

REQUEST FOR PROPOSALS

for

ROOF CONSULTING SERVICES STATEWIDE, LOUISIANA



RFP/Project Number: 01-107-15-04, F.01004001

**Proposal Due Date/Time:
September 7, 2020 @ 4:00 pm CST**

**State of Louisiana
Division of Administration
Facility Planning & Control**

July 06, 2020

Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION	5
1.1 Purpose	5
1.2 Background	5
1.3 Goals and Objectives.....	5
1.4 Term of Contract.....	6
1.5 Definitions.....	6
1.6 Schedule of Events	6
1.7 Proposal Submittal.....	7
1.8 Qualification for Proposer.....	8
1.8.1 Mandatory Qualifications:	8
1.8.2 Desirable Qualifications:	8
1.9 Proposal Response Format	9
1.9.1 Cover Letter.....	9
1.9.2 Table of Contents	9
1.9.3 Executive Summary.....	9
1.9.4 Company Background and Experience	9
1.9.5 Approach and Methodology	10
1.9.6 Proposed Staff Qualifications.....	10
1.9.7 Veteran and Hudson Initiative Programs Participation	11
1.9.8 Cost Proposal	12
1.9.9 Certification Statement.....	13
1.9.10 Outsourcing of Key Internal Controls:.....	13
1.10 Number of Copies of Proposals	13
1.11 Technical and Cost Proposals.....	14
1.12 Legibility/Clarity	14
1.13 Confidential Information, Trade Secrets, and Proprietary Information	14
1.14 Proposal Clarifications Prior to Submittal.....	15
1.14.1 Pre-proposal Conference	15
1.14.2 Proposer Inquiries	15
1.14.3 Blackout Period	16

1.15	Error and Omissions in Proposal.....	17
1.16	Changes, Addenda, Withdrawals.....	17
1.17	Withdrawal of Proposal.....	17
1.18	Waiver of Administrative Informalities.....	17
1.19	Proposal Rejection/RFP Cancellation.....	17
1.20	Ownership of Proposal.....	18
1.21	Cost of Offer Preparation.....	18
1.22	Taxes.....	18
1.23	Determination of Responsibility.....	18
1.24	Use of Subcontractors.....	19
1.25	Written or Oral Discussions/Presentations.....	19
1.26	Acceptance of Proposal Content.....	19
1.27	Evaluation and Selection.....	19
1.28	Best and Final Offers (BAFO).....	20
1.29	Contract Award and Execution.....	20
1.30	Notice of Intent to Award.....	20
1.31	Right to Prohibit Award.....	21
1.32	Insurance Requirements for Contractors.....	21
1.32.1	Contractor's Insurance.....	21
1.32.2	Minimum Scope and Limits of Insurance.....	21
1.32.3	Deductibles and Self-Insured Retentions.....	22
1.32.4	Other Insurance Provisions.....	22
1.32.5	Acceptability of Insurers.....	23
1.32.6	Verification of Coverage.....	23
1.32.7	Subcontractors.....	24
1.32.8	Workers Compensation Indemnity.....	24
1.33	Indemnification/Hold Harmless Agreement.....	24
1.34	Payment.....	25
1.34.1	Electronic Vendor Payment Solutions.....	26
1.35	Termination.....	26
1.35.1	Termination of the Contract for Cause.....	26
1.35.2	Termination of the Contract for Convenience.....	26
1.35.3	Termination for Non-Appropriation of Funds.....	27

