts that are available to State Agencies for remediation work that is not claim related, should they wish to use the services.
 - 03.4** Obtain remediation services to:
 - 03.4.1** Stabilize affected buildings and/or contents;
 - 03.4.2** Prevent additional secondary damage from occurring; and
 - 03.4.3** Resume normal facility operations promptly.

DEFINITIONS

- 04.0** Catastrophe Event – A **presidentially declared disaster**. Examples provided include, but are not limited to, hurricane, flood, or tornado.
- 05.0** Non-Catastrophe Event – This can be a local or regional occurrence, which may affect one building or multiple buildings/facilities. Non-Catastrophe event examples include, but are not limited to, windstorm, flooding, freeze, fire, tornado, broken water line, hazardous material cleanup, and explosion.
- 06.0** Project – The work to be performed due to a specific request for remediation and/or emergency services arising from a Catastrophe or Non-Catastrophe Event.
- 06.1** All Projects will have an agreed upon scope of work.

METHOD OF AWARD

07.0 The Office of State Procurement intends to establish contracts with vendors who could supply the State with Remediation & Emergency Services to be furnished to state agencies within the State of Louisiana during both Catastrophic and Non-Catastrophe emergency situations.

The State anticipates that no single vendor will have sufficient inventory and/or personnel to meet the requirements of all projects as set forth in this solicitation. In addition, since no one knows where the next disaster may strike, it is impossible to know which vendors may not be accessible due to damage. Therefore, the State reserves the right to make multiple awards if deemed necessary to respond immediately and effectively with needed services in the event of an emergency.

Contracts will be awarded per Region as Primary, Secondary, and Tertiary based on bidder pricing, to the lowest responsive, responsible bidders meeting all of the requirements, qualifications and specifications. The region map is located under Exhibit 6.

Lowest bidders to be determined by a sealed cost model. The sealed cost model shall be available to bidders at the bid opening. If you are unable to attend the bid opening, please contact Kevin Rowell at Kevin.Rowell@la.gov to obtain a copy of the sealed cost model after the bid has opened.

SERVICES

08.0 The services the State seeks shall include, but are not limited to, remediation activities required because of fire, water, wind, mold, and other natural or manmade events.

08.1 This ITB does not include document restoration services.

08.2 The Contractor will not be responsible for reconstruction except to the extent necessary to complete remediation work. Neither permanent repairs nor reconstruction are part of this ITB.

08.3 Services shall be for remediation and emergency activities only.

08.4 The Contractor **must** be able to provide remediation services associated with fire/smoke damage, water damage, and mold damage.

09.0 The minimal remediation services that a contractor must be able to provide include, but are not limited to, the following:

09.1 Twenty-four (24) hours a day, seven (7) days a week accessibility and onsite response

09.2 Ability to respond to a Non-Catastrophe Event involving multiple buildings

09.3 Structural drying

09.4 Water extraction

09.5 Temporary climate control

09.6 Temporary power

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- 09.7** Mold and environmental remediation
- 09.8** Removal of asbestos-containing building materials (non-friable ACM), if present and impacted by the incident
- 09.9** Fire, smoke, and water remediation
- 09.10** Restoration and cleaning of structures/buildings and contents
- 09.11** Commercial cleaning and decontamination of HVAC systems and ductwork
- 09.12** Relocation services, including pack-out, cleaning, and short and long-term storage
- 09.13** Emergency board-up (temporary securing of windows/doors), if requested
 - 09.13.1** Contractor shall utilize personnel that have knowledge and experience in the trade associated with the temporary repair. The work performed must be accomplished and completed in such a manner as not to cause undue additional damage to the building.
 - 09.13.2** The involved agency may choose to use in-house staff, maintenance contractors, or other entities to perform emergency board-up, temporary roof repairs, etc.

- 10.0** If the Contractor cannot provide or fails to provide any of the services listed under Sections 8 and 9, the State may immediately terminate their contract.

