



Louisiana Housing
Corporation

**LOUISIANA HOUSING CORPORATION
BLUE TARP ROOFING PROGRAM**

**Request for Qualifications
Residential Roofing Contractors**

Issue Date: Friday, March 3, 2023

Deadline to Submit Qualifications: Friday, March 17, 2023, by 4:00PM CT

I. INTRODUCTION

Louisiana Housing Corporation (LHC), is soliciting proposals in the form of written statements of qualifications from Roofing Contractors which currently perform or are qualified to perform full roof replacement and/or repair services for the Blue Tarp Roofing Program and other similar programs. All submissions and required documentation must be submitted to LHC by **4:00 pm, Friday, March 17, 2023**.

A. Background

The objective of the Blue Tarp Roofing Program is to repair or rehabilitate individual housing, owned and occupied by very low-income and low-income families. Louisiana Housing Corporation will provide eligible homeowners with roof repairs or replacements of their existing roofs.

B. Purpose

This Request for Qualifications (“RFQ”) is being issued by the Louisiana Housing Corporation for the Blue Tarp Roofing Program and other similar programs that are or may be administered by LHC. Eligible roofing services, may be performed on any qualifying units in the following five (5) parishes: **Ascension, East Baton Rouge, Iberville, Livingston, and West Baton Rouge**. The purpose of this notice is to solicit qualifications from qualified individuals and companies with general contractors and/or contractors with a residential license for roofing installation/repair or replacement to develop a pool of prequalified contractors to support the program. LHC seeks to select up ten (10) to fifteen (15) qualified residential roofing contractors (“contractors” or “roofing contractors”) to participate in this pool; however, based on the number of qualified responses, this number may increase or decrease. Contractors will be assigned work based on availability, contractor service area, and staff expertise.

Companies or individuals with demonstrated experience in residential roofing installation/repair or replacement with an interest in making their services available to homeowners in the (5) five eligible parishes are invited to respond to this RFQ. “Respondents” or means the individuals or companies who submit qualifications in response to this RFQ. All respondents are required to be licensed with the State of Louisiana Board of Contractors in any of the aforementioned trades. **Failure to be licensed may cause the Corporation to reject the RFQ as non-responsive.**

The Corporation will enter professional service contracts with the select respondents to perform the services accordingly. Approximately 100-150 properties will be included in this scope of services across the five (5) Parishes. The budget for the program is roughly \$1.2 million. Program participants must meet basic ownership, occupancy, income, and inspection guidelines. Services will begin as soon as the pool is determined and will be provided through June 30, 2024 for the first phase of this program. If the program receives additional future funds or similar funds in which roofing contractors may be needed, the contracts arising from this RFQ may be amended to include additional programs/tasks.

C. RFQ Coordinator

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

Louisiana Housing Corporation
Disaster Recovery
ATTN: Raymond Rodriguez, Director
2415 Quail Drive, Baton Rouge, Louisiana 70808
Email for inquiries: Disasterrecovery@lhc.la.gov
Re: RFQ for Louisiana Housing Corporation Blue Tarp Program

This RFQ is available in electronic form at www.lhc.la.gov. The RFQ is also available in printed form by submitting a written request to the RFQ Coordinator.

Nothing in this RFQ shall be construed to create any legal obligation on the part of The Corporation or any respondents. Corporation reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQ in whole or in part, at any stage. In no event shall Corporation be liable to respondents for any cost or damages incurred in connection with the RFQ process, including but not limited to, any and all costs of preparing a response to this RFQ or any other costs incurred in reliance on this RFQ. No respondent shall be entitled to repayment from Corporation for any costs, expenses or fees related to this RFQ. All supporting documentation submitted in response to this RFQ will become the property of the Corporation. Respondents may also withdraw their interest in the RFQ, in writing.