1.36	Assignment.....	27
1.37	Right to Audit	27
1.38	Civil Rights Compliance	27
1.39	Record Ownership.....	28
1.40	Entire Agreement/ Order of Precedence.....	28
1.41	Contract Modifications	28
1.42	Substitution of Personnel	28
1.43	Governing Law	28
1.44	Claims or Controversies	29
1.45	Code of Ethics.....	29
1.46	Corporate Requirements	29
1.47	Prohibition of Discriminatory Boycotts of Israel.....	29
PART 2:	SCOPE OF WORK/SERVICES.....	30
2.1	Scope of Work.....	30
2.2	Task and Services	30
2.3	Deliverables.....	31
2.4	Technical Requirements.....	31
2.5	Project Requirements	32
PART 3:	EVALUATION	32
3.1	Cost Evaluation	33
3.2	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	34
PART 4:	PERFORMANCE STANDARDS.....	35
4.1	Performance Requirements.....	35
4.2	Performance Measurement/Evaluation/Monitoring Plan	35
4.2.1	Performance Measures/Evaluation:	35
4.2.2	Monitoring Plan:	35
4.3	Veteran and Hudson Initiative Programs Reporting Requirements	36
ATTACHMENT I:	CERTIFICATION STATEMENT	37
ATTACHMENT II:	SAMPLE CONTRACT.....	39
ATTACHMENT III:	ELECTRONIC VENDOR PAYMENT SOLUTION.....	50
ATTACHMENT IV:	MANDATORY COST WORKSHEET	52

REQUEST FOR PROPOSAL FOR ROOF CONSULTING SERVICES

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

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

1.2 Background

The State of Louisiana, Division of Administration, Facility Planning and Control (FPC), hereby solicits proposals from qualified Proposers to provide Roof Consulting Services. The purpose of this RFP is to obtain competitive proposals from bona fide providers, who are interested in providing statewide Roof Consulting Services to the State of Louisiana.

It is anticipated that awards may be made to multiple Proposers. The Proposers may be a person as defined by LA. R.S. 39:1556(36), but the evaluation will be applied to the proposed individual who will be the state roof consultant in the field. A Proposer may propose more than one Qualified Roof Consultant(QRC), but MUST submit a separate proposal for each QRC as each will be evaluated separately. Combined submittals may be grounds for submittal disqualification. Award of Contract to a Proposer will be contractual toward the selected QRC within the selected proposal. If the selected QRC ceases to be affiliated with the selected Proposer during the state contractual period, the state contract will terminate on the date the selected QRC ceased to be affiliated with selected Proposer. The Qualified Roof Consultant must reside in the State of Louisiana during the duration of the Contract.

1.3 Goals and Objectives

FPC desires to secure a QRC 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 obtain reimbursable specialized roof scans (aerial, infrared, nuclear, etc.) to incorporate into FPC Facility Management Program, and to conduct roof observations and offer recommendations of existing statewide roofs. The Roof Consultant will complete FPC formatted weekly time sheets to submit with monthly invoices. The selected QRC will maintain regular verbal and e-mail contact with FPC Roofing Program Manager associated with FPC Statewide Roofing Program. Site visit reports and photographs will be submitted to the FPC Roofing Program Manager, and/or others, and/or to update FPC Facility Management Program.

1.4 Term of Contract

The term of any contract resulting from this RFP shall be twenty-four (24) months. The Contract is anticipated to start on December 12, 2020 and end on December 11, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

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.
Contractor	Any person or firm having a contract with a governmental body; selected proposer and the QRC.
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.
DOA	Division of Administration
FPC	Facility Planning and Control
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.
QRC	Qualified Roof Consultant. Must reside in the State of Louisiana during the duration of the Contract. The QRC shall not be a subcontractor of selected proposer.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.
Subcontractor	The party contracted directly with the Selected Proposer and the QRC.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	07/06/2020
Pre-proposal conference (if applicable)	Not Applicable
Deadline for receipt of written inquiries	07/27/2020
Deadline to answer written inquiries	08/17/2020
Deadline for receipt of electronic and hard copy proposals	9/7/2020, 4:00 PM CST

All proposals shall remain sealed until the date and time listed.	
Presentations & Discussions (if applicable)	Not Applicable
Notice of Intent to award announcement, and 14-day protest period begins, on or about	10/5/2020
Contract execution, on or about	10/30/2020

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.

1.7 Proposal Submittal

Section 1.7.1. Electronic Proposal Submission

The proposal must be uploaded to <https://stateofla.app.box.com/f/95e51f712d36457aba7a59f783dff051> before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of electronic proposal delivery. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit:

<https://www.doa.la.gov/osp/PC/agencies/UploadingRFPproposal-viaBoxSubmissionLink.pdf>.

