

**STATE OF LOUISIANA  
OFFICE OF RISK MANAGEMENT**



**REQUEST FOR PROPOSAL  
ELEVATOR INSPECTION SERVICES  
RFP # RFP2013INSPECTION**

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## **1.0 GENERAL INFORMATION**

### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the State of Louisiana, Office of Risk Management (herein referred to as ORM) for the purpose of providing interested parties with information to enable them to prepare and submit proposals for selection of a contractor to provide elevator inspection services for the State of Louisiana.

**(A complete scope of services is described in Attachment "A").**

For this RFP and resulting contract, the elevator inspection contractor must not be an elevator maintenance contractor that has a current contract with the State of Louisiana or any specific State agency. If an award is made to an elevator maintenance contractor to perform elevator inspections under this contract, that contractor must not enter into any contract with the State of Louisiana or any State agency to perform elevator maintenance during the term of this elevator inspection contract or this contract shall be terminated.

### **1.2 Background**

The Office of Risk Management is a state governmental entity established for the purpose of providing centralized property and casualty insurance coverage for all state entities. It is a unit of the executive branch of government, reporting to the Commissioner of Administration, Division of Administration, and therefore, is an extension of the Governor's Office.

ORM is administered by the Commissioner of Administration, Kristy Nichols, the State Risk Director, J. S. "Bud" Thompson, Jr., and the State Risk Assistant Director, Patti Gonzalez.

It is the intent of the State to award a contract to a firm that deals specifically in Elevator Inspection and Testing.

The ORM website can be found at <http://doa.louisiana.gov/orm/rfp.htm>

### **1.3 Goals and Objectives**

ORM is soliciting a proposal, via this Request for Proposals (RFP), from qualified and certified elevator technicians to inspect and test elevators, escalators, dumbwaiters, and handicapped lifts at various locations throughout the State and prepare and provide findings and recommendations in written form to the agency/building owner and to the Office of Risk Management.

### **1.4 Scope of Services**

**Attachment "A"** details the scope of services and deliverables or desired results that the State requires of the Contractor.

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 Expected Time Period for Contract**

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2013** for a period of three years.

### **2.2 RFP Coordinator**

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

This RFP is available in electronic form at the State of Louisiana, Office of Risk Management website or by typing <http://doa.louisiana.gov/orm/rfp.htm>. A hard copy can also be obtained upon request.

In addition, this RFP is available in electronic form at the LaPAC website:

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

RFP Coordinator: Deborah Grand  
Phone Number (225)342-8439  
Fax Number (225)342-8473  
Email Address Deborah.Grand@La.Gov

Postal Address  
Office of Risk Management  
Post Office Box 91106  
Baton Rouge, Louisiana 70821-9106

Office of Risk Management  
Claiborne Building, Suite G-192  
1201 North Third Street  
Baton Rouge, Louisiana 70802

### 2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed in Section 2.2.

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 reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to each of the questions presented by the proposers will be posted by the last date to respond to proposer inquiries as indicated in the Schedule of Events, at: <http://doa.louisiana.gov/orm/rfp.htm>

and to the LaPAC site at: <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

It is the responsibility of the proposer to check the website for the official responses to proposer's inquiries and other addenda to the RFP, if any.

Only J. S. "Bud" Thompson, Jr., State Risk Director has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

### 2.4 Calendar of Events

<b>Event</b>	<b>Date</b>
RFP Release Date.....	May 9, 2013
Deadline for receiving proposer inquiries (4:00 P.M. Central Time).....	May 23, 2013
Last date to respond to proposer inquiries.....	May 30, 2013
Proposal submission deadline (4:00 P.M. Central Time).....	June 10, 2013
Formal Announcement of selected proposer.....	June 14, 2013
Estimated Contract Execution.....	July 1, 2013

**NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.**

### 2.5 Definitions (General)

**Contractor:** A proposer awarded the contract

**State:** State of Louisiana, Office of Risk Management

**DOA:** Division of Administration. The Division of Administration is comprised of various sections that perform a wide variety of legislatively mandated activities and other required administrative and management functions of State government.

**ORM:** Office of Risk Management

**Proposer:** A company submitting a proposal in response to this RFP

**RFP:** Request for Proposals

**Shall, Must, Will:** Indicates a mandatory requirement. Failure to meet these requirements shall result in the elimination of a proposal from consideration.

**Should, May, Can:** Indicates a requirement which is recommended but not mandatory.

## **Definitions (Equipment-Specific)**

**HIGH RISE UNIT:** Shall be defined as an elevator with 15 or more floor landings and shall include annual no load safety test. The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A17.1 and Louisiana Maintenance Contract. The State Fire Marshal considers buildings as high rise when the height of the building exceeds 75 feet or the distance that a fire fighter's ladder truck will reach. Extra parts of the inspection for high rise buildings shall include: emergency power, fire control rooms, special communication and annunciator equipments.

