**Request For Proposals**

**for**

**QUALITY ASSURANCE/ QUALITY CONTROL SERVICES**



**RFP# 107140-059**

**Proposal Due Date/Time: 3:00 PM CST, December 16, 2019**

**State of Louisiana**

**Division of Administration**

**Office of Community Development**

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**REQUEST FOR PROPOSALS**

**FOR**

**QUALITY ASSURANCE/ QUALITY CONTROL SERVICES**

1. **ADMINISTRATIVE AND GENERAL INFORMATION**

## Purpose

The Louisiana Division of Administration, Office of Community Development, (OCD) is issuing this Request for Proposals (RFP) to solicit Proposals from interested entities to provide Quality Assurance/Quality Control (QA/QC) consulting services in support of OCD’s Program for the floods of March and August 2016 and potentially expand those services to accommodate other similar programs including programs yet to be defined, and programs occurring as a result of past and future disasters or other federally funded initiatives.

OCD requires prospective Proposers to offer consulting services that (1) are based on an understanding of the Restore Louisiana Program (“Restore”) as outlined in the relevant Action Plan(s), <http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx>, (2) provide thorough knowledge of the Restore Louisiana Program policies, procedures and protocols, and, (3) monitor all work performed by the Restore Contractor (Program Management and Building/Construction Management services) for effectiveness and efficiency with programmatic, statutory, and regulatory requirements.

The OCD is responsible for managing all aspects of disaster recovery programs associated with Community Development Block Grant (CDBG) funds provided as a result of Hurricanes Katrina, Rita, Gustav, Ike, Isaac, the 2016 Severe Storms and Flooding, as well as other disasters and federally funded initiatives, including programs dedicated to building resiliency and mitigating future loss through activities funded by the National Disaster Resilience (NDR) funding and the Louisiana Watershed Initiatives. The Contractor will, when requested, provide technical assistance and expertise in QA/QC and related subject matter areas to assist the staff within OCD as required for managing the Programs associated with these and any future disasters for which OCD may become responsible. **Please note** **that A joint venture shall not be eligible to be a prime contractor.**

## Background

The State of Louisiana through the Office of Community Development (OCD) is requesting Proposals for immediate assistance with administering federal Community Development Block Grant (CDBG) funding, which was appropriated by Congress to assist Louisiana in the recovery of what is being referred to as the Great Floods of 2016.

In March and August of 2016, unprecedented rainfall caused rivers and lakes to swell, flooding parts of north Louisiana and much of south-central Louisiana. The floods killed 13 people and caused more than $8.7 billion in damages, with more than 140,000 people applying for disaster aid.

In response to the devastation caused by the flooding, the State, with funding provided by the United States Department of Housing and Urban Development (HUD), implemented a program to assist homeowners called The Restore Louisiana Program (“Restore”). Restore’s objective is to provide, among other things, reimbursement, reconstruction and rehabilitation to Louisiana homeowners affected by the flooding of 2016 for the damage to their homes. OCD is seeking to contract with an entity to provide Quality Assurance/Quality Control (QA/QC) services as described in Part 2, Scope of Work/Services.

The work to be performed is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The Restore Louisiana Program offers homeowners four solutions:

**Solution 1—** Turnkey (Full Service) solution whereby the Contractor evaluates the damage and estimates the scope of work, then contracts for all needed services—environmental reviews

including lead base paint testing, construction, legal services, etc. to bring the dwelling to a reasonable level of livability.

**Solution 2--** Homeowner Managed Construction whereby the homeowner has already engaged a construction contractor or chooses to engage their own construction contractor then in this situation, the Contractor will provide case management, environmental and Construction Management Services as needed.

**Solution 3--** Reimbursement solution whereby the homeowner has already restored the dwelling to livability or incurred construction costs and can provide itemized invoices and proof of payment for the eligible work performed. The Contractor shall confirm the work performed conforms to the level of actual flooding and determine if any additional work is required to restore the home to minimum Restore standards. The Contractor would be charged with verifying invoices, applying reasonable cost standards to the invoices and paying the homeowner the amounts due, less any duplicate benefits received by the homeowner.

**Solution 4--** Buyout solution whereby the State determines, with the assistance of the Contractor, that the property should not be rebuilt. (Not available with current federal funding).

## Goals and Objectives

The goals and objectives under this Contract includes the following:

1. To provide quality assurance/quality control services for the Restore Louisiana Program under the authority of the OCD.

## Term of Contract

The term of any contract resulting from this RFP shall begin on or about April 21, 2020 and is anticipated to end on April 20, 2023. OCD may exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

## Definitions

|  |  |
| --- | --- |
| **Action Plan** | Proposed activities approved by the Dept. of Housing and Urban Development (HUD) to guide recovery from a disaster. See http://www.doa.la.gov/Pages/ocd-dru/Action\_Plans.aspx |
| **CDBG** | Community Development Block Grant |
| **Contract** | Agreement which is executed by successful Proposer and the State as a result of this RFP. |
| **Contractor** | Denotes the proposer that is awarded a contract as a result of this procurement and will have full responsibility and liability for the completion of all deliverables. |
| **Contractor’s Program Manager** | Contractor’s principal point-of-contact for the State. |
| **Grant Management System** | eGrants version 2.x software shall be provided as the Grant Management System and hosted by the State. |
| **Homeowner Assistance Centers (HAC)** | Facilities set up to assist homeowners with their applications and questions. |
| **HUD** | U.S. Department of Housing and Urban Development, the federal agency that administers CDBG funds. |
| **OCD or the State** | Denotes the State of Louisiana by the Division of Administration, Office of Community Development. |
| **OSP** | Office of State Procurement, Division of Administration, State of Louisiana |
| **Program** | (or Programs) The Restore Louisiana Program (Restore), and other similar programs yet to be defined, including programs occurring as a result of past and future disasters. |
| **Program Services** | Denotes the QA/QC services to be provided by the Contractor awarded a contract under this RFP. |
| **Program Management and Building/Construction Management** | Services provided by the Restore Program Contractor secured through a separate RFP. |
| **Proposal** | A response to an RFP |
| **Proposer** | Denotes any organization that submits a Proposal responding to the RFP prior to award. |
| **QA/QC** | Quality assurance and quality control processes are the combination of [quality assurance](https://en.wikipedia.org/wiki/Quality_assurance), the process or set of processes used to measure and ensure the quality of a service (e.g. policy, IT, and construction), and [quality control](https://en.wikipedia.org/wiki/Quality_control), the process of ensuring services meet OCD expectations. Quality assurance is process oriented and focuses on defect prevention, while quality control is product oriented and focuses on defect identification. |
| **Restore Program Contractor** | Contractor secured through a separate RFP to provide Program Management and Building/Construction Management |
| **RFP** | A request for Proposals |
| **Specialized Advisory Services** | Services provided by the Contractor that require specific industry knowledge, which may include, but is not limited to: construction, financial, and/or housing-related services. |

|  |  |  |
| --- | --- | --- |
| **Solution** | | One of several tracks that can be chosen by applicants to this program to repair/rehabilitate, reconstruct, replace, and/or elevate their flood damaged home. |
| **Solution 1** | Turnkey (Full Service) solution whereby the Restore Program Contractor evaluates the damage and estimates the scope of work, then contracts for all needed services—environmental reviews including lead base paint testing, construction, legal services, etc. to bring the dwelling to a reasonable level of livability. |
| **Solution 2** | Homeowner Managed Construction whereby the homeowner has already engaged a construction contractor or chooses to engage their own construction contractor then in this situation, the Restore Program Contractor will provide case management, environmental and Construction Management Services as needed. |
| **Solution 3** | Reimbursement solution whereby the homeowner has already restored the dwelling to livability or incurred construction costs and can provide itemized invoices and proof of payment for the eligible work performed. The Restore Program Contractor shall confirm the work performed conforms to the level of actual flooding and determine if any additional work is required to restore the home to minimum Restore standards. The Restore Program Contractor would be charged with verifying invoices, applying reasonable cost standards to the invoices and paying the homeowner the amounts due, less any duplicate benefits received by the homeowner. |
| **Solution 4** | Buyout solution whereby the State determines, with the assistance of the Restore Program Contractor, that the property should not be rebuilt. (Not available with current federal funding) |
| **SOW** | | Scope of Work, which is used in this document to denote the allowable building specifications identified in Xactimate for repairs or reconstruction under the policies and procedures of the Program. |
| **State Program Manager** | | (SPM) - Provide oversight of Contract and serves as the principal point of contact on behalf of the State concerning Contractor’s performance under the Contract resulting from this RFP. Also oversees the implementation of the Program, including overseeing the corresponding day-to-day activities of the Contractor. |
| **Throughout this RFP the following terms shall be used to designate mandatory and non-mandatory requirements:** | | |
| **Shall, Must, or Will** | | Denotes mandatory language; a requirement that must be met without alteration. |
| **Should, Can, or May** | | Denotes desirable, non-mandatory language |