Section 1.7.2 Hard Copy Proposal Submission

The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. 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 the RFP Coordinator: Kevin Clark, Facility Planning & Control, 1201 North 3rd Street, The Claiborne Building, Suite 7-160, Baton Rouge, LA 70802.

The Office of Facility Planning and Control is currently closed to the public. Proposers wishing to hand-deliver a proposal shall contact Facility Planning and Control at 225/342-0820 from the lobby of the Claiborne Building prior to 4:00 pm on the specified date of the proposal deadline. A representative of FPC will then meet with the proposer in the lobby to receive the proposal. Proposals may also be submitted by mail to the RFP Coordinator, Kevin Clark, Facility Planning & Control, 1201 North 3rd Street, The Claiborne Building, Suite 7-160, Baton Rouge, LA 70802 or P.O. Box 94095 Baton Rouge, LA 70804-

9095. The telephone number is 225/ 342-0571 or 225/342-0820. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

The proposed QRC must meet the following qualifications prior to the deadline for receipt of proposals.

- Must reside in the State of Louisiana during the duration of the contract.
- Minimum of ten (10) years of verifiable experience in the roofing field prior to the deadline for receipt of proposals
- Minimum of five (5) years of roof inspecting/consulting experience prior to the deadline for receipt of proposals
- Minimum of High School Diploma or equivalent. Proposer should include a copy of QRC's diploma with proposal.
- Minimum of forty (40) continuing education credits in the subject of roofing or waterproofing prior to the deadline for receipt of proposals. Proposer should include copies of all QRC's certificates with proposal.

The proposed QRC must meet all of the following physical requirements:

- Access roofs by way of various methods to perform the roof consulting services.
- Climb a fixed ladder or a portable ladder.
- Access a man lift or similar type of mobile device.

1.8.2 Desirable Qualifications:

It is desirable that the proposed QRC meet at least one (1) of the following qualifications prior to the deadline for receipt of proposals.

- Active member of the International Institute of Building Enclosure Consultants (IIBEC)
- Active member of the National Roofing Contractors Association (NRCA)

- Active member of the Spray Polyurethane Foam Alliance (SPFA)
- College degree in a related field. Include a copy of the QRC's diploma in proposal.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Cover Letter

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

1.9.2 Table of Contents

The Proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the proposed QRC's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see **Sample Contract, Attachment II**. If the proposed QRC cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II 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.

1.9.4 Proposer Background and Experience

Proposer should give a brief history of their organization, organizational structure, number of years in business, and copies of its latest financial statement, preferably audited.

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

Proposer should clearly describe proposed QRC's ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposer should clearly describe proposed QRC's ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the proposed QRC 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:

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 Tube Test) and procedures to perform test cut repairs (including built-up, modified bitumen, foam, single-ply, and shingles.)

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

If the proposed QRC provides educational services related to the roofing industry, the proposed QRC should 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 the proposed QRC 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 QRC's approach and methodology in providing the requested services.

1.9.6 Proposed QRC and Assigned Personnel's Qualifications

The Proposer should provide detailed information about the experience and qualifications of the proposed QRC and assigned personnel, if any, considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of QRC and assigned personnel, 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 provide the roof observations/consulting experience of the QRC. QRC's verifiable experience in roof management plans, roof surveys and inspections, roofing project program development, and roofing specifications development; QRC's verifiable work experience over and above the minimum requirement of ten (10) years of experience in the roofing field and QRC's verifiable work experience over and above the minimum requirement of five (5) years roofing inspecting/consulting experience.

Proposers should clearly describe proposed QRC's ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe proposed QRC's ability to exceed the qualifications described in the Desirable Qualifications for Proposer section.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (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: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

1.9.8 Cost Proposal

The Proposer shall fill out Attachment IV Cost Proposal Template and include it in the proposal.

The Proposer shall provide an hourly rate for providing all services described in the RFP for the term of the Contract. The hourly rate shall remain the same during the initial and option term of the Contract.. See, Part II, 2.1 Scope of Work/Services, for a description of services required to be provided by the Contractor, 2.2 Tasks and Services, 2.3 Deliverables, 2.4 Technical Requirements and 2.5 Project Requirements.