**LOW RISE UNIT:** Shall be defined as an elevator with less than 15 floor landings and shall include no load safety test. The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A17.1 and Louisiana Maintenance Contract.

**HYDRAULIC UNIT:** The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A17.1 and Louisiana Maintenance Contract. The inspection shall include annual relief valve and no load cylinder tests (per inspection). Contractor shall test, calibrate and seal the relief valve in accordance with ANSI/ASME A17 and Louisiana Maintenance Contract. Hydraulic elevator is an elevator moved by a fluid under pressure, acting upon a piston. The majority of hydraulic elevators have a single piston/cylinder design. The cylinder is usually buried in the ground as deep as the building's height. The hydraulic fluid, normally a paraffin based anti-wear hydraulic oil, is designed for operation under high temperatures and pressures. It is stored in a tank in the elevator machine room. When you push a button to go up, a motor begins turning. A screw type pump forces oil from the tank into the cylinder. The pressurized oil forces the piston, which is connected to the elevator car in the up direction. When you want to come down, the oil in the cylinder is released through a valve back into the tank.

**ESCALATOR:** Escalators shall be inspected and tested semiannually in accordance with ANSI/ASME A17.1 and Louisiana Maintenance Contract. An Escalator is a power-driven, inclined, continuous stairway used for raising or lowering passengers.

**DUMBWAITER:** Inspection shall include testing broken rope safety devices (per inspection). The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A.17.1 and Louisiana Maintenance Contract. A dumbwaiter is a self-contained car that is lowered and raised on a vertical path. Dumbwaiters can carry loads from 50 lbs. to 500 lbs. depending on the model chosen. Load examples may be fireplace wood, grocery bags, laundry and paperwork.

**HANDICAPPED LIFT:** Inspection shall include annual testing of safety devices (per inspection). The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A17.1 and Louisiana Maintenance Contract. A Handicapped Unit (sometimes referred to as a Wheelchair Lift) is a powered device designed to raise a wheelchair and its occupant in order to overcome a step or similar vertical barrier.

**COUNTERWEIGHT SAFETY UNIT:** Units with counterweight safeties are usually found on elevators that terminate above working spaces. (Example: Observation Elevator in the State Capitol). The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A8.17.1 and Louisiana Maintenance Contract.

**UNIT WITH WINDUP SAFETY DEVICES:** Windup safeties can usually be found on older elevators. Safety devices are drum type that must be rewound after setting. The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A8.17.1 and Louisiana Maintenance Contract.

**RACK & PINION UNIT:** Are powered by a motor driving a pinion gear. Because they can be installed on a building or structure's exterior and there is no machine room or hoist way required, they are the most used type of lift for buildings under construction. The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A.17.1 and Louisiana maintenance contract.

**TEMPORARY ACCEPTANCE TEST:** This inspection shall be ordered by a Building Manager, General Contractor, or Architectural/Engineering Firm. Unit must pass safety test before a unit can be used by employees. Temporary acceptance shall be for Building employees, Movers, Contractors, Vendors, and etc., until the final acceptance test and inspection can be completed.

**FINAL ACCEPTANCE TEST:** Final Acceptance testing shall be for new or modernized units (per inspection). Upon final acceptance, unit must have passed all required tests and performance requirements of Architectural/Engineering specifications. After meeting all requirements, unit shall become available to the riding public.

**PLAN REVIEW/GUIDELINE SPECIFICATION:** This review shall be ordered by Building Managers or their representatives and Architectural/Engineering Firms. Guideline Specification shall spell out the work required of all labor, materials and services required for the complete installation (including operational verification) of all the equipment required for the elevator. Contractor must be capable of writing detailed elevator guideline specifications for customized vertical transportation on either modernized or new installations.

**COMPLIANCE CHECK INSPECTION:** Is a return visit for a compliance check on any unit. Contractor shall perform a compliance visit on elevators with deficiencies within 90 calendar days of the previous inspection to insure deficiencies have been resolved.

**DI-ELECTRIC TESTING:** Contractor shall perform an installation resistance test on motors and generators (M-G sets) windings and commentors with a meg-ohm meter.

**FULL LOAD SAFETY TEST:** Contractor shall witness and certify all full load tests performed by the Elevator Maintenance Contractor. Building owners must have a full load inspection test conducted on their traction elevators every five years.

