REQUEST FOR PROPOSAL

ROOF CONSULTING SERVICES
STATEWIDE, LOUISIANA

PROJECT NUMBER: 01-107-15-04, PART 10

PROPOSAL DUE DATE: MAY 8, 2017

APRIL 5, 2017

State of Louisiana
Office of Facility Planning & Control
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REQUEST FOR PROPOSAL
FOR
ROOF CONSULTING SERVICES, STATEWIDE, LOUISIANA

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The State of Louisiana, Division of Administration, Facility Planning and Control (FPC), hereby solicits proposals from qualified proposers to provide Roof Consulting Services. It is anticipated that awards may be made to multiple proposers. The proposers may be an individual or a company, but the evaluation will be applied to the person who will be the roof consultant in the field. Proposers seeking to submit multiple proposals, each must submit a separate proposal, and each will be evaluated independently.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing Roof Consulting Services.

1.1.2 Goals and Objectives

The Office of Facility Planning and Control (FPC) desires, in summary, to secure a roofing consultant to help determine the useful life of existing statewide roofs, to review new, preservation, and roof replacements made by roofing contractors, to prepare scope of work statements for preservation and roof replacements, to review work orders in the FPC Facility Management program, and to review invoices for payment. The roofing consultant will report findings to the Roofing Program Manager at FPC. The Roofing Consultant will fill out a weekly time sheet to be submitted with his monthly invoice. The Roofing Consultant will maintain regular verbal and e-mail contact with the Roofing Program Manager. Reports and photographs will be submitted as required for the particular condition.

1.1.3 Commissioner’s Statements

Statements, acts or omissions made by or on behalf of the Commissioner of Administration regarding this RFP, and/or any Proposal of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited to, the Commissioner of Administration's authority in procurement matters.

1.2 Definitions

A. Shall and Will – The terms “shall” and “will” denote mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May and Can - The terms “may” and “can” denote an advisory or permissible action.

D. Should - The term “should” denotes a desirable action.
E. **Contractor** – Any person having a contract with a governmental body; the selected proposer. For clarity, the Roofing Consultant referenced in this proposal is the Contractor.

F. **Agency**- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G. **State**- The State of Louisiana

H. **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.

I. **DOA** - Division of Administration

J. **OSP** – Office of State Procurement

K. **Proposer** – A firm or individual who responds to this RFP

L. **RFP** – Request for Proposal

M. **FPC** – Facility Planning and Control

1.3 **Schedule of Events**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise RFP and mail public announcements</td>
<td>(April 5, 2017)</td>
</tr>
<tr>
<td>Deadline for receipt of Written inquiries</td>
<td>(April 19, 2017)</td>
</tr>
<tr>
<td>Issue responses to written inquiries</td>
<td>(May 2, 2017)</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>(May 8, 2017)</td>
</tr>
<tr>
<td>Announce award of contractor selection</td>
<td>(May 12, 2017)</td>
</tr>
<tr>
<td>Contract execution</td>
<td>(May 26, 2017)</td>
</tr>
</tbody>
</table>

**NOTE**: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible proposers.

1.4 **Blackout Period**

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

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

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposer’s disqualification. Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

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

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

This RFP is available in electronic form at the Office of State Purchasing’s LAPAC website http://www.doa.louisiana.gov/osp/lapac, or by submitting a written request to the RFP Coordinator/Blackout Period Contact.

1.5 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 PM Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers are hereby notified that the U.S. Postal Service does not make deliveries to our physical location. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

**Kevin Clark, FPC Manager-DCL**
**Roofing Program Manager; RFP Coordinator**
Facility Planning and Control
Physical Address: 1201 North 3rd Street, Room 7-160, Baton Rouge, LA 70802
Mailing Address: P. O. Box 94095, Baton Rouge, LA 70804-9095
Kevin.Clark@LA.GOV

For courier delivery, the street address is 1201 North 3rd Street, Room 7-160, and the telephone number is (225) 342-0820. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered.
at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.5.1 Proposer’s Cooperation

Any proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc., to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State’s right to audit or to withhold State owned documents.

