REQUEST FOR PROPOSALS

for

Administration of the
East Baton Rouge Parish Weatherization Assistance Program

DATE ISSUED: **FRIDAY, SEPTEMBER 11, 2015**

DEADLINE TO SUBMIT RESPONSES: **FRIDAY, SEPTEMBER 25, 2015**

2415 Quail Drive * Baton Rouge, Louisiana 70808
(225) 763-8700 * (888) 454-2001 * (225) 763-8710 (FAX)
www.lhc.la.gov

I. General and Administrative Information

A. Background and Purpose

The Louisiana Housing Corporation (referred to as both "LHC" and the "Corporation"), seeks proposals for the purpose of selecting a qualified and experienced primary service provider/contractor for the administration of the Weatherization Assistance Program (WAP) in the parish of East Baton Rouge.

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

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

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

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

B. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.

2. **Corporation –** Louisiana Housing Corporation.

3. **DHHS –** The U.S. Department of Health and Human Services.

4. **DOE –** The U.S. Department of Energy.

5. **Discussions** -- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

6. **LIHEAP –** Low Income Home Energy Assistance Program.

7. **Proposal** – A response to a Request for Proposals.

8. **Proposer** – A firm or individual who responds to a Request for Proposals.

9. **RFP** – A Request for Proposals.

10. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.

11. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.

12. **State** – The State of Louisiana.

13. **Subcontractor –** A firm or individual entering into a contract with the Contractor.

14. **WAP –** Weatherization Assistance Program.

C. Important Dates and Deadlines

RFP published and posted to LHC website	Friday, September 11, 2015
Deadline for submitting written inquiries	Wednesday, September 16, 2015
Deadline for LHC to respond to written inquiries from Proposers	Friday, September 18, 2015
Deadline for submitting proposals	Friday, September 25, 2015
Formal announcement of selected Proposer(s)	Friday, October 2, 2015
Contract Execution	TBD

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

II. Proposal Information

A. Proposal Submission

Interested parties may obtain a copy of the RFP by submitting their name, title, firm name, address, telephone and fax numbers, and e-mail address to LHC using the contact information below, or by visiting LHC's website at www.lhc.la.gov:

Louisiana Housing Corporation
ATTN: James Young
Re: RFP for Administration of the EBR WAP Program
11637 Industriplex Blvd
Baton Rouge, Louisiana 70809
E-mail: James.Young@la.gov

Proposals shall be delivered in hard copy and in an electronic file. The hard copy shall be signed in the original, and ***received*** by the Louisiana Housing Corporation by or before 4:00 p.m. Central Time on **Friday, September 25, 2015**. Proposers should provide four (4) additional copies for a total of five (5) copies. **The cost proposal shall be submitted separately in a sealed envelope and should include one (1) original and five (5) copies.** The electronic file shall be delivered in PDF format on a USB flash drive in the same packet with the hard copies.

Proposals may be mailed or delivered by hand or courier service to the following address:

Louisiana Housing Corporation
ATTN: James Young
RE: RFP for EBR WAP
1637 Industriplex Blvd.
Baton Rouge, LA 70809
(225) 754-1441

IMPORTANT: Clearly mark the outside of the envelope, box, or package with the following information and format:

Proposer Name and Address:_____
Primary Contact for Proposer:_____
Proposal for EBR WAP

Responses may not be delivered via facsimile transmission or other telecommunication or electronic means. Proposers assume the risk of the delivery method chosen, including delivery via private courier or the United States mail. **Please be advised that proposals arriving after the 4:00 p.m. deadline, whether via personal delivery, U.S. mail, Federal Express, UPS, or other comparable method of delivery, will not be accepted for any reason.**

The Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the address set forth above. LHC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Additionally, the Proposer is solely responsible for the timely delivery of its proposal. **Failure to meet the proposal receipt date and time shall result in rejection of the proposal.**

This RFP does not commit the Corporation to award any contract nor to pay any costs incurred in the preparation or delivery of responses. Furthermore, the Corporation reserves the right to accept or reject, in whole or in part, any and all responses submitted, and/or to cancel this RFP. The Corporation also reserves the right to ask for additional information from any Proposer and/or all Proposers as may be necessary or appropriate for purposes of clarification.