- 11.0** The Contractor should provide copies of the following licenses/certificates with submission of their bid. This list is not all-inclusive of licenses that may be required to perform work under this contract. Additional requests for licenses/certification may be made by the Office of State Procurement (“OSP”). The Contractor must provide requested documentation within five (5) business days of the request.
 - 11.1** Mold Remediation License as issued by the Louisiana State Licensing Board for Contractors (LSLBC)
 - 11.2** Microbial Pest Control Applicator Certification issued by Louisiana Department of Agricultural and Forestry (provide copy of certification for all certified employees)
 - 11.3** Ground Owner Operator License issued by Louisiana Department of Agriculture
 - 11.4** Commercial License issued by the Louisiana State Licensing Board for Contractors with asbestos classification

- 12.0** Additional remediation services: The Contractor shall indicate if the firm is qualified/certified to perform other remediation services that the State might need. The Contractor should provide copies of all applicable licenses, certifications, and training if they wish to be considered for the additional remediation services. If not included with their bid submittal, the Contractor must provide requested documentation within five (5) business days of request by the Office of State Procurement.
 - 12.1** Lead Abatement projects Y N
 - 12.2** Hazardous material remediation, including disposal Y N

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12.3 Bio-hazard material remediation, including disposal Y N

12.4 Decontamination services for infectious diseases in accordance with Federal, State, and local guidelines. Y N

12.5 Other: if additional space is needed, provide the information as a separate enclosure:

QUALIFICATONS

13.0 The Contractor must be capable of arriving within the stipulated timeframes and performing the required services.

14.0 The Contractor must have the ability to provide and shall provide all services listed under Sections 8 and 9. Submission of a bid by the Contractor acknowledges and affirms that the Contractor can and will provide these services.

15.0 The Contractor must have at least five (5) years of contracted experience providing remediation and restoration services.

15.1 The Contractor shall provide a Project Manager with five (5) years or greater experience on all projects. The Project Manager shall be on-site during the entire length of the project and must be available to the State and/or its representatives on-site during the accomplishment of all work phases.

15.1.1 In the case of an event that has multiple, simultaneous projects in a localized geographical area, the Contractor may request permission to have one (1) Project Manager oversee several projects at once.

15.1.2 The Contractor must make the request to the Office of Risk Management (“ORM”) or ORM’s designee and receive written approval (email approval by ORM or the designee is permissible) whenever ORM is involved due to an insurance claim.

15.1.3 Approval will not be unduly withheld. However, if there is a large and/or complex project, that project must have a solely designated Project Manager

15.2 The Contractor shall submit a company resume for your business detailing experience with remediation work of the type required in this solicitation, staffing, service locations, etc. Include client references, other than the State of Louisiana, and resumes for all Project Managers with your company resume. This information must be submitted with your bid.

15.2.1 The minimum of five (5) years’ experience with remediation work must be reflected in the company and the project manager’s resumes.

16.0 The Contractor shall submit a financial statement affidavit showing gross revenue of at least \$1,000,000 to qualify for work under this contract.

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- 17.0** The Contractor should provide, on company letterhead, a written guarantee that the State will be given priority status by the Contractor when providing services needed due to a Catastrophe Event. If not included with their bid, contractor must provide requested documentation within five (5) business days of request by OSP.
- 18.0** The Contractor should provide contact information to the State and/or its representative for the following areas. This information shall be provided within two (2) business days of request by OSP.
- 18.1** A single point of contact to request service during regular business hours.
- 18.2** A single point of contact to request service after regular business hours, if it differs from the regular business hours.
- 18.3** A specific contact person to address service issues or problems that need to be addressed above the project manager level.
- 18.4** Should the Contractor's point of contact information change during the term of the awarded contract, the Contractor shall provide updated information immediately to Sherry Price, 225-342-8466, sherry.price@la.gov, with the State of Louisiana, Office of Risk Management (ORM) or authorized designee.

