



Louisiana Housing
Corporation

REQUEST FOR PROPOSALS (RFP)

for

**Administration of the Weatherization Assistance Program
(WAP) for Allen, Beauregard, Cameron, Calcasieu, and
Vernon Parishes**

DATE ISSUED:

WEDNESDAY, OCTOBER 16, 2019

DEADLINE TO SUBMIT RESPONSES:

WEDNESDAY, NOVEMBER 6, 2019 @ 4:00PM CST

11637 Industriplex Blvd. Baton Rouge, Louisiana 70809
(225) 763-8700 * (888) 454-2001 * (225) 763-8710 (FAX)
www.lhc.la.gov



I. General and Administrative Information

A. Background and Purpose

The Louisiana Housing Corporation (referred to as both “LHC” and the “Corporation”), seeks responses to the RFP for the purpose of selecting a qualified and experienced primary service provider/contractor for the administration of the Weatherization Assistance Program (WAP) for the Allen, Beauregard, Cameron, Calcasieu, and Vernon parishes.

Only Community Action Agencies (CAA), public or nonprofit entities may respond to this RFP.

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 the U.S. Department of Health and Human Services (DHHS). The LHC serves as the Grantee for the Louisiana WAP, which sub-contracts with a network of local CAAs and governmental entities to provide services in Louisiana’s 64 parishes, based on availability of funding.

WAP is utilized to increase the energy efficiency of dwellings owned and/or occupied by low-income persons, reduce total residential expenditures, and improve health and safety.

The LHC was created to consolidate funding sources and programs for affordable housing throughout the state and to provide for a coordinated approach to overall state housing policy. Prior to the establishment of LHC in 2012, federal and state housing dollars flowed through many different state agencies, including the Louisiana Housing Finance Agency (LHC’s predecessor), the Office of Community Development, the Department of Health and Human Services, the Department of Children and Family Services, and the Louisiana Housing Authority. Collectively, these agencies managed programs from homelessness prevention to single family homeownership and Multifamily developments for the low to moderate income families. To service the state’s housing needs, LHC works with a variety of external entities, including lenders, developers, property managers and non-profit organizations. Many of our housing programs are federally funded, which requires a working relationship with government agencies such as the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Energy (DOE), and the Department of Health and Human Services (DHHS).



B. RFP Coordinator

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

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

ATTN: Lauren Hartley Holmes, Program Administrator

Louisiana Housing Corporation

11637 Industriplex Blvd.

Baton Rouge, Louisiana 70809

lhartley@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 outlined below. The LHC has structured a procurement process that seeks to obtain the desired results described above to assure that each Proposer is provided an equal opportunity to submit a proposal in response to this RFP. Proposals will be evaluated in accordance with the criteria set forth in Section V of this RFP, which will be applied in the same manner to each proposal received.

Proposals will be reviewed and evaluated by a committee composed of representatives of the Louisiana Housing Corporation, and others, as may be deemed appropriate by the Corporation ("Review Committee"). The Proposals will be reviewed to determine if the Proposer has met the minimum criteria described in this RFP. Based upon the totality of the information contained in the proposal, including information about the reputation and experience of each Proposer, the Review Committee will determine which Proposers are qualified (professionally, administratively, and financially).

D. Important Dates and Deadlines

RFP published and posted to LHC website	Wednesday, October 16, 2019
Deadline for submitting written inquiries	Monday, October 28, 2019
Deadline for LHC to respond to written inquiries from Proposers	Friday, November 1, 2019
Deadline for submitting proposals	Wednesday, November 6, 2019
Formal announcement of selected Proposer(s)	TBD
Public Hearing for Selection of Subgrantee	TBD
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 and all questions directed to the RFP Coordinator will be deemed to require an official response.

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. Contact Prohibitions

It is the express policy of the Corporation that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication regarding the selection process with staff of the LHC or member(s) of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification. The LHC will produce public records in accordance with LA R.S. Title 44.

G. Changes to the RFP

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

H. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
2. **Corporation** – Louisiana Housing Corporation.
3. **DHHS** – The U.S. Department of Health and Human Services.
4. **DOE** – The U.S. Department of Energy.



5. **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.
6. **LIHEAP** – Low Income Home Energy Assistance Program.
7. **Proposal** – A response to a Request for Proposals
8. **Proposer** – A firm or individual who responds to a Request for Proposals.
9. **QCI** – Quality Control Inspector
10. **RFP** – A Request for Proposals.
11. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.
12. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
13. **State** – The State of Louisiana.
14. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
15. **WAP** – Weatherization Assistance Program.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I (B), **by no later than 4:00 p.m. CST on Wednesday, November 6, 2019.** 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 Blvd.