## Schedule of Events

| Event | Date |
| --- | --- |
| Advertise RFP and mail public announcements | October 30, 2019 |
| Deadline for receipt of Written inquiries | November 13, 2019, 4PM CST |
| Issue responses to written inquiries | December 3, 2019 |
| Deadline for receipt of Proposals | December 16, 2019, 3 PM CST |
| Oral Presentations, if required, on or about | January 13, 2020 |
| Announce award of Contractor selection on or about | February 17, 2020 |
| Contract execution on or about | April 20, 2020 |

**NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## Proposal Submittal

Entities who are interested in providing services requested under this RFP must submit a Proposal containing the information specified in this section. The Proposal must be received in hard copy (printed) version by the QA/QC RFP Coordinator on or before the deadline listed in Section 1.6, Schedule of Events. Fax, mail or e-mail submissions are not acceptable. The Proposal package must be delivered at the Proposer's expense to:

For In Person or Courier Proposal Delivery:

***QA/QC RFP Coordinator***

***Division of Administration***

***Office of Community Development***

***617 N. Third Street, Sixth Floor***

***Baton Rouge, La 70802***

The Proposer is solely responsible for ensuring that its Proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## Qualification for Proposer

### Mandatory Requirements

**Mandatory Requirements (Failure to satisfy mandatory requirements will result in rejection of the Proposal.)**

The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details. **This statement must be provided even if there are/were no such proceedings.**

The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP. **This statement must be provided even if there are/were no such proceedings.**

Also, the Proposer shall provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter**. These statements must be provided even if there are/were no such proceedings.**

The Proposer shall provide a statement of the Proposer’s involvement in litigation and/or any suspension or debarment proceedings that could affect this work. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension or debarment exists, Proposer shall so state.

### Desirable Qualifications

### 

OCD desires that the Proposer’s personnel resources meet or exceed qualifications listed in the Project Staff section of Part 2, Scope of Work/Services.

## Proposal Response Format

Proposers should respond to this RFP with a Technical Proposal, Cost Proposal, and Financial Statements as separate bound documents. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas. No pricing information should be included in the Technical Proposal.

Proposals submitted for consideration should follow the format and order of presentation described below:

### Cover Letter

A cover letter should be submitted on the Proposer’s official business letterhead explaining the intent of the Proposer and including the signature of an authorized representative.

### Table of Contents

The proposal should be organized in the order contained below.

### Executive Summary

This section should serve to introduce the scope of the Proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the Proposal is valid for a time period of at least 180 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the State.

This section should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in the Sample Contract, Attachment II, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. Selection of a Proposer does not require the State to agree to the proposed deviations. Negotiations may begin with the announcement of the selected Proposer.

### Corporate Background/Financial Condition/Experience

The Proposer should describe its firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure any recent or materially significant proposed change in ownership, and copies of the previous three (3) years financial statements, preferably audited. Financial statements should be submitted separately from the technical proposal.

If the Proposer intends to subcontract for portions of the work, the Proposer should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor (including all independent contractors). Background, financial condition and experience information should be provided for all subcontractors

By signing the letter and/or offer, the Proposer certifies that the signatory is authorized to bind the Proposer.

The proposal should include:

1. A brief statement of the Proposer’s understanding of the scope of the work to be performed.
2. Confirmation that the Proposer has or will obtain the appropriate state business license(s).
3. Confirmation that the Proposer has not had a record of substandard work within the past five (5) years.
4. Confirmation that the Proposer has not engaged in any unethical practices within the past five (5) years.
5. Confirmation that, if awarded the Contract, the Proposer acknowledges its complete responsibility for the entire Contract, including payment of any and all charges resulting from the Contract.
6. Any other information that the Proposer feels appropriate.
7. The signature of an individual who is authorized to make offers of this nature in the name of the Proposer submitting the Proposal.
8. State whether the Proposer has, in force, insurance coverage that meets the requirements of Attachment II, Sample Contract, or if the Proposer does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages.
9. Provide a brief statement describing the adequacy of the Proposer’s financial capacity to handle the requirements of this RFP.
10. Provide a descriptive list of all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Proposer or any of its officers, directors, or management personnel were or are defendants or targets of investigation.
11. Provide a descriptive list of all civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of $100,000.

The State reserves the right to request any additional information to assure itself of a Proposer’s financial status, qualifications, capacity and experience.

**Proposers Description, Capacity, Qualifications and Relevant Experience**

The proposal should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers, and email addresses.

* Describe all major engagements during the past ten (10) years in which the Proposer assisted a governmental entity in monitoring or auditing the delivery of disaster-related assistance.

* Describe all major engagements during the past ten (10) years in which the Proposer has assisted a governmental entity in monitoring the process improvements of public/private financing packages and/or advisory services for home construction for community development purposes. For each engagement, indicate whether the end users included homeowners or small-scale rental property owners.
* Describe any other experience or characteristics of the Proposer which demonstrates the ability to analyze information using broad and deep knowledge of both the business and the technical aspects of data systems.
* Describe the Proposer’s presence in Louisiana and commitment to hiring Louisiana residents and subcontractors who employ or will employ Louisiana residents/entities.
* Describe all experience in analytical data reporting for major engagements during the past ten (10) years in which the Proposer assisted a government entity with the reporting and compliance of disaster-related programs.

**Proposer should meet the following standards:**

* The Proposer should demonstrate successful experience in executing multiple engagements involving rapidly starting up implementation of business or governmental activities with annual expenditures in excess of $10 million.
* The Proposer, senior personnel of the firm, and/or subcontractor(s) identified in this Proposal should demonstrate experience in working with units of government in implementing or monitoring housing programs.
* Proposer and/or subcontractor(s) identified in this Proposal should have the demonstrated capacity to immediately deploy sufficient qualified personnel to complete services required.
* The Proposer should demonstrate in its offer that it has sufficient and qualified staff already dedicated to contract solicitations and management to enter into and manage any subcontracts proposed in the Proposal.
* The Proposer should demonstrate the ability to monitor and recommend improvements for data accuracy and reporting by presenting complex analytical issues in a clear and concise format.
* The Proposal and/or subcontractor(s) identified in this Proposal should have sufficient, demonstrated financial capacity to carry out the program.

### Approach and Methodology

The QA/QC Proposer shall provide their approach and methodology in providing the required services and identifying the tasks necessary to meet requirements described within Part 2, Scope of Work/Services. This section should describe the Proposer’s:

1. Understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of the State;
2. Approach for monitoring, testing, and reporting all relevant functions from the Restore Program to include, but not limited to, specific methodologies that will be used to minimize risk, ensure completion of critical tasks, construction activities and satisfactory customer service, and quality assurance process;
3. Approach for monitoring Program operations to provide greater efficiency and effectiveness and optimize the use of Restore Program Contractor’s personnel and other resources;
4. Describe the proposed mechanisms for delivering QA/QC services, e.g. reporting, sample monitoring of homeowner files, construction monitoring, IT data analysis;
5. Describe the strategy, methods, and timeline that the Proposer suggests for providing services to the Restore Program Contractor and OCD.
6. Describe the strategy for checking and testing fiscal controls and for ensuring that fiscal controls will be effective in preventing fraud and abuse and for complying with state and federal guidelines.

### Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the Program. This includes the Proposer’s own staff and staff from any subcontractors to be used. The Proposer should demonstrate that their staff (and any subcontractor(s) used) meet the desirable qualifications and have necessary experience and knowledge to successfully implement and perform the tasks and services listed within Part 2, Scope of Work/Services.

Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Customer references (name, title, company name, address, email addresses, and telephone number) should be provided for the cited projects in the individual resumes.

No key personnel may be assigned to the resulting contract without the written consent of the State.

The Proposer should also provide an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person to be assigned to the Program, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale personnel levels to maintain agreed upon service levels throughout the life of the Program. The Proposer should use the Staffing Plan Template, Attachment IV to assist in providing this information.

### Cost Proposal

The Proposer must provide hourly rates, inclusive of travel (unless allowed as an Other Direct Cost) and all project expenses, for providing the services described within Part 2, Scope of Work/Services. All cost information must be provided within Attachment III, Cost Proposal Template. All cost information should be reflective of the Proposer’s approach and methodology. All labor categories, and other direct costs are subject to written approval by the State.

**NOTE: Failure to complete and fill in all hourly rates in Attachment III, Cost Proposal Template, will result in the disqualification of the Proposal.**

If any part of the Cost Proposal Template, Attachment III is:

* Left blank;
* Multiple prices are proposed for any hourly rate; or
* Any changes are made to wording in the Cost Template,

**THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

The successful Proposer from this RFP may not charge higher than the proposed billable rates. OCD reserves the right to negotiate lower rates for all services or portions thereof. OCD requires the proposed or lower negotiated rates be effective for the entire contract term and any option period.

#### Hourly Fee Basis

Use the Cost Proposal Template, Attachment III, to provide the billing rate by labor classification to provide the services described within Part 2, Scope of Work/Services. Desirable qualifications for each labor category are included in Project Staff section of Part 2, Scope of Work/Services. Proposers must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any hours above 40 per week may require approval by the State and/or State Program Manager (SPM) and will be paid at the same agreed-upon billing rate listed in the Cost Proposal Template, Attachment III or a lower negotiated rate.

**These hourly rates will be in effect for the entire term of the Contract.**

#### Other Direct Costs

Other Direct Costs (ODCs) may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor’s operations under the Contract for these RFP services (per State PPM 49) (State does not anticipate any such extraordinary travel).

Prior to purchasing or leasing any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

#### State Furnished Resources

Any software or licenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an ODC. Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor’s performance under this Contract.

### Certification Statement

The Proposer must sign and submit the Certification Statement, Attachment I.

### Outsourcing of Key Internal Controls

Not applicable to this RFP.

## Number of Copies of Proposals

The State requests that the number of technical and cost proposal copies detailed in Section 1.11 be submitted to the QA/QC RFP Coordinator at the address specified. The portable devices shall include the Proposal in both PDF format and in Microsoft Word format with hyperlinks to the sections from the table of contents. At least one (1) copy of the Proposal should contain original signatures of those company officials or agents duly authorized to sign Proposals or contracts on behalf of the organization. A certified copy of a board resolution or other such document granting such authority should be submitted if Proposer is a corporation. The copy of the Proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

## Technical and Cost Proposals

The State requests the following:

One (1) Original (clearly Marked “Original”) and eight (8) numbered paper copies of the Technical Proposal. All should be clearly marked technical Proposal.

Two (2) portable devices (i.e. USB flash drive) of the entire technical proposal in PDF and Word format. All should be clearly marked Technical Proposal.

One (1) Original (clearly marked “Original”) and one (1) paper copy of the cost proposal. All should be clearly marked Cost Proposal.

Two (2) portable devices (i.e. USB flash drive) of the entire cost proposal in PDF and Word format. All should be clearly marked Cost Proposal.

If applicable, Proposer should also submit one (1) paper copy and one (1) portable device including the redacted version of the proposal. All should be clearly marked Redacted.

**NOTE: Financial statements for any Proposer who is a non-publicly traded entity should be submitted separately from the technical proposal. Two (2) hard copies of the appropriate financial statements should be submitted and clearly marked “Financial Statements”.**

## Legibility/Clarity

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

## Confidential Information, Trade Secrets and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of OCD.

Information contained within the response that has been designated by the Proposer as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.)* shall be in effect.  Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.  Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of their technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure.  The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

**“The data contained in pages \_\_\_\_\_of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of its proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract.  This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”**

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential.  If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, the State will notify the owner of the asserted data of the request. If the State determines that the information is not confidential and the owner of the asserted data does not want the information disclosed, within two (2) business days of being notified of the State’s determination and intent to release the information, the Proposer must notify the State that it desires to seek protective relief to prevent the disclosure. Notice of the institution of legal action must be received by 5:00 pm, Louisiana central time the next business day thereafter. Neither the State nor the requesting party shall be liable for damages, attorneys’ fees or costs of the Proposer in seeking the protective order.

With respect to information which the State does agree is confidential, the Proposer must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorneys’ fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. The proposals, including proprietary information, are also subject to disclosure to and review by the respective federal agencies administering programs for which services are provided under any contract resulting from this RFP.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

If the proposal contains confidential information, the Proposer shall submit a redacted copy along with a non-redacted proposal. If Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## Proposal Clarifications Prior to Submittal

### Pre-proposal Conference

Not required for this RFP.

### Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the QA/QC Coordinator at [**OCD.Proposals@la.gov**](mailto:OCD.Proposals@la.gov)or as listed below.

For In Person or Courier Proposal Delivery:

**QA/QC Coordinator**

**Division of Administration**

**Office of Community Development**

**617 N. Third Street, 6th Floor**

**Baton Rouge, La 70802**

The State will consider written Proposer inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the deadline specified in the Schedule of Events, Section 1.6. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at 225-219-9605 or via email at: [OCD.Proposals@la.gov](mailto:OCD.Proposals@la.gov) by 4:00 p.m. CST on the date specified in the Schedule of Events. Any and all questions directed to the QA/QC Coordinator will require an official response.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the OCD physical location. OCD is not responsible for any delays caused by the Proposer’s chosen means of proposal inquiries.

If delivering Proposal inquiries to the physical location, Proposers should allow time to be photographed and presented with a temporary identification badge to satisfy security requirements for the LaSalle Building.

Proposer is solely responsible for the timely delivery of its inquiries. Failure to meet the inquiries deadline shall result in inquiries going unanswered.

Official responses to each of the questions presented by the Proposers will be posted by the date specified in the Schedule of Events, Section 1.6. These responses can be accessed at the LaPAC website: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the QA/QC Coordinator or the designee has the authority to officially respond to Proposer’s inquiries on behalf of the State. Any communications from any other individuals are not binding to the State.

### Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement.  The Blackout Period applies not only to state employees, but also to any contractor of the State.  “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of Proposals for a particular procurement.  All solicitations for competitive sealed procurements will identify a designated contact person.  All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation’s defined method of communication with the designated contact person.  The Blackout Period will begin upon posting of the solicitation.  The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing contract only.  Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34: V.145.A.8;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure.  Procedural matters include deadlines for decisions or submission of Proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## Errors and Omissions in Proposal

The State will not be liable for any errors in Proposals. The State reserves the right to make corrections or amendments due to errors identified in Proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

## Changes, Addenda, Withdrawals

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

## Withdrawal of Proposal

A Proposer may withdraw a Proposal that has been submitted at any time up to the date and time the Proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the QA/QC RFP Coordinator.

## Wavier of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any Proposal.

## Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all Proposals submitted and/or cancel this announcement if it is determined to be in the State’s best interest.

## Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a Proposal does not affect this right.

## Cost of Proposal Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the Proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in anymanner by the State.

## Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor’s federal tax identification number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_, DUNS number \_\_\_\_\_\_\_\_\_\_\_\_\_, and state tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this contract by the Office of State Procurement (OSP).  The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the Agency so that the prospective Contractor’s tax payment compliance may be verified.  The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this contract by OSP.  The Agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

## Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 2536. The State must find that the selected Proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule;
4. Has a satisfactory record of integrity, judgment, and performance; and,
5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their Proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

## Prohibition of Joint Ventures/Subcontracting Information

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and Proposal. **A joint venture shall not be eligible to be a prime contractor.** These general requirements notwithstanding, Proposers may enter into subcontractor arrangements, however, they shall acknowledge in their Proposals total responsibility for the entire Contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor or vendor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and the State.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

***The prime Contractor should include in the proposal an executed statement from each subcontractor affirming the following: “I have read and understand the RFP and final version of the proposal submitted by (Proposer).”***

## Written or Oral Discussion/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible to being selected for the award to provide an oral presentation of how it proposes to meet OCD’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding If oral presentations are required, the original scores for Proposer Experience, Staff Qualifications and Approach and Methodology may be adjusted based on this additional information, using the criteria outlined in Part 3, Evaluation, of this RFP. The cost score will remain unchanged.

## Acceptance of Proposal Content

All Proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

## Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal(s) most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

## Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the Proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the Proposal.

The State reserves the right to negotiate reduced payment terms with the awarded Proposer.

The RFP and Proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its Proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds fifteen (15) days, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## Notice of Intent to Award

The evaluation team shall score the responsive proposals and make a recommendation to the head of OCD on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final Contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, and scores of each considered proposal along with overall scores of each proposal shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract is subject to the approval of the Division of Administration, Office of State Procurement.

## Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a Proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

## Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Workers Compensation coverage only.

### Contractor’s Insurance

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

### Minimum Scope and Limits of Insurance

#### Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the state of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Workers Compensation coverage only.

Before any work is commenced, the Contractor shall maintain during the life of the contract Workers’ Compensation Insurance for all of the Contractor’s employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all the latter’s employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers’ Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer’s Liability Insurance for the protection of such employees not protected by the Workers’ Compensation Statute.

#### Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

#### Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

#### Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non‑owned automobiles.

#### Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions.

### Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

#### Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor’s insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor’s insurance.

#### Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

#### All Coverages

All policies must be endorsed to require thirty (30) days written notice of cancellation to the OCD. Ten-day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD’s acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

### Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for Workers Compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

### Verification of Coverage

Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Office of Community Development, Its Officers, Agents, Employees and Volunteers

617 N. Third Street, 6th Floor

Quality Assurance/Quality Control

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. All tiers of subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor’s Certificates at any time.

### Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## Indemnification and Limitation of Liability

**GENERAL INDEMNITY LANGUAGE**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims , demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

**INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT**

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User’s unauthorized modification or alteration of a Product; (ii) Authorized User’s use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User’s and the State’s exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## Billing and Payment

The maximum amount of this contract is to be determined after contract award and negotiation (the “Funds”). Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. Contractor shall not attach any fee or “mark-up” to any ODC.

Payment of invoices must be approved by the Financial Manager of the Unit of OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM shall include a 25% reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

### Payment for Services Provided on an Hourly Fee Basis

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided, timesheets and such other information as determined by the SPM.

Hourly rates shall be inclusive of all Contract related expenses (i.e., per diem, office space, office and field equipment, etc.) for providing the services described herein. Hourly rates will be invoiced in accordance with the rate schedule in Attachment III, Cost Proposal Template or lower negotiated rates and shall not exceed the maximum amount of the Contract. The pricing and fee schedules in Attachment III, Cost Proposal Template or lower negotiated rates are made part of the Contract and will remain in effect for the term of the Contract. No travel expenses will be paid by OCD except as noted in Section 1.33.2, Payment for Other Direct Costs.

### Payment for Other Direct Costs

The Contractor may be reimbursed for Other Direct Costs (“ODCs”). ODCs may include, by example:

postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor’s operations under the Contract for these RFP services (per State PPM 49) (State does not anticipate any such extraordinary travel).

Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager. Prior to purchasing or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC along with the pre-approval from the SPM. The Contractor shall not attach any fee or other “mark-up” to the ODC.

## Termination

### Termination of the Contract for Cause

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain 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 offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice specifying the State’s failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

### Termination of the Contract for Convenience

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

### Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## Assignment

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights or the Contractor’s responsibilities and obligations.

## Right to Audit

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD’s federal grant providing the funds for the Contract.  Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The State Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor’s activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor’s outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD’s option, result in the withholding of future payments and/or return of funds paid under the Contract.

## Civil Rights Compliance

Contractor and its subcontractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010).

Contractor and its subcontractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

## Ownership of Documents

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

## Entire Agreement/Order of Precedence

This Contract together with the RFP and Contractor’s Proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor’s Proposal.

## Contract Modifications

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

## Substitution of Personnel

Personnel identified in the proposal and other key personnel, including the Contractor’s Program Director, assigned during the term of this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor’s reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

## Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All Proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## Claims or Controversies

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## Code of Ethics and other Procurement Limitations

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

In addition to the Louisiana Ethics Code, Proposer and all subcontractors must additionally comply with Louisiana Revised Statute 42:1114.3, which prohibits participation (either directly or through a subcontractor relationship) in the contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%.  Compliance of a subcontractor will be determined based on the value of the prime contract between the State and the successful Proposer.

A proposer which either directly or through a team member is prohibited from contracting pursuant to R.S. 39:1603 may be disqualified.

## Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

## Prohibitions of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1. **SCOPE OF WORK/SERVICES**

## Scope of Services

**Overview**

The State of Louisiana, with 51 out of its 64 parishes devastated by the Great Floods of 2016, received two Congressional appropriations totaling $1.657 billion. Both the March flood, impacting north La., and the August flood, impacting south La., wreaked destruction on homeowners, businesses (both large and small), and governmental entities. The U.S. Department of Housing and Urban Development (HUD) is the administering federal agency, and the Office of Community Development, (OCD) is the state agency charged with implementation of the disaster recovery programs.

Part 2 details the services and desired results that the State requires of the successful Proposer. The scope and quantities referenced in the RFP are estimated to be the amount needed. The State does not obligate itself to a Contract for or to accept more than their actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds.

The successful Proposer awarded the Contract under this RFP will be responsible for successfully evaluating, monitoring and reporting on the Restore Louisiana Program (Restore). The successful Proposer will provide Quality Assurance and Quality Control services for the Restore Program Contractor in regard to its Program Management and Building/Construction Management performance and potentially to other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disaster or other federally funded initiatives.

The successful Proposer will provide technical assistance and expertise in QA/QC and related subject matter areas to the OCD staff as needed for implementation, monitoring, assessment, and close-out of Restore program. The successful Proposer chosen through this RFP will also be expected to regularly coordinate with other OCD contractors.

The successful Proposer shall coordinate to the maximum extent possible with the State and the State’s Restore Program Contractor to create Program efficiencies and cost savings.

The Restore Program offers eligible homeowners the choice of four (4) Solutions:

SOLUTION 1. Turnkey (Full Service) solution whereby the Restore Program Contractor evaluates the damage and creates the scope of work, then performs or contracts for all needed services-environmental reviews/lead base paint testing, construction, etc. to bring the dwelling to a reasonable level of livability.

SOLUTION 2. Homeowner Managed Construction where the owner has already engaged a construction contractor or chooses to engage in a construction contract then the Restore Program Contractor will provide case management, environmental and construction management services, as needed.

SOLUTION 3. Reimbursement solution where the owner has already restored the dwelling to livability or incurred construction costs and can provide itemized invoices and proof of payment for the eligible work performed. The Restore Program Contractor shall confirm that the work performed conforms to the level of actual flooding and determine if any additional work is required to restore the home to minimum Restore. Program standards. The Restore Program Contractor would be charged with verifying invoices, applying reasonable cost standards to the invoices and paying the owner any amounts due, less any duplicate benefits received by the homeowner.

SOLUTION 4. Buyout solution when the State determines, with the assistance of the Restore Program Contractor, that the property should not be rebuilt. This solution may be implemented after commencement of the Program following a determination that sufficient funding is available.

Tasks to be accomplished under this RFP will be addressed with associated deliverables, and timelines, among other requirements. This Scope of Services addresses Contract functional tasks that OCD is soliciting to support the implementation and program management of the Restore Louisiana Program (Restore) and any other similar disaster recovery programs yet to be defined, including programs occurring as a result of past and future disasters.

The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this RFP. The Scope of Services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract resulting from this RFP, subject to the approval of the OCD State Program Manager and the Office of State Procurement (OSP). See Attachment V for current Restore Program Management Policies and Restore Building/Construction Management Policies. This Scope of Services addresses the need for subject matter experts to assist OCD in performing the tasks and services described in Section 2.2.