REMEDIATION RESPONSE REQUIREMENTS

- 19.0** The State is divided into three (3) regions as shown on Exhibit 6 Regional Map. Contractors may limit their bids to one (1) or more regions and/or event types (non-catastrophe and catastrophe). Contractors must:
- 19.1** Reply to notifications of a request for service as soon as possible, but not longer than **20 minutes** (i.e., make direct contact with state entity requesting remediation services) for a Non-Catastrophe event. This time frame is extended to **30 minutes** if request is due to a Catastrophe event.
- 19.1.1** If the state entity does not receive a response to the service request within the allotted timeframe, the state entity may contact the next Contractor.
- 19.2** Respond to a Non-Catastrophe Event immediately after accepting call-out for service with both personnel and equipment.
- 19.2.1** If the Contractor's immediate onsite response will take longer than 1.5 hours from the time the State called for service, the state entity may choose to move to the next Contractor.
- 19.2.1.1** The state entity may also choose to move to the next Contractor, if due to the nature of the incident, the state entity requires a faster onsite arrival time than the Contractor can make.
- 19.2.2** If the Contractor declines the remediation work, then the state entity will move to the next Contractor.

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- 19.2.3** Provide a detailed scope of work within **twenty-four (24) hours** after arrival. If the project calls for the use of Xactimate (see Section 30.0), the Contractor shall provide an Xactimate estimate/scope. The scope of work must be discussed with and agreed to by the Office of Risk Management (ORM) designee, when the project involves an insurance claim.
- 19.3** Promptly respond to a Catastrophe Event with personnel and equipment. If the catastrophe prohibits immediate access to the damaged property, the Contractor will respond with personnel and equipment, as soon as access is available (e.g. water recedes or live, downed power lines have been deactivated).
- 19.3.1** If the Contractor cannot be on site within the state entity’s needed timeframe, the state entity will move to the next Contractor.
- 19.3.2** Provide a detailed scope of work and cost estimate within **twenty-four (24) to forty-eight (48) hours** after arrival. If the size or complexity of the loss warrants, the Contractor and the State will agree upon preliminary verbal scope of work to ensure that the immediate remediation activities are not delayed. The written scope of work and/or estimate shall follow within the agreed upon timeframe. Scope of work must be discussed with and agreed to by the ORM designee when the project involves an insurance claim.
- 19.4** Upon arrival at the location, once the Contractor has viewed the site, **notification to the State’s Third Party Administrator (TPA) shall be made by the Contractor**. This is currently Sedgwick Claims Management Services. Notification should include the agency name, agency contact, the building name and location, a brief description of the incident, and current remediation activities.
- 19.4.1** Notify Sedgwick at 225-368-3500, between 8:00 a.m. and 5:00 CST, Monday through Friday.
- 19.4.2** If responding after 5:00 p.m. CST, on a holiday, or on the weekend **AND** the remediation activities will not exceed \$75,000, contact with the TPA must be made the next business day, no later than 9:00 a.m. CST.
- 19.4.3** If responding after 5:00 p.m. CST, on a holiday, or on the weekend **AND** the cost of the remediation activities will likely exceed \$75,000, contact Scott Smalley with Sedgwick at 901-569-5283.
- 19.4.3.1** If unable to make contact with the State’s TPA, contact Sherry Price with the State of Louisiana, Office of Risk Management at 225-342-8466 (office) or 580-574-9594 (cell).
- 19.4.3.2** If TPA contact information changes during the term of the awarded contract, updated information will be provided to the awarded Contractors.