**FIREFIGHTER'S SERVICE:** Contractor shall inspect and test elevator fire fighter service on all required inspections. This service is manually or automatically operated equipment which, when activated, initiates an alarm through an alarm-signaling device. Alarm signal is an audible or visual signal, or both, indicating the existence of an emergency fire condition. Audible devices may be bells, horns, chimes, speakers or similar devices.

**TRACTION UNIT:** Is an elevator that uses cables to move the car. The Contractor shall inspect and test semiannually in accordance with ANSI/ASME A17.1 and Louisiana Maintenance Contract.

### **3.0 PROPOSAL INFORMATION**

#### **3.1 Mandatory Requirements**

Proposers of this RFP must meet the following mandatory requirements. Failure to respond to or comply with any of the following will result in disqualification of the proposal.

1. The Proposer must satisfy at least one of the criteria below. This RFP requires evidence of authority to sign and submit proposals to the State of Louisiana. The Proposer shall provide documentation to support one of the following:
  - a. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the LA Secretary of State **or** a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the LA Secretary of State. **A copy of the annual report or partnership record must be attached to the proposal.**

OR

  - b. The signer of the proposal is either a registered agent or a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, notarized articles of organization (in the case of an LLC), or most recent tax return (in the case of a sole proprietorship). **A copy of the resolution, certification or other supportive documents must be attached to the proposal.**

OR

- c. The Proposer has filed with the LA Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be attached to the proposal.**

OR

- d. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Purchasing. **A statement confirming such registration must be attached to the proposal.**

2. Proposers must meet the following mandatory qualifications:

- a. Proposer must be authorized to do business in the State of Louisiana and maintain such status during the period of the contract. A physical office in Louisiana shall not be required;
- b. Proposer must employ or subcontract with at least five (5) certified inspectors. The Inspectors shall meet the qualification requirements of the ASME QEI-1 and any mandated state licensing requirements. Inspectors and Inspection Supervisors shall be certified by an organization accredited by ASME in accordance with the requirements of ASME QEI-1. The proposer should provide in proposal all documented proof of education and training for each inspector proposed; and
- c. Paper copies of the three (3) most recently completed annual financial statements, completed within the last five (5) years, with at least one audited by an independent CPA (with management letter attached), must be included. One set of financial statements may be submitted with your proposal and must be clearly labeled. The financial statements should be detailed enough to analyze and assess the Proposer's financial position. Financial statements of the parent company shall be acceptable. If a parent company's financial statements are submitted, a document verifying the relationship between the parent company and the Proposer must also be submitted.
- d. Proposer must complete and sign Attachment C, Fee and Cost Proposal Form, which identifies the maximum total cost for all services required as described in Attachment A, Scope of Services.

### 3.2 Determination of Responsibility

Determination of the provider's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code Title 34, Part V, Section 136 (Determination of Responsibility). The State must find that the proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule;
4. Has a satisfactory record of integrity, judgment, and performance; and
5. Is otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

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

### 3.3 RFP Addenda

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted at:

<http://doa.louisiana.gov/orm/rfp.htm> and at the LaPAC site at:

<http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>

The State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### 3.4 Waiver of Administrative Informalities

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

### **3.5 Proposal Rejection/RFP Cancellation**

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

### **3.6 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator identified in Section 2.2.

### **3.7 Subcontracting Information**

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 State shall have a single prime Contractor, and that prime Contractor shall be responsible for all deliverables.

### **3.8 Ownership of Proposal**

All responses become the property of the State and will not be returned to the proposer. All material submitted regarding and in response to the RFP becomes the property of the State of Louisiana. The State shall have the right to use all ideas or adaptations of the ideas contained in any offer received in response to this Request for Proposal. Selection or rejection of this response will not affect this right.

### **3.9 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 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 may be rejected without further consideration or recourse.**

**NOTE:** In the event a proposer desires to claim exemption from public disclosure, confidential data should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Each page of the proposal claimed to be exempt must be clearly identified as "confidential".

### **3.10 Cost of Preparing Proposal**

Costs of developing the response are entirely the responsibility of the proposer, and shall not be reimbursed in any manner. The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering in to 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 are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### **3.12 Contract Award and Execution**

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

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

The selected proposer will be expected to enter into a contract, which is substantially the same as the sample contract included in **Attachment "F"**. **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 their proposal any exceptions or exact contract deviations that their firm desires to negotiate. Negotiations may begin with the announcement of the selected proposer. Due to the time constraints in contracting with respondents, companies that are unable to agree to the non-negotiable terms in Section 6.0 should not submit proposals in response to this RFP.

