



**Louisiana Housing**  
Corporation

**REQUEST FOR PROPOSALS**

**for**

**Lead Hazard Reduction Grant  
2020-2021 Accredited Lead Training Providers**

**Issue Date: Thursday, February 6, 2020**

**Deadline to Submit Proposals:  
Friday, February 28, 2020 by 4:00 p.m. CST**

# I. GENERAL AND ADMINISTRATIVE INFORMATION

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## A. Purpose

This Request for Proposals (“RFP”) is being issued by the Louisiana Housing Corporation (hereinafter referred to as the “LHC” or the “Corporation”) to solicit proposals from bona fide, qualified Proposers, individuals and firms licensed in the State of Louisiana to provide training and technical assistance to LHC staff and other individuals requiring training and certification in accordance with the rules and regulations of the U.S. Department of Housing and Urban Development (“HUD”) related to the Lead Hazard Reduction Grant & Healthy Homes Supplemental Grant Funding being administered by the LHC.

The Lead Hazard Reduction Grant Program (“LHRG”) is authorized under Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992, 42 U.S.C. 4852). The Healthy Homes Supplemental funding is authorized under Section 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 170z-2). The LHC serves as the Grantee for the Louisiana LHRG, which will be administered in twenty (20) Louisiana Parishes including: Avoyelles, Caddo, Calcasieu, Catahoula, Claiborne, East Baton Rouge, East Carroll, Iberia, Jefferson Davis, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Rapides, Red River, Sabine, St. Landry, St. Mary, and Webster. Upon receiving training and certification to be provided by the Contractor, the LHC anticipates servicing approximately 175-200 housing units across the 20 Parish in the State.

The purpose of the Lead-Based Paint Hazard Reduction Grant is to minimize the number of young children being exposed to lead poisoning by assisting states, cities, Native American Tribes, or other units of local government to identify and control lead-based paint hazards in eligible privately owned or owner occupied housing. The intent of the LHRG is to: 1.) Target lead hazard control efforts in housing units where children less than six years old are at greater risk of lead poisoning (pre 1978-Target Housing); 2.) Utilize cost-effective lead hazard control methods and approaches that ensure the long term safety of housing occupants; and 3.) Build local capacity of trained and certified individuals and firms to safely and effectively address lead hazards during lead hazard control, and renovation, remodeling, and maintenance activities.

## B. RFP Coordinator

Written requests and questions must be directed to the RFP Coordinator using the information listed below:

Louisiana Housing Corporation  
**ATTN: Debra Washington**  
11637 Industriplex Boulevard  
Baton Rouge, Louisiana 70809  
Email: [dWASHINGTON@lhc.la.gov](mailto:dWASHINGTON@lhc.la.gov)  
Re: **RFP for 2020-2021 Accredited Lead Training Providers**

This RFP is available in electronic form at [www.lhc.la.gov](http://www.lhc.la.gov). The RFP is also available in printed form by submitting a written request to the RFP Coordinator.

## C. Process

The RFP process commences with the issuance of the RFP. The steps involved in the process and the anticipated completion dates are set forth in the schedule below. The LHC has structured a procurement process that seeks to obtain the desired results described herein, while establishing a competitive environment to ensure that each proposer is provided an equal opportunity to submit a proposal in response to this RFP.

Proposals will be reviewed and evaluated by an evaluation team, to be designated by the Executive Director, which will determine the proposal most advantageous to the LHC, taking into consideration price and the other evaluation factors set forth in the RFP. Before being scored, each proposal will be reviewed to determine if the proposer has met the minimum criteria described in this RFP.

## D. Important Dates and Deadlines

<b>RFP published and posted to LHC website</b>	Thursday, February 6, 2020
<b>Deadline for submitting written inquiries</b>	Thursday, February 13, 2020 by 4:00 p.m. CST
<b>Deadline for LHC to respond to written inquiries from proposers</b>	Wednesday, February 19, 2020
<b>Deadline for submitting proposals</b>	Friday, February 28, 2020 by 4:00 p.m. CST
<b>Notice of Intent to Award</b>	Friday, March 6, 2020
<b>Contract Start Date</b>	No earlier than Friday, March 13, 2020

***NOTE: The LHC reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.***

## E. Proposer Inquiries

The Corporation will consider written inquiries from proposers regarding RFP requirements or Scope of Services. Inquiries will only be considered if they are submitted in writing to the RFP Coordinator by the deadline for submission of written inquiries set forth in Section I(D), above. Inquiries shall clearly reference the section of the Proposal about which the Proposer is inquiring or seeking clarification.

The Corporation reserves the right to modify the RFP should a change be identified that is in the best interest of the Corporation. It is the sole responsibility of the Proposer to inquire into and clarify any item of the RFP that is not understood.