B. Authorization

The proposal must be signed by a duly authorized representative, such as:

1. The current executive director, board member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State;
2. An individual authorized to bind the entity as reflected by a resolution, certificate or affidavit; or
3. An individual identified in other documents conferring the appropriate authority in a form acceptable to the LHC.

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

C. Contact Prohibitions

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

D. Questions and Answers Regarding the RFP

Proposers may submit written questions concerning the RFP via e-mail to James Young, at James.Young@la.gov by no later than 4:00 p.m. Central Time on Wednesday, September 16, 2015. All

questions and answers shall be posted on LHC's website at www.lhc.la.gov by Friday, September 18, 2015.

Inquiries shall clearly reference the section of the RFP about which the Proposer is inquiring or seeking clarification.

The Corporation reserves the right to modify the RFP should a change be identified that is in the best interest of the Corporation. It is the sole responsibility of the Proposer to inquire into and clarify any portion of the RFP that is not understood.

E. Costs Incurred in Preparation of Proposal

All costs directly or indirectly related to preparation of a proposal in responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the LHC in connection with this Proposal, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the LHC.

F. Ownership of Offer

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

G. Offer Validity

All proposals shall be considered valid for acceptance until such time as an award is made.

H. Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the response and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44.1 *et seq.*, and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

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

I. Code of Ethics

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

J. Changes, Addenda, Withdrawal

The LHC shall reserve the right to change the schedule of important dates and deadlines or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at www.lhc.la.gov. It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

K. Withdrawal of Proposal

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

L. Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The LHC reserves the right to accept and/or reject any or all proposals, or to cancel this RFP if it is determined to be in the best interest of the LHC.

M. Waiver of Administrative Informalities

The LHC reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

N. Acceptance of Proposal Content

The mandatory RFP requirements shall become a contractual obligation if a contract ensues. Failure of the successful Proposer to accept this obligation shall result in rejection of the proposal.

O. Evaluation and Selection

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

P. Written or Oral Presentations/Discussions

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

Q. Contract Award and Execution

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

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

The selected Proposer shall be expected to enter into a contract that contains substantially similar contract terms and provisions as set forth in Section VI. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, the Corporation may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

R. Notice of Intent to Award

The evaluation team will compile the scores and make a list of recommended vendors. The Corporation reserves the right to issue multiple contracts.

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

S. Certification of OMB A-133 Compliance

Proposers must provide certification that they are not suspended or debarred from conducting business with government agencies. By signing and submitting any proposal for one hundred thousand dollars ($100,000) or more, the Proposer certifies that the represented company, as well as any subcontractors or principals, are not suspended or debarred by the General Services Administration ("GSA") in accordance with the requirements in OMB Circular A-133.

T. Disqualification

The LHC reserves the right to verify all information provided by a Proposer via direct contact with the Proposer's clients and prior project personnel and Proposers must agree to provide necessary authorizations for the LHC to verify any of the Proposer's previous work. As described elsewhere in this RFP, each Proposer will be required to submit a detailed resume for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the Proposer from further consideration.

III. Scope of Services

A. Introduction

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

The Corporation is seeking proposals to support the continued administration of the East Baton Rouge Parish WAP.

B. Overview

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

The services under this program must comply with the requirements of the DOE, WAP, 10 CFR Part 440 and 10 CFR Part 600, OMB Circular A-87, OMB Circular A-122, OMB Circular A-133, the State Plan, any applicable Federal and State laws and regulations, and other policies and procedures as DOE may prescribe for the administration of financial assistance.

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

C. Tasks and Services

The Corporation expects that Proposers responding to this RFP will be knowledgeable in implementing and managing a weatherization program to assist eligible low-income persons/households in East Baton Rouge Parish, or in the specific tasks as described herein to support such a program.

The selected Proposer(s) shall assist the Corporation, as appropriate, with specific tasks necessary to coordinate and manage the day-to-day operations of the WAP for East Baton Rouge Parish and to ensure the success of the WAP, as described in the regulations.

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

General Administrative Program Requirements

The goals of this program are: 1) to reduce energy usage in single and multi-family residences, 2) lower energy consumption and energy bills for low-income residents in East Baton Rouge Parish through energy audits, energy efficiency measures, upgrades, weatherization, and education regarding energy conservation. Program administration includes, but is not limited to:

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

IV. Proposal Content

Proposals should be prepared providing a straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposals should be submitted in letter-size (8½" by 11") format with a type font of Times New Roman or similar and a minimum font size of 12 points. Proposals should be bound and indexed according to the format and order of presentation described below.

A. Cover Page

The following information should be included under the title "Request for Proposals for the East Baton Rouge Parish Weatherization Assistance Program":

1. Name of Proposer
2. Proposer address
3. Proposer telephone number
4. Proposer federal tax identification number
5. Name, title, address, telephone number, fax number and e-mail address of contact person authorized to contractually obligate the Proposer on behalf of the Proposer.

B. Contents of Technical Proposal

Interested Proposers are invited to submit proposals that contain the following information. Proposers should letter and number responses exactly as the contents presented below:

1. Abstract. Provide a profile of the firm and describe why it is pursuing the work.
2. Qualifications and Experience. Description of how the firm is qualified to provide the services requested with a history of experience of providing similar services. Names and appropriate background information on staff resources with identification of principals and key personnel, including:
    a. the experience and expertise of staff;
    b. the local availability of staff;
    c. the role and responsibilities that each staff member will have; and
    d. the knowledge of technology needs in a housing finance agency environment.

3. References. Name, title, address and telephone number of three references for clients, for whom similar services have been provided, including information that references the actual services performed.
4. Work Plans.
    a. Describe the approach to developing a plan that would meet the objectives as described in the Scope of Services;
    b. describe the proposed timeframe to deliver services, if appropriate; and
    c. describe how intake and outreach will be performed in East Baton Rouge Parish.

5. Technical Approach. For Program Year 2016, agencies will be required to have a different QCI for the initial energy audit/home assessment and a final inspection, as set by DOE. The proposer must describe the certifications and credentials possessed by staff performing training and monitoring activities.
6. Sustainability. The Proposer must indicate how the quality and availability of personnel assigned to this work would be maintained over the term of the contract.
7. Default. Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance. If default occurred, list name, address, and telephone number of the party. If no such termination occurred for default, declare it. The LHC will evaluate the facts and may, at its sole discretion, reject the proposal.
8. Scope of Services Beyond the RFP. Anything additional that the firm provides which may be of interest to the LHC.

V. Evaluation

A. Evaluation of Proposals

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

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

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

B. Evaluation Criteria

The LHC will consider proposals that, in its sole judgment, demonstrate the capability and willingness to provide high quality services to the citizens of the Parish of East Baton Rouge in the manner described in this RFP.

Proposals that pass the preliminary screening and mandatory requirements review and are deemed "responsive" as set forth in paragraph A, above, will be evaluated based on information provided in the proposal. The LHC may invite one or more finalists to make presentations. A selection committee (the "Committee") will review all proposals and make a determination based on the following factors:

1. **35 Points - Work Plan:** Process to deliver weatherization services to clients, including advertising, program outreach, client intake, scheduling of final inspection contractors, quality control and invoice tracking.
2. **35 Points - Quality and Depth of Experience:** Evidence of being an established provider of Weatherization services including overview of your firm's years of experience in providing administration of weatherization or housing renovation program(s); fiscal/administrative monitoring of sub-grantee agencies under a federal grant program; technical/programmatic monitoring of a weatherization program; training and technical assistance for the requirements

of the DOE WAP; and assisting low income households. Preference will be given to entities that can demonstrate evidence of administering an effective weatherization program.

3. **30 Points - Qualifications and Experience of Key Personnel:** The number, qualifications, and experience of the Proposer and staff members who will be responsible for overseeing and performing the work. Include copies of Certifications for BPI Inspector, EPA Lead Renovation, Repair and Painting (RRP Certification); Energy Auditor, Quality Control Inspector, and, any other related credentials.

VI. Contract Requirements

A. Contract Award, Negotiations and Execution

Contracts will be awarded to the Proposers whose responses are most responsive to the criteria outlined in Section III. *Scope of Services*. The formal announcement of the selected pool of vendors will occur on or about the date indicated in Section I(C)*, Important Dates and Deadlines*. The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective vendors selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the response as well as to negotiate fees and terms of the contract. Successful Proposers will be expected to enter into a contract with the LHC, which will contain substantially similar terms and requirements as those set forth in this Section. In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFP.

B. Federal Funding Allocation

The total allocation for administration and operations is Six Hundred Sixteen Thousand Four Hundred Dollars ($616,400) for the delivery of an estimated unit count of 68.

C. Term of Contract

The initial term of the contract shall be for a period of time not to exceed one (1) year from the effective date of the contract, and may be renewed at the discretion of the Corporation. All responses should reflect services in anticipation of a maximum contract term.

D. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below. The Proposer's inability or unwillingness to meet these requirements as a condition of the award, may, at the sole discretion of the Corporation, be rejected and returned as non-responsive without review.

The selected Proposer shall procure and maintain, as applicable, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees and/or subcontractors. General liability insurance shall name the Corporation/State of Louisiana as an additional insured, and evidence of this shall be provided to the Corporation upon initiation of a contract. The Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. The Contractor

must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. The Contractor shall maintain limits no less than:

1. *Commercial General Liability:* One million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

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

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

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

5. *Blanket Crime Insurance:* which includes Employee Dishonesty coverage, naming the Corporation as "Loss Payee"; and

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

E. Billing and Payment

The Contractor will submit a monthly cost report using the Hancock Energy Software (HES) system. Such itemized invoices must contain, at a minimum, the following information: identification of the individual(s) providing the service; brief description of the service provided and the date on which it was done. Under normal circumstances, the LHC should remit payment to the Contractor within thirty (30) days of approval of invoices. The LHC makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made.

F. Non-Negotiable Contract Terms

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

G. Prohibited Activity

Contractors are prohibited from using funds provided herein or personnel employed in the administration of this program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism. The Contractor will comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism.

H. Warranties and Representations

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

1. All information contained in its response to the RFP remains current and correct, including all information regarding its credit standing, financial status, resources, insurance, and personnel;
2. It is in good standing as a corporation in the state of its incorporation, and it is qualified to do business in Louisiana, and will take all such action that may be necessary from time to time to remain in good standing and so qualified;
3. It is not in arrears with respect to the payment of any monies due and owing the State or any department or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to ensure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; and
5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

I. Assignment

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Corporation, provided however, that claims for money due or to become due to the Contractor from the Corporation may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.

J. Indemnification

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

K. Payment of Taxes

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

L. Audit

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

M. Non-Discrimination in Employment

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor further agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, political affiliation or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

N. Contingent Fee Prohibitions

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

O. Governing Law

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

P. Use of Subcontractors

The selected Proposer shall serve as the single prime contractor for all deliverables and work performed pursuant to the terms of the entire contract. Notwithstanding the Contractor’s right to enter into subcontracts with Subcontractors, the Contractor shall remain solely responsible and liable for the proper and timely performance of the Services and management of timely performance of its duties and the duties of its Subcontractors in the performance of the Agreement.