### 3.13 Code of Ethics

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

### 3.14 Conflict of Interest

If an award is made to an elevator maintenance contractor to perform elevator inspections under this contract, that contractor must not enter into any contract with the State of Louisiana or any State agency to perform elevator maintenance during the term of this elevator inspection contract, or this contract shall be terminated.

### 3.15 Disqualification

The State reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel, and proposers must agree to provide and release necessary authorizations for the State to verify any of the proposer's previous work. Misstatements of experience and scope of prior projects shall be grounds for assigning zero or fewer points during the evaluation of the proposal.

### 3.16 Right to Protest

Any proposer who is aggrieved in connection with the Request for Proposals or award may protest to the Head of the agency issuing the proposal, at which time the agency shall notify the Office of Contractual Review that a protest has been lodged. Said protest shall be in writing and state fully the reason(s) for the protest. A protest must be filed at least 14 days prior to the date for receipt of proposals. Protests with respect to an award shall be submitted within 14 days after the award has been announced by the agency.

## 4.0 RESPONSE INSTRUCTIONS

### 4.1 Proposal Submission

Firms/Individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section.

The fully completed proposal copies must be delivered at proposer's expense, and received in hard copy (printed) by the RFP Coordinator on or before 4:00 PM Central Time on the date specified in the Calendar of Events, Section 2.4

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. **Fax or e-mail submissions are not acceptable.** For courier delivery, the street address is **1201 North 3rd Street, Ground Floor, Suite G-192, Baton Rouge, Louisiana 70802-5243** and the telephone number is (225)342-8500.

It is solely the responsibility of each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposer is solely responsible for ensuring that its courier service provider (if used) makes inside deliveries to our physical location. The State is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposals received after the deadline will not be considered. Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

One original proposal shall be submitted to the RFP Coordinator at the address specified. An additional three copies of the proposal should also 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 using the Certification Statement Attachment "D"**. The original should be clearly marked or differentiated from the copies. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

### 4.2 Proposal Format

The proposal must be signed by those company official(s) or agent(s) duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a Board Resolution granting such authority shall be submitted, if proposer is a corporation. (See Attachment "E")**

Proposer should submit a proposal which should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described in the order indicated below. The headings and subheadings should be separated by tabs. All required documentation should be submitted in the order that the requirements are numbered.

#### **4.2.1 Corporate Background and Experience**

The proposer should give a description of the company including a brief history, corporate structure and organization, and number of years in business. In addition, the Proposer should respond to the following:

- a) Where is the central office of your company located?
- b) Do you presently have an office in Louisiana?
- c) From what offices will services be furnished?

The proposer should also provide detailed information of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Three (3) references that can attest to the proposer's ability to provide the services specified should be provided. The Proposer should provide three (3) letters of reference on customer's letterhead describing the services provided, customer satisfaction, problem resolution, and other relevant factors. The State reserves the right to contact client references to verify information in proposal.

If subcontractors are proposed, the Proposer should provide the above information for each subcontractor.

NOTE: Proposers must include in their proposal the previous three (3) years financial statements, one of which must be audited. See Section 3.1 (2c) for more information.

#### **4.2.2 Proposer and Project Staff Qualifications and Experience**

The proposer should provide detailed information about the experience and qualifications of the proposer's personnel considered key to the success of the project inclusive of all subcontractor staff. The information provided should clearly provide evidence of the proposed inspectors' mandatory qualifications described in Section 3.1 of this RFP.

The Proposer should clearly identify each staff member who will be assigned any responsibility under this contract. The Proposer should include a detailed resume for each staff member. Each resume should be in sufficient detail to analyze the proposed person's qualifications and should include education, training, certifications and related experience.

#### **4.2.3 Approach and Methodology**

This section should include a written narrative to demonstrate the proposer's method of satisfying the requirements of the Scope of Services. The language of the written narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

The Evaluation Committee will consider, at a minimum, the following:

1. Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the State.
2. Proposer's functional approach in providing the services.
3. Proposer's functional approach in identifying the tasks necessary to meet requirements.
4. Proposer's approach to Project Management and Quality Assurance, providing the methods of internal quality control.
5. A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
6. Proposer's capability to respond to all emergency calls within 48 hours of notification.

#### **4.2.4 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (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.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

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

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

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

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.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://legis.la.gov/lss/lss.asp?doc=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.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianafoward.com/index\\_2.asp](https://smallbiz.louisianafoward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurs, 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/iri/portal/anonymouse?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymouse?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

#### **4.2.5 Cost**

The Proposer shall provide a firm, fixed unit price for each of the items listed on Attachment C, Cost Proposal. Proposers who fail to provide a price for each of the items shall be disqualified. Prices shall be firm for three years. Prices for tests shall include annual no-load and pressure tests. All prices shall include labor, supplies, equipment, copies, postage, incidentals, overhead, materials, and travel expenses. No additional costs shall be reimbursed.