D. Process

The RFQ process commences with the issuance of the RFQ. The steps involved in the process and the anticipated completion dates are set forth in the schedule below. The Corporation has structured a procurement process that seeks to obtain the desired results mentioned above and to ensure that each respondent is provided an equal opportunity to submit their qualifications in response to this RFQ. Proposals will be reviewed and evaluated by an evaluation team that will determine whether each respondent’s qualifications are suitable to achieve the Corporation’s objective as set forth in this RFQ. Before being scored, each submission will be reviewed to determine if the respondent has met the minimum criteria described in this RFQ.

E. Important Dates and Deadlines

RFQ posted to LHC website	Friday, March 3, 2023
Deadline for submitting written inquiries Email for inquiries: Disasterrecovery@lhc.la.gov	Tuesday, March 7, 2023, by 4:00PM CT
Deadline for LHC to respond to written inquiries from Respondents	Thursday, March 9, 2023 by 4:00PM CT
Deadline for submitting qualifications	Friday, March 17, 2023, by 4:00PM CT
Notice of Intent to Award	On or before Monday, April 3, 2023
Contract Start Date	On or before Monday, April 3, 2023

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

F. Respondent Inquiries

The Corporation will consider written inquiries from Respondents regarding RFQ requirements or Scope of Services. Inquiries will only be considered if they are submitted in writing to the RFQ Coordinator by the deadline for submission of written inquiries set forth in Section I (D), above. Inquiries should be emailed to Disasterrecovery@lhc.la.gov. All inquiries shall clearly reference only the section(s) of the Proposal where the Respondent needs additional information.

G. Blackout Period

The blackout period is a specified period during a competitive procurement process in which any Respondent, 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 Corporation. All communications to and from potential respondents, bidders, vendors, and/or their representatives during the blackout period must be in accordance with this RFQ’s defined method of communication with the designated RFQ Coordinator. The blackout period will begin upon posting of the RFQ. The blackout period will end when “Notices of Acceptance” are mailed to the Respondents. However, in instances, in which a prospective Respondent is also an incumbent contractor, the Corporation and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the Corporation and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement. **Any violation of the foregoing will be considered basis for disqualification and any**

Respondent found to be in violation may be liable to the Corporation for damages and/or subject to any other remedy allowed by law.

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

1. Duly noticed site visits and/or conferences or meetings for Respondents.
2. Written and/or oral discussion during the evaluation process.
3. Communications regarding the RFQ between any person and Corporation staff 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 RFQ.

H. Changes to the RFQ

The Corporation reserves the right to edit, revise, amend, extend or terminate this RFQ. Furthermore, if the Corporation determines that it is necessary to revise any part of this RFQ, the addendum, supplement, or amendment to this RFQ will be posted at <http://www.lhc.la.gov>. It is the responsibility of the Respondent to check the website for any such addendums, supplements, or amendments made to the RFQ.

II. SUBMISSION REQUIREMENTS

A. Submission Deadline and Method of Delivery

Qualifications must be sent electronically to Disasterrecovery@lhc.la.gov no later than **4:00PM CT on Friday, March 17, 2023.**

Each Respondent is solely responsible for ensuring that email is delivered by the 4:00 PM. Failure to meet the proposal submission deadline shall result in rejection of the proposal and disqualification from consideration.

B. Required Signatures

Each Respondent must sign their Qualifications, or a representative of the entity duly authorized to sign qualifications 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 qualifications 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 Corporation.
4. Owner of a sole proprietorship entity.

C. Proposal Material Ownership

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

D. Changes to Qualifications

If prior to the deadline for submitting proposal a Respondent 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 Respondent. Changes and/or addenda to Proposals shall meet all requirements for Proposals.

E. Withdrawal of Qualifications

A Respondent may withdraw qualifications that have been submitted at any time up to the date and time the qualifications are due. To accomplish this, a written request to withdraw the proposal must be signed by the authorized representative of the Respondent and submitted to the RFQ Coordinator.

