



Louisiana Housing Corporation

REQUEST FOR PROPOSALS

For

Louisiana Weatherization Training Center 2020-2021 Training Partner(s)

DATE ISSUED:

Wednesday, November 18, 2020

DEADLINE TO SUBMIT RESPONSES:

Friday, December 18, 2020
at 4:00 PM CST

11637 Industriplex Boulevard, Baton Rouge, Louisiana 70809
Phone: (225) 763-8700 · Toll Free: (888) 454-2001 · Fax: (225) 763-8710

www.lhc.la.gov

I. General and Administrative Information

A. Background and Purpose

The Louisiana Housing Corporation (“LHC” or “Corporation”) has issued this Request for Proposals (RFP) to solicit proposals” to provide Training and Technical Assistance Services to Louisiana Weatherization providers hereinafter referred to as “Network” in the Weatherization Assistance Program and other related healthy home programs as detailed in the Scope of Services section of this RFP. LHC will enter into professional services contracts with the respondent(s) that will be selected to conduct training for the Network and/or other potential trainees, as needed.

The Weatherization Assistance Program (WAP) was established under Title IV of the Energy Conservation and Production Act and amended by the National Energy Conservation Policy Act, the Energy Security Act, the Human Services Reauthorization Act of 1984, and the State Energy Efficiency Programs Improvement Act of 1990. The program is funded at the federal level by the U.S. Department of Energy (DOE) and other federal and non-federal sources. The LHC serves as the Grantee for the Louisiana WAP, which sub-contracts with a network of local community action agencies and governmental entities to provide services in Louisiana’s 64 parishes, based on availability of funding.

The mission of the Weatherization Assistance Program is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety. Additionally, housing-related hazards training services will include but not limited to lead abatement and other environmental health and safety concerns as detailed under the Scope of Work section of this RFP.

B. RFP Coordinator

This RFP is available in electronic form by [clicking here for the Public Notices page of LHC.la.gov Website](#). The RFP is also available in printed form by submitting a written request to the RFP Coordinator. Written proposal requests and questions must be directed to the RFP Coordinator using the information listed below:

ATTN: Todd Folsie, Deputy Director

Louisiana Housing Corporation
11637 Industriplex Boulevard
Baton Rouge, Louisiana 70809
tfolsie@lhc.la.gov

C. Procurement 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

RFP published and posted to LHC website	Wednesday, November 18, 2020
Deadline for submitting written inquiries	Wednesday day, December 2, 2020 by 4:00 p.m. CST
Deadline for LHC to respond to written inquiries from Proposers	Monday, December 7, 2020
Deadline for submitting proposals	Friday, December 18, 2020 by 4:00 p.m. CST
Notice of Intent to Award	No earlier than Friday, January 8, 2021
Contract Execution	TBD

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 for which the Proposer is inquiring or seeking clarification.

Any person aggrieved in connection with the specification contained therein shall submit questions or concerns in writing to the RFP Coordinator during the inquiry period. Otherwise, failure to do so will be construed as acceptance by the Proposers that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein.

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 [here at the Public Notices page of the LHC.la.gov website](#). It is the responsibility of the Proposer to check the website for any such addendums, supplements, or amendments made to the RFP.

H. Definitions

1. **BPI** – Building Performance Institute
2. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
3. **Corporation** – Louisiana Housing Corporation
4. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
5. **DOE** – The U.S. Department of Energy
6. **HEP** – Home Energy Professional
7. **IREC** – Interstate Renewable Energy Council
8. **JTA** – Job Task Analyses
9. **MHEA** – Manufactured Home Energy Audit Tool Version 8.9
10. **NEAT** – National Energy Audit Tool Version 8.9
11. **NREL** – National Renewable Energy Laboratory
12. **Proposal** – A response to a Request for Proposals.
13. **Proposer** – A firm or individual who responds to a Request for Proposals.
14. **EA** – Energy Auditor
15. **QCI** – Quality Control Inspector
16. **RFP** – Request for Proposals
17. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.

18. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
19. **State** – The State of Louisiana.
20. **Subcontractor** – A firm or individual entering into a contract with the Proposer.
21. **SWS** – Standard Work Specifications
22. **WAP** – Weatherization Assistance Program

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II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be hand delivered or mailed in hard copy (printed) to the RFP Coordinator designated in Section I (B), **by no later than 4:00 PM CST on Friday, December 18, 2020.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified above. **Fax or e-mail submissions are not acceptable and will not be considered.**

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, LA 70809
(225)763-8700
Attn: Todd Folse, Deputy Director
Re: RFP – Louisiana Weatherization Training Center
2020-2021 Training Partner(s)

The outside of the envelope, box or package must be CLEARLY MARKED with the following information and format:

Proposal Name: RFP – Louisiana Weatherization Training Center
2020-2021 Training Partner(s)

Submission Deadline: Friday, December 18, 2020, 4:00 PM CST

Proposer is solely responsible for ensuring that its courier makes inside deliveries to 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.

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(I) - Proprietary Information* for details). Failure to provide the specified number of copies will be considered as a basis for disqualification.

C. Required Signatures

The Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, such as:

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;

An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or

An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

D. Corporate Requirements

Proposers must indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

E. Validity

All proposals shall be considered valid for acceptance until such time as an award is made. The LHC reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable to the Corporation and the Proposer is unwilling to extend the validity of its proposal.

F. Content

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. Failure to include these requirements in a proposal shall result in rejection of the proposal.

G. 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 Proposer's abilities to meet the requirements of the RFP.

H. Proposal Material Ownership

Except for the materials specified in section I (I), 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.

I. Proprietary Information

Only information that is 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.

J. 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 RFP Coordinator, 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.

K. 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.

L. Errors and Omissions in Proposals

The Corporation will not be liable for any errors in proposals. The Corporation, at its option, has the right to request clarification or additional information from the Proposer.

M. Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The LHC reserves the right to accept or reject, in whole or in part, all proposals submitted and to cancel this announcement.

N. 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.

O. Certification of Audit Requirements in OMB Circular 2 CFR § 200.501 Compliance

Proposers must provide certification that neither it nor its principals, contractors, or agents are suspended or debarred from conducting business with government agencies. By signing and submitting any proposal for \$750,000 or more, the Proposer certifies that the represented company, as well as any subcontractors or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the Audit requirements in OMB Circular 2 CFR § 200.501

A list of suspended or debarred parties can be viewed via the internet at <http://www.sam.gov>.

P. Written or Oral Presentations/Discussions

Written and/or oral discussions may be conducted by the Corporation with Proposers submitting proposals determined to be reasonable choices for selection and contract award; however, the Corporation reserves the right to enter into a contract without further discussion of proposals submitted, based on initial offers. Any commitments or representations made during such discussions, if conducted, may be formally recorded in the final contract. Written and/or oral

discussions/presentations for clarification may be conducted in order to enhance the Corporation's understanding of any or all the proposals submitted. A contract may, however, be awarded without such discussions.

Q. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code (La. R.S. 42:1101, *et seq.*) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

R. Disqualification

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 resume for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the Proposer from further consideration.

S. Rights Reserved by LHC

LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all proposals. LHC will not disclose the status of negotiations until the LHC's Executive Director has approved award of a contract for services.

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III. Scope of Services

A. Introduction

Louisiana Housing Corporation (LHC or Corporation) has issued this Request for Proposals (RFP) to solicit proposals and select a Proposer or multiple Proposers specialized in specific training areas (as listed herein under the “Scope of Services”) to develop curriculum, train, and provide technical assistance to the Network and other HEPs in accordance with the applicable IREC Credentialing requirements, DOE’s regulations, and LHC’s Policy and Procedures. The term is set to commence in January of 2021 and run through June 30, 2022. However, the contract may be extended by an amendment signed by both parties up to a total contract term of five years. Services funded with DOE funding will not be paid in advance but paid in arrears after services have been provided.

In this proposal, Proposer is expected to demonstrate the capacity to deliver and evaluate training so that the trainees gain understanding, increase knowledge, stay in compliance, and/or change behavior. Each section of the proposal training plan and evaluation plan is described below in the scope of services table Section III (B). The Proposer is encouraged to offer bids on each of the course titles based on the company’s areas of expertise/administrative capacity.

The Proposer can choose to submit separate bids for only certain proposed training certification courses, or can submit one bid for all of the training certification courses listed in the scope of services table. Those Proposers who submit one bid for all the training certification courses may also provide a “per course” fee for each module in case LHC decides to award portion of the trainings to more than one Proposer.

B. Training Plan

The Proposer can submit proposals for any or all of the following Tiers of training listed below.