## **5.0 EVALUATION AND SELECTION**

### **5.1 Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team to be designated by the State, which will determine the highest-scoring proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP. No preliminary conclusions or results will be given out until the evaluation team has completed the entire evaluation process and the formal announcement of selected proposer has been made.

## 5.2 Mandatory Requirements

All proposals will be reviewed to determine compliance with the mandatory requirements as specified in the RFP. **Proposals found not to be in compliance with the mandatory requirements will be rejected from further consideration.**

## 5.3 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal and the criteria listed in Sections 5.4 through 5.7. A maximum # points will be awarded and scoring will be as follows:

CRITERIA	MAXIMUM SCORE
Corporate Background and Experience	50 POINTS
Proposer and Staff Qualifications and Experience	50 POINTS
Approach and Methodology	50 POINTS
Cost	50 POINTS
Veteran/Hudson Initiative	22 POINTS
<b>TOTAL SCORE</b>	<b>222 POINTS</b>

## 5.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

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

Reserved points shall be added to the applicable proposers' evaluation score as follows:

### Proposer Status and Reserved Points:

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

## 5.5 Cost

The Proposer with the lowest total cost on Attachment C shall receive 50 points. (**TOTAL COST = Unit Cost X Avg. # of Unit inspections/YR X 3YR. Contract.**) Other Proposers shall receive points based upon the following formula:

$$\text{Lowest proposed total cost divided by Proposer's total cost X 50 Points} = \text{Points Assigned}$$

Note: Total cost shall be used for cost evaluation purposes only.

## **5.6 Announcement of Contractor**

The Evaluation Team will compile the total scores on a consensus basis and make a recommendation to the Head of the agency on the basis of the highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## **6.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **6.1 Corporation Requirements**

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

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall file a Disclosure of Ownership form, or if outside of Louisiana, a Certificate of Authority with the Louisiana Secretary of State upon the award of the contract.

### **6.2 Billing and Payment Terms**

The Office of Risk Management will endeavor to pay substantiated itemized invoices within thirty (30) days of receipt. Payment will be made only on approval of State's Loss Prevention Manager, or his/her designee. The State 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. Each monthly invoice shall include: date inspection performed, identification number/label and building of each elevator inspected, quantity and type of each inspection and/or service provided, as well as the unit and total cost for each.

### **6.3 Confidentiality of State Information**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties. Under no circumstance is the Contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Commissioner of Administration.

### **6.4 Board Resolution**

The Contractor, if a corporation, shall secure and attach to the contract a formal, dated Board Resolution (**Attachment "E"**) indicating the company official/agent is a corporate representative and authorized to sign said contract.

### **6.5 Insurance Requirement**

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 as explained in (**Attachment "B"**).

## SCOPE OF SERVICES

### Overview/Purpose

State offices are housed in various state-owned and leased buildings throughout the State. This contract will be for inspection of elevators, escalators, dumbwaiters, and handicapped lifts at various locations throughout the State. Reports shall be provided through electronic means, via a secure website or email, within ten (10) business days of inspection to the building owner and Office of Risk Management. Locations shall include general office buildings, universities and hospital facilities. A complete List of locations can be viewed on ORM's website <http://doa.louisiana.gov/orm/rfp.htm>

### Tasks and Services

Contractor shall maintain a toll-free phone line, fax line, capability for electronic data interfacing and/or on site processing.

Each elevator, escalator, dumbwaiter, and handicapped lift shall be inspected at least twice annually or more frequently as determined by the owner of the building and requested in writing by the Office of State Buildings or the Office of Risk Management. All services must be in compliance with federal, state, and local laws regarding Elevator Testing and Inspection.

The inspection contractor shall post all reports on the ORM website within 10 business days of the inspections.

Contractor shall schedule the inspections, notifying bldg. owner/manager, and elevator contractor. Contractor shall be capable and competent to perform the required no-load safety test without the elevator maintenance contractor being present. Contractor shall witness and certify the maintenance contractor performing the entire required full load safety test.