The Contractor is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940> for a list of Section 3 business.

The Contractor is encouraged to take all necessary affirmative steps to assure that small and minority businesses women’s business enterprises, and labor surplus area firms, are used when possible.

### Scope of Work

**As a result of this RFP, the State will be choosing one Contractor to provide QA/QC monitoring activities for the implementation and administration of the Restore Louisiana Program. NOTE: Any entity which has or receives a contract or subcontract for the Restore Louisiana Program will not be eligible to receive a contract or subcontract as a result of this QA/QC services RFP. The Contractor and any party performing services under this Agreement should not be providing program management or construction services to the State or to Restore grant recipients.**

The selected QA/QC Manager will act as the State’s agent to:

1. Assist in the continued development of policies and procedures that ensure that the Restore Louisiana Program (Restore) is operated in an accurate, efficient, effective and accountable manner.
2. Test and report that the Restore Louisiana Program (Restore) Contractor (this contractor will be procured through a separate RFP) operates the Program in accordance with the policies and procedures developed for the Restore program, as well as with applicable published Action Plans. This would include testing Restore program processes and sampling applicant files both at the eligibility and construction stages.
3. Monitor and test procedures to detect fraud, waste and abuse of Restore funds.
4. Develop and monitor controls to eliminate duplication of benefits from insurance companies, FEMA, and other sources of funds,
5. Develop and execute monitoring procedures to test compliance with federal and State regulations and compliance with the State’s contractual agreements with HUD.
6. Assist in developing and managing internal quality control processes to ensure consistency among 5-10 construction contractors.
7. Monitor and evaluate for compliance with the Scope of Work (SOW) and damage estimates as produced through the Xactimate software.
8. Design and produce reports as required by the Restore Program Contractor, OCD and other stakeholders upon request and approval by OCD.

## Tasks and Services

**Task 1:**

**Restore Program Monitoring**

Tasks associated with this requirement may include:

1. Evaluate and monitor Restore Program Contractor deliverables and performance measures providing documentation for the results of such monitoring efforts.
2. Provide recommendations, based on monitoring results, to OCD for Program adjustments.
3. Monitor through random sampling of construction projects under Solution 1.
4. Monitor, through surveys or other measures, homeowner satisfaction with the Program’s application process and the construction process under Solution 1-3.
5. Review and analyze a random sampling of homeowner files checking for consistency and compliance with all Program policies including but not limited to Program eligibility; income determination and duplication of benefits analysis.
6. Analyze the Program Management and Building Construction Management processes through coordination with the Restore Program Contractor making recommendations for greater efficiencies and more effective approaches.
7. Develop and execute processes for monitoring compliance with federal and State regulations and compliance with the State’s contractual agreements with HUD.
8. Monitor the Restore Program Contractor’s document and data collection and archiving processes to demonstrate the Program’s compliance with HUD and other governmental entities laws and regulations.

**Task 2:**

**Information Technology Software System Reporting and Monitoring**

Contractor will provide staff to prepare reports, graphs, and timelines for OCD and Restore Program Contractor. The QA/QC Contractor will have a comprehensive understanding of the State’s Grant Management System (eGrants Plus) along with other software required for the success of the Program. Tasks associated with this requirement, include:

1. Prepare and deliver scheduled pipeline and situation reports to OCD along with other requested reports required throughout the Program.

1. Provide inventory dashboard reports to the Restore Program Contractor and OCD as requested. These reports should be created to run automatically once designed and approved.

1. Knowledge and ability to work within an Oracle database, business objects, sequel, and toad environments.
2. Review and modify all eGrants business customizations required by OCD or Restore Program Contractor to result with the greatest efficiency and effectiveness as possible.

1. Contractor shall work with OCD to produce any documentation required to facilitate an audit (internal or external) of OCD when needed, in an urgent matter.
2. Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by OCD.
3. Review Program procedures, job-aids, centralized electronic repository, and training material to ensure consistency and accuracy with Restore Program policy.
4. Review Environmental Review Record (ERR) for compliance with HUD and other governmental laws and regulations as well as compliance with Program procedures.

**Task 3:**

**Business Processes**

The Contractor will provide staff to assist OCD staff with the design or enhancement of the processes, policies, and procedures for the Restore Louisiana Program administered by the OCD. Tasks associated with this requirement, include:

1. Evaluate ongoing processes for efficiency and effectiveness.

1. Assist with program/process changes that provide greater efficiency and effectiveness and optimizes use of personnel and other resources.
2. Evaluate impacts of CDBG investments with regard to compliance with HUD regulations related to national objective and eligible activities. The Contractor will monitor and report on Federal Register low-to-moderate (LMI) requirements and funding to the most impacted parishes.
3. Perform other tasks as required by OCD for developing and managing any ramp down and close-out of the Program during the term of the Contract.

**Task 4:**

**Construction Monitoring**

1. Contractor will audit files according to Restore Program guidelines comparing repair scopes of work and cost estimates based on inspections created in Xactimate software.
2. The Contractor will audit Xactimate SOW projects created in Xactimate using Xactimate analysis software tools for outliers or any unreasonable specification found in the SOW.
3. The Contractor will review and evaluate the Restore Program Contractor resolution and appeals process related to homeowner issues with construction, contractors and overall satisfaction of acceptable construction work through Solution 1.

## Deliverables

**Deliverables 1**

**Restore Program Monitoring**

The deliverables will be at the direction of OCD; and the following represents anticipated key deliverables for this task.

1. Written recommendations for greater efficiencies and more effective approaches, including but not limited to the application processing, the scheduling of home repairs, and the coordinating of inspections.
2. Written documentation demonstrating monitoring efforts.
3. Provide training on Program enhancements to OCD staff and others as directed.
4. Other Program deliverables that may be needed.

**Deliverables 2**

**Information Technology Software System Reporting and Monitoring**

The primary deliverables will be at the direction of OCD; the following represents anticipated key deliverables for this task.

1. Reports describing HUD requirements for quarterly reporting.
2. Written recommendations of approaches to be used in efficiently managing grant management software.
3. Other Program deliverables that may be forthcoming from specific task assignment by OCD.
4. Status reports to OCD in a format approved by OCD.

**Deliverables 3**

**Business Processes**

The primary deliverables will be at the direction of OCD; the following represents anticipated key deliverables for this task.

1. Reports describing the processes and their effectiveness and whether the proper resources were allocated to those processes.
2. Written recommendations for process improvements that will optimize use of resources.
3. Other project deliverables that may be forthcoming from specific task assignment by OCD.
4. Status reports to OCD in a format approved by OCD.
5. Provide training on Program enhancements to staff
6. Develop and manage internal quality control processes to ensure consistency.

**Deliverables 4**

**Construction Monitoring**

1. The Contractor will prepare and report on Scope of Work outliers using Xactimate software (Xactanalysis).
2. The Contractor will conduct onsite reviews of construction work for homeowners participating in Solution 1 posting a summarized report of the construction review to the applicant’s file.
3. The Contractor will provide process improvement recommendations for completion of construction activities, including transition from the complete application process to assignment of work to homebuilder contractors.
4. The Contractor will develop an appeal review process and report on results of its implementation.

## Technical Requirements

Not applicable to this RFP.

## Project Requirements

The Contractor shall provide competent and qualified project staff as specified for the applicable task schedule in the Scope of Services.

For planning purposes, it is estimated that the Contractor will need to provide, on average, one (1) Program Manager, three (3) Project Managers and ten (10) Project Associates and/or IT Reporting Specialists to fulfill these services. Staffing needs may vary depending on OCD needs as the overall Program proceeds to ramp up and then close out. The personnel may, or may not, be the same staff throughout the Contract, depending on the skill sets and work load required. The above number of Project Managers, Project Associates and IT Reporting Specialists are estimates only and OCD reserves the right to increase or decrease the number based on actual need.

**Project Staff**

**Program Manager**

The Program Manager provides oversight of the Contract and serves as the principal point of contact on behalf of the Contractor. The Program Manager supervises all staff to ensure that all deliverables and deadlines are met.