1.5.2 Public Records Release

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44:1, et. seq.), selection memorandum along with list of criteria used along with the weight assigned each criteria, scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection are public record and shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

1.5.3 Mandatory and Desirable Qualification

Proposers must meet the following minimum qualifications:

Mandatory Qualifications: All proposers not meeting the following four minimum qualifications will not be evaluated. Personnel assigned to this project must meet all of the following qualifications:

- Have a minimum of ten (10) years of verifiable experience in the roofing field prior to deadline to submit proposals.
- As a minimum, have a High School Diploma or equivalent (desirable is a College Degree in a related field). Proposer should include a copy of the diploma in proposal.
- Have a minimum of five (5) years roof inspecting/consulting experience (general architecture, engineering, materials sales, manufacturer’s sales representative or contracting does not qualify as roof consulting experience) prior to deadline to submit proposals.
- Have a minimum of 40 continuing education credits in the subject of roofing or waterproofing prior to the deadline to submit proposals. Proposer should include copies of all certificates.

The personnel assigned to this project must meet all of the following physical requirements:

- Access roofs by way of various methods in order to conduct the services requested within the proposal.
- Climb a fixed ladder or a portable ladder furnished by the building site agency or by the Proposer.
- Access a man lift or similar type of mobile device furnished by others or by the Proposer.

Desirable Qualifications: It is highly desirable that proposers be active members in one or more of the following roofing associations:

A. Roof Consultants Institute (RCI)
B. National Roofing Contractors Association (NRCA)
C. Spray Polyurethane Foam Alliance (SPFA)
1.6 Proposal Format

Proposers should respond to this RFP with a combination Technical and Cost Proposal.

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

B. **Technical and Cost Proposal:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein.

C. **Table of Contents:** The proposal should be organized in the order contained herein.

D. **Executive Summary:** This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment II, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

E. **Background and Experience:** The Proposer shall furnish the full name of all personnel to be assigned to the project, pertinent e-mail addresses and phone numbers, Section 1.5.3 mandatory and desirable qualification information, and the below:

1. listings of education, copies of certifications of accreditations and education, and copies of diplomas,
2. training and technical experience,
3. the role and responsibilities of the assigned personnel for this scope of work,
4. past customer or company references with name, title, company name, address, and telephone number of the customer or company referenced.

The Proposer shall give clear evidence that all assigned personnel have the ability to meet or exceed the mandatory and desirable qualifications in Section 1.5.3.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) qualifications described in Section 1.5.3.

F. **Proposer's Eligibility:** A statement of the proposer's involvement in litigation and any suspension or debarment proceedings that could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such litigation, suspension, or debarment exists, Proposer shall so state.
G. **Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should provide the following information:

- The Proposer will provide (1.) procedures for roof assessments (including appropriate utilization of non-destructive roof moisture surveys using nuclear, infrared and capacitance methods with a probe as well as use of pull test, gravimetric analysis, and Rilem Test Tube) and (2.) procedures to perform test cut repairs (including built-up, modified bitumen, foam, single ply, and shingles).

- An explanation of how Proposer stays current with reference data such as industry standard manuals and publications.

- If the Proposer provides educational services related to the roofing industry, the Proposer shall furnish a summary of these events.

- Samples of work papers, such as activity logs, scope of work documents that include roof specification development, progress reports, and roof assessments with photographs.

- List of equipment Proposer will provide for contract work.

- A work plan showing tasks and durations for a typical roof inspection.

- The Proposer is encouraged to provide additional information regarding his/her approach and methodology to providing the requested services.

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

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) staff qualifications described in Section 1.5.3.

I. **Cost and Term of Proposal:** The Proposer shall provide the total cost for providing all services described in the RFP for a 2-Year contract with an “opt in” optional 3rd-Year “time” extension (i.e., no change in hourly rate with travel and reimbursable per 1.27). At the end of the 18th month of the 2-Year contract period, the Proposer has 60-Days to provide a written request to FPC to extend the contract for the 3rd-Year time extension.

The Proposer must include an itemized listing and costs to show how the total cost is derived.

The Proposer shall provide an hourly rate for up to 1,840 hours of **annual service** (3,680 for 2-Years; 5,520 for 3-Years) and must include an itemized listing and costs to show how the total cost is derived.
Proposer should anticipate 40,000 miles per year (80,000 miles for 2-Years; 120,000 miles for 3-Years) of vehicular travel on State business.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

J. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship businesses (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified.