Expenses such as third party charges, specialized equipment rentals, specialized roof scans (aerial, infrared, nuclear, etc.), etc., and with prior written approval by FPC Program Manager or designee, will be reimbursed at costs with copy of invoice or appropriate support documentation.

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, if any, will be subject to prior approval by the Secretary of the agency or his/her designee.

It is estimated that Contract work will take 1,840 hours of services annually. (3,680 for 2-Years; 5,520 for 3-Years) . Travel time is included in the 1,840 hours of service annually.

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.

1.9.9 Certification Statement

The Proposer must sign electronically or submit a scanned signature on **Attachment I, Certification Statement**.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

For **electronic proposal submission**, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:1.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

For **hard copy (printed) proposal submission**, the State requests that Four (4) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures 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 the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following for electronic proposal submittal:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: RFP# #01-107-15-04, F.01004001 Roof Consultant Services, Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP# #01-107-15-04, F.01004001 Roof Consultant Services, Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: RFP# #01-107-15-04, F.01004001 Roof Consultant Services, Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- One (1) Original (clearly marked "Original") and three (3) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and three (3) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

1.12 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.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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 the contract, or which become available to the Contractor in carrying out the 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 is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Division of Administration, Facility Planning and Control.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall 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, R.S. 44: 1-44 and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be e-mailed to the RFP Coordinator listed below.

RFP Coordinator:

Kevin Clark, FPC Manager-DCL
FPC Roofing Program Manager
Division of Administration
Facility Planning and Control

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 the date and time specified in the Schedule of Events. 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 the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the FPC Roofing Program Manager or his designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.14.3 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 applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may 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, as per Proposer Inquiries section of this RFP. 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 Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor 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.

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:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- 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 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

1.15 Error 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.

1.16 Changes, Addenda, Withdrawals

The State reserves 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 <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP noted above.

1.17 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 withdraw an electronically submitted proposal, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/95e51f712d36457aba7a59f783dff051>.

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

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

1.20 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.

1.21 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.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its Proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 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.

1.24 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 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. If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria. The cost score will remain unchanged.

1.26 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with this RFP. Proposals that are not in compliance will be rejected from further consideration.

1.27 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.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

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

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

1.29 Contract Award and Execution

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

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

The selected Proposer and the QRC shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If selected Proposer and QRC fail to complete contract negotiations, if any, and the execution of the final contract within fifteen (15) business days from the date of delivery of final contract, the State may elect to cancel the proposed award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned

each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

The State reserves the right to make multiple awards for statewide roof consulting services per requirements stipulated within this RFP.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

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.

1.32.1 Contractor's Insurance

The Contractor shall purchase and maintain 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 the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime

exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability

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

1.32.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$250,000.00. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.32.2.4 Deductibles and Self-Insured Retentions

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

1.32.2.5 Other Insurance Provisions

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

1.32.2.6 Commercial General Liability and Automobile Liability

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

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

1.32.2.7 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.32.2.8 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.32.3 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.4 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Division of Administration, Facility Planning & Control
Its Officers, Agents, Employees and Volunteers
P. O. Box 94095, Baton Rouge, LA 70804-9095

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.32.5 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.32.6 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents, employees and subcontractors will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, employees and subcontractors. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, agents, and subcontractors. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.33 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to 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 of 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.

1.34 Payment

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established within the Contract. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Contractor electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided 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 the 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.

1.35.2 Termination of the Contract for Convenience

The 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.

1.35.3 Termination for Non-Appropriation of Funds

The continuation of the 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.

1.36 Assignment

No Contractor shall assign any interest in the 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.

1.37 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department or Office of Legislative Auditor, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination

committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.39 Record Ownership

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

1.40 Entire Agreement/ Order of Precedence

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

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

1.41 Contract Modifications

No amendment or variation of the terms of the 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.

1.42 Substitution of Personnel

The Contractor's personnel assigned to the 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 a project outside the 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.