Tier I:

Proposer is expected to plan, deliver, and evaluate a comprehensive training program to cover some or all the areas below. For the topics listed below, the Proposer must provide training plan that includes class title, description, target audience, number of participants permitted per class, location of the training, and length of training (i.e., hours/days). Proposer should be prepared to provide curriculum, trainers/instructors, exams and proctors.

Tier II:

Proposer is expected to plan, deliver, and evaluate a comprehensive training program to cover some or all the areas below. For the topics listed below, the Proposer must provide training plan that includes class title, description, target audience, number of participants permitted per class, location of the training, and length of training (i.e.: hours/days). Proposer should identify whether

trainers/instructors will be provided by the organization's staff and/or in partnership with other qualified entities or LHC collaboratively. The fee sharing percentage must be clearly identified in the proposal.

Tier III:

Proposer is expected to plan, deliver, and evaluate a comprehensive training program curriculum to cover some or all the areas below. For the topics listed below, the Proposer would provide for purchase IREC and/or BPI accredited curriculum to LHC. This curriculum will become LHC's property to use for training purposes.

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**PROPOSED TRAINING PLAN AND FEE SCHEDULE FOR BPI AND HEP CERTIFICATION SERVICES
PERTINENT TO THE HOT WEATHER CLIMATE WITHIN THE SOUTHEAST REGIONS OF
UNITED STATES OF AMERICA**

Title	Overview	Fees*	Written Exam?	Field Exam?	Training Duration (i.e. hours /days)	Comment
<u>Building Science Principles (BSP)</u>	Learn how all of the systems (e.g. HVAC, insulation, and appliances) affect the comfort, health, and safety of occupants and durability of the home.	<input type="text"/>	Yes	No		
Primary Certifications						
<u>Infiltration and Duct Leakage (IDL)</u>	Perform duct leakage and blower door tests, for compliance with International Energy Conservation Code for new home construction or existing home remodels.		No	Yes		



<p><u>Air Leakage Control Installer</u> (also known as RBE-WHALCI)</p>	<p>Gain skills needed to reduce energy loss from air leakage and improve indoor air quality through the proper installation of insulation.</p>		<p>No</p>	<p>Yes (includes oral component)</p>		
<p>Title</p>	<p>Overview</p>	<p>Fees*</p>	<p>Written Exam?</p>	<p>Field Exam?</p>	<p>Training Duration (i.e. hours /days)</p>	<p>Comment</p>
<p align="center">Core Certifications</p>						
<p><u>AC/Heat Pump Professional (AC)</u></p>	<p>Understand the role of air conditioning and heating systems within the whole home and diagnose and correct problems to achieve peak performance.</p>		<p>Yes</p>	<p>Yes</p>		
<p><u>Building Analyst (BA)</u></p>	<p>Apply the fundamentals of building science and the skills needed to conduct comprehensive energy audits, including assessing whole building ventilation, measuring air flow, combustion safety, and testing/data collection.</p>		<p>Yes</p>	<p>Yes</p>		
<p><u>Envelope Professional (Envelope, EP)</u></p>	<p>Optimize and verify the installation, operation, maintenance, and performance of envelope systems and improve their</p>		<p>Yes</p>	<p>Yes</p>		

	interaction with other building systems.					
<u>Heating Professional (Heat)</u>	Assess the installation, operation, and maintenance of heating equipment in relation to other building systems, to reduce energy costs and ensure occupant comfort, health, and safety.		Yes	Yes		
Title	Overview	Fees*	Written Exam?	Field Exam?	Training Duration (i.e. hours /days)	Comment
Multifamily Certifications						
<u>Multifamily Building Analyst (MFBA)</u>	Apply building-as-a-system fundamentals to diagnose problems and improve the performance of larger, more complex residential structures.		Yes	Yes (Picture-based practical exam)		
<u>Multifamily Building Operator (MFBO)</u>	Use building science principles to apply operations and maintenance strategies in multifamily buildings.		Yes	Yes		
Advanced Certifications						
<u>Crew Leader (CL)</u>	Ensure the quality of, and supervise, the installation and performance of		Yes	Yes (Includes additional 35 question)		



	prescribed energy efficiency upgrades.			online exam)		
<u>Energy Auditor (EA)</u>	Master the evaluation of the home's performance, including using more advanced diagnostic equipment and modeling software. (Advanced version of BA.)		Yes	Yes		
Title	Overview	Fees*	Written Exam?	Field Exam?	Training Duration (i.e. hours /days)	Comment
<u>Quality Control Inspector (QCI)</u>	Verify compliance of retrofit work performed based on work plans and standards. Conduct audits and inspections using diagnostic equipment to develop reports specifying corrective actions to achieve whole house performance.		No	Yes		
<u>Retrofit Installer Technician (RIT)</u>	Properly install residential envelope air sealing, HVAC duct sealing, insulation, windows and doors, mechanical ventilation, and roofing upgrades in single family homes and small multi-family housing.		Yes	Yes		