Qualification requirements and online certification are available at http://smallbiz.louisianaeconomicdevelopment.com

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship.

Reserved points shall be added to the applicable proposer’s evaluation score as follows:

**Proposer Status and Reserved Points**

Proposer is a certified small entrepreneurship: Full amount of the reserved points.


K. **Certification Statement:** The Proposer must sign and submit the Certification Statement shown in Attachment I.

### 1.6.1 Number of Copies of Proposals

The State requests that four (4) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures in “blue” ink of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.
1.6.2 Electronic Redacted Copy of RFP

The Proposer should also provide one (1) electronic redacted copy of its Proposal on a flash drive or CD, if the Proposer is claiming its Proposal contains confidential or privileged information pursuant to Section 1.7 of this RFP.

1.6.3 Legibility/Clarity

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

1.7 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

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

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

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

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed. The Proposer should also submit one (1) electronic redacted copy of their proposal on a flash drive or CD. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.
If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers shall be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential,” the Proposer agrees to indemnify (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

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

1.8 Proposal Clarifications Prior to Submittal

1.8.1 Pre-proposal Conference

N/A

1.8.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Kevin Clark, FPC Manager-DCL  
Roofing Program Manager; RFP Coordinator  
Facility Planning and Control  
Physical Address: 1201 North 3rd Street, Room 7-160, Baton Rouge, LA 70802  
Mailing Address: P. O. Box 94095, Baton Rouge, LA 70804-9095  
Kevin.Clark@LA.GOV

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 PM CST on April 19, 2017. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by May 2, 2017 at http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm

Only the RFP Coordinator has the authority to officially respond to a proposer’s questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.
1.9 Errors and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.10 Changes, Addendums, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at [http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm](http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm). It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any.

1.11 Withdrawal of Proposal

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

1.12 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.13 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State’s best interest. Further, the State reserves the right to cancel or decline to enter into a Contract with the successful Proposer at any time after the award is made and before the Contract receives final approval from the Division of Administration, Office of State Procurement.

1.14 Ownership of Proposal

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

1.15 Cost of Offer Preparation

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

1.16 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is to be included on the proposal.
1.17 Determination of Responsibility

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

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

1.18 Use of Subcontractors

Subcontracting is not allowed.

1.19 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Any oral presentation, if deemed necessary, will not be scored and is for clarification only.

1.19.1 Best and Final Offer (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

1.20 Acceptance of Proposal Content

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

1.21 Evaluation and Selection

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

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

The State shall reserve the right to contract for all or a partial list of services offered in the proposal.

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

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

If the contract negotiation period exceeds (15) business days or if the selected Proposer fails to sign the final contract within (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.23 Notice of Intent to Award

The “Notice of Intent to Award” letter is the notification of the award. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

The State reserves the right to make multiple awards.

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

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

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

1.24 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.25 Insurance Requirements

A. Commercial General Liability Insurance ($250K)
   This coverage provides protection against bodily injury and property damage claims
arising from the operations of a contractor, supplier or tenant. Coverage applies to premises operations, use of independent contractors, products and completed operations, personal injury, and contractual liability. Major exclusions include liability arising out of the ownership, maintenance or use of watercraft, aircraft and automobiles. Other insurance policies normally cover these exposures.

B. **Business Automobile Liability Insurance ($250K)**

This coverage provides protection against liability claims arising out of the use of automobiles in the course of the Other Party’s operations. The symbol used in the policy defines the scope of coverage. Below are the descriptions of automobile designation symbols from the standard Business Automobile Liability policy. Generally, you should require Code #1, which is the single broadest code, or #2 (owned), #8 (hired) and #9 (non-owned).

1.26 **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, or partners and shall fully indemnify and hold harmless the State 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, or partners, 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 State.

1.27 **Payment**

Billing will be submitted monthly on the attached time sheet (see Attachment IV). All invoices shall include a log of activities performed on a daily basis.

Travel shall be reimbursed in accordance with PPM 49. Written proof of vehicular travel expenses shall be furnished and invoiced monthly.

Special equipment rental, when requested in writing by FPC, shall be reimbursed at cost.

1.28 **Termination**

1.28.1 **Termination of the Contract for Cause**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) 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 State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.
Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency’s failure and a reasonable opportunity for the State to cure the defect.