Baton Rouge, LA 70809

Attn: Lauren Hartley Holmes

**Re: RFP for Administration of the WAP for Allen, Beauregard, Cameron,
Calcasieu, and Vernon Parishes**

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

**Proposal Name: RFP for Administration of the WAP for Allen, Beauregard, Cameron,
Calcasieu, and Vernon Parishes**

Submission Deadline: Wednesday, November 6, 2019, 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. **Please be advised that proposals arriving after the 4:00 p.m. CST deadline, whether via personal delivery, U.S. mail, Federal Express, UPS, or other comparable method of delivery, will not be accepted for any reason.**

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(1) - Proprietary Information* for details). The electronic file shall be delivered in PDF format on a USB flash drive in the



same packet with the hard copies. 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 be registered entities and in good standing under the laws of the State of Louisiana and certified to conduct business in the State of Louisiana, pursuant to La. R.S. 12:301-302, by the Louisiana Secretary of State, prior to entering into a contract with LHC.

E. Validity

All proposals shall be considered valid for acceptance until such time as an award is made unless the Proposer provides for a different time period within its proposal. However, the Corporation 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

All material submitted regarding and in response to this RFP shall become the property of the LHC. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the LHC and shall not be returned to Proposers.

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 Corporation, in a sealed



envelope, clearly cross-referencing the relevant proposal section, and signed by an authorized representative of the Proposer. Changes and/or addenda to Proposals shall meet all requirements for Proposals.

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 Corporation 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 they are not 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



III. Scope of Services

A. Introduction

The mission of the LHC is to ensure that every Louisiana resident is granted an opportunity to obtain safe, affordable, and energy efficient housing. Considering that high energy costs can significantly influence the affordability of housing and often impacts the basic subsistence requirements of a household, LHC is committed to helping decrease the energy burden for low-income households.

The Corporation is seeking proposals to support the continued administration of the WAP for Allen, Beauregard, Cameron, Calcasieu, and Vernon Parishes.

B. Overview

The WAP is a federally funded program designed to reduce energy costs for low-income families, particularly for the elderly, people with disabilities, and children, while ensuring their health and safety.

The services under this program must comply with the requirements of the DOE, LHC WAP Guidance, 10 CFR Part 440 and 10 CFR Part 600, OMB Circular 2 CFR § 200, the Louisiana State Plan, any applicable Federal and State laws and regulations, and other policies and procedures as DOE or LHC may prescribe for the administration of financial assistance.

The LHC, as the State's sole grantee for all federal grant funding, performs the State's fiduciary responsibility and oversight as required by DOE and DHH

C. Tasks and Services

The Corporation expects that Proposers responding to this RFP will be knowledgeable and qualified in implementing and managing a weatherization program to assist eligible low-income persons/households in Allen, Beauregard, Cameron, Calcasieu, and Vernon Parishes, or in the specific tasks as described herein to support such a program.

The selected Proposer(s) shall assist the Corporation, as appropriate, with specific tasks necessary to coordinate and manage the day-to-day operations of the WAP for Allen, Beauregard, Cameron, Calcasieu, and Vernon Parishes and to ensure the success of the WAP, as described in the regulations.

An ideal proposal will demonstrate expertise and professional services in carrying out one or more of the tasks associated with the State's WAP, as described below:



General Requirements

The goals of this program are: 1) to reduce energy usage in single and multi-family residences, 2) lower energy consumption and energy bills for low-income residents in Allen, Beauregard, Cameron, Calcasieu, and Vernon Parishes through energy audits, energy efficiency measures, upgrades, weatherization, and education regarding energy conservation.

Program administration includes, but is not limited to:

- Providing LHC with a valid Duns and Bradstreet (“D&B”) Data Universal Numbering Systems (“DUNS”) number that identifies the Contractor within fifteen days of execution of an contract;
- Maintaining a current status in the System for Award Management (“SAM”), which is the primary registrant database for the U.S. Federal Government;
- Providing timelines, funds leveraged and total number of households that will be eligible for services;
- Providing the need for services in the community and any specific needs that have been identified in different demographic groups throughout the community;
- Providing outreach to identify residents meeting criteria for audits, weatherization, upgrades, and education and/or assist residents in accessing additional services through coordination with partners;
- Providing energy audits, using NEAT/MHEA, for selected site built and manufactured home residences;
- Providing smoke and carbon monoxide alarms and installation if they are not present;
- Providing energy use education, efficiency, and conservation for residents receiving energy efficiency measures and weatherization upgrades;
- Providing or coordinating with partners to provide outreach and acceptance of applications for weatherization;
- Entering pertinent information into the Hancock Energy Software (HES) system on a timely and consistent basis;
- Completing and submitting all required monthly and annual reports in a timely manner;
- Ensuring every unit reported on the monthly report as a “completed unit” has received a final inspection conducted by a Quality Control Inspector (QCI) and that all work meets the minimum specifications outlined in the Standard Work Specification (SWS), in accordance with 10 CFR 440 and all components of the Louisiana State Plan; and
- Conducting oversight of subcontractors and maintaining records and support documentation.
- Maintaining certified and technically trained personnel or subcontractors to perform weatherization services
- Addressing client complaints in a timely manner.



IV. 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 providing administration of a weatherization or housing renovation program(s).

Qualifications and References

The Proposer must describe the firm’s qualifications and experiences that demonstrate its capability to perform the requirements of the administration of weatherization tasks as listed under the above “Scope of Services”, as well as evidence of fiscal/technical/programmatic monitoring of a weatherization program; training and technical assistance for the requirements of the DOE WAP; and assisting low income households.

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 regards to a weatherization or housing renovation program(s).

Preference will be given to entities that can demonstrate evidence of administering an effective weatherization program.

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 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.

Include copies of Certifications for BPI Inspector, EPA Lead Renovation, Repair and Painting (RRP Certification), Energy Auditor, Quality Control Inspector, and, any other related credentials.

C. Work Management and Training Plan

This section must summarize the firm's plan and approach to providing the services, including how the program would be organized, managed, and implemented; process to deliver weatherization services to clients timely including advertising, program outreach, and client intake; scheduling of final inspections and quality control; and invoice tracking.

The Proposer must indicate how the quality and availability of personnel assigned to this work would be maintained over the term of the contract including how these individuals will continued to be trained to perform work in accordance with DOE and Louisiana's regulations.

D. Associated Costs

Provide a cost analysis and explanation of key points such as travel time and savings to the program based on your agency's location to the service areas.

The Proposer shall be responsible for all 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 FY2019 travel rates or Louisiana State rates.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

V. 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 Parishes of Allen, Beauregard, Cameron, Calcasieu and Vernon in the manner described in this RFP.

B. Preliminary Review

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

C. Evaluation/Qualification Criteria

Proposals will be evaluated by the Review Committee 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 Review Committee will use the following criteria to evaluate all acceptable proposals and to develop recommendations to be presented to the LHC Board of Directors.

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

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

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 (100) points**, or possibly, up to one hundred and twenty (120) points if oral presentations necessary, will be utilized to evaluate the qualifications of each Proposer.

	Evaluation Criteria	Maximum points	
1	Compliance with requirements of this RFP	5	
2	Years of Experience	10	
3	Qualifications and References	25	
4	Organization of Firm/Department and Professional Staff	30	
5	Work Management and Training Plan	30	
	Total	100	
6	Oral Presentation <i>[If needed subject to paragraphs (E) and (F) below]</i>	20	
	Grand Total	120	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



D. Evaluation Process

All proposals will be reviewed to determine if they have met the requirements of this RFP. Those that meet the requirements will be deemed “responsive” and will be evaluated by the review committee. Those responses that do not meet the requirements of the RFP will be deemed “non-responsive” and will be rejected.

The Corporation reserves the right to consider a proposal as “non-responsive” should it believe that the Proposer will be unable to perform the services requested at the level required or within the program’s budgetary and/or time restrictions. The Corporation also reserves the right to negotiate with Proposers to this RFP, if necessary, to refine or expand the statement of work, fee arrangements, or any other aspect of the services to be provided.

LHC reserves the right to select more than one Proposer, to select Proposer(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any Proposer(s) to a time of the Corporation’s choosing.

The LHC reserves the right to penalize Proposers who have performed unsatisfactorily under other LHC contracts.

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

E. Oral Presentations

If the Review Committee extends invitations for oral presentations, the Proposers selected for final evaluation will be expected to accept the invitation and make oral presentations to the Committee. Proposers 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

If oral presentations are conducted, those 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.



G. Final Selection

Upon approval, a formal announcement of the selected firm will be made, and all Proposers will be notified. Per DOE requirements, any selection of a new Subgrantee is subject to a Public Hearing. Upon formal announcement, the Corporation will release a 10-day notice of a Public Hearing to address any concerns or questions regarding the selected Proposer(s).

Upon completion of a successful Public Hearing, the Corporation reserves the right to issue multiple contracts. The Corporation will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). The successful firm will be expected to sign the contract, which will contain substantially similar terms and requirements as those set forth in Section VI. Firms should thoroughly review Section VI prior to submission of proposal response.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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 V and following a successful Public Hearing. The formal announcement of the selected consultant will occur on or about the date indicated in the Important Dates and Deadlines, Section I (D). 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 ten (10) business 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. Federal Funding Allocation

The total allocation for administration and operations of the WAP is based solely on the appropriation of funds awarded to WAP.

C. Term of Contract

The initial term of contract shall be from the date of the contract execution to **June 30, 2020**. Any extension will be at the discretion of the Corporation. All proposals should reflect services in anticipation of a maximum contract term.



D. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below. 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 Contractor, 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. Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Contractor must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. Contractor 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 annual 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: Contractor shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor 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 Contractor will submit a monthly cost report using the Hancock Energy Software (HES) system. Such itemized invoices must be submitted in accordance with Notice WAP–2019-01.

Under normal circumstances, the LHC should remit payment to the Contractor within thirty (30) days of approval of invoices. The LHC makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made.

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/contractor 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

i) APPROVALS

The selected proposer/contractor 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.

ii) CONTENT

The selected proposer/contractor 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

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.

I. Warranties and Representations

The Contractor 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 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.



K. Indemnification

The Contractor 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 Contractor in connection with this Contract. The Contractor shall immediately notify the Corporation of any such claim made or action filed or threatened against the Contractor, 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 Contractor 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 Contractor 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 Contractor shall comply with federal and/or state laws authorizing an audit of the Contractor'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 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, 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 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, political affiliation or disabilities. Any act of discrimination committed by the Contractor, or



failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

O. Contingent Fee Prohibition

The Contractor 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 Contractor 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]