Inspections will include complete examination and operation of:

- car and hoist way doors
- machines and motors
- brakes
- hoist way equipment
- panels
- all other equipment in accordance with appropriate ANSI codes

Tests shall include:

- relief valve and no-load cylinder pressure tests
- no-load governor safety devices tests (the fast tool is not required or necessary to perform these tests. If it is required on some micro-processor equipment, this equipment shall be exempt from these tests)
- di-electric breakdown tests on all motor and generators
- emergency power operation tests
- tests of fire fighters service phase I and II on emergency power and normal power
- kinetic energy and door pressure
- door opening and door closing speeds
- all other tests in accordance with appropriate ANSI codes

When deficiencies are noted in a regular inspection, the contractor will make a compliance visit within 90 calendar days of the initial inspection to verify that all deficiencies have been corrected. Inspection contractor shall notify the State Fire Marshal's Office of all deficiencies that are found non-compliant after the 90 day re-inspection. Deficiencies will be corrected by the building owner and/or the elevator maintenance contractor.

Inspection contractor shall provide the following administrative services with regard to the follow-up and correction of deficiencies found during an inspection:

1. Inspection Contractor must have the resources to track the deficiencies on a timetable and prioritize them for completion. Resources may include additional personnel, tracking computer software, etc.

2. Inspection contractor must communicate and coordinate with the building owner to expedite the correction of the deficiencies.
3. Inspection contractor must communicate with the elevator maintenance company, when needed, to fully explain the deficiencies and to express correction priorities.
4. Once deficiencies are corrected, inspection contractor must observe and/or re-inspect the elevator or escalator to verify corrections were completed satisfactorily.
5. Inspection contractor shall contact the Office of the State Fire Marshal, within ten (10) business days of finding unresolved deficiencies during the re-inspection, on behalf of the building owner and/or ORM to obtain direction on such issues.
6. Inspection contractor must report outcomes of the above duties to the building owner and the Office of Risk Management.

Contractor shall be prepared to provide testimony in support of findings and recommendations if requested to do so by the Office of Risk Management or Office of State Buildings.

**Inspections related to insurance claims shall be specifically excluded for payment under this contract unless prior approval has been granted by the Office of Risk Management's Loss Prevention Manager or State Risk Administrator.**

### **Deliverables**

#### **The Contractor shall provide:**

- A schedule indicating inspections to be performed and the date of the inspection
- A report of test results, findings and preliminary recommendations presented to ORM and the owner at completion of inspection
- A comprehensive report outlining the inspection procedure, tests completed and results, findings and recommendations for each device inspected. Reports shall be provided through electronic means, via a secure website or email, within ten (10) business days of inspection to the Office of Risk Management and the Office of State Buildings.
- Any/all calculations, data, or other information required and approved by ORM in order to effect timely payment of invoices and/or for justification of amendments.

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

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.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE****1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**2. Commercial General Liability**

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

**3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**4. Blanket Fidelity Bond OR Crime Coverage, including Employee Theft**

Blanket Fidelity Bond Coverage shall have a minimum limit per occurrence of \$25,000 and shall be for the benefit of the State of Louisiana for loss resulting from dishonesty of Contractor's employees that are engaged in performing work under this contract. A Blanket Crime insurance policy, with a minimum of \$25,000 per occurrence for Employee Theft and endorsed to include the State of Louisiana as a named insured, is acceptable in lieu of the fidelity bond.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

**C. OTHER INSURANCE PROVISIONS**

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

**1. General Liability and Automobile Liability Coverages**

- a. The State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to The State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers
- b. The Contractor's insurance shall be primary as respects the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers. Any insurance or self-insurance maintained by the State shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers for losses arising from work performed by the Contractor.

## 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Office of Risk Management. 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.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with a 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 as required in the contract.

## **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Office of Risk Management 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 Office of State Buildings before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Office of Risk Management 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 such insurance as above provided, this contract, at the election of the Office of Risk Management, 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.

## **F. 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 Office of Risk Management reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers 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 and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, State Departments, State Agencies, State Boards and Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**COST PROPOSAL**