1.43 Governing Law

The contract shall be governed by the Louisiana Procurement Code (LA. R.S. 39:1551-1736) and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract, after exhaustion of administrative remedies, shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.45 Code of Ethics

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

1.46 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 Louisiana's Secretary of State. 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 Louisiana's Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Contractor shall assist Facility Planning and Control (FPC) in managing State owned roofs. At FPC's request, the work shall require that the Contractor's qualified Roof Consultant(QRC) visit any roof owned by the State and perform task and services as defined in Section 2.2 below. **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 Task and Services

The Contractor shall provide a qualified Roof Consultant to provide, including, but not limited to the following tasks and services:

- A. Perform statewide roof condition assessments.
- B. Obtain specialized roof scans (aerial, infrared, nuclear, etc.) as requested by FPC Roofing Program Manager or designee. These scans should show roof dimensions. Where there are additional request for wall scans, the dimensions should also be shown.
- C. Perform non-destructive roof moisture surveys using either the nuclear, infrared, or capacitance method.
- D. Perform test cuts and repairs; water tests and leak investigations.
- E. Inspect and report on state construction/roofing projects, statewide.
- F. Conduct roof inspections and maintenance seminars for state user agency personnel.
- G. Provide technical assistance to designers, contractors, and Facility Planning and Control.
- H. Obtain, as applicable, and prior to working any FPC-assigned project, and/or maintain active membership in a least one major roofing related trade organization such as IIBEC, NRCA, or SPFA.
- I. 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 certificated yearly prior to contract expiration.

- J. Be familiar with current reference data including: NRCA and SMACNA manuals, IBC, FM, UL, and ASCE publications pertaining to roofing.
- K. Record abbreviated description of activity performed daily onto weekly form furnished by FPC and submit with each invoice.
- L. Attend pre-roofing conferences (preliminary and pre-application), unannounced site visits during construction activities, monthly construction meetings, pre-closeout/wrap-up conferences, 1-Yr and 2-Yr warranty inspections.
- M. Review and make recommendations for revisions to the approved manufacturer's lists, including product technical review and, if prior approved or requested by FPC Roofing Program Manager or designee, visit designated projects within the southeastern portion of the country to advise FPC Roofing Program Manager on systems for possible State approval for use on State facilities.
- N. Maintain relations with the roofing manufacturers, including technical manufacturing plant inspections, formal and informal meetings at industry functions.
- O. Perform periodic review and recommendations of FPC established warranties and the possible creation, if requested by FPC Roofing Program Manager or designee, of new related documents or requirements.
- P. Provide roof consulting services listed above on weekends, holidays, or as required by FPC when conditions don't allow weekday roof consulting services be performed, or when the state experiences "emergency" situations.

2.3 Deliverables

QRC shall:

Prepare and furnish to FPC Roofing Program Manager Field Observation Reports on a monthly basis of current state projects under construction and/or proposed state facilities for renovation and/or roofing, associated waterproofing and related equipment replacement consideration.

Record time and travel in an abbreviated format, on a FPC prepared log of each activity performed for FPC on a daily basis and submit with each monthly invoice, including cover copy of dated Field Observation Report(s) as a minimum of each field observation performed.

Assist FPC Staff in preparation of scope of related work documents toward proposed state roofing, associated waterproofing and related equipment projects.

2.4 Technical Requirements

QRC 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 Dex Scanner), infrared camera, and moisture probe to be shared among the roof consultants. Each roof consultant will supply his own cell phone, camera, ladder, small tools, computer, and any other equipment necessary to perform the Contract.

2.5 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.. All correspondence by QRC will be directed to FPC Roofing Program Manager.

The QRC shall report to Facility Planning and Control’s Roofing Program Manager and will attend meetings, monthly or otherwise, at FPC in Baton Rouge to coordinate and discuss projects, details, issues and other related tasks statewide.

There may be circumstances when the QRC may be outside of a reasonable distance of travel or unable to physically attend a scheduled meeting. The QRC shall participate by telephone conference during the meeting proceedings and furnish written report of their telephone conference to FPC Project Manager assigned to the specific project with copy to the Roofing Program Manager.

The QRC shall visit projects to observe and report on work in progress and furnish written reports, including but not limited to, photographic data to FPC Project Manager assigned to the specific project with copy to the Roofing Program Manager.

The QRC shall maintain regular verbal and e-mail contact with the Roofing Program Manager to maintain project and program management coordination and efficiency.

PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Proposer Background & Experience	8
Approach and Methodology	20
*QRC Certification(s)	12

**QRC Roofing and/or Waterproofing Related Education	18
***Technical Equipment proposed to be provided daily to QRC beyond the minimum	05
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> • <i>Up to 10 points available for Hudson-certified Proposers;</i> • <i>Up to 12 points available for Veteran-certified Proposers;</i> • <i>If no Veteran-certified Proposers, those two points are not awarded.</i> <i>See Section 3.2 for details.</i>	12
Cost	25
TOTAL SCORE	100

* QRC Certifications: The points assigned for this category will be allotted according to the following factors:

- Registered Roof Consultant 4 points
- Registered Roof Observer 4 points
- SPFA Independent Inspector 4 points

**QRC Roofing and/or Waterproofing Related Education: The points for this category will be assigned for QRC continuing education units (specifically related to roofing or waterproofing). One (1) point will be awarded up to a maximum of eighteen (18) points), for each set of three (3) continuing education units (CEU) earned within the last five (5) years of proposal date over and above the minimum initial requirement of forty (40) lifetime earned CEU's.

***Technical Equipment proposed to be provided daily to QRC to be provided daily beyond the minimum specified in Part II Scope of Services, Section 2.4 Technical Requirement.

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the Proposer Background and Experience, Approach and Methodology, Certification, Roofing and/or Waterproofing Related Education, and Technical equipment proposed to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

The Proposer with the lowest hourly rate shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$\text{CCS} = (\text{LPC}/\text{TCP} \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

- A. Within thirty (30) days from the date of any of the following events is performed by the QRC, written and photographic reports are to be sent to FPC Roofing Program Manager:
 - Performs non-destructive roof moisture surveys using either the nuclear, infrared, or capacitance method.
 - Performs test cuts and repairs; water tests and leak investigations.
 - Inspects state construction/roofing and waterproofing projects, statewide.
- B. A copy of dated report cover is to accompany Contractor's invoice.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

- A. Facility Planning and Control's Roofing Program Manager is responsible for oversight and management of performance vital to ensuring the QRC's performance is meeting state requirements and results from QRC's performance contributes to fulfilling the agency's mission.
- B. Facility Planning and Control's Roofing Program Manager is responsible for the evaluation of the QRC's performance in meeting state requirements, based on, but not limited to, field data collected by the QRC for statewide projects, contributions of the QRC towards the creation of new proposed roofing and/or waterproofing projects, and QRC's contribution to FPC Project Managers during the execution of awarded roofing and/or waterproofing projects.

4.2.2 Monitoring Plan:

- A. Facility Planning and Control's Roofing Program Manager is program coordinator, assigning projects to consult with FPC Project Managers during project execution or requesting statewide field data from the QRC

- B. Periodic coordination meetings with the QRC to determine if course of action to remain or adjustments are necessary, in particular but not limited to, time constraints and workload requested of QRC by FPC.

4.3 Veteran and 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 subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

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)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. 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 proposal'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 execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, the QRC, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer and QRC understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer and QRC further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The

contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Authorized Representative
Electronic or photocopy
signature are allowed.

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Division of Administration/Facility Planning and Control

AND

CONTRACTOR NAME

[Click here to enter the Contractor name](#)

CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES

CONTRACTOR (Legal Name if Corporation)

[Click here to enter the Contractor FEIN](#)

FEDERAL EMPLOYER TAX ID NUMBER

[Click here to enter the Contractor's](#)

STATE LDR ACCOUNT

[Click here to enter the State LDR](#)

[Account Number](#)

STREET ADDRESS

[Click here to enter the Contractor's street address telephone number](#)

TELEPHONE NUMBER

[Click here to enter the Contractor's](#)

CITY [Click here to enter the Contractor's city](#) **STATE** [Click here to enter the Contractor's state](#) **ZIP CODE** [Click here to enter the Contractor's zip code](#)

TERM OF CONTRACT

This Contract shall begin on [Click here to enter the begin date of the contract](#) and shall end on [Click here to enter the end date of the contract](#). The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

At the end of the 18th month of the initial contract period, the Proposer has 60-Days to provide a written request to FPC to extend the contract for the 3rd-Year contract extension.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$ [Click here to enter the maximum contract amount](#), over multiple years as follows: [Click here to enter the multi-year contract breakdown](#). Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of FPC Roofing Program Manager.