GENERAL REQUIREMENTS

- 20.0** The Contractor will work closely with the Office of Risk Management or its designees on all Projects that involve an insurance claim. The Contractor will also work closely with the user agency.
- 21.0** All terms and conditions outlined in this ITB and its attachments/exhibits must be adhered to for all services provided. The Remediation and Emergency Services Project Agreement (hereafter referred to as “Project Agreement”) should be used for each Project arising out of this ITB, refer to Exhibit 8. All services requested involving a claim through the Office of Risk Management **MUST** utilize the Project Agreement.
- 21.1** If a state entity chooses to utilize the statewide contract for non-insurance related services, the state entity is responsible for all payments associated with the work authorized by the state entity.
- 22.0** In performance of any service, the Contractor shall protect the Project, adjacent property, and persons in a manner satisfactory to the State. Particular attention shall be given to the observation of all safety precautions so that the Project will not damage or endanger visitors, employees, property, or the public.
- 23.0** The Contractor shall provide adequate protection to adjacent areas to avoid damage to unaffected components.
- 24.0** The Contractor shall be responsible for any damage or injury due to any act or neglect attributable to persons working under the direction of the Contractor.
- 25.0** Scope of work, estimate/budget, and invoicing must breakout work/cost by building when there is more than one building involved on a Project.
- 25.1** The scope, estimate/budget, and invoicing should include the building name, building ID number, and the claim number. This information will be provided to the Contractor by the TPA’s claim examiner.
- 26.0** Scope of work, estimate/budget, and invoicing must breakout work/cost associated with contents related to a specific building.
- 26.1** The scope, estimate/budget, and invoicing should include the building name and ID number where the contents were located and the claim number. This information will be provided to the Contractor by the TPA’s claim examiner.
- 27.0** A Scope of Work and Critical Path projection is required within twenty-four (24) hours of arrival at the site (twenty-four (24) to forty-eight (48) hours for catastrophe events); a diagram including measurements should be included. The Scope of Work will not encompass any structural repair, reconstruction, engineering, or architectural services.

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- 28.0** The State of Louisiana Office of Risk Management and/or its designee must approve all Scope of Work, Critical Path projections, or changes to either if the Project involves an insurance claim.
- 28.1** Failure of Contractor to obtain approval from ORM and/or its designee before beginning work that changes the Project’s Scope of Work, Critical Path, or budget projection may result in the cost for the additional work being disallowed for payment partially or in its entirety.
- 29.0** The Office of Risk Management (ORM) and/or its designee must approve the use of an environmental expert or hygienist on any Project involving a claim through the ORM.
- 30.0** Projects with a value of \$50,000.00 or less will require a detailed unit price estimate from Xactimate. A diagram with measurements must be provided. The Xactimate estimate with a projected completion time will be considered as the Scope of Work.
- 30.1** The Xactimate estimate should be setup and printed with the following columns shown: Quantity, Unit Price, Tax, O&P, RCV, Depr, and ACV.
- 30.1.1** The columns must always be shown on the estimate, even though some will have a \$0.00 value.
- 30.2** Contractor shall include a TAM (Time and Material) report with recap by Category Only from Xactimate along with the Xactimate estimate.
- 30.3** The estimate should be submitted in a pdf format.
- 30.3.1** An exported copy of the estimate in an Excel format will be provided, if requested by the State or its designee.
- 30.4** A copy of the Xactimate.esx file must be provided to the State or its designee, if requested.
- 31.0** Projects with a value over \$50,000 will require a project budget presented with the Scope of Work based upon the submitted rate schedules. Any change in the Scope of Work, Critical Path projections, or budget projection must be submitted in writing. No change is authorized without the written consent of the State’s designated project representative.
- 32.0** If the Project involves multiple buildings at a facility/campus, the total estimated cost of all the involved buildings will determine if the Contractor should prepare Xactimate estimates (all remediation activities for all buildings are \$50,000.00 or less) or provide a budget and scope based on rate schedules. For either method, the Project will require a breakdown per building and for contents, as described under sections 25 and 26.
- 33.0** The State or its designee will review the Contractor’s Critical Path projection and/or projected completion schedule. Together, both the State or its designee and the Contractor will develop a mutually agreed-upon completion date for each building/area affected by a covered event.
- 34.0** The Contractor shall employ work persons who will perform the contracted services in a workmanlike manner. The State may request the reassignment of any person or persons employed by the Contractor on or about the worksite who fail to conduct themselves properly,

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proves to be incompetent or negligent in the proper performance of his duties, or neglects or refuses to comply with the directions of the State personnel or consultants. Such persons shall not be employed on a State project again without written consent from the State designated representative. The State shall not unreasonably exercise such right.