1.28.2 Termination of the Contract for Convenience

State 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.

1.28.3 Termination for Non-Appropriation of Funds

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

1.29 Assignment

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

1.30 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.31 Civil Rights Compliance

The Contractor shall agree to abide by the requirements of the following as applicable: Title VI and Title 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 shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.
1.32 Record Ownership

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

1.33 Entire Agreement/Order of Precedence

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State’s RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.34 Contract Changes

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.

1.35 Substitution of Personnel

The Contractor’s personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State’s or Contractor’s reasonable control, as the case may be, the State 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.

1.36 Governing Law

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

1.37 Claims or Controversies

Any claims or controversies arising out of the contract shall be resolved by the provisions of the Louisiana Procurement Code, La. R.S. 39:1672.2-1672.4
1.38 Code of Ethics

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

1.39 Corporate Requirements

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

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

1.40 Outsourced Key Controls

The State of Louisiana/State Agency will require the Contractor, when performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. Such audits shall be performed annually during the term of the contract. The Contractor shall implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit shall be borne by the Contractor.
PART II: SCOPE OF WORK/SERVICES

2.1 Overview

The Contractor shall assist Facility Planning and Control in managing State owned roofs. At FPC’s request, the work shall require that the Contractor visit any roof owned by the State. The Contractor may provide up to 1840 hours of service annually and may travel up to 40,000 miles annually. Travel time is included in the 1840 hours of service annually.

2.2 Period of Agreement

This contract shall tentatively begin on [May 26, 2017] and shall end on [May 25, 2019] with an option to extend the contract for a revised contract end date of [May 25, 2020]. State shall have the right to contract for up to a total of (3) years with the concurrence of the Contractor and all appropriate approvals.

2.3 Tasks and Services

The Contractor shall:

A. Perform statewide roof condition assessments.
B. Perform non-destructive roof moisture surveys using either the nuclear, infrared, or capacitance method.
C. Perform test cuts & repairs; water tests & leak investigations.
D. Inspect and report on state construction/roofing projects, statewide.
E. Conduct roof inspections and maintenance seminars for state user agency personnel.
F. Provide technical assistance to designers, contractors, and Facility Planning and Control.
G. Obtain, as applicable, and prior to working any FPC-assigned project, and/or maintain active membership in at least one major roofing related trade organization such as RCI, NRCA, or SPFA.
H. Continue technical roofing education by:
   • Attaining a minimum of three (3) continuing education units (CEU’s) during each year of the contract in specific roofing/waterproofing subjects. Submit copies of CEU certificates yearly prior to contract expiration.
I. Be familiar with current reference data including: NRCA and SMACNA manuals, IBC, FM, UL, and ASCE publications pertaining to roofing.
J. Record in an abbreviated format, a log of each activity performed for FPC on a daily basis and submit with each invoice as a minimum and more often as the work requires.
K. Review and approve work orders in the Facilities Management (FM) program on the FPC website. Verify that the work is satisfactory in the field.
L. Review and approve invoices on paper, in the FM program, and in the field. Take photographs as required to document roof conditions.
M. Attend pre-bid, pre-construction, and pre-roofing conferences.
N. Attend monthly construction meetings related to roofing.
O. Review and make recommendations for revisions to the approved manufacturer’s lists, including product technical review and visiting reference projects within the southeastern portion of the country. Maintain relations with the roofing manufacturers, including technical manufacturing plant inspections, formal and informal meetings at industry functions. Perform periodic review and recommendations of FPC established warranties and the possible creation of new related documents or requirements.

P. Provide services on weekends as required by FPC.

2.4 Deliverables

The Contractor shall:

Record in an abbreviated format, a log of each activity performed for FPC on a daily basis and submit with each invoice as a minimum and more often as the work requires.

Prepare scope of work documents of small invited bidder projects.

2.5 Scope of Work Elements

2.5.1 Functional Requirements

The Contractor shall report to the Roofing Program Manager in the FPC roofing section and will attend monthly meetings at FPC in Baton Rouge to discuss work in the district, projects, details, and other roofing issues.

There may be circumstances when the Contractor may be outside of a reasonable distance of travel or unable to physically attend a scheduled monthly meeting in Baton Rouge. The Contractor shall obtain prior approval from the Roofing Program Manager to participate by telephone conference during the meeting proceedings.