Healthy Home Evaluator (HHE)	Identify asthma triggers, detect risks for lead poisoning, test for carbon monoxide, and more by incorporating healthy home measures into home performance assessments.		Yes	No		
Title	Overview	Fees*	Written Exam?	Field Exam?	Training Duration (i.e. hours /days)	Comment
Programs						
BPI Rater	Become part of the U.S. Department of Energy's nationwide Home Energy Score program. Perform home energy assessments that generate a score and a prioritized list of recommended energy improvements for the homeowner.		DOE online Sim training and testing	No		
BPI GoldStar Contractor®	For a contracting businesses. Program that improves quality control and management processes to enhance services, reduce waste and boost customer satisfaction		No	No		

<p>BPI Product List</p>	<p>For product manufacturers. Program that features products and materials that meet certain industry standards.</p>		<p>No</p>	<p>No</p>		
<p>WAP RELATED TRAINING AND TECHNICAL ASSISTANCE</p>						



<p>Weatherization Assistant NEAT (National Energy Audit Tool) and MHEA (Manufactured Home Energy Audit)</p>	<p>DOE approved Weatherization Assistant energy audit software for single family and manufactured housing for WAP provider. The course focus on the following:</p> <ol style="list-style-type: none"> 1) Purpose of the WA audit software; 2) Interpreting the basic elements of a Recommendation Measures Report 3) Creating user libraries and inserting agency information; 4) Navigating through the WA and running models in the NEAT for single family structures and MHEA tool for manufactured housing. <p>The NEAT and MHEA training plan should cover all of the features of the computer-based application and duplicate the training historically provided by ORNL to state and local weatherization agencies. The training tool should be based on Version 8.9 or most recent DOE approved version at the time of the training.</p>					
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Title	Overview	Fees*	Written Exam?	Field Exam?	Training Duration (i.e. hours /days)	Comment
<p>Lead Renovation, Repair & Painting (RRP) Training accredited by the United States Environmental Protection Agency(EPA)</p>	<p>Training syllabus and activities must be consistent with the latest version of 40 CFR 745 regulatory requirements.</p>					
<p>OSHA 30</p>	<p>This OSHA 30-Hour construction training covers the required steps for completing OSHA Outreach training. This course is a proven way to receive a valid OSHA 30-Hour Card. Students will be educated on recognition, avoidance, abatement, and prevention of safety and health hazards in the workplace.</p>					
<p>OSHA 10</p>	<p>As part of the U.S. Department of Labor, the Occupational Safety and Health Administration enforces standards for safe and healthy workplace conditions. The OSHA 10 training program is intended to provide entry-level construction workers information about their rights, including how to</p>					

	<p>identify, abate, avoid, and prevent job-related hazards on a construction site. Students will primarily learn the federal OSHA construction industry standards but will also be exposed to any differences with state standards. This course was designed to help individuals stay current with OSHA safety requirements and to acquire a valid DOL/OSHA 10-Hour Card.</p>					
<p>DOE APPROVED HEALTH AND SAFETY (WPN 17-7)</p>	<p>Training syllabus and activities must be consistent with the latest version of 10 CFR 440 regulatory requirements and the WPN (<i>Weatherization Program Notice</i>) 17-7.</p>					
<p>ASHRAE 62.2 (2016)</p>	<p>Training syllabus must provide guidance that explains the "why" and "how" behind requirements in ASHRAE's residential indoor air quality standard with applicable updated user's manual. This training guide should provide detailed information on the requirements of Standard 62.2-2016, and include the</p>					

	<p>necessary tables, illustrations, and examples to aid users in providing for acceptable indoor air quality in residential systems. The course provisions of Standard 62.2 should also address mechanical and natural ventilation as well as air leakage in these buildings. The user's manual should provide concrete examples on how to apply the criteria set out by the standard.</p>					
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*The Corporation (LHC) will provide meeting rooms for the classroom instructions of the training sessions. The Corporation will provide the equipment and weatherization training props necessary to conduct the field training and tests.