F. Errors and Omissions in Qualifications

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

G. Qualifications Rejection/RFQ Cancellation

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

H. Cost of Proposal Preparation

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

I. References

The LHC reserves the right to verify all information provided by a Respondent via direct contact with the Respondent's clients and prior project personnel and Respondents must agree to provide necessary authorizations for the LHC to verify any of the Respondent's previous work. In addition, each Respondent will be required to submit a detailed résumé for all key personnel. Any misstatements of experience and scope of prior projects shall be grounds for disqualification of the Respondent from further consideration.

J. Other Rights Reserved by LHC

LHC reserves the right to waive as informalities any irregularities in submittals and/or to reject any or all qualifications. LHC reserves the right to reject and not consider any submission that does not, in the opinion of the LHC, meet the requirements of this RFQ, including but not necessarily limited to incomplete submissions offering alternate (not including "or equal" items) or non-requested items or services.

III. SCOPE OF SERVICES

The services available under the Blue Tarp Roofing Program will include: Roofing repairs, installation, replacement, and all cost and expenses associated therewith. It is expected that LHC may use any roofing contractors procured under this RFQ for other existing or future programs.

Once a pool of qualified roofing contractors is developed, LHC will assign each roofing contractor a list of properties to inspect and create a scope of work (with cost estimate) to be performed. Each roofing contractor will submit the scope of work/cost estimate to LHC program staff via email to determine if LHC agrees to proceed. LHC may ask the roofing contractor to revise his cost estimate if found not cost-reasonable. Projects with much higher than average

costs may be denied for exceeding the per/home program limits. Once LHC reviews the scope of work/cost estimate and finds it reasonable and other program requirements met, LHC staff will give approval to the roofing contractor to proceed with repairing or replacing the roof. From time to time, during the performance of work, the contractor may identify additional items that need addressing in order to properly complete roofing system repairs and/or replacement. These items will be evaluated by LHC on a case-by-case basis by the assigned project Construction Manager.

Preparation of Work Write-Up

The contractor will prepare a detailed work write-up addressing roofing repair or replacement. The contractor will deliver to the LHC Blue Tarp Roofing Program staff and the applicant, a copy of the completed work write-up, including cost estimates, notes, and dates of inspection, persons interviewed, persons in attendance at walk-through, and any special circumstances.

The project or the property may not be suitable for the Blue Tarp Roofing Program due to issues like; unsafe working conditions, excessive code violations, high repair estimates, environmental review concerns, title/mortgage concerns, illegal use of the property, or if the owner no longer wants to participate. If the project or property is deemed unsuitable, an LHC Denial Letter will be mailed to the applicant.

Roofing Repair and Replacement Services

Contractors will be responsible for residential roofing replacement and/or repair, inclusive of Lifetime architectural shingles, synthetic roof felt, roof jacks, drip edge, and roof ventilation. If the house has metal panels installed and require replacement, 26 gauge Galvalume Lo-profile or R-panel roofing should be used with all necessary trim components. Contractors and subcontractors will be required to supply a one (1) year warranty for all work completed and materials provided. All materials must be new and of the best quality (or as specified), and the labor shall be performed by qualified workers in accordance with usual and customary standards and practices of the trade, unless otherwise specified in the scope of work.

The services to be performed by the selected roofing contractors will be subject to the supervision of the Corporation's Program Administrator or Manager, or designee. Upon completion of the roof repair/replacement, LHC construction monitoring staff will provide an inspection and will either approve the work or require additional work if the work completed is unsatisfactory. Full payment will not be rendered if the work provided does not pass LHC's inspection as "satisfactory."

IV. EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Qualification, LHC evaluation team will take into consideration the experience, capacity, and financial stability. The following Evaluation Criteria will be considered in reviewing submittals:

A. Experience and Capacity (up to 40 pts)

In evaluating responses to this Request for Proposal, LHC will take into consideration the experience, capacity, and costs that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

The point system is to evaluate the experience and capacity of the Respondent.

1. Respondent submissions will be evaluated based on Experience in providing similar roofing services and is expected to provide at least three references for similar work performed within the past twelve months.
2. Summary of Qualifications form should be completed.
3. Respondent's submissions will be evaluated based on their providing a listing of their relevant licenses and copies of each license listed.