	<u>Unit Cost</u>	Avg. # <u>Units*</u>	# of Yrs in <u>Contract</u>	<u>Total Cost</u>
1. High rise unit, 15 or more floor landings, include annual no load and di-electric breakdown tests (per elevator inspection).....	\$ _____	x <u>12</u>	x 3	= \$ _____
2. Low rise unit, under 15 floor landings, include annual no load and di-electric breakdown tests (per elevator inspection).....	\$ _____	x <u>5</u>	x 3	= \$ _____
3. Hydraulic unit, include annual relief valve and no load cylinder tests (per inspection)....	\$ _____	x <u>1,187</u>	x 3	= \$ _____
4. Escalator (per inspection).....	\$ _____	x <u>91</u>	x 3	= \$ _____
5. Dumbwaiter, include testing broken rope safety devices (per inspection).....	\$ _____	x <u>37</u>	x 3	= \$ _____
6. Handicapped lift, includes annual testing of safety devices (per inspection).....	\$ _____	x <u>84</u>	x 3	= \$ _____
7. Unit with counterweight safeties (per inspection).....	\$ _____	x <u>5</u>	x 3	= \$ _____
8. Unit with wind up safety devices (per inspection).....	\$ _____	x <u>22</u>	x 3	= \$ _____
9. Rack and pinion unit (per inspection).....	\$ _____	x <u>5</u>	x 3	= \$ _____
10. Temporary inspection tests (per inspection).....	\$ _____	x <u>19</u>	x 3	= \$ _____
11. Final acceptance tests for new/modernized units (per inspection).....	\$ _____	x <u>50</u>	x 3	= \$ _____
12. Plan review and guideline specifications (per inspection).....	\$ _____	x <u>12</u>	x 3	= \$ _____
13. Compliance check return visit for any unit (per unit).....	\$ _____	x <u>2,270</u>	x 3	= \$ _____
14. Di-electric breakdown testing of motors and generators (per unit).....	\$ _____	x <u>10</u>	x 3	= \$ _____
15. Witnessing full load safety tests (per unit).....	\$ _____	x <u>98</u>	x 3	= \$ _____
16. Certification of firefighter's service (per inspection).....	\$ _____	x <u>3,588</u>	x 3	= \$ _____
17. Per hour rate for special meetings which shall include: travel costs, non-court appearances	\$ _____	x <u>100</u>	x 3	= \$ _____
18. Hourly rate for administrative/clerical (40 HRS./WK @ 52 weeks/year).....	\$ _____	x <u>2,080</u>	x 3	= \$ _____
TOTAL COST:\$				_____

\* Numbers shown reflect the average of totals from 2010-2011 and 2011-2012.

**The above proposed cost must be firm for ninety (90) calendar days from receipt of proposal**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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. Identify the contact name and fill in the information below:

Date: \_\_\_\_\_
Official Contact Name: \_\_\_\_\_
A. Email Address: \_\_\_\_\_
B. Telephone Number with area code: \_\_\_\_\_
C. Fax number with area code (\_\_\_\_\_) \_\_\_\_\_
D. Mailing Address \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
(2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the scope of services specified therein;
(3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP; and
(4) Proposer's quote is valid for at least ninety (90) calendar days from receipt of proposal;
(5) Proposer understands that if selected as the successful proposer, the company will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_
Typed or Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_
Company Name: \_\_\_\_\_
Address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SIGNATURE of Proposer's Authorized Representative

BOARD RESOLUTION

At a meeting of the Board of Directors for

\_\_\_\_\_

held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, there being a quorum present, the following resolution was adopted,

to wit:

**BE IT RESOLVED**, that \_\_\_\_\_,

or \_\_\_\_\_,

or \_\_\_\_\_, is (are) hereby **authorized and empowered** for and

on behalf of said Corporation, to perform any and all acts requisite and necessary on behalf of said Corporation, **in signing any and all contracts, amendments, and related matters** between the said Corporation and the Office of Risk Management, Division of Administration, Office of the Governor, State of Louisiana, relating to claims filed against the State of Louisiana and/or any named agency or department thereof and/or any individual thereof, which said matter(s) is (are) being handled on behalf of the State by the Office of Risk Management.

BY:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## SAMPLE CONTRACT

Be it known, that on this *(Date)* day of *(month)*, *(year)*, the Office of Risk Management, (hereinafter sometimes referred to as "ORM" or "State") and *(Contractor's name and legal address including zip code)*, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

### SCOPE OF SERVICES

Contractor hereby agrees to furnish by qualified and certified personnel to provide the services on behalf of the State as listed in **Attachment A, Scope of Services**.

### GOALS AND OBJECTIVES

Goals of this contract are to provide qualified and certified personnel to inspect and test elevators and escalators at various locations throughout the State at the request of the owner and prepare and provide findings and recommendations in electronic form to the owner, the Office of State Buildings and to the Office of Risk Management.

### PERFORMANCE MEASURES

The performance of this contract will be measured by the ORM Loss Prevention Manager and the Office of State Buildings, or their designees, who is authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the attached Scope of Services.

**Outcome:** Each elevator or escalator shall be inspected at least twice annually.

**Performance Indicator:** Contractor shall provide the State and the agency with a report of each item of vertical transportation (elevator/escalator) inspected and tested. Reports shall be submitted electronically and reviewed for completeness of testing, comprehensiveness of report, and quality of recommendations.

### MONITORING PLAN

The ORM Loss Prevention Manager, or his/her designee will verify inspection visit forms against submitted invoices, review submitted invoices against the State's database and approve the expenditure of funds under this contract.

### TERM OF CONTRACT

The term of the contract shall be scheduled to begin on mm/dd/yyyy for a period of three (3) years.

### PAYMENT TERMS

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$\_\_\_\_\_. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made only on approval of the ORM Loss Prevention Manager, or his/her designee. (Payment terms to be negotiated.)

Fee structure for elevator inspections, re-inspections, no-load tests, relief valve pressure tests, acceptance tests, witnessing of full load safety tests, di-electric strength tests for motors and generators, field coils and armatures, certification of firefighter's service and emergency power, compliance check return visits for the elevators, escalators, dumbwaiters and handicapped lifts for the State of Louisiana, Office of Risk Management.

Price for each inspection for the period of (contract effective date through contract expiration date) includes annual no-load and pressure tests. **(See Attachment "B" for complete fee schedule).**

It is the Contractor's responsibility to provide written notification to the Office of Risk Management if authorized services and expenses are expected to exceed the contract limitation. Failure to provide written notification and obtain approval prior to exceeding the contract cap may result in non-payment of services and expenses which exceed the contract cap.

### TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be consultant's obligation and identified under Federal tax identification number \_\_\_\_\_.

## **TERMINATION FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or 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. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## **TERMINATION FOR CONVENIENCE**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds for 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 of the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 -1526.

## **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 this contract. All records, reports, documents, or other material related to this 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, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

## **NON-ASSIGNABILITY**

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his 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.

## **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 State shall have a single prime Contractor, and that prime Contractor shall be responsible for all deliverables.

## **INDEMNIFICATION OF THE STATE**

The Contractor agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, expenses and liability arising in any way out of any act or omission of Contractor, its agents, servants, and employees, or any and all reasonable costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other reasonable costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

## **AUDITORS**

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

## **DISCRIMINATION CLAUSE**

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 consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

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

## **AMENDMENTS**

All amendments to the contract will be by mutual agreement of the contract parties and shall be in writing, and signed by duly authorized representatives of both parties and approved by the Director of Contractual Review, Division of Administration.

## **INSURANCE REQUIREMENT**

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 Contractor's bid.

### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$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. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **C. OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages  
The State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
  - a. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
  - b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Workers' Compensation and Employers Liability Coverage**  
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. **All Coverages**  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

**D. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. 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. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

**E. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**ENTIRE AGREEMENT CLAUSE**

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, constitute the entire agreement between the parties with respect to the subject matter.

**ORDER OF PRECEDENCE**

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

**SPECIAL WARRANTIES, REPRESENTATIVES AND DUTIES**

The Contractor shall be required under the terms of the contract to make the following special warranties and representatives:

1. The personnel assigned by the Contractor to perform services shall be qualified to perform the assigned duties. The key staff shall be identified by name along with their education and work experience. Key personnel will not be removed from contract without prior notice to ORM. Key personnel will not be added to contract without prior approval of ORM. Resumes must be submitted with request for approval of additional personnel.
2. The Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes, contributions for employment compensation funds, and shall maintain at the Contractor's expense all necessary insurance for its employees including, but not limited to workers' compensation and liability insurance.
3. The Contractor shall notify the ORM Loss Prevention Manager in writing fifteen (15) days prior to personnel changes removing any officer or key employee whose responsibilities include significant activities related to the contract.
4. The Contractor shall warrant that all agents, whether an officer or employee, will act in an independent capacity concerning the terms of the contract and will not act as or be considered employees of the State nor be entitled to any benefits or privileges accorded to public employees, insofar as such benefits and privileges are related to the contract.
5. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.
6. ORM shall have the right to perform an independent organization audit or evaluate the firm's performance under the terms and conditions of the contract. (ORM has not contracted with an independent organization for this task, but will do so if the need arises.)

**CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 421101 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.

**GOVERNING LAW**

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

**LIAISON**

The Contractor will designate one or more persons from his staff who shall have the duty of acting as a point of contact with ORM to assure the expeditious execution of this agreement.

**SECURITY**

The Contractor will at all times comply with all security regulations in effect at ORM which are made known in writing by ORM to the Contractor.

**ACCESS TO INFORMATION**

ORM will allow the Contractor's personnel timely access to all reasonably necessary records, data and papers.

**RECORD RETENTION**

The Contractor agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R.S.44:1 et seq.

**CONFIDENTIALITY OF STATE 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 this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the State. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that 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.

**REPRODUCTION, PUBLICATION AND USE OF MATERIAL**

ORM shall have unrestricted authority to reproduce, publish, distribute and otherwise use in whole or in part, any manuals, reports, data or other materials prepared in connection with this contract or in performance hereof.

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 as of this day of *(enter date)*.

Witness Signatures:

State Agency Signatures: