



LOUISIANA Housing Corporation

REQUEST FOR PROPOSALS

For

Construction and Compliance Monitoring Services

DATE ISSUED:

DECEMBER 8, 2015

DEADLINE TO SUBMIT RESPONSES:

JANUARY 7, 2016

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 from qualified and experienced Proposers able to provide compliance monitoring services for the LHC’s existing portfolio of federally funded, affordable multifamily and senior housing projects. These developments are located throughout the state of Louisiana and must be monitored for compliance with program rules and regulations.

The source of funds for this RFP may include, but may not necessarily be limited to the Low Income Housing Tax Credit (LIHTC) Program, Tax Credit Assistance Program (TCAP), HOME Investment Partnerships Program, and LHC General Funds.

The Louisiana Housing Corporation 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.

The LHC monitors projects developed using the following funding sources:

1. Low Income Housing Tax Credits (LIHTC) in accordance with Section 42 of the Internal Revenue Code.
2. HOME Investment Partnerships Program in accordance with Title II of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended. The “Final Rule” for the HOME Program is found in 24 CFR Part 92, as amended on July 24, 2013.
3. Multi-Family Mortgage Revenue Bond Financing in compliance with Louisiana State Bond Commission regulations and requirements.
4. Federal Deposit Insurance Corporation (FDIC) Affordable Housing Development in accordance with Land Use Restriction Agreements (LURA).
5. FHA Insured (Risk Share) as authorized under Section 542(c) of the Housing and Community Development Act of 1992 (12 U.S.C. 1707)

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. **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.
4. **HCV** – Housing Choice Voucher
5. **HUD** – U.S. Department of Housing and Urban Development, the federal agency that administers CDBG funds.
6. **LHC** – Louisiana Housing Corporation
7. **LHTF** – Louisiana Housing Trust Fund
8. **LIHTC** - Low Income Housing Tax Credits
9. **NRPP** – Nonprofit Rebuilding Pilot Program
10. **NSP** – Neighborhood Stabilization Program
11. **OCD** – Louisiana State Office of Community Development
12. **Program** - Disaster Recovery Housing Programs and other similar programs yet to be defined, including programs occurring as a result of past and future disasters.
13. **Program Services** – Denotes the services to be provided by the Contractor awarded a contract under this RFP.
14. **Proposal** – A response to a Request for Proposals.
15. **Proposer** – A firm or individual who responds to a Request for Proposals.
16. **REAC PASS** – Real Estate Assessment Center, Physical Assessment Subsystem
17. **RFP** – Request for Proposals
18. **Section 1602** – LIHTC Credit Exchange Program.

- 19. **Shall, Must, Will** – Denotes mandatory language; a requirement that must be met without alteration.
- 20. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
- 21. **State** – The State of Louisiana.
- 22. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
- 23. **TCAP** – Tax Credit Assistance Program

C. Important Dates and Deadlines

RFP published and posted to LHC website	December 8, 2015	
Deadline for submitting written inquiries	December 16, 2015	5:00 p.m.
Deadline for LHC to respond to written inquiries from Proposers	December 18, 2015	5:00 p.m.
Deadline for submitting proposals	January 7, 2016	2:00 p.m.
Formal announcement of selected Proposer(s)	January 13, 2016	
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.*

**Time to be determined*

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: Anita Tillman, Policy Director
Re: RFP for Construction and Compliance
Monitoring Services
2415 Quail Drive
Baton Rouge, Louisiana 70808
E-mail: atillman@lhc.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 **2:00** p.m. Central Time on **January 7, 2016**. 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 four (4) 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
2415 Quail Drive
Baton Rouge, LA 70808
Attn: Anita Tillman

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: **Compliance Monitoring Services**

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 12:00 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 of the proposer;
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 (Blackout Period)

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. The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any LHC employee or services contractor of LHC involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Corporation employees, but also to the Board of Directors and any contractor of the Louisiana Housing Corporation. "Involvement" in the procurement process includes but may not be limited to program management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for

competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

Any violation of this policy by the bidder, proposer, or contractor will be considered as a basis for disqualification from consideration and may be liable to LHC in damages and/or subject to any other remedy allowed by law including rejection of proposal or cancellation/termination of contract. Further, failure to comply with these requirements may result in disqualification. The LHC will produce public records in accordance with LA R.S. Title 44.

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

1. Duly noticed site visits and/or conferences for bidders or proposers;
2. Oral presentations during the evaluation process;
3. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

D. Questions and Answers Regarding the RFP

Proposers may submit written questions concerning the RFP via e-mail to Anita Tillman, at atillman@lhc.la.gov by no later than 5:00 p.m. Central Time on Wednesday, December 16. All questions and answers shall be posted on LHC's website at www.lhc.la.gov by Friday, December 18, 2015 at 5:00 p.m.

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 price and other 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 only on terms not mandated. 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 program 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.

U. Errors and Omissions in Proposals

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

III. Scope of Work

A. Introduction

The Louisiana Housing Corporation is the state’s housing finance agency and provides financing in the form of tax credits, mortgage revenue bonds, and other financing from federal programs to developers for land acquisition, construction, and preservation of multifamily developments.