The Program Manager should possess the qualifications identified below:

1. A four (4) year Bachelor’s degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level experience managing programs or projects with a $10 million or more budget, and requiring a complex network of functional area coordination.
3. At least five (5) years of Community Development Block Grant (CDBG) housing or Federal Emergency Management Assistance (FEMA) Hazard Mitigation Grant Program (HMGP) experience at the federal, state, or local level and/or private sector. A working knowledge of regulatory and statutory compliance requirements for CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
4. Ability to coordinate with internal and external stakeholders of the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.
5. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
6. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.

**Project Manager**

Project management of a part(s) of the QA/QC services is the responsibility of a Project Manager. This person is responsible to maintain the progress, mutual interaction and reporting on various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs.

A Project Manager should possess the qualifications identified below:

1. A four (4) year Bachelor’s degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level project/program management experience.
3. Project Management Professional (PMP) certification is preferred.
4. Four (4) years of experience in hazard mitigation, housing, community development, economic development, construction management or related fields. Experience with CDBG housing and/or FEMA hazard mitigation programs or similar programs/projects is preferred.
5. Must have the discipline to create clear and attainable objectives and to see them through to successful completion. The Project Manager has full responsibility and authority to complete the assigned project.
6. Ability to track project performance, specifically to analyze the successful completion of short and long term goals.
7. Experience with process improvement and inventory control
8. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.

**Project Associate**

A Project Associate should maintain a complete understanding of all applicable Program policies, requirements, and procedures and monitor or sample review files within the policies and procedures established. The Project Associate may assist with monitoring construction work, customer services, program reporting, and documentation of process and procedures. These tasks may include monitoring, tracking and reporting applications within multi-functional areas of operations with little or no direct supervision. Project Associates may specialize in specific subjects within the functional area.

A Project Associate should possess the qualifications identified below:

1. A four (4) year Bachelor’s degree from an accredited university. Three (3) years of relevant experience may substitute for the degree.
2. At least three (3) years of experience relevant to the functional area and/or experience providing specialized advisory service, which may include construction, financial, housing, and/or related industry knowledge. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Ability to manage effectively with or without subordinates.
4. Knowledge, skills, and abilities necessary to perform the job function with little to no supervision, while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Ability to acquire a working knowledge of applicable rules and regulations and the ability to provide technical assistance for the Restore Louisiana Program.
6. Excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

**IT Reporting Specialist:**

An IT reporting specialist will advise management on the selection of information systems and data to ensure the alignment with business processes and software.  They will be responsible for the reporting from information systems while comprehending the operational process of the Restore Louisiana Program. They will also be responsible for creating reports and documenting business functions and processes.

An IT Reporting Specialist should possess the qualifications identified below:

1. A four (4) year Bachelor’s degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Five (5) or more years of reporting-level technical experience that include the oversight of system data.
3. Ability to manage effectively with or without subordinates.
4. Ability to analyze information using broad and deep knowledge of both the business and the technical aspects of all data systems.
5. Experience in Structured Query Language **(**SQL) including: writing queries, creating tables, data loads, database administration.
6. Advanced skills using Microsoft Office Suite – Excel, Access, PowerPoint, and Outlook.

**The QA/QC Contractor must also provide the following for all staff and subcontractors (if used).**

**BACKGROUND CHECK**

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Louisiana State Police Bureau of Criminal Identification and Information or through other sources approved in writing by the SPM.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a “no findings” result.

# **DRUG SCREENING**

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no “findings” result before the employee is assigned to this Contract.

1. **EVALUATION**

Proposals that pass the preliminary screening for mandatory requirements review will be evaluated based on information provided in the Proposal according to the following criteria:

| **Criteria** | **Maximum Score** |
| --- | --- |
| PHASE 1: TECHNICAL APPROACH |  |
| Approach and Methodology | 30 |
| Proposer Experience | 20 |
| Staff Qualifications | 25 |
| TECHNICAL APPROACH SCORE | **75** |
| PHASE 2: COST PROPOSAL |  |
| LABOR COST SCORE | **25** |
| **TOTAL PROPOSAL SCORE** | **100** |
|  |  |

The evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.



## Technical Evaluation

Proposer must receive a minimum score of thirty-seven and one-half (37.5) points (50%) of the total available points in the Technical Approach categories of 1) Company Background and Experience, 2) Approach and Methodology and 3) Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost Proposal evaluation.**

**Approach and Methodology (30 pts.)**

* Demonstrated effectiveness of Proposer’s approach to performing the various tasks outlined in the Scope of Work/Services (Part 2) including, but not limited to, project management, reporting requirements, grant implementation, issue management, project controls, quality assurance and risk management;

* Ability to address anticipated problem areas, and creativity and feasibility of solutions to problems, and future integration of new procedures and technology;
* Degree to which the Proposer demonstrates the ability to add qualified staff to the QA/QC services needed to administer the Program in an efficient manner, availability of proposed program staff to provide the services within the Scope of Work/Services, Part 2, and training methodology to understand current practices and ongoing training needs to address changes in policy and procedures;
* Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Work/Services. Part 2, and specific tasks and planned execution of the QA/QC services for the Restore Program;
* Quality, depth, and completeness of the QA/QC services for the Restore Program work plan;
* Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities (13 CFR 124.1001) in subcontractor roles;
* Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3); and
* Demonstrated knowledge of the relevant Action Plans.

**Proposer Experience (20 pts.)**

* Evidence that the organization or team has the current capabilities and capacity to ensure performance of QA/QC services for the Restore Program;
* Demonstrate successful past firm experience that is similar to that necessary to perform the contract tasks identified in the Scope of Work/Services, Part 2; and
* Experience with providing QA/QC services requiring regulatory and specifically HUD CDBG and FEMA compliance at a federal, State and/or local level.

**Staff Qualifications (25 pts.)**

* Current and relevant knowledge, quality and depth of experience of the proposed program staff through completed and ongoing efforts similar in nature to this effort;
* Current and relevant knowledge, quality and depth of experience of the QA/QC Contractor’s Program Manager and how such Program Manager will supervise and coordinate the staff and subcontractors (if applicable); and
* Demonstrated knowledge of CDBG housing programs.

## Cost Evaluation

**Cost (25 pts.)**

Cost Proposals for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer on the Cost Proposal Template, Attachment III.

The Cost Proposal will be scored using the following methodology:

1. The lowest cost Proposal will receive 100% of the available points
2. Remaining Proposals will receive points based on application of the following formula:

Cost Points = (Cost of Lowest Cost Proposal / Cost of Proposal Being Evaluated) times total Cost points

**(A/B) times C = D where A is the lowest proposed cost, B is the cost Proposal being graded, C is the maximum cost points and D is the number of cost points awarded to the cost Proposal being graded**

**NOTE: Failure to complete and fill in all hourly rates in Attachment III, Cost Proposal Template, will result in the disqualification of the Proposal.**

If any part of the Cost Proposal Template, Attachment III is:

* Left blank;
* Multiple prices are proposed for any hourly rate; or
* Any changes are made to wording in the Cost Template,

**THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

1. **PERFORMANCE STANDARDS**

## 

## Performance Requirements

See Part 2, Scope of Work/Services

## Performance Measurement/Evaluation/Monitoring Plan

### Performance Measures/Evaluation:

The performance of the Contract will be measured by the OCD Director, Homeowner Program, or designee or successor. He/she is the State Program Manager (SPM), authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Statement of Work.

### Monitoring Plan

The State Project Manager (SPM) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The SPM will be primarily responsible for the day-to-day contact with the Contractorand day-to-day monitoring of the Contractor’s performance.

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below: (Print Clearly)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Date | |  | | Official Contact Name: | |  |
| A. | E-mail Address: | |  | | | |
| B. | Phone Number with area code: | | | | ( ) | |
| C. | US Mail Address: | |  | | | |

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer’s quote is valid for at least *180 calendar* days from the date of the proposal submission deadline specified in the RFP.
5. Proposer understands that if selected as the successful Proposer, he/she will have *15 business days* from the date of delivery of final Contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a Proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR 200. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.sam.gov](http://www.sam.gov).)
7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this RFP, or a list of such litigation/ proceedings is attached to this Certification.
8. In the last ten (10) years, the Proposer has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, or if such proceedings exist, an explanation providing relevant details is attached.
9. There are no pending Securities Exchange Commission investigations involving the Proposer, or, if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP is attached.
10. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
11. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. Agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
12. There is no open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter**,** or if such proceedings exist, an explanation providing relevant details is attached.
13. Proposer acknowledges their total responsibility for the entire Contract.
14. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Authorized Signature: | |  | | | | | |
| Typed or Printed Name: | |  | | | | | |
| Title: | |  | | | | | |
| Company Name: | |  | | | | | |
| Address: |  | | | | | | |
| City: |  | | State: |  | Zip: | |  |
|  | | | | |  |  | |
| SIGNATURE of Proposer’s Authorized Representative | | | | |  | DATE | |

**STATE OF LOUISIANA**

**CONTRACT**

**PO# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The State of Louisiana, Division of Administration, Office of Community Development, , hereinafter sometimes referred to as “OCD” or the “State”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter sometimes referred to as the “Contractor”, do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

1. **GENERAL AND ADMINISTRATIVE INFORMATION**

This agreement addresses the QA/QC consulting services needed to facilitate the implementation of a broad range of programs administered by OCD. These services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters. The programs currently administered by OCD and other programs yet to be defined are collectively known as the “Program”.

**SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in the Scope of Work/Services, Attachment I. It is contemplated that Contractor will, from time to time, be requested by OCD, through its State Program Manager (SPM), to perform certain services for OCD. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I: Scope of Services (See RFP Part 2, Scope of Work/Services)

Attachment II: Rate Schedule (See RFP Attachment III: Cost Proposal Template)

**GOALS AND OBJECTIVES**

The goals and objectives under this Contract include the following:

1. To provide statutorily and regulatory required quality assurance/quality control services for all programs which OCD administers or has a stakeholder interest.

**PERFORMANCE MEASURES**

The performance of the resulting Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor’s performance. The performance measures for the resulting Contract shall include the successful performance and completion of the Contractor’s obligations as provided in the resulting Contract and in each individual work order. Work orders will be monitored monthly to measure progress toward finalizing deliverables.

**MONITORING PLAN**

1. The SPM will monitor the services provided by the Contractor and the expenditure of funds under this Contract.
2. The SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor’s performance.
3. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scope of Work/Services Attachment I, and any directions from the SPM.
4. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion.
5. The SPM will be responsible for review and acceptance of deliverables.
6. The SPM will provide oversight of the implementation of the Scope of Work/Services, Attachment I, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

**CONTRACTOR TASKS AND RESPONSIBILITIES**

See Attachment I: Scope of Work/Services (See RFP Part 2, Scope of Work/Services)

**DELIVERABLES**

The Contract will be considered complete when the Contractor has delivered and State has accepted all deliverables specified in the Contract or added via work assigned by the SPM.

**SUBSTITUTION OF KEY PERSONNEL**

Personnel identified in the proposal and other key personnel, including the Contractor’s Program Director, assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor’s reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

* + - * 1. **ADMINISTRATIVE REQUIREMENTS**

**TERM OF CONTRACT**

The Contract shall begin on April 21, 2020 and shall end April 20, 2023, unless terminated earlier in accordance with the provisions herein. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend Contract terms beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years.

**STATE FURNISHED RESOURCES**

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor’s performance under the Contract.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of the Contract.

Any software, licenses or other expenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an Other Direct Cost (ODC). Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, upon request, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of the Contract.

**OTHER DIRECT COSTS (ODC)**

Other Direct Costs (ODCs) may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor’s operations under the Contract for these RFP services (per State PPM 49) (State does not anticipate any such extraordinary travel).

Prior to purchasing or leasing any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

**SECURITY**

Contractor’s personnel and subcontractors shall always comply with any applicable security regulations in effect at the State’s premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State’s security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State’s information security team as soon as becoming aware of an actual or suspected:

* system or application compromise; or
* control failure; or
* unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below. <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

The Contractor must also provide the following for all staff and subcontractors (if used).

**BACKGROUND CHECK**

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Louisiana State Police Bureau of Criminal Identification and Information or through other sources approved in writing by the SPM.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a “no findings” result.

# **DRUG SCREENING**

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with “no findings:” result before the employee is assigned to this Contract.

**TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor’s federal tax identification number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_, DUNS number \_\_\_\_\_\_\_\_\_\_\_\_\_, and state tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this Contract by the Office of State Procurement (OSP).  The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to Agency so that the prospective Contractor’s tax payment compliance may be verified.  The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP.  Agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

* + - * 1. **CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

The obligations under Section 3 and its Subsections shall survive the termination or expiration of the Contract.

**3.1 CONFIDENTIAL INFORMATION OF APPLICANTS**

All information (including, but not limited to, an applicant’s photograph or photographic likeness) acquired by the Contractor or its subcontractors, from whatever source, relating to individual applicant’s application and related processing for any grant, or other Program administered under this Contract (“Confidential Applicant Data”) shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor’s employees and subcontractors’ employees with a defined need to know (established in the written protocols and procedures specified in 3.2 below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

**3.2 STATE’S PROCEDURAL REQUIREMENTS**

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Restore Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor’s own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3 and the Subsections thereof. The obligations under Section 3 are in addition to, and not in place of, the items outlined in Attachment I: Scope of Services.

**3.3 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION**

The Contractor and its subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its subcontractors shall provide State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor’s awareness of any security incident (“Security Incident”) involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

**3.4 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION**

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from Restore Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be “marked up” by the Contractor as it is against the law for a non-law firm to share in legal fees.

**3.5 SUBCONTRACT AGREEMENTS**

The Contractor shall require agreements with all subcontractors include the provisions of Confidentiality, Section 3 and its Subsections. OCD shall be provided copies of such subcontractor agreements upon request. All subcontractor agreements will follow the provisions of this Contract and incorporate same by reference.

**3.6 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES**

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

**3.7LIMITATIONS ON COPYING: DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE**

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Section 30 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

**4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount to be determined after Contract award and negotiation.

**4.1 PAYMENT TERMS**

Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD and in accordance with Attachment II, Rate Schedule (Attachment III, Cost Proposal Template of the RFP). Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. Contractor shall not attach any fee or “mark-up” to any ODC.

Payment of invoices must be approved by the SPM and the Financial Manager of OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM shall include a 25% reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

**4.2 PAYMENT FOR SERVCES PROVIDED ON AN HOURLY FEE BASIS**

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided, timesheets and such other information as determined by the SPM.

Hourly rates shall be inclusive of all Contract related expenses (i.e., per diem, office space, office and field equipment, etc.) for providing the services described herein. Hourly rates will be invoiced in accordance with the rate schedule in Attachment II, Rate Schedule (Attachment III, Cost Proposal Template of the RFP) or lower negotiated rates and shall not exceed the maximum amount of the Contract. The pricing and fee schedules in Attachment III, Cost Proposal Template, or lower negotiated rates are made part of the Contract and will remain in effect for the term of the Contract. No travel expenses will be paid by OCD except as noted in Section 4.3, Payment for Other Direct Costs.

**4.3 PAYMENT FOR OTHER DIRECT COSTS**

The Contractor may be reimbursed for Other Direct Costs (“ODCs”). ODCs may include, by example:

postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor’s operations under the Contract for these RFP services (per State PPM 49) (State does not anticipate any such extraordinary travel).

Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager. Prior to purchasing or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC along with the pre-approval from the SPM. The Contractor shall not attach any fee or other “mark-up” to the ODC.

**4.4 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.**

The Contractor shall have any new contractual agreement to be paid as an ODC, including software licenses, assignable to the State at the termination of the Contract. The Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State’s direction be delivered to the State, including but not limited to all furniture, equipment , and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State’s direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, the Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

**4.5 NO GUARANTEE OF QUANTITIES**

The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the prices stated in the Contract. Contractor has no right to any amount of work to be assigned under this Contract.