The Contractor shall maintain a regular verbal and e-mail contact with the Roofing Program Manager.

The Contractor shall visit roofs to observe and report on work in progress and final reports.

2.5.2 Technical Requirements

The Contractor shall have the:

A. Ability to run moisture survey with infrared, nuclear, capacitance methods or with a probe.

B. Ability to make patches in most roofing systems including built-up, modified bitumen, foam, single ply, or shingles.

C. FPC will provide the capacitance meter (Tramex Dec Scanner), infrared camera, and moisture probe. This equipment shall be shared among the roofing consultants. Each roofing consultant will supply his own cell phone, camera, ladder, small tools, computer, and other equipment.

2.5.3 Project Requirements

The State agency that manages and controls the staffing and organizational structure of the Roofing Asset Management Program (RAMP) is the State of Louisiana, Division of Administration, Facility Planning and Control. The Roofing Consultant Contract will be executed by Facility Planning and Control and the Roofing Consultant. All correspondence by the Roofing Consultant will be directed to Facility Planning and Control.
PART III: EVALUATION

3.1 Evaluation Team

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

3.2 Administrative and Mandatory Screening

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

3.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

3.4 Proposal Evaluation

The proposal will be evaluated in accordance with the following criteria:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>POINTS</th>
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<tbody>
<tr>
<td>(1) Experience and Capabilities (beyond minimum qualifications in Section 3.1)/ Approach and Methodology</td>
<td>28</td>
</tr>
<tr>
<td>Evaluators will review: roof observations/consulting experience of the person to be assigned to this project; verifiable experience in roof management plans, roof surveys and inspections, roofing project program development, and roofing specifications development; verifiable roofing project interim and final inspections performed; moisture surveys performed and the type of equipment used; testing experience, such as pull test, gravimetric analysis, Rilem Tube Test, etc.; verifiable work experience over and above the minimum requirements of ten (10) years of experience in the roofing field and five (5) years roofing inspecting/consulting experience; Proposer's approach and methodologies to accomplishing the tasks.</td>
<td></td>
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<tr>
<td>(2) Certification:</td>
<td>12</td>
</tr>
<tr>
<td>The points listed for this category will be awarded if the person to be assigned to this project has earned any or all of the following (4 points each):</td>
<td></td>
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<tr>
<td>A. Registered Roof Consultant, as awarded by the Roof Consultant's Institute</td>
<td></td>
</tr>
<tr>
<td>B. Registered Roof Observer, as awarded by the Roof Consultant's Institute</td>
<td></td>
</tr>
<tr>
<td>C. SPF Alliance independent Inspector, as awarded by the Spray Polyurethane Foam Alliance</td>
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(3) Roofing Related Education:  
Points are to be awarded in this category for continuing education units (specifically related to roofing, or waterproofing) earned by the person assigned to this project. One point will be awarded, up to a maximum of 15 points, for each set of 3 continuing education units (CEU) earned over and above the minimum initial requirement of 40 CEU's.

(4) Cost:  
The Proposer with the lowest total cost shall receive 30 points. Other proposers shall receive points based upon the following formula: (lowest total cost / total cost to be graded) x 30

(5) Equipment proposed to be provided daily beyond the minimum specified in Attachment 1  

(6) State of Louisiana Veteran and Hudson Initiative participation  

| Maximum Points | 100 |

3.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship(s).

Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

Proposer Status and Reserved Points
- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship(s) to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)
PART IV: PERFORMANCE STANDARDS

Within 30 days from the date of one of the following events, performed by the Roofing Consultant, written and photographic reports should be sent to FPC after the Roofing Consultant:

a) Performs non-destructive roof moisture surveys using either the nuclear, infrared, or capacitance method.

b) Performs test cuts & repairs; water tests & leak investigations.

c) Inspects state construction/roofing projects, statewide.

4.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship participation and the dollar amount.
5.1 ATTACHMENT I: CERTIFICATION STATEMENT

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

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

Date __________________________ Official Contact Name: ______________________________________

A. E-mail Address: ________________________________________________________________

B. Facsimile Number with area code: ____________________

C. US Mail Address: ______________________________________________________________

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposer’s signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)

Authorized Signature: ________________________________________________________________

Typed or Printed Name: ______________________________________________________________

Title: ____________________________________________________________________________

Company Name: _________________________________________________________________

Address: __________________________________________________________________________

City: __________________________ State: ________________ Zip: _______________

_________________________________________________________ DATE

_________________________________________________________ SIGNATURE of Proposer's Authorized Representative
STATE OF LOUISIANA
PARISH OF «ParishofProject»

CONTRACT FOR CONSULTING SERVICES

BE IT KNOWN, that on this ______ day of __________, 2017, the State of Louisiana Division of Administration and «Contractor», «Address», «CityStateZip», do hereby enter into contract under the following terms and conditions.

1. Contractor hereby agrees to furnish the following services:

   «ProjectDescription»
   «ProjectDescription»
   «ProjectDescription»
   «CityState»

   Project No.: «ProjectNo»
   State ID No.: «StateID»
   Site Code: «SiteCode»

   As per proposal dated «AsPerProposal», which is attached hereto and made a part thereof.

   Goals and Objectives, Performance Measures and Monitoring Plan are attached and made a part of this contract.

2. 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 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

3. In consideration of the services described above, State hereby agrees to pay to Contractor a maximum fee of «ContAmtSpelledOut» Dollars ($«ContAmtInNumerals»). Payment will be made monthly only on approval of Facility Planning and Control. All travel will be in accordance with PPM49.

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

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

   State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.
Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Fiscal Funding: The continuation of this contract is contingent upon the appropriation or availability of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or otherwise to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated or are otherwise not available.

5.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the State.

6.

Any claim or controversy arising out of this contract shall be resolved by the provisions of LA R.S. 39:1672.2-1672.4.

7.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number ________________.

8.

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 Owner, provided however, that claims for money due or to become due to the Contractor from the Owner 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 Owner.

9.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration’s Auditor shall have the option of auditing all accounts of Contractor which relate to this contract.

10.

This contract, together with the Request for Proposals (RFP) and addenda issued thereto by the Owner, the proposal submitted by the Contractor in response to the Owner’s RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

11.

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

12.

This contract shall begin on _____________ and shall end on ___________. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor. This contract is not valid until approved by the Office of State Procurement.

13.

The contract will be considered complete when Contractor has delivered and State has accepted all deliverables and/or services specified in this Contract.
The contractor’s personnel assigned to this contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of State’s or Contractor’s reasonable control, as the case may be, the State 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.

15.

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 State 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 State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or if any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor’s sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

i) Authorized User’s unauthorized modification or alteration of a Product, Material or Service, ii) Authorized User’s use of the Product in combination with other products not furnished by Contractor, iii) Authorized User’s use in other than the specified operating conditions and environment.

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

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 State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16.

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

17.

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

18.

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

19.

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor’s duties. The contractor will be the single point of contact for all subcontractor work.

20.

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

Contractor’s Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the sub-contractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days’ notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers’ Compensation Insurance for all of the Contractor’s employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all the latter’s employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers’ Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer’s Liability Insurance for the protection of such employees not protected by the Workers’ Compensation Statute. Employer’s Liability Insurance limit shall be $500,000 per occurrence.

Commercial General Liability Insurance: The contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of
coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $250,000.00.

Insurance covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts a defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $250,000.00 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

21.

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 Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

22.

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

23.

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

24.

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. The Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

STATE OF LOUISIANA

WITNESSES:

FPC Witness #1 Sign Here

BY: Mark A. Moses
FPC Director

Contractor Witness #1 Sign Here

BY: «Contractor»

FPC Witness #2 Sign Here

Contractor Witness #2 Sign Here
### 5.3 ATTACHMENT III: SAMPLE AFFIDAVIT

**STATE OF LOUISIANA**  
**PARISH OF «ParishOfContractor»**

| PROJECT NO.: | «ProjectNo» |  
| NAME: | «ProjectDiscription» |
| LOCATION: | «CityState» |

**AFFIDAVIT**

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared representing «Contractor» who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

**PART I.**

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

**PART II.**

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

**AFFIANT**

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF ______________, 2017.

**NOTARY**
5.4 ATTACHMENT IV: SAMPLE TIME SHEET

The time sheet illustrated below will be issued as an Excel file.