## F. Blackout Period

The blackout period is a specified period of time during a competitive procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any employee of the Louisiana Housing Corporation and/or any member of the LHC's Board of Directors about the

procurement. The blackout period applies not only to those referenced above, but also to any contractor of the LHC. The RFP identifies an RFP Coordinator (above). All communications to and from potential Proposers, bidders, vendors, and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the designated RFP Coordinator. The blackout period will begin upon posting of the RFP. The blackout period will end when the contract is awarded.

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

Any violation of the foregoing will be considered as a basis for disqualification and any Proposer found to be in violation may be liable to the LHC in damages and/or subject to any other remedy allowed by law.

Notwithstanding the foregoing, the blackout period shall not apply to:

- Duly noticed site visits and/or conferences or meetings for Proposers;
- Written and/or oral discussion during the evaluation process;
- Communications regarding the RFP between any person and the staff of the LHC, 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.

## G. Changes to the RFP

In the event that the LHC determines, in its sole discretion, that it is necessary to revise any part of this RFP, an addendum, supplement, or amendment to this RFP will be posted at <http://www.lhc.la.gov>. It is the responsibility of the proposer to check the website for any such addendums, supplements, or amendments made to the RFP.

## H. Definitions

As used in this RFP, the following terms are defined below and have the meanings prescribed to them herein, as follows:

1. **Contractor** – Any individual or entity who is awarded or has a contract with the LHC.
2. **Corporation** – Louisiana Housing Corporation, a public body corporate and politic constitute an instrumentality of the State of Louisiana, created pursuant to Chapter 3-G of Title 40 of the Louisiana Revised Statutes, and charged with the mission of providing affordable, accessible, decent, safe, and sanitary housing to the low- to moderate-income citizens of the State of Louisiana..
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.
4. **Proposal/Application** – A response to a Request for Proposals.
5. **Proposer/Applicant**– A firm or individual who responds to a Request for Proposals.

6. **RFP** – Request for Proposals
7. **Shall, Must, Will** – A requirement that must be met without alteration.
8. **Should, Can, May** – Language denoting desirable, advisable or permissible action.
9. **State** – The State of Louisiana.
10. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

# II. Submission Requirements

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## A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I(B), above, **by no later than 4:00 p.m. CST on Friday, February 28, 2020.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the date and time specified above. **Fax or e-mail submissions are not acceptable and will be disqualified from consideration.**

Proposals may be mailed through the U. S. Postal Service or delivered by hand or courier to:

**Louisiana Housing Corporation**  
11637 Industriplex Boulevard  
Baton Rouge, Louisiana 70809  
(225)763-8700  
**Attn: Debra Washington, RFP Coordinator**  
**Re: RFP for 2020-2021 Accredited Lead Training Providers**

*The outside of the envelope, box or package must be CLEARLY MARKED with the name of the RFP and the Proposer's name and contact information.*

Proposer is solely responsible for ensuring that its courier makes inside deliveries at the physical location. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal submission deadline shall result in rejection of the proposal and disqualification from consideration.

## B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFP. Three (3) additional copies of the Proposal should be provided for the Evaluation Team, as well as one (1) redacted copy, if applicable (see *Section II(H) - Proprietary Information* for details).

## C. Required Signatures

The Proposal and Certification Statement (See **Attachment A**) must be signed by the individual or a representative of the entity duly authorized to sign proposals or contracts on behalf of the entity or individual, such as:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State;
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

## **D. Validity**

All proposals shall be considered valid for acceptance for at least ninety (90) calendar days from the date of submission, unless the Proposer provides for a different time period for validity within its proposal. However, the Corporation reserves the right to reject a proposal if the Proposer's period of validity is less than ninety (90) calendar days from the date of submission and the Proposer is unwilling to extend the validity of its proposal.

## **E. 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 and disqualified from further consideration. Evaluation of proposals shall be based only on the material contained in this RFP, which may include official responses to questions, addenda, and other material provided by the Corporation pursuant to the RFP.

Mandatory RFP requirements shall become contractual obligations should a contract be awarded to the Proposer.

## **F. Clarity**

Each Proposer is responsible for the accuracy and completeness of its proposal. Proposals must demonstrate a clear understanding of the requirements of this RFP and present a clear description of proposed services and fee arrangements. While Proposals prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of the proposer's ability to meet the requirements of the RFP.

## **G. Proposal Material Ownership**

All material submitted regarding and in response to this RFP becomes the property of the State of Louisiana. Selection or rejection of a proposal does not affect this right.

## **H. Proprietary Information**

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44.1 *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

The Corporation reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor or other State agencies or organizations, for the sole purpose of assisting the Corporation in its evaluation of the proposal. The Corporation shall require

said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

## **I. Changes to Proposals**

If prior to the deadline for submitting proposal a Proposer needs to submit changes or addenda to its Proposal, such changes or addenda shall be submitted in writing to the Corporation, in a sealed envelope, clearly cross-referencing the relevant proposal section, and signed by an authorized representative of the Proposer. Changes and/or addenda to Proposals shall meet all requirements for Proposals.

## **J. 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 to withdraw the proposal must be signed by the authorized representative of the Proposer and submitted to the RFP Coordinator.

## **K. Errors and Omissions in Proposals**

The Corporation will not be liable for any errors or omissions in proposals. The Corporation, at its option, has the right to request clarification or additional information from the proposer due to errors or omissions identified by the LHC.

## **L. Proposal Rejection/RFP Cancellation**

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

## **M. Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the proposer. There shall be no claims whatsoever against the LHC, its officers, officials, or employees for reimbursement for the payment of costs of expenses incurred in preparing and submitting a Proposal or for participating in this procurement process.

## **N. Written or Oral Presentations/Discussions**

The Corporation reserves the right to enter into a contract without further discussion of proposals submitted. However, the Corporation, at its sole discretion, may require proposers reasonably susceptible of being selected for the award to provide a written or oral presentation of how they propose to meet the Corporation's objectives. Any commitments or representations made during such presentations, if conducted, will be considered binding and included in the final contract. Written and/or oral presentations/discussions for clarification may be conducted in order to enhance the Corporation's understanding of any or all of the proposals submitted. A contract may, however, be awarded without such discussions.

The LHC reserves the right to adjust the original scores based upon information received in the presentations/discussions, using the original evaluation criteria.



## **O. References**

The LHC reserves the right to verify all information provided by a proposer via direct contact with the proposer's clients and prior project personnel and proposers must agree to provide necessary authorizations for the LHC to verify any of the proposer's previous work. As described elsewhere in this RFP, each proposer will be required to submit a detailed résumé for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

## **P. Other Rights Reserved by LHC**

LHC reserves the right to waive as informalities any irregularities in submittals and/or to reject any or all proposals.

# III. SCOPE OF SERVICES

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## A. Overview

The Corporation is requesting proposals from individuals and firms licensed in the State to provide training and technical assistance to LHC staff and other individuals requiring training and certification in accordance with HUD rules and regulations related to the LHRG. The LHC serves as the Grantee for the Louisiana LHRG, which will be administered in the 20 Parishes listed above.

This RFP has been issued to solicit proposals, define services requirements, and outline the Corporation's process for evaluating proposals and selecting a Contractor or multiple contractors specialized in specific training related to the LHRG by developing a curriculum, provide training and technical assistance to LHC staff and other individuals. In its proposal, respondents are expected to demonstrate their capacity to deliver and evaluate the training and progress of trainees in increasing their knowledge of information required to become certified in all respective positions of: Lead Inspector, Lead Supervisor, and Risk Assessor for the State.

## B. Training Plan

The Contractor will be expected to plan, deliver, and evaluate a comprehensive training program. Proposers must provide a training plan that includes class title, description, target audience, number of participants permitted per class, and length of training (i.e.: hours/days). The Training Plan should also provide the specifics denoted in the Training Description and Fee Schedule (See **Attachment B**) as those specifics correspond to the respective positions of Lead Inspector, Lead Supervisor, and Risk Assessor. Proposers must provide options for the date(s) of the training that may commence as early as April 1, 2020.

The Corporation expects that Proposers will provide a comprehensive training plan for all positions, which include Lead Inspector, Lead Supervisor, and Risk Assessor. Proposers should not submit a training plan that provides for one, or some of the positions, but should provide a training plan for all positions. Proposers should identify whether trainers/instructors will be provided by the organization's staff and/or in partnership with other qualified entities, collaboratively. All training will be conducted on-site at the LHC Training Center located at 11637 Industriplex Blvd., Baton Rouge, LA 70809. The Proposers' description of the training and schedule of fees should be included in its response to this RFP and submitted on the form in **Attachment B – Training Description and Fee Schedule**.

## C. Evaluation Plan

The proposal should incorporate an evaluation and feedback mechanisms to ensure that the training objectives are met. The Respondent/Contractor should describe the evaluation plan from the perspective of the participant, the instructor, and the organization. In the plan, the respondent should consider evaluating the training results.

## D. Lead-Based Paint Hazard Definitions

With respect to Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992) (the "Act") and activities conducted under the Act, the following definitions shall apply:

- 1. Abatement** – means any set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by appropriate Federal agencies. Such term includes:
  - (a) the removal of lead-based paint and lead-contaminated dust, the permanent containment or encapsulation of lead-based paint, the replacement of lead-painted surfaces or fixtures, and the removal or covering of lead contaminated soil; and
  - (b) all preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.
  
- 2. Accessible Surface** – means an interior or exterior surface painted with lead-based paint that is accessible for a young child to mouth or chew.
  
- 3. Certified Contractor** – means a contractor, inspector, or supervisor who has completed a training program certified by the appropriate Federal agency and has met any other requirements for certification or licensure established by such agency or who has been certified by any State through a program which has been found by such Federal agency to be at least as rigorous as the Federal certification program; and workers or designers who have fully met training requirements established by the appropriate Federal agency.
  
- 4. Contract for the Purchase and Sale of Residential Real Property** – means any contract or agreement in which one party agrees to purchase an interest in real property on which there is situated 1 or more residential dwellings used or occupied, or intended to be used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of 1 or more persons.
  
- 5. Deteriorated Paint** – means any interior or exterior paint that is peeling, chipping, chalking or cracking or any paint located on an interior or exterior surface or fixture that is damaged or deteriorated.
  
- 6. Evaluation** – means a risk assessment, inspection, or risk assessment and inspection.
  
- 7. Federally Assisted Housing** – means residential dwellings receiving project-based assistance under programs including:
  - (a) Section 221(d)(3) or 236 of the National Housing Act;
  - (b) Section 1 of the Housing and Urban Development Act of 1965;
  - (c) Section 8 of the United States Housing Act of 1937; or
  - (d) Sections 502(a), 504, 514, 515, 516 and 533 of the Housing Act of 1949.
  
- 8. Federally Owned Housing** – means residential dwellings owned or managed by a Federal agency, or for which a Federal agency is a trustee or conservator. For the purpose of this paragraph, the term "Federal agency" includes the Department of Housing and Urban Development, the Farmers Home Administration, the Resolution Trust Corporation, the Federal Deposit Insurance Corporation, the General Services Administration, the Department of Defense, the Department of Veterans Affairs, the Department of the Interior, the Department of Transportation, and any other Federal agency.
  
- 9. Federally Supported Work** – means any lead hazard evaluation or reduction activities conducted in federally owned or assisted housing or funded in whole or in part through any financial assistance program of the Department of Housing and Urban Development, the Farmers Home Administration, or the Department of Veterans Affairs.

- 10. Friction Surface** – means an interior or exterior surface that is subject to abrasion or friction, including certain window, floor, and stair surfaces.
- 11. Impact Surface** - means an interior or exterior surface that is subject to damage by repeated impacts, for example, certain parts of door frames.
- 12. Inspection** –means a surface-by- surface investigation to determine the presence of lead-based paint as provided in section 302(c) of the Lead-Based Paint Poisoning Prevention Act and the provision of a report explaining the results of the investigation.
- 13. Interim controls** – means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.
- 14. Lead-based Paint** – means paint or other surface coatings that contain lead in excess of limits established under section 302(c) of the Lead-Based Paint Poisoning Prevention Act.
- 15. Lead-based Paint Hazard** – means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.
- 16. Lead-contaminated Dust** – means surface dust in residential dwellings that contains an area or mass concentration of lead in excess of levels determined by the appropriate Federal agency to pose a threat of adverse health effects in pregnant women or young children.
- 17. Lead-contaminated Soil** – means bare soil on residential real property that contains lead at or in excess of the levels determined to be hazardous to human health by the appropriate Federal agency.
- 18. Mortgage Loan** – includes any loan (other than temporary financing such as a construction loan) that is secured by a first lien on any interest in residential real property; and either:
  - (a) is insured, guaranteed, made, or assisted by the Department of Housing and Urban Development, the Department of Veterans Affairs, or the Farmers Home Administration, or by any other agency of the Federal Government; or
  - (b) is intended to be sold by each originating mortgage institution to any federally chartered secondary mortgage market institution.
- 19. Originating Mortgage Institution** – means a lender that provides mortgage loans.
- 20. Priority Housing** – means target housing that qualifies as affordable housing under section 215 of the Cranston-Gonzalez National Affordable Housing Act 942 U.S.C. 12745), including housing that receives assistance under subsection (b) or (o) of section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f(b) or (o)).
- 21. Public Housing** – has the same meaning given the term in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(1)).

- 22. Reduction** – means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls and abatement.
- 23. Residential Dwelling** – means:
- (a) a single-family dwelling, including attached structures such as porches and stoops; or
  - (b) a single-family dwelling unit in a structure that contains more than 1 separate residential unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of 1 or more persons.
- 24. Residential Real Property** – means real property on which there is situated 1 or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of 1 or persons.
- 25. Risk assessment** – means an on-site investigation to determine and report the existence, nature, severity and location of lead-based paint hazards in the residential dwellings, including:
- (a) information gathering regarding the age and history of the housing and occupancy by children under age 6;
  - (b) visual inspection;
  - (c) limited wipe sampling or other environmental sampling techniques;
  - (d) other activity as may be appropriate; and
  - (e) provision of a report explaining the results of the investigation.
- 26. Secretary** – means the Secretary of Housing and Urban Development.
- 27. Target Housing** – means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any 0-bedroom dwelling. In the case of jurisdictions which banned the sale or use of lead-base paint prior to 1978, the Secretary, at the Secretary's discretion, may designate an earlier date.

## E. Tasks and Services

The Contractor is encouraged to utilize training materials (e.g. manuals, resource books, handouts, reference materials, etc.) in conducting the training sessions, and the Contractor shall provide a complete set of such training materials for each trainee.

The Contractor must submit a copy of all training materials to the Corporation within ten (10) working days prior to the first training session, so that the training materials may be reviewed for errors, inappropriate material, and adherence to the state's objectives. The Contractor shall change/alter any training materials, if deemed necessary by the Corporation.

The Contractor's training materials must be neatly typed, clearly printed, and packaged/presented in a professional manner. All training materials must be relevant to the Louisiana housing needs and conditions.

The participants shall be allowed to keep all training material.

The Contractor shall inform the LHC of any specific needs regarding technological resources, equipment, technical support, and ordinary office supplies required for the training.

The Contractor's trainer(s) shall be mutually agreed to by the Contractor and Corporation prior to the trainer conducting the training session.

The Contractor shall ensure that each participant signs an attendance sheet each day of the training session to document participants' attendance. The Contractor shall submit the original attendance sheet to the Corporation after the completion of each training session.

The Contractor shall be responsible for all the Contractor's travel arrangements, lodging, meals, and any other related activities as well as the costs associated with such travel expenses. Travel expenses shall not exceed the more restrictive of the U.S. General Services Administration's Fiscal Year 2020 travel rates or the Louisiana State rates.

(<https://www.gsa.gov/about-us/newsroom/news-releases/gsa-releases-fy2020-per-diem-rates-for-federal-travelers>) or Louisiana State rates (<https://www.doa.la.gov/Pages/osp/Travel/travelPolicy.aspx>).

The Contractor must identify a person within the Contractor's organization to serve as the Contractor's representative with the Corporation and who must be available for contact and communication with coordinating the training. The Contractor must provide the contact information for the designated representative, which includes the name, postal address, email address and phone number.

# IV. EVALUATION CRITERIA

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## A. Objective

Each proposal will be preliminary reviewed for compliance with the qualifications and requirements set forth in this RFP. Failure to meet these qualifications and requirements will cause the proposal to be rejected and disqualified from further consideration.

Proposals will be evaluated by the Evaluation Team based on the criteria detailed in this section. In preparing to submit a response, it is important for proposers to clearly demonstrate their expertise in the areas described in this RFP.

Proposers are encouraged to identify and clearly label in their proposals how each qualification is being addressed. Evaluation of responses to this RFP will be based on the information provided in the proposal, and if applicable, interviews and reference responses. LHC reserves the right to request additional information or documentation from the proposer regarding information including, but not limited to, its proposal, personnel, financial viability, or other items in order to complete the evaluation. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be identified as such and included in a separate section of the proposal.

The evaluation team will use a point system to create a list of Proposals in ranked order. Up to 60 points can be awarded for minimum qualifications. Up to 40 points, respectively can be awarded to the proposal identifying Company Background and Experience, Work Management and Training Plan, and the Cost Proposal. Each criteria noted in the chart below provides for an aggregate total of one hundred and eighty (180) points, or possibly, up to two hundred (200) points if oral presentations are necessary.

The evaluation team shall compile the scores and make recommendation to the Executive Director or his designee on the basis of the responsive and responsible proposer(s) with the highest score(s) that is best suited to meet the Corporation's requirements, and for the Proposer(s) whose proposal, conforms to the RFP. Proposals will be recommended that demonstrate the capability and willingness to provide high quality services to the LHC and by extension, to the citizens of the State. LHC reserves the right to select one or multiple proposer(s)/contractor(s) to implement the requested training services contemplated in this RFP.

Proposals will only be evaluated based upon material and substantiating evidence presented to the Corporation and not on the basis of anything that may be inferred. Entities unable to demonstrate, to the satisfaction of the evaluation team, the necessary expertise and experience to complete the scope of services will not be considered.

Each Proposal will be evaluated using the criteria detailed below.

## B. Minimum Qualifications (60 Points)

To be considered a Proposer/Contractor must document in its Proposal that the following Minimum Qualifications are met:

- Proposer demonstrates compliance with the requirements of this RFP
- The Proposer/Contractor shall have a minimum of three (3) years of experience training individuals on the course titles described in Scope of Services

- As proof of meeting this requirement, the Proposer/Contractor shall provide with its proposal a Minimum Qualifications Affidavit that attests to the Proposer/Contractor's required three (3) years of experience training individuals on the course titles/positions described in the Scope of Services of this RFP
- Provide evidence of an existing training program that meets the objectives outlined in the Scope of Services of this RFP
- Demonstrate an ability to produce a Final Curriculum that can be submitted post contract award.
- Stability in Organization of Firm/Department and Professional Staff

### **C. Company Background and Experience/Proposed Staff Qualifications (40 Points)**

- Proposal is complete and follows the outline in Section V - Proposal Response Format
- Proximity of Proposer's principal office to the LHC
- Quality, extent and relevance of Proposer's operational experience (including subcontractors) in conducting all facets of for all tasks and services outlined in the RFP
- Quality, extent and relevance of Proposer's experience (including subcontractors) in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP
- Quality, extent and relevance of experience, education and training of key personnel (including subcontractors)
- References support Proposer's claims relative to:
  - Proposer's service capability, reputation, facilities, equipment and past performance
  - Proposer's previous performance in contracts or business dealings specifically with municipal, state or federal agencies, and/or other government entities
- Proposer shall provide evidence of a minimum of three (3) years of experience in training individuals in the positions of Lead Inspector, Lead Supervisor, and Risk Assessor in the State

### **D. Work Management & Training Plan (40 Points)**

- Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for all tasks and services outlined in the RFP.
- Quality, clarity and thoroughness of scope of services, including the extent to which alternative approaches/tasks will achieve objectives, demonstrate a thorough understanding of the principles of for all tasks and services outlined in the RFP.
- Quality, clarity and completeness of the sample (or actual, if available) work/training plan indicates a practical application of the principles of for all tasks and services outlined in the Scope of Services of this RFP.
- Innovative concepts.
- The project organization and management plan provides detailed descriptions and indicates high quality skills and expertise.
- Extensive provisions are included for successful, timely and fully compliant program implementation as evidenced by the:
  - Plan for controlling the effort.
  - Coordination of subcontractors, joint ventures or teaming arrangements.
  - Plan for phasing personnel into the effort.
  - Quality of interaction and coordination with the LHC.
  - Reporting methodologies.



## E. Cost Proposal (40 Points)

The cost proposal will be evaluated for reasonableness of cost for the total effort. It may also serve as the basis for subsequent negotiations of price if necessary. Cost proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.

## F. Evaluation Criteria Chart

The following will be LHC's primary consideration in the evaluation and selection process:

	<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1	Compliance with requirements of this RFP	10
2	Organization of Firm/Department and Professional Staff	15
3	Accreditation, Qualifications, and References	35
4	Background and Experience/ Demonstrated understanding of Lead Hazard Reduction Practices and Standards	40
5	Work Management & Training Plan	40
6	Cost Proposal	40
	<b>Total</b>	<b>180</b>
7	Oral Presentation <i>[If Needed]</i>	20
	<b>Grand Total</b>	<b>200</b>

# V. PROPOSAL RESPONSE FORMAT

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## A. Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

## B. Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number and the stipulation that the proposal is valid for a period of time at least ninety (90) calendar days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the LHC's overall requirements. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work.

It should include a positive statement of agreement to comply with the contract terms and conditions. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer should address the specific language to which it cannot comply and submit whatever exception or exact contract modifications that it may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

## C. Company Background and Experience

The Proposer should give a brief description of its company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects in similar size, scope and function to the proposed contract. Proposers should describe their experience in other states or with corporate and governmental entities of comparable size and diversity with at least five (5) references from previous clients, including names and telephone numbers.

Proposers should describe their knowledge of and/or experience with HUD's environmental review process as it relates to the rehabilitation and/or new construction of rental properties. Proposers should also include the normal timeline in which they were able to accomplish each of the above referenced deliverables.

The Proposer must give a brief description of any criminal proceedings or investigations involving the Proposer or any employees of the Proposer who may be involved in providing the services requested herein.

Proposers should clearly describe their ability to exceed the expectations of the LHC as set forth in this RFP.

## D. Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein. Proposers should response to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the LHC
- Define its functional approach in providing the services
- Define its functional approach in identifying the tasks necessary to meet requirements
- Describe the approach to project management and quality assurance
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing
- Present innovative concepts for consideration, if any, that clearly demonstrates Proposer's understanding of the Corporation's management scheme and relating a unique approach to achieve the desired results.

## **E. Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information 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. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual résumés.

The Proposer should also include the name of the person to be designated as the "Project Leader," who will be responsible for the coordination of the work efforts of the other individuals. Information to be provided regarding the project leader must include: (i) length of career in area relevant for RFP; (ii) any professional designations; and (iii) number and size of projects relevant to the subject RFP in the last three years.

## **F. Supplementary and Miscellaneous Information**

The Proposer may include in this section any appropriate information necessary to demonstrate the Proposer's qualifications and experience, including business and/or personal references, and any other information deemed pertinent by the Proposer, including terms and conditions which the Proposer wishes the Corporation to consider.

The LHC reserves the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

## **G. Cost Proposal**

The cost proposal must provide the basic fee structure and indicate the hourly rates of the various staff members for each of the services anticipated under this RFP. An organizational chart for all staff necessary for the performance of the duties listed in this RFP should also be included, including a schedule of wages and salaries for those included on the organizational chart.

The cost proposal should state assumptions on which the firm's fee would be predicated and any factors that would change the actual fee. The proposer should state also what it considers to be the most appropriate

method for determining a reasonable fee for this representation, and state the rationale for this determination.

The cost proposal shall also include any and all costs the Proposer desires to have considered in any contract entered into with the LHC.

Any taxes other than State and Local Sales and Use Taxes, from which the State is exempt, shall be assumed to be included in the Proposer's costs.

Potential costs and/or charges, if any, for any and all proposed services associated with the implementation and administration of this RFP which should be considered by the Corporation shall be submitted in the proposal.

Each Cost Proposal must also include a detailed listing of all expenses or fees that the Proposer deems as Additional Services which are to be paid directly to a subcontractor. These expenses shall be based on the actual costs incurred with no mark-up for overhead and/or profit allowed. If periodic related services are to be provided by subcontractors, a list must be provided that includes titles and respective hourly rates. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Contractor.

The Proposer shall provide the total cost for providing all services set forth in the table below. Fees and costs for the deliverables set forth below should be included by the Proposer, and should include all travel and other expenses. All required publications will be considered as an "other direct cost" and will be billed at cost.

The cost proposal should state assumptions on which the firm's fee would be predicated and any factors that would change the actual fee. The Proposer should state what it considers to be the most appropriate method for determining a reasonable fee for this representation, and state the rationale for this determination.

The cost proposal shall also include any and all costs the Proposer desires to have considered in any contract entered into with the LHC.

*Taxes.* Any taxes other than State and Local Sales and Use Taxes, from which the State is exempt, shall be assumed to be included in the Proposer's costs.

*Other.* -- Potential costs and/or charges, if any, for any and all proposed services associated with the implementation and administration of this RFP which should be considered by the Corporation shall be submitted in the proposal.

Each Cost Proposal must also include a detailed listing of all expenses or fees that the Proposer deems as Additional Services which are to be paid directly to a subcontractor. These expenses shall be based on the actual costs incurred with no mark-up for overhead and/or profit allowed. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Contractor.

## H. Certification Statement

The Proposer must sign and submit **Attachment A – Certification Statement**

# VI. CONTRACT TERMS AND REQUIREMENTS

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## A. Contract Award and Execution

The LHC reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The LHC also reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the LHC.

The selected Proposer shall be expected to enter into a contract that includes substantially the same terms and conditions included herein. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that it wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

The contract will be awarded to the Proposer whose proposal best meets the needs of the LHC the as outlined in Section IV.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, the LHC may elect to cancel the award and award the contract to the next highest ranked proposer.

If, for any reason, the Proposer most responsive to the Corporation's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the Corporation may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

## B. Notice of Intent to Award

The evaluation team shall review and score the proposals and make a recommendation to the Executive Director on the most responsive proposal(s).

The LHC reserves the right to make multiple awards.

The LHC will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful proposers will be notified in writing accordingly.

Any person aggrieved by the proposed award has the right to file a protest with the LHC Executive Counsel no later than seven (7) calendar days after the issuance of the notification of award. The LHC Executive Director and two additional members of the LHC staff, as appointed by the Executive Director (collectively referred to as the "Dispute Review Panel") are authorized to resolve any protests arising after the notice of a proposed award.

The Dispute Review Panel shall render a written decision regarding a protest within fourteen (14) calendar days after receipt of the protest and any subsequently submitted information. A written decision shall be furnished to the aggrieved party and other interested parties.

In the event of a timely protest relating to the award of a contract, the LHC shall not proceed with the award of a contract unless the Dispute Review Panel makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the LHC.

The decision of the Dispute Review Panel is final and conclusive except when the decision is fraudulent or the person or entity adversely affected has timely appealed as provided herein.

Any person or entity adversely affected regarding the awarding of a contract may appeal the decision to the Executive Director within seven (7) days of receipt of the written decision. Review by the Executive Director of the decision of the Dispute Review Panel shall be based on documents submitted by the Dispute Review Panel and the person or entity adversely affected by the decision. The decision of the Executive Director shall constitute the final administrative determination regarding the protest or contract controversy.

Any person or entity adversely affected by the final administrative determination regarding a protest or contract controversy may seek judicial review of the administrative determination in the 19<sup>th</sup> Judicial District Court in East Baton Rouge Parish, which review shall be based on the record compiled at the administrative level.

## **C. Term of Contract**

The initial term of the contract shall be for one (1) years, or some shorter term as may be determined by the LHC, from the effective date of the contract, and may be extended for two (1) additional one (1) year terms for a maximum contract term not to exceed four (4) years. All proposals should reflect services in anticipation of a one (1) year contract term.

## **D. Insurance Requirements**

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below, as applicable. The proposer's inability or unwillingness to meet these requirements as a condition of award, may, at the sole discretion of the Corporation, be rejected and returned as nonresponsive without review.

### **1. 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 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 may be waived for workers' compensation coverage only.

### **2. Commercial General Liability**

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

### 3. **Professional Liability (Errors and Omissions)**

Professional Liability (Errors and 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 the contract. It shall provide coverage for the duration of the 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.

### 4. **Automobile Liability**

Automobile Liability Insurance shall have a minimum coverage 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.

### 5. **Cyber Liability**

Cyber Liability Insurance, including first-party costs, due to an electronic breach that compromises the LHC'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 the contract. It shall provide coverage for the duration of the 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.

### 6. **Deductibles and Self-Insured Retentions**

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

### 7. **Other Insurance Provisions**

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

- a. *Commercial General Liability, Automobile Liability, and Cyber Liability Coverages.* The LHC, its officers, directors, 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 form 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 the LHC.

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

- b. *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 Corporation, its officers, directors, agents, employees, and volunteers, for losses arising from work performed by the Contractor for the Corporation.
- c. *All Coverages.* All policies must be endorsed to require thirty (30) days written notice of cancellation to the Corporation. Ten (10) 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 the Corporation of policy cancellations or reductions in limits.

The acceptance of completed work, payment, failure of the LHC to require proof of compliance, or the LHC's acceptance of a non-compliant certificate of insurance shall not 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 LHC 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 Corporation, its officers, directors, agents, employees and volunteers.

## E. 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 Property 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.

## F. Verification of Coverage

Contractor shall furnish the Corporation with Certificates of Insurance reflecting proof of 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 the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Louisiana Housing Corporation, Its Officers, Agents, Employees and Volunteers  
2415 Quail Drive Baton Rouge, LA 70808  
Project Name:



In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation 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, the contract, at the election of the Corporation, 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.

## **G. 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. The Corporation reserves the right to request copies of subcontractors' certificates at any time.

## **H. 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 Louisiana Housing Corporation, its officers, 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 Louisiana Housing Corporation, its officers, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the 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 harmless the Louisiana Housing Corporation, its officers, agents, and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **I. Indemnification and Limitation of Liability**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Louisiana Housing Corporation and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Louisiana Housing Corporation. If applicable, Contractor will indemnify, defend and hold the Louisiana Housing Corporation 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 Louisiana Housing Corporation 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 Louisiana Housing Corporation 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 Louisiana Housing Corporation or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as may be required.

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, Material, or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; 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 exclusive remedy to take action in the following order of precedence: (i) to procure for the Louisiana Housing Corporation 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 Louisiana Housing Corporation up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contractor, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The Louisiana Housing Corporation 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.

## **J. Payment**

Payment terms shall be negotiated with the successful Proposer.

## **K. Termination**

### **1. Termination for Cause**

The Corporation may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the Corporation shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Corporation 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 agreed upon may constitute default and may cause cancellation of the contractor.

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

## **2. Termination for Convenience**

The Corporation may terminate the Contract at any time without penalty by giving thirty (30) calendar 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 satisfactorily.

## **L. Assignment**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Corporation, provided however, that claims for money due or to become due to the Contractor from the Corporation may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.

## **M. Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, auditors of the LHC, and if applicable, federal auditors, shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the closeout of the respective federal grants.

## **N. Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 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, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor further agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination of this contract.

## **O. Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contractor for herein shall become the property of the Louisiana Housing Corporation and shall, upon request, be returned by the Contractor to the Corporation, at the Contractor's expense, at termination or expiration of the contract.

## **P. Entire Agreement/Order of Precedence**

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, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

## **Q. 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.

## **R. Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the Corporation. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Corporation or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the Corporation's or Contractor's reasonable control, as the case may be, the Corporation or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

## **S. Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **T. Code of Ethics**

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

## **U. Corporate Requirements**

The LHC will not contract with an entity not properly authorized to do business in the State of Louisiana. If the Proposer is a corporation not incorporated under the laws of the State of Louisiana, the proposer shall have obtained a certificate of authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State prior to entering into a contract with LHC. If the proposer 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 Louisiana Secretary of State.

## **V. Prohibited Activity**

Contractors are prohibited from using funds provided herein or personnel employed in the administration of this program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism. The Contractor will 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/or nepotism.

# Attachment A – Certification

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

**OFFICIAL CONTACT.** The Louisiana Housing Corporation requests that the Proposer designate one person to receive all documents and the method by which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name: \_\_\_\_\_

B. Email Address: \_\_\_\_\_

C. Phone Number with area code: \_\_\_\_\_

D. U.S. Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the Louisiana Housing Corporation to contact the above-named person or otherwise verify the information provided.

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

1. The information contained in the Proposal in response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's proposal shall be valid for at least ninety (90) calendar days from the date of the signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have five (5) days from the date of delivery of final contract to execute the final contract document;
6. Proposers shall certify, by signing and submitting a proposal, that their company, any subcontractors, or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Uniform Guidance (2 CFR 200). A list of suspended or debarred parties can be viewed via the internet at <http://www.sam.gov>.

**Signature of Proposer/Authorized Representative:** \_\_\_\_\_

**Typed or Printed Name and Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

## Attachment B — Training Description and Fee Schedule

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Title	Overview	Fees	Training Duration	Maximum No. of Participants	Comments
Lead Inspector					
Lead Supervisor					
Risk Assessor					
<b>Total:</b>					

Curriculum development is an essential activity under this line item. Any programs, presentations, curricula, and related documents created for the training, and not developed or licensed by the vendor prior to the execution of the anticipated contract, will be considered the property of the LHC.