- 35.0** The Contractor will have safety policies and guidelines in place for work they perform. If the Project takes place at a state building, facility or location which has unique safety protocols or procedures (e.g., a prison, youth center, or medical/research facility), the state agency for which the remediation work is being performed will advise the Contractor accordingly. The Contractor is responsible for providing a safety officer, if the situation requires.
- 36.0** Some State locations, such as prison facilities, may require a background check to be performed on all of Contractor’s personnel that are part of the Project.
- 37.0** The Contractor’s workers will wear/carry on their person an identification badge if required by the facility where the project is located. At no time should a contractor employee, agent or subcontractor be in a restricted area or unsupervised on the property without the user agency personnel present or on job site. Examples include, but are not limited to projects in a prison, medical facility or research facility.
- 38.0** The State may retain the services of a consultant on some remediation projects. The State will inform the Contractor of the consultant’s name, contact information and designative representative status. When involved, the Contractor will work with the consultant to reach an agreed scope of work. The consultant’s activities may include, but are not limited to:
 - 38.1** Providing oversight, both onsite and offsite, of remediation activities on behalf of the State.
 - 38.2** Reaching agreement on the scope of work with the Contractor.
 - 38.3** Ensuring remediation activities are in line with the agreed upon scope of work
 - 38.4** Ensuring billing and invoicing align with the agreed upon scope of work and are in compliance with the contract.
 - 38.5** Providing direction to the Contractor of the State’s expectations.
 - 38.6** Obtaining and reviewing daily/weekly documentation of work performed, reviewing and auditing invoices/billing.
- 39.0** The cost data shall be provided daily to the State or its designee for projects above \$50,000.00 and weekly for projects up to \$50,000.00. Cost data shall be provided on all projects unless the State or its designee extends written permission that the daily or weekly cost data submissions may cease or changes the submission intervals. The cost data shall be provided in the following form:
 - 39.1** Beginning inventory counts on consumables, materials, and equipment.
 - 39.2** Daily sign-in/sign-out timesheets.
 - 39.3** Daily material usage reports.

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39.4 Daily equipment usage reports.

39.5 Ending inventory counts on consumables, materials, and equipment.

40.0 Workmanship of the Contractor shall be reviewed by the State representative to the extent necessary to determine that the work conforms to the specifications of the agreement. The presence or absence of an inspector or the performance or nonperformance of an inspector will not relieve the Contractor from any requirement of the contract or Project Agreement.

USE OF SUBCONTRACTOR(S)

41.0 Services of other remediation companies or companies supplying temporary labor used by the Contractor are not considered subcontractors for this purpose of this ITB.

41.1 Labor force that the Contractor obtains from other companies shall be billed for based on the labor schedule awarded under this ITB. The personnel must be qualified for the work they are to perform and provide proof of qualification, as needed, e.g., Project Manager, Certified Mold Technician, Restoration Technician, etc.

42.0 Rental services utilized to augment available equipment is not considered use of a subcontractor. Refer to Contractor's Non-Owned Equipment section.

43.0 The use of subcontractors should be extremely limited under this ITB. The Contractor will identify each required or anticipated subcontractor, which will perform services on a Project.

43.1 The Contractor will provide the qualifications and references of each subcontractor, as needed or requested by the State and/or its designee.

44.0 Subcontracted services and/or subcontracted rates for services, materials, and equipment must fall within the parameters of the industry-standard price index.

45.0 All subcontracted work must fall within the Scope of Work agreed upon for the Project.

46.0 A complete copy of the subcontractor's scope of work and bill/invoice must be submitted with the Contractor's invoice.

CONTRACTOR'S NON-OWNED EQUIPMENT

47.0 Billing related to equipment not owned by the Contractor.

47.1 Definition: For the purposes of this ITB, a rental equipment provider is an entity that does not also participate in Restoration/Remediation work.

47.2 If the Contractor **does not own** or normally carry the equipment, and rents from a rental equipment provider, the cost for the equipment rental is a reimbursable expense and will be paid based on actual cost and is not subject to overhead and profit.

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47.3 If the Contractor **owns** or normally carries the equipment but is out of stock, and rents from a rental equipment provider to cover shortages, the Contractor shall bill for the equipment based on the applicable billing method under the ITB, i.e. Xactimate or the Contractor's Equipment Schedule.

47.4 If the Contractor **owns** or normally carries the equipment but is out of stock, and rents from another restoration contractor to cover shortages, the Contractor shall bill for the equipment based on applicable billing method under the ITB, i.e. Xactimate or the Contractor's Equipment Schedule.

ITB PRICING SECTION / FEE PROPOSAL

The Bidder shall provide pricing for the services requested within this ITB as outlined below and in the Project Agreement. If awarded, the pricing/cost/fees provided will remain constant throughout the term of the contract and shall be used to determine total project costs. Bids that fail to include cost information will be rejected as incomplete and deemed nonresponsive.

Rate Schedules – Labor, Materials, Equipment – Losses / Projects over \$50,000.00

48.0 The Bidder shall submit Rate Schedules for personnel (labor), material, and equipment that the Bidder anticipates may be required to provide a complete response to any potential event/loss. The forms to submit this information are Exhibits 1-4. **Only the provided forms may be used; no other forms or formats will be considered for this ITB.**

49.0 The Bidders shall submit the Labor Rate Schedule for remediation/emergency services hourly rates. The schedule shall be listed by personnel classification.

49.1 Individuals identified and/or billed for rates related to supervisors, project managers, various skilled technicians/tradesmen, etc. must have the experience and specified certifications (if applicable) to support the personnel classification.

49.2 The support documentation/credentials must be available upon the request of the State and/or its designee. If additional workers are added throughout the Project that fall under supervisory or skilled technician/tradesmen classification, their certifications/credentials shall be made available upon request by the State and/or its designee.

49.3 Premium rates and after hour rates are not allowed. This ITB encompasses services that are available twenty-four (24) hours a day, seven (7) days a week.

49.4 Overtime labor charges for any personnel cannot be charged without preapproval and the consent of the State. Overtime labor charges, if approved, are based on actual, direct labor hours performed for Project.

50.0 The Bidders shall submit the Material Rate Schedule of products.

50.1 The specified unit of measurement provided with any mandatory items must be used.

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- 50.2** For all other entries, use the standard/customary units of measurement, e.g., gallon, bottle, box, can, linear foot, each, etc.
- 50.3** If using a measurement such as box or package, ensure the description provides detail of the quantity in the box or package.
- 50.3.1** Example:
- 1) The item is Bags, 6 mil. The Contractor's cost is per box. Ensure the size and count per box is included in the description, *Bags, 6 mil (33" x 50"), 75 ct. per box*;
 - 2) The item is Plastic Sheeting 6-mil Fire Retardant. The Contractor's cost is based on a roll. Ensure the sheeting size is included in the description, *Plastic Sheeting 6-mil Fire Retardant, 12'x100' per roll*
 - 3) Item description is Towels, Dust Cloths. The Contractor's cost is per box. Ensure the count (number of cloths in box) is included in the description, *Towels, Dust Cloths, 100 ct.*
- 50.3.2** Do not use Ready-To-Use (RTU) measurements.
- 51.0** The Bidders shall submit the Equipment Rate Schedule for equipment.
- 51.1** Rates for equipment rental must allow for a weekly and monthly rate. The weekly and monthly rates will be based on the daily rates provided by the bidder. The weekly and monthly rates will be calculated as follows.
- 51.2** Weekly (7 days) rates will be based upon four (4) daily rental charges. Example of rate calculations:
- 51.2.1** Equipment used for seven (7) days, daily rate \$35, weekly rental rate is \$140 (\$35 x 4), rental charge is \$140.
- 51.2.2** Equipment used for ten (10) days, daily rate is \$35, rental charge is \$245 (weekly rate of \$140 plus \$35 x3 days).
- 51.3** Monthly rates will be based upon three (3) weekly rental charges. Example of rate calculations:
- 51.3.1** Equipment used for thirty-one (31) days, weekly rental rate is \$140 (as calculated above), monthly rental rate is \$420 (\$140 x 3), rental charge is \$420.
- 51.3.2** Equipment used for forty (40) days (based on above daily, weekly, and monthly rates), rental charge is \$630 (\$420 monthly, \$140 weekly, \$35 x2 days).
- 51.4** The calculations methods shown above will be the basis for all weekly and monthly equipment rates UNLESS the Contractor chooses to provide a lesser rate.
- 52.0** Total rental rate of any individual rented equipment used for each project may not exceed the current market value of the equipment being rented. The State has the option of capping rental fees on any equipment used during a project once the market value has been reached on each piece of equipment.