The Contractor selected under this RFP will be responsible for providing compliance monitoring services for approximately 900 projects that have been placed in service in the current LHC portfolio. The selected Contractor will also be responsible for both construction monitoring and compliance monitoring of any future projects that are funded and placed in service. Pursuant to program rules and regulations, the Contractor shall:

- Monitor the construction and long term compliance of rental housing projects assisted by LHC under various financing programs to determine compliance with federal, state and local laws, rules and regulations;
- Collect, review, and if necessary, follow up with owners on reports and other documents that are required to be submitted (e.g., certifications and annual financial audit reports);
- Maintain the compliance monitoring database using Housing Development Software (HDS);
- Prepare written status reports; and
- Provide technical assistance.

B. Overview

The number of properties inspected by the Compliance Department varies each year due to the required rotation of inspection schedules. Over 4,800 units were physically inspected in FY15. The number of properties assigned to the Department for monitoring generally increases annually. The table below demonstrates the universe of compliance activities projected in 2016:

Scope	Activity	Units to be monitored/inspected in 2016
Construction Monitoring		
	Construction Inspections ¹	2,200 units
Compliance Monitoring		
	Physical Inspections & Tenant File Audits	4,500 units
	Tenant Data Collection & Reporting	913 Properties/50,164 units
Technical Assistance		As needed

¹ The total number of units shown includes multiple site visits per property during construction.

The number of units in monitored properties ranges from one unit to over 600 units. Successful execution of compliance monitoring requires the Contractor to:

1. Ensure that low-income housing properties are decent, safe, sanitary and well-maintained;
2. Ensure that property owners and managers adhere to Regulatory Agreements, Compliance Monitoring Agreements and Fair Housing Laws;
3. Maintain knowledge and awareness of current federal and state legislation, Internal Revenue Service (IRS) laws and rulings, and HUD's annual adjustments in Area Median Income calculations;
4. Ensure that the housing policy objectives of LHC, Congress and HUD are met;
5. Ensure effective and efficient use of allocated funds and protect against fraud, waste, and abuse;
6. Ensure effective and efficient service delivery;
7. Determine risk factors in order to set monitoring priorities; and
8. Identify and implement monitoring objectives for all programs, including:
 - a. Documenting program and compliance rules and adherence to the rules;
 - b. Identifying and tracking program and project results; and
 - c. Identifying innovative tools/techniques that support affordable housing goals.

The LHC Minimum Design Standards, Compliance Monitoring Agreement, Asset Management Procedures, and Fair Housing Principles and Requirements can be found in Exhibit B.

C. Construction and Compliance Monitoring

Contractor shall perform building and unit inspections and review tenant files in projects designated by LHC.

LHC shall designate specific projects to be audited during a given year. Contractor shall propose a schedule to meet the monitoring requirement deadlines. Contractor may propose to perform compliance monitoring earlier to minimize Contractor's costs. The proposed schedule is subject to review and approval by LHC.

At minimum, Contractor shall schedule:

- LIHTC audits in accordance with the Internal Revenue Code and LHC Compliance Monitoring Agreement and Asset Management Procedures;
- HOME and NSP audits in accordance with HUD regulations and applicable state requirements. Initial HOME audits shall be performed within 12 months of project completion; and
- LHTF, TCAP, and Section 1602 audits at least once every three (3) years.

The LHC reserves the right to modify the frequency of audits as deemed necessary by LHC to comply with program requirements.

1. Construction Monitoring

The LHC is responsible for inspections during construction, processing and approving advances of mortgage proceeds during construction, review and approval of cost certification.

LHC's Minimum Design Standards are to be used as a guideline to meet and exceed all local, state, and national codes. When standards appear to conflict, the most stringent standard must be adhered to. These standards also provide a way to enforce above average construction and design for builders, contractors, and design professionals who wish to utilize funding from the Louisiana Housing Corporation.

a. Codes

All construction must comply with Louisiana State Uniform Construction Code (LSUCC), local planning and zoning, and local authorities and jurisdictions. Federal regulations which may pertain to the specific project such as the Fair Housing and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, also apply. It is strongly encouraged that the 2010 ADA/ABA standard be utilized when designing accessible units and public facilities. The selected Proposer will not be responsible for code enforcement. Code enforcement is to be performed by the Authority Having Jurisdiction (AHJ).

b. Energy Efficiency

All residential building envelope designs shall exceed the energy efficiency requirements of the Louisiana State Uniform Construction Code (LSUCC), 2009 International Energy Conservation Code (IECC) and the latest version of Energy Star Qualified Homes standards at the time of funding

Upon receipt of the final plans and specifications, the LHC Construction Compliance Division will perform a review of the documents and issue a letter of approval if applicable.

As construction proceeds, items of non-compliance with applicable state, local, and federal codes that are discovered by LHC or other inspectors shall be corrected at the owner's expense and as approved by the corporation. The LHC and its staff assume no responsibility or liability for errors or omissions in the design and contract documents as prepared by the owner's architect.

2. Projects with Multiple Sources of Funding

In addition to Low-Income Housing Tax Credits, multifamily development projects may be receiving assistance from other federal or state housing programs. Other programs include but are not limited to:

- a. HOME Investment Partnerships Program (HUD)
- b. Affordable Housing Disposition Program (FDIC)
- c. Historic Tax Credits Program
- d. CDBG Program (HUD/La. Office of Community Development)

- e. Non-profit Rebuilding Pilot Program (NRPP)
- f. Affordable Housing Program (Federal HOME Loan Bank)
- g. RD 515 Program (USDA)
- h. Section 8 Program (HUD)
- i. Piggy Back (OCD)
- j. Permanent Supportive Housing Developments (PSH)
- k. Project-Based Voucher Program (PBV)

In cases where monitoring requirements differ between programs, owners/managers should follow the most restrictive requirement. Taking this approach will ensure owners/managers meet the correct requirements and their responsibilities under the Compliance Monitoring Agreements.

3. Compliance and Extended Use Periods

Project owners agree to comply with the applicable program's affordability requirements throughout the compliance period for the project. Owners receiving a commitment of LIHTCs in 1990 or subsequent years execute an extended use agreement for the project which establishes a 15-year low-income occupancy extended use period and a 15-year low-income occupancy compliance period. Project owners receiving LIHTCs between 1987 and 1989 have a 15-year low-income occupancy commitment. A project's regulatory and extended use agreement are is a deed restriction (entitled "Tax Credit Regulatory Agreement of the Louisiana Housing Corporation") that project owners must sign and record in the local parish, clerk of court records at the time that the LIHTC project is placed in service. The agreement establishes the occupancy and affordability requirements, called special conditions, for the property, as well as the owner's obligations to LHC. The owner agrees to the restrictions on the use of the property set forth in the regulatory agreement. The regulatory agreement binds the project owner and all succeeding owners for the full term of the agreement, regardless of whether the regulatory agreement is formally re-executed by the purchaser at the time of sale, assignment or assumption.

4. Physical Inspection Frequency

Depending on the source of funding, projects are inspected on a one, two, or three-year cycle throughout the compliance period. Listed below is the minimum inspection frequency for each program type. LHC reserves the right to conduct inspections more frequently if LHC deems this necessary and appropriate based on the results of a previous inspection or for any other reason(s).

Low Income Housing Tax Credit, Tax Credit Assistance Program (TCAP) and Section 1602 Developments (with no additional sources of LHC funding or assistance) – every 3 years. Inspections for new projects are conducted no later than the end of the second taxable year after the last building is placed in service.

LHC-financed developments (LHTF) - every 12 months.

HOME developments (with or without LIHTC) – Physical inspections are conducted at construction completion; within 12 months of completion; and at least once every three (3) years thereafter. Projects found to have deficiencies must be re-inspected within 12 months of such findings.

- 1-4 HOME assisted units – 100% of units must be inspected
- 5+ HOME assisted units – 20% of the HOME-assisted units and the inspectable items for each building with HOME-assisted units, but not fewer than four (4) units in each project and one HOME-assisted unit in each building.

Developments with multiple sources of funding – Physical inspection frequency defaults to the most restrictive program requirement.

5. Physical Condition Standards

Projects must comply with all state and local building, health and fire codes as well as the Uniform Physical Condition Standards (UPCS)². The owner/management agent must notify the LHC inspector of any local code violations, regardless of whether or not the violations have been corrected.

Treasury Regulation 1.42-5 outlines UPCS) as the inspection protocol for the LIHTC program. The UPCS is defined in Federal Register 24 CFR, Parts 5 and 200 and is the standard used by HUD REAC PASS inspectors. The UPCS:

- Identifies the five inspectable areas (Site, Building Exterior, Building Systems, Common Areas, and Units) and exigent health and safety hazards.
- Standardizes definitions for inspectable items.
- Provides uniform, objective protocol for training inspectors to perform inspections of all property types and sizes, at any location.

LHC Compliance Monitoring oversees physical inspections for several LHC-administered housing programs, some of which have physical condition standards over and above UPCS. When conducting physical inspections, the following physical inspection standards will be applied:

- A. Contractor shall perform unit and building inspections using the following inspection standards:
1. **LIHTC, LHTF, TCAP, and Section 1602** - Contractor shall conduct Uniform Physical Condition Standards (UPCS) inspections. The UPCS inspection standards are incorporated by reference in this RFP:
[\[http://www.hud.gov/offices/reac/products/pass/pass_def_revised.cfm\]](http://www.hud.gov/offices/reac/products/pass/pass_def_revised.cfm).
 2. **HOME and NSP** - Contractor shall conduct Uniform Physical Condition Standards (UPCS) inspections. The UPCS inspection standards are

² HQS is only utilized with vouchers or NRPP. UPCS is replacing HQS as dominate HUD standard.

incorporated by reference in this RFP:

[\[http://www.hud.gov/offices/reac/products/pass/pass