4. Capacity to complete the maintenance of multiple structures/parcels within a limited time. Please provide the number of properties your company has repaired in the past year.
5. Respondent must also provide licenses/insurance for any subcontractors the firm intends to use.
6. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter.(if available)

B. Work Plan and Procedures (up to 40 pts)

Please provide the following information:

1. A brief description of how you would plan to conduct inspections, report the scopes/cost estimates to LHC, and how quickly after approval you could repair or replace each roof job.
2. Please note if you have other upcoming projects that may make you unavailable to perform work under this program in the upcoming year.
3. Please note if you prefer to work in all five of the parishes in the program or if you would prefer to work in one or two of the parishes and not the others.
4. Statement detailing firm's safety practices and standards (hydration, breaks, tie-offs on roof, etc.).
5. Statement detailing firm's waste disposal practices.
6. Please note your proposed practices regarding the following:
 - Community hiring
 - Engaging community stakeholders and building effective community partnerships and collaborations
 - Utilizing local suppliers and retailers
 - Sustainability/Green practices
 - Effective schedule and budget management throughout the maintenance process

C. Cost Proposal (up to 20 pts)

Pricing Proposal, this should include the hourly and/or unit rates for different categories of work (roofing repair and roofing replacement for shingled roof or metal roof per square foot) including the costs of all roofing materials. Travel costs will not be paid separately and should be included in your hourly or unit rate submitted.

D. Threshold Requirements

These documents must be submitted and acceptable before the Corporation evaluation team will review the Experience and Capacity proposal:

1. Appropriate Business License(s): Under Louisiana Contractors Licensing Laws and Rules and Regulations adopted by the State Licensing Board for Contractors, a residential specialty license in roofing is required. All interested contractors not licensed by the State of Louisiana will be held to this standard requirement.
2. Evidence of Insurance: Respondents should provide adequate proof of insurance as required below in Section G. Insurance Requirements.
3. System for Awards Management Registration: The General Services Administration (GSA), a federal agency, is required by the Federal Acquisition Regulation (FAR) to compile and maintain a list of parties debarred, suspended, or disqualified by federal agencies. Contractors who are recipients of federal funds must be registered at <https://www.sam.gov/SAM/pages/public/index.jsf> prior to disbursement of any federal funding. The firm, president, and owner of the firm will be verified as not debarred, suspended and/or disqualified prior to disbursement of any federal funding.

4. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the LHC evaluation team. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

E. Selection Process

The Corporation's evaluation team will review qualifications in accordance with the evaluation criteria set forth herein and Blue Tarp Roofing program objectives and policies. Interested contractors who respond timely and comply with the mandatory requirements of the RFQ will be evaluated in accordance with the terms of the RFQ and added to the Qualified Roofing Contractor List for subsequent project bids as needed. Any contract resulting from this RFQ will not necessarily be awarded to the vendor with the lowest price. Instead, contract shall be awarded to vendors whose qualifications received the most points in accordance with criteria set forth in RFQ.

F. Term of Contract

The initial term of the contract shall be for one year from the effective date of the contract and may be extended for additional one (1) year terms for a maximum contract term not to exceed five (5) years. All proposals should reflect services in anticipation of a maximum contract term.

G. 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 Respondent'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 \$300,000. 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. 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.

6. 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.

H. 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.

I. 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: USDA Housing Preservation Grant

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.

J. 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.

K. 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.

L. 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.

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 Contract, 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.

V. PROPOSAL RESPONSE FORM

A. Cover Letter

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

B. Executive Summary

This section serves to introduce the scope of the RFQ. It shall include administrative information including Respondent's contact name and phone number and the stipulation that the proposal is valid for a period at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Respondent'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 Respondent cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Respondent 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. Experience and Capacity

The Respondents should give a brief description of its company including brief history and number of years in business. This section should provide a detailed discussion of the Respondent's prior experience in working on projects in similar size, scope, and function to the proposed contract. Respondents should describe their experience with corporate and governmental entities of comparable size with at least three (3) references from previous clients, including names and telephone numbers. The Corporation is seeking to encourage participation by respondents who are MBE/WBE (Minority Business Enterprise/ Women Business Enterprise) and has a goal for minimum MBE/WBE participation of at least 10% MBE and 10% WBE participation.

D. Work Plan and Procedure

Respondents should detail all of the requirements for this section listed in Section IV Evaluation Criteria and Scoring. This section should tell the work plan that the Respondent would use to most effectively and efficiently perform the actions covered under the RFP.

E. Cost Proposal

Respondents should provide its prices for the services listed in Section IV Evaluation Criteria and Scoring in this RFP, taking into account that the materials and travel would need to be considered in the price. These costs are not separate line items paid in addition to the roofing repair/replacement rates.

F. Certification Statement

The Respondent must sign the proposal and submit Attachment A – Certification Statement

VI. OTHER MISCELLANEOUS PROVISIONS

A. Payment

Following completion of the project, the Corporation's program staff will process the contractor's invoices by submitting a request to the Corporation's Construction and Compliance team for field inspection report to verify the repairs and ensure compliance with the applicable regulatory requirements accordingly. All payment requisitions are subject to the Corporation's 10% retention policy prior to the project final inspection and/or punch list approval by the Corporation Construction and Compliance team. The Corporation's Program staff shall ensure that applicable clear lien certificate is submitted by the Contractor and also contact the homeowner to determine if any preliminary notices have been received or if there are any final concerns with the repairs performed. If not, then the final 10% retention payment shall be processed and paid accordingly.

B. Termination

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.

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.

C. 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.

D. 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.

E. 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.

F. Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFQ 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 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.

G. Entire Agreement/Order of Precedence

This contract, together with the RFQ and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFQ, 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 RFQ and the Contractor's proposal) shall take precedence, followed by the provisions of the RFQ, and then by the terms of the Contractor's proposal.

H. 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.

I. 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.

J. 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 19th Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

K. Code of Ethics

Respondents 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.

L. Corporate Requirements

The Corporation will not contract with an entity not properly authorized to do business in the State of Louisiana. If the Respondent is a corporation not incorporated under the laws of the State of Louisiana, the Respondent 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 the Corporation. If the Respondent 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.

M. 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

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

OFFICIAL CONTACT. The Louisiana Housing Corporation requests that the Respondent designate one person to receive all documents and the method by which the documents are best delivered. The Respondent 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: _____

Respondent 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, Respondent shall certify that:

1. The information contained in the Proposal in response to this RFQ is accurate.
2. Respondent shall comply with each of the mandatory requirements listed in the RFQ and will meet or exceed the functional and technical requirements specified therein.
3. Respondent shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQ.
4. Respondent’s proposal shall be valid for at least ninety (90) calendar days from the date of the signature below.
5. Respondent understands that if selected as the successful Respondent, he/she will have five (5) days from the date of delivery of final contract to execute the final contract document.
6. Respondents 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 Respondent/Authorized Representative: _____

Typed or Printed Name and Title: _____

Company Name: _____

Date: _____

ATTACHMENT B: SUMMARY OF QUALIFICATIONS FORM

Registered Firm Name							
Doing Business As (If Applicable)							
Primary Firm Address							
	City		State		Zip Code		
Owner(s)/President/CEO							
Federal Tax ID or Employer ID							
DUNS Number							
Number of Years of Experience							
Number of Roofs Repaired in the Last 5 Years							
Year 1	Year 2	Year 3	Year 4	Year 5	Total		
Can the firm handle multiple projects simultaneously		Yes	<input type="text"/>	No	<input type="text"/>		
How many jobs can the firm handle simultaneously			<input type="text"/>	1			
			<input type="text"/>	2-5			
			<input type="text"/>	6-10			
			<input type="text"/>	11-15			
			<input type="text"/>	15 or more			
Forecast Firm's Availability for the Following Months (number of days available)				Number of projects that can be completed each month			
July (29 - 31)				July	August	September	
August							
September							