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- 53.0** The Bidder's Rate Schedules **must** include the mandatory items listed on Exhibit 5.
- 53.1** Exhibit 5 includes personnel, materials, and equipment. The Bidder shall provide the rates for each category on the Mandatory Items List. The Bidder will also incorporate the mandatory items onto the appropriate Rate Schedule. The mandatory items are in red font and should be in **RED FONT** when the bidder incorporates the items onto the appropriate Rate Schedule. All other entries on the rate schedules should be in black font.
- 54.0** Rate Schedule forms are Exhibit 1-4; the Mandatory Items List is Exhibit 5. The Bidder must utilize the provided forms, **in Excel format**, when submitting the bid response. The exhibits are provided in an Excel workbook.
- 55.0** **It is the Bidder's responsibility to ensure that the mandatory items AND all other personnel positions, materials, and equipment needed to allow for complete response to Projects arising from this ITB are represented on the Schedules.** It is expected that the Bidder will add additional items to the various rate schedules.
- 55.1** If additional lines/rows are needed to list all the items, the Bidder may add/insert as many rows as necessary to accommodate the needed entries.
- 56.0** Additional fees or separate costs related to small tool charges are not allowed under this ITB. If the Contractor has a fee/cost associated with small tools, this amount shall be incorporated within the general labor hourly rate.
- 56.1** A list of example items that fall within the Small Tools category is attached as Exhibit 7; this is not an all-inclusive list. Additional itemized fees for Small Tools will not be allowed.

Unit Cost Pricing – Xactimate Estimate – Losses / Project \$50,000 or less

- 57.0** The Contractor may provide a discount percentage that will be applied to Xactimate estimates on the provided Schedule (Exhibit 4). Whether or not the Contractor provides a discount on Xactimate estimates, an entry **must** be made on Exhibit 4 to indicate a response. If the Contractor does not wish to provide a discount on Xactimate estimates, then an entry of "0" should be entered.
- 58.0** Overhead and Profit is not applicable to Xactimate estimates.
- 59.0** Premium or after hours rates/charges are not allowed. This ITB encompasses services that are available twenty-four (24) hours a day, seven (7) days a week.
- 60.0** Overtime labor charges for any personnel cannot be charged without preapproval and the consent of the State. Overtime labor charges, if approved, are based on actual, direct labor hours performed for Project.

Additional Fee – Applicable to both Rate Schedule and Xactimate Pricing

Revised Attachment B – Specifications per Addendum No. 1 (7/14/2020)