**4.6 PENALTIES**

For each deliverable due date in a work order agreed to by SPM and Contractor, a penalty of $100 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD, or $5,000, whichever is less. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to OCD. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

**5 TERMINATION**

**5.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain 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 offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice specifying the State’s failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

**5.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

**5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**6 INDEMNIFICATION**

**6.1 GENERAL INDEMNITY LANGUAGE**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims , demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

**6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT**

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User’s unauthorized modification or alteration of a Product; (ii) Authorized User’s use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User’s and the State’s exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

**7 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

**8 FUND USE**

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award.

**9 ASSIGNMENT**

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights or the Contractor’s responsibilities and obligations.

**10 RIGHT TO AUDIT**

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD’s federal grant providing the funds for the Contract.  Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The State Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor’s activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor’s outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD’s option, result in the withholding of future payments and/or return of funds paid under the Contract.

**11 CONTRACT MODIFICATION**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

**12 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the subcontractor to the State and/or Agency for any breach in the performance of the Contractor’s or subcontractor duties. Contingent on verification that no subcontractor has been debarred, the State hereby approves the following subcontractors to provide or perform any part of the services under the Contract as provided for in the Proposal:

(Insert list of subcontractors)

Subcontracts shall not include language which restricts the Contractor’s obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

**13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

**14 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R. S 39:1602.1, for any Contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any subcontractor shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Contract.

**15 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**16 GENERAL COMPLIANCE**

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/search/?s=omb+circulars>.

**17 FINANCIAL MANAGEMENT**

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

**18 DOCUMENTATION AND RECORD KEEPING**

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of OCD’s federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date by OCD. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

**19 PROHIBITED ACTIVITY**

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

**19.1 HATCH ACT**

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**20 CONFLICT OF INTEREST**

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest.  No such request for exception shall be made by Contractor, which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

**21 LABOR STANDARDS**

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity; Copeland “Anti-Kickback” Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

**22 ENVIRONMENTAL CONDITIONS**

Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that the Contractor is not responsible for environmental or safety compliance that grant recipients and their contractors may be subject to that are outside of the scope of services to be conducted under this Agreement.

**23 HISTORIC PRESERVATION**

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

**24 UNIFORM RELOCATION ACT**

Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

**25 CLOSE-OUTS**

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor’s obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

**26 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount.

**Minimum Scope and Limits of Insurance**

**Workers’ Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Before any work is commenced, the Contractor shall maintain during the life of the contract Workers’ Compensation Insurance for all of the Contractor’s employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all the latter’s employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers’ Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer’s Liability Insurance for the protection of such employees not protected by the Workers’ Compensation Statute.

**Commercial General Liability Insurance:** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

**Professional Liability (Errors and Omissions):** Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of $2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non‑owned automobiles.

**Cyber Liability:** Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**Deductibles and Self‑Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions.

**26.1 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability, Automobile Liability, and Cyber Liability Coverages** – OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor’s insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor’s insurance.

1. **Workers' Compensation and Employers Liability Coverage –** To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.
2. **All Coverages –** All policies must be endorsed to require 30 days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD’s acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

1. **Acceptability of Insurers** – All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers’ compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1. **Verification of Coverage -** Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Office of Community Development, Its Officers, Agents, Employees and Volunteers

617 N. Third Street, 6th Floor

Quality Assurance/Quality Control

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

1. **Subcontractors -** Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor’s Certificates at any time.

### Workers Compensation Indemnity- In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

**27 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING**

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.

Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**28 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**29 DRUG-FREE WORKPLACE REQUIREMENT**

At the time of execution, Contractor and, each tier of subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

**30 OWNERSHIP OF DOCUMENTS**

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

**31 DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**32 ELIGIBILITY STATUS**

At the time of execution, Contractor, and each tier of subcontractors, certify that they are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR part 2424.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

**33 LEGAL AUTHORITY**

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

**34 ENERGY EFFICIENCY**

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

**35 COVENANT AGAINST CONTINGENT FEES**

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee.  For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

**36 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

**37 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

**38 ENTIRE AGREEMENT CLAUSE**

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State’s RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**9 ORDER OF PRECEDENCE**

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Contractor’s Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

**40 NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

|  |  |
| --- | --- |
| **To OCD:**  Executive Director  Division of Administration  Office of Community Development  P.O. Box 94095  Baton Rouge, LA 70804 | **To Contractor:** |
|  |
|  |
|  |
|  |

**41 NO THIRD PARTY BENEFICIARIES**

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

**42 PUBLIC COMMUNICATIONS**

Contractor shall not issue or participate in any public communications or public meetings or communications with elected officials or their representatives regarding the Program and Contractor’s activities under this Contract without the prior consent of the OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor’s activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as, OCD personnel in policy and resilience programs, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies or their representatives regarding the Program and/or the Contractor’s activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor’s forfeiture of outstanding financial obligations pursuant to the Program and the Contractor’s activities under this Contract.

**43 SAFETY**

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

**44 COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

**45 PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

**46 NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

**47 ADVERTISING**

The Contractor shall not refer to the Contract or the Contractor’s relationship with the State hereunder in commercial advertising or press releases without prior approval from the State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor’s services are endorsed by the State.

**48 WAIVER OF NON-COMPETITION ENFORCEMENT**

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of Contractor’s employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

**49 CONTRACTOR’S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State’s right to audit and shall not withhold State-owned documents.

**50 E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

**51 COMMISSIONER’S STATEMENTS**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but no limited, to the Commissioner of Administration’s authority in procurement matters.

**52 CONTRACT APPROVAL**

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

**THUS DONE AND SIGNED** by the Parties on the dates set forth below but effective as of the date given above.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OFFICE OF COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DIVISION OF ADMINISTRATION**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR**

**HOURLY RATE FEE SCHEDULE (25 Points)**

**Program Staff:**

|  |  |  |  |
| --- | --- | --- | --- |
| Program Staff | Hourly Rate | Weight Factor | Weighted Hourly Rate |
| Program Manager |  | 1 | XXXXXXXXXXXXX |
| Project Manager |  | 2 | XXXXXXXXXXXXXX |
| Project Associate |  | 5 | XXXXXXXXXXXXXX |
| IT Reporting Specialist |  | 5 | XXXXXXXXXXXXXX |
| TOTAL | XXXXXXXX | XXXXXXXXX | XXXXXXXXXXXXXX |

**TOTAL WEIGHTED HOURLY RATE: (To be calculated by OCD)**

**NOTE**: Fill in the Hourly Rate for each staff classification. This rate shall be fully burdened and include all travel and Program expenses with the exception noted below. Weighting factors and Weighted Hourly Rates will be used for scoring purposes only and Weighted Hourly Rates will be calculated by OCD. Weighting factors are not necessarily aligned with the number of employees expected to be used.

All Contractor staff will be paid the hourly rates listed, or lower negotiated rates.

**NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST (ODC).**

**NOTE: Failure to complete and fill in all hourly rates in this Attachment III, Cost Proposal Template, will result in the disqualification of the Proposal.**

If any part of the Cost Proposal Template, Attachment III is:

* Left blank;
* Multiple prices are proposed for any hourly rate; or
* Any changes are made to wording in the Cost Template,

**THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

The successful Proposer from this RFP may not charge higher than the proposed billable rates; OCD reserves the right to negotiate lower rates for all services or portions thereof. OCD requires the proposed or lower negotiated rates be effective for the entire contract term and any option period.

For each labor category, provide the estimated Full Time Equivalent (FTE) for the Program. When determining staffing levels, the Contractor must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any hours in excess of 40 hours per week may require approval by the State and/or State Program Manager (SPM).

|  |  |
| --- | --- |
| **Program Operations and Administration \*** | **Number of FTE Staff members\*\*** |
| Program Manager |  |
| Project Manager |  |
| Project Associate |  |
| IT Reporting Specialist |  |

|  |  |
| --- | --- |
| **TOTAL FTE COUNT** |  |

\*No additional Job titles may be added and no changes to Job Titles may be made in the table.

\*\*This column is for informational purposes only.

Attachment V document is located on the OCD-DRU website at:

<http://d2se92fabdh4cm.cloudfront.net/wp-content/uploads/2019/07/18071528/Restore-LA-Homeowner-Policies-and-Procedures-v7.0-7-16-191.pdf>