The State shall make every reasonable effort to make payments within 25 days of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES

The QRC is to assist FPC determine the useful life of existing statewide roofs, to review new, preservation, and roof replacements made by roofing contractors and to prepare scope of work statements for preservation and roof replacements. The roof consultant will report findings to Roofing Program Manager. The QRC will complete FPC formatted weekly time sheets to submit with monthly invoice and will maintain regular verbal and e-mail contact with FPC Roofing Program Manager. Reports and photographic submissions are required as conditions dictate.

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments. The QRC will, but not limited to, perform statewide roof condition assessments, non-destructive roof moisture surveys, tests cuts and repairs, water tests and leak investigations, observations and reports on state construction/roofing/waterproofing projects, provide technical assistance to designers, contractors and FPC, attend pre-bid, pre-construction, pre-roofing, pre-closeout, and 1 and 2 year project completion inspections, and review and make recommendations for revisions to state approved manufacturer’s lists, technical review, and possibly, site visits to manufacturer processing within the southeastern portion of the country, while maintaining prudent relationships with roofing and waterproofing manufacturers for appropriate product and warranty service to the state.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

The Contractor shall submit invoices monthly, where possible, with FPC formatted Weekly Time Sheets and report covers of each report prepared during period of invoicing.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF FPC Roofing Program Manager and FPC Accounting Department.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

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 subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall 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 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.

STATE FURNISHED RESOURCES

State shall appoint a Roofing Program Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Roofing Program Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE

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 a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT

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

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

CONTRACTOR'S COOPERATION

The Contractor 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 this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation 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 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.

NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

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

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS

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. In the event the QRC is no longer able to perform its obligations under the contract, the contract shall terminate immediately.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with LA R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to 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 shall 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 of 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.

STAFF INSURANCE

Contractor shall procure and maintain 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 the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CODE OF ETHICS

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.

SEVERABILITY

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.

HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title: _____

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Title: _____

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment [Click here to enter the Attachment identification letter or number](#) .

INTRODUCTION

[Click here to enter a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.](#)

DESCRIPTION OF SERVICES/TASKS

[Click here to describe tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.](#)

PERFORMANCE MEASURES AND MONITORING PLAN

[Click here to describe the performance measures to be taken during the project and monitoring plan.](#)

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

[Click here to list performance measures which should be measurable and time bound.](#)

MONITORING PLAN

[Click here to enter the Name and Title or Position](#) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. [Click here to enter the Name and Title or Position](#) will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[Click here to list the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.](#)

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

Personnel Changes. Should the QRC be unable to perform the Contract, the Contract shall be immediately terminated.

B. *Other Resources.* Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number.](#) .

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.			

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment [Click here to enter the Attachment identification letter or number.](#)

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

Attachment IV: Mandatory Cost Proposal Worksheet

The proposer shall provide an hourly rate for providing all services described in the RFP for the term of the Contract. The hourly rate shall remain the same during the initial and option term of the Contract. Proposers must complete the Cost Proposal worksheet to be considered for award. Failure to complete the Cost Proposal worksheet will result in the proposal being found non-responsive.

Proposer Name: _____

***Hourly Rate:** \$ _____

*This hourly rate shall be used in the cost evaluation.

Expenses such as third party charges, specialized equipment rentals, specialized roof scans (aerial, infrared, nuclear, etc.), etc., and with prior written approval by FPC Program Manager or designee, will be reimbursed at costs with copy of invoice or appropriate support documentation.

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, if any, will be subject to prior approval by the Secretary of the agency or his/her designee.