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- 61.0** The Contractor shall include a Catastrophe Fee on the provided Schedule (Exhibit 4). This fee shall be calculated based only upon labor and must fall within the range of 0% to 5%.
- 61.1** This fee is only applicable when responding to a Catastrophe Event and is a required item.
- 61.2** The Catastrophe Fee will not be applied to Contractor’s material or equipment billing nor is it applied to reimbursable expenses or Subcontractor billing.
- 61.3** This fee applies to any size project, when applicable.
- 61.4** This fee allows for the increased labor burdens, logistics issues, etc. associated with a Catastrophe event.
- 62.0** No other additional fees are allowed. Rate Schedules for materials, equipment and labor are inclusive.
- 63.0** Travel related costs are not anticipated with this ITB. However, should travel costs be warranted on a specific Project, pre-approval is required by the State. If there are travel costs warranted on a Project AND pre-approval by the State is granted, those expenses may not exceed the allowable amount per the State Travel Policy Guidelines, as shown in the Travel Guide – Pocketsize (ensure the Travel Guide being used encompasses the dates the travel took place). Receipts are required unless otherwise instructed by the State, in writing. The Travel Guide - Pocketsize can be found on the State of Louisiana DOA website at <https://www.doa.la.gov/Pages/osp/Travel/travelPolicy.aspx>.
- 63.1** Travel and other reimbursable expense shall constitute part of the total maximum payable under the contract.
- 63.2** Reimbursement of travel expense shall be in accordance with Administration Policy and Procedure Memorandum 49 (PPM 49), LAC 4, Part V.

PROJECT INVOICING

- 64.0** Support documents for invoicing under this ITB shall include:
- 64.1** Original or certified copy of personnel sign-in/sign-out timesheets.
- 64.2** Original or certified copy of the material supplier invoice/cost, if applicable.
- 64.3** Original or certified copy of equipment supplier invoice/cost, if applicable.
- 64.4** Original or certified copy of freight invoice/cost, if applicable.
- 64.5** Beginning/Ending inventory.
- 64.6** Daily material usage reports.
- 64.7** Daily equipment usage reports.
- 64.8** Copy of written approval by the State or the State’s designated representative authorizing the work required with the first invoice.
- 64.9** Copy of approved change order submitted with associated invoice.

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- 65.0** All costs must be validated by documentation of charges appearing on the invoice for the Project. No unauthorized changes or charges that cannot be validated will be paid. No allocation of cost is allowed based on area-wide disaster circumstances.
- 66.0** All invoices must summarize the charges and discounts.
 - 66.1** When invoicing is based on an Xactimate estimate (Project \$50,000 or less):
 - 66.1.1** The discount should not be added into the estimate as a “write-in” entry.
 - 66.1.1.1** The invoice must show the amount of the Xactimate estimate and have an entry showing the discount percent and its correlating dollar value.
 - 66.1.2** The CAT fee should not be added into the estimate as a “write-in” entry.
 - 66.1.2.1** The invoice must show the labor amount from the Xactimate estimate and have an entry showing the CAT fee percent and its correlating dollar value when applicable.
 - 66.1.3** The invoice must show reimbursable (if applicable) and receipts must be included with invoice.
 - 66.1.4** The total of the invoice shall be the sum of the allowable charges less the discounts.
 - 66.1.5** A copy of the Xactimate estimate should be attached to the invoice.
- 67.0** All invoices involving insurance must include the appropriate identifying information.
 - 67.1** The claims examiner will advise at the onset of the claim the identifying information, this may include the project number, claim number, building name and building ID number.
- 68.0** If requested by the State or its designee, the Contractor will submit a signed and notarized Certification of Charges for each invoice.
- 69.0** Billing under this contract shall be in accordance with the agreed upon Rate Schedules and Xactimate Pricing Discount Schedule from the successful Bidder. Should the Contractor utilize services from other remediation companies or temporary labor/employment force companies those services shall be invoiced based on the Rate Schedule and Xactimate Pricing Discount Schedule awarded under this ITB.
- 70.0** The State, at its sole option, may retain up to ten percent (10%) of any progress or interim invoice until completion of Project.
- 71.0** Submission of bid for this ITB certifies that Contractor will be responsible for and will ensure all invoices and correspondence arising from a Project awarded from this ITB, will be submitted as outlined above and further specified in the Project Agreement, Exhibit 8.
- 72.0** Pricing under this ITB is to be extended to any facility/entity that is a part of the State.