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 and LHC would be allowed to retain these materials and reproduce them for future trainings of LHC staff and sub-grantees.

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Costs budget:

A fee schedule for all costs associated with these services for the first term of this contract (expected to run through January 2021 through June 30, 2022) must be submitted with the proposal. The fee schedule should include the cost per training for each class. The template below should be used for the Fee Schedule submission. Please indicate whether fee is per session, per day, per hour, etc. Use format in table below. An additional explanation of fees may be included to supplement and explain the Budget Summary.

Budget Summary							
	Course Title	Tier I and Tier II^(a) Expenses				Total	Tier III Total for Curriculum only
		Tuition*		Training Duration**	Travel & Lodging***		
		<i>Material Costs</i>	<i>Personnel Costs</i>				
BPI Advanced Certifications							
1	Crew Leader (CL)						
2	Energy Auditor (EA)						
3	Quality Control Inspector (QCI)						
4	Retrofit Installer Technician (RIT)						
5	Healthy Home Evaluator (HHE)						
BPI Primary Certifications							
6	Building Science Principles (BSP)						
7	Infiltration and Duct Leakage (IDL)						
8	Air Leakage Control Installer (also known as known as RBE-WHACI)						
Core Certifications							
9	AC/Heat Pump Professional (AC)						
10	Building Analyst (BA)						
11	Envelope Professional (Envelope, EP)						

12	Heating Professional (Heat)						
	Course Title	Tier I and Tier II^(a) Expenses			Total	Tier II Total for Curriculum only	
		Tuition*		Training Duration**			Travel & Lodging***
		<i>Material Costs</i>	<i>Personnel Costs</i>				
WAP related Training and Technical Assistance Services							
13	Weatherization Assistant NEAT/MHEA						
14	EPA Lead Safe Renovation, Repair & Painting (RRP)						
15	OSHA 30						
16	OSHA 10						
17	Health & Safety (WPN 17-7)						
18	ASHRAE 62.2 (2016)						
Multifamily Certifications							
19	Multifamily Building Analyst (MFBA)						
20	Multifamily Building Operator (MFBO)						
BPI Programs							
21	BPI Rater						
22	BPI GoldStar Contractor						
23	BPI Product List						
Grand Total							
		*Must include Curriculum Development, Printed Materials for Classroom Training sessions and Online Training Preparation Support necessary to fulfill the written and field certification requirements.					
		**Total Hours and the Number of Days required for Certification					
		***Shall not exceed the more restrictive of the U.S. General Services Administration's FY 2021 travel rates or the Louisiana State rates.					

	(a) Tier II proposals should identify whether trainers/instructors will be provided by the organization’s staff and/or in partnership with other qualified entities or LHC collaboratively. The fee sharing percentage must be clearly identified in the proposal.
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C. Tasks and Services

There is no guarantee of a minimum level of services which may be requested by the LHC under this Contract.

The Proposer must have provided organizational, technical, and administrative support to DOE’s Weatherization Assistance Program. The training must be based on and meet the standards of the quality training required by the DOE’s Weatherization Assistance Program and other related certification and/or accrediting entities such as BPI and IREC respectively and/or any other applicable accrediting entity identified in the Training Plan table Section III (B) for the specific course title.

The Proposer must have an IREC accredited training program aligned with the National Energy Renewable Laboratory’s Job Task Analyses. The training must be based on and meet the standards of the quality training required by the DOE’s Weatherization Assistance Program’s Core Competencies and/or any other applicable accrediting entity identified in the Training Plan table Section III (B) for the specific course title.

The Proposer must ensure the proposal contains enough information for the Corporation to decide of the Proposer’s capacity to perform the contracted services.

The Proposer shall provide on-site training for BPI Certification programs/WAP related Training and Technical Assistance as listed in the above Scope of Services (hereinafter referred to as “training”) in Baton Rouge at the LHC’s training facility in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Corporation.

The Proposer must complete any training sessions it is hired to perform by the termination date as agreed to in the contract (approximately June 30, 2022) or as otherwise agreed to by the parties. The on-site training sessions shall include both classroom and/or required field instructions.

The Corporation will provide meeting rooms for the classroom instructions of the training sessions. The Corporation will provide the equipment and weatherization training props necessary to conduct the field training and tests.

The Corporation shall have the right to modify any of the training sessions without incurring any liability, financial or otherwise, by providing the Proposer with an electronic notice at least 15

calendar days prior to the date of the first day of the training session. If for some reason the LHC must cancel a training, the LHC will provide a notice to the Proposer at least 30 calendar days prior to the date of the first day of the training session.

The Proposer shall consult with and obtain the Corporation's approval prior to finalizing the curriculum and content for the training sessions.

If the Proposer utilizes training materials (e.g. manuals, resource books, handouts, reference materials, etc.) in conducting the training sessions, the Proposer shall provide a complete set of such training materials for each participant.

The Proposer must submit a copy of all training materials to the Corporation within ten 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 Proposer shall change/alter any training materials, if deemed necessary.

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

The Proposer's trainer(s) shall be mutually agreed upon prior to the trainer conducting the training session. The Proposer shall provide instructors with a BPI certification for proctoring in all the BPI certification trainings being proposed and as listed under the "Scope of Services" herein. The Proposer shall provide qualified instructors with experience in Building Science, Mechanical System Diagnostics, and DOE/LHC WAP Policies and Procedures as applicable to the proposed training course title.

The Proposer shall ensure that each participant signs an attendance sheet each day of the training session to document participants' attendance. The Proposer shall submit the original attendance sheet to the Corporation after the completion of each training session. The Proposer shall submit each training to BPI for Continuing Education Units (CEU) for all students.

The Proposer shall be responsible for all of the Proposer's travel arrangements, lodging, meals, and any other related activities as well as the costs associated. Travel expenses shall not exceed the more restrictive of the U.S. General Services Administration's fiscal year 2020-2021 travel rates or the Louisiana State rates.

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&fiscal_year=2021&city=&state=LA&zip and/or <https://www.doa.la.gov/pages/osp/travel/TravelPolicy.aspx>

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

D. Evaluation Plan

The proposal should incorporate evaluation and feedback mechanisms to ensure that the training objectives are met. The Proposer 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. The proposal should include a narrative of how the evaluation results will be incorporated into the program design. A formal report should be sent to LHC within 60 days of the end of the contract to provide detailed evaluation results.

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IV. Evaluation and Qualification Criteria and Selection

A. Objective

The LHC will consider proposals that, based on a thorough review, have demonstrated the capability and willingness to provide high quality services to the citizens of the State of Louisiana in the manner described in this RFP. LHC reserves the right to select one or multiple proposer(s) for the various course titles listed in the scope of services table Section III (B).

B. Proposer Minimum Qualifications

All Proposers must document that the following Minimum Qualifications have been met on any of the course titles selected for bid from the Scope of Services' table Section III (B):

1. The Proposer shall have a minimum of three (3) years of experience training individuals on any of the course titles described in Scope of Services Table Section III (B).
2. As proof of meeting this requirement, the Proposer shall provide with its proposal a Minimum Qualifications Affidavit that collectively attests to the proposer's required three (3) years of experience training individuals on the course titles selected for proposed bid.
3. Provide evidence of an existing training program that meets the objectives outlined in the National Renewable Energy Laboratory (NREL) Standard Work Specifications/Department of Energy (DOE) and/or any other applicable accrediting entity identified in the Scope of Services' table Section III (B) for the specific course title.
4. Final Curriculum can be submitted post contract award.

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C. Evaluation/Qualification Criteria

Proposals will be evaluated 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.

The evaluation team will use the following criteria to evaluate all acceptable proposals and to develop recommendations to be presented to the LHC Board of Directors for approval and subsequent contract execution by the LHC executive director.

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

1. Compliance with requirements of this RFP
2. Years of Experience/ Demonstrated understanding of WAP and proposed strategy for management
3. Qualifications and References
4. Organization of Firm/Department and Professional Staff
5. Work Management and Training Plan
6. Cost Proposal

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based only 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 firm regarding its proposal, personnel, financial viability, or other items in order to complete the selection process. 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 following Criteria with an aggregate total of one hundred and eighty (180) points, or possibly, up to two hundred (200) points if oral presentations are necessary, will be utilized to evaluate the qualifications of each Proposer.

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Evaluation Criteria		Maximum points	Awarded points
1	Compliance with requirements of this RFP	10	
2	Years of Experience/Demonstrated understanding of WAP and proposed strategy for management	15	
3	Qualifications and References	35	
4	Organization of Firm/Department and Professional Staff	40	
5	Work Management and Training Plan	40	
6	Cost Proposal	40	
	Total	180	
7	Oral Presentation <i>[If needed subject to paragraphs (E) and (F) below]</i>	20	
	Grand Total	200	

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D. Evaluation Process

The evaluation team will score each written proposal.

No preliminary conclusions or results will be given out to Proposers until the evaluation team has completed the entire evaluation process and the formal announcement of the selected Proposer has been made.

E. Oral Presentations

If the evaluation team extends invitations for oral presentations, the Proposers selected for final may make oral presentations to the Committee. Although participation is not mandatory, failure to participate may result in that Proposer not receiving additional points. Proposer may be asked to provide clarification on corporate background and experience, proposed staff's experience, staffing, pending investigations and lawsuits. Proposers are reminded that any oral commitments or representations made during these presentations that extend beyond the written representations in the proposal document may be formally recorded in the contract.

F. Final Scoring

Oral presentations will be graded separate from the previously submitted written proposals based on information obtained from the Proposer's oral presentations and references with a maximum point value of 20 points being awarded. The final score will be the sum of the score received from both the written submission packet and the oral presentation, if any.

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V. Proposal Format and Content

A. Executive Summary

This section should include a summary of the Proposer's qualifications and ability to meet the State'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 terms and conditions of the draft contract. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

B. Firm Experience, Qualification, and Proposed Staff

Years of Experience

The Proposer must provide the firm's date and state of incorporation or formation, years in business, and years of firm's experience (not the individual employees' or managers' experience) as it relates to the training proposed.

Qualifications and References

The Proposer must describe the firm's qualifications and experiences that demonstrate its capability to conduct Weatherization Training and Technical Services Certification tasks as listed under the above "Scope of Services". Provide a list of three (3) references, identifying a lead contact with a telephone number, who may be contacted regarding the firm's abilities, integrity, and professional reputation in providing training services to a major state agency.

Organization of Firm/Department and Professional Staff

Detailed information must be provided about the experience and qualifications of the staff who will be assigned to act for the firm in providing services to the LHC as well as the functions to be performed by each. Full resumes, curriculum vitae, or detailed bio of each person, including names, positions, education, and experience should be included. Identify and describe fully all family or business relationships any employee or manager of the firm may have or has had with employees or elected officials of the State or local governmental entities in Louisiana.

C. Work Management Plan

This section must summarize the firm’s plan and approach to providing the services, including a statement of how the training sessions would be organized, managed, and implemented, and a timetable or activity schedule, if appropriate.

The Proposer must indicate how the quality and availability of personnel assigned to this work would be maintained over the term of the contract.

D. Cost Proposal

The cost proposal must provide the basic fee structure and indicate the hourly rates of the various staff members for the services described in Section III. 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 Proposer shall be responsible for all the Proposer r’s travel arrangements, lodging, meals, and any other related activities as well as the costs associated. Travel expenses shall not exceed the more restrictive of the U.S. General Services Administration’s fiscal year 2021 travel rates or the Louisiana State rates.

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&fiscal_year=2021&city=&state=LA&zip
and/or <https://www.doa.la.gov/pages/osp/travel/TravelPolicy.aspx>

E. Certification Statement

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

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VI. Contract Terms and Requirements

A. Contract Award, Negotiations, and Execution

The contract will be awarded to the Proposer whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected consultant will occur on or about the date indicated in the Important Dates and Deadlines, Section I(C). Negotiations may begin with the announcement of the successful Proposer.

The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective consultant selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the proposal as well as to negotiate fees and terms of the contract.

The successful Proposer will be expected to enter into a contract with the LHC, which will contain substantially similar terms and requirements as those set forth in this Section. The RFP and proposal of the selected consultant will become part of any contract initiated by the LHC. **In no event is a consultant to submit its own standard contract's terms and conditions as a response to this RFP.**

If the contract negotiation period exceeds forty-five (45) 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. Term of Contract

The initial term of contract shall be from the date of the contract execution for one year. Any extension will be at the discretion of the Corporation. All proposals should reflect services in anticipation of a maximum contract term of up to three years.

C. Notice of Intent to Award

The evaluation team shall compile the scores and make a recommendation to the Executive Director on the basis of the responsive and responsible proposer(s) with the highest score(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 19th Judicial District Court in East Baton Rouge Parish, which review shall be based on the record compiled at the administrative level.

D. Insurance Requirements

During the term of the contract, the Proposer shall at its own cost and expense, procure and maintain the types of insurance listed below. 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.

The selected Proposer shall procure and maintain as applicable, 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 work hereunder by Proposer, its agents, representatives, employees and/or subcontractors. General liability insurance shall name the Corporation/State of Louisiana as an additional insured, and evidence of this shall be provided to the Corporation upon initiation of a contract. Proposer shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Proposer must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. Proposer shall maintain limits no less than:

Commercial General Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage and a minimum general aggregate of two million dollars (\$2,000,000).

Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.

Workers Compensation and Employers Liability: Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and workers' compensation insurance must be in amounts and of a scope reasonably satisfactory to Corporation.

Errors and Omissions Insurance: Proposer shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Proposer relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.

Blanket Crime Insurance: which includes Employee Dishonesty coverage, naming the Agency as "Loss Payee"; and

Fidelity Bond: Within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

E. Billing and Payment

The Proposer will submit monthly itemized billing statements to conform to the detailed specifications provided by LHC as part of the contract.

F. Non-Negotiable Contract Terms

Non-negotiable contract terms shall include but not be limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

G. Use of Subcontractors

The selected Proposer shall serve as the single prime contractor for all deliverables and work performed pursuant to the terms of the entire contract. **However, proposals involving subcontractors, joint proposals, or joint ventures will be accepted subject to the following prior to contract execution with LHC:**

SUBCONTRACTS

1. APPROVALS

The selected Proposer shall not enter into any subcontracts with any agency or individual in the performance of this RFP scope of work without the written consent of the LHC prior to the execution of the subcontractor's agreement.

2. CONTENT

The selected Proposer shall cause all the provisions of this RFP in its entirety to be included in and made a part of any subcontract executed in the performance of the RFP scope of work listed herein.

H. Prohibited Activity

Proposers 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 Proposer 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.

I. Warranties and Representations

The Proposer warrants and represents that the following are true and shall remain true throughout the term of the Contract:

All information contained in its response to the RFP remains current and correct, including all information regarding its credit standing, financial status, resources, insurance, and personnel;

It is in good standing as a corporation in the state of its incorporation, and it is qualified to do business in Louisiana, and will take all such action that may be necessary from time to time to remain in good standing and so qualified;

It is not in arrears with respect to the payment of any monies due and owing the State or any department or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to insure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;

It must comply with all federal, state, and local laws applicable to its activities generally, and to its obligations under this Contract; and

It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

J. Assignment

The Proposer 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 Proposer 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.

K. Indemnification

The Proposer shall indemnify the LHC Board of Directors, LHC staff and the State of Louisiana from any and all loss, liability, or expenses (including the cost of defense and attorneys' fees) in connection with any claims or actions brought against any of them that arose directly or indirectly from actions, omissions, or obligations of the Proposer in connection with this Contract. The Proposer shall immediately notify the Corporation of any such claim made or action filed or threatened against the Proposer, and shall cooperate, assist, and consult with the Corporation, its staff, and the State, or their counsel, in the defense and investigation of any such claim or action. Neither the Corporation nor the State has any obligation under the terms of this Contract or any other agreement or relationship with the Corporation to provide legal counsel or defense to the Corporation in such a claim or action, nor is there any obligation to pay any judgment on, or settlement of, any such claim or action.

L. Payment of Taxes

The Proposer understands and agrees that it is responsible for paying any taxes (including Louisiana or federal income or payroll taxes), or license fees or official fees that may be due as a result of either its receipt of fees or other payments hereunder or its performance in accordance with the terms hereof under its own Federal Tax Identification Number.

M. Audit

The Proposer grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agency of the State, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this Contract for a period of five (5) years from the date of the last payment made under this Contract. The Proposer shall comply with federal and/or state laws authorizing an audit of the Proposer's operation, or of specific program activities. Records shall be made available during normal working hours for this purpose.

N. Non-Discrimination in Employment

The Proposer 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, the Federal 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 Act of 1975, and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Proposer 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, political affiliation or disabilities. Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

O. Contingent Fee Prohibition

The Proposer warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for it directly, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, the Corporation shall have the right to annul this Contract without liability for any work performed hereunder and with the right to recover any fees or expenses paid hereunder, or, in its discretion, to deduct from the consideration

otherwise payable to the Proposer the full amount of such fee or other consideration paid for such solicitation or lobbying effort.

P. Governing Law

The laws of the State of Louisiana shall govern the terms of the contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought regarding this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

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Attachment A – Certification

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: _____

B. Email Address : _____

C. Phone Number with area code: _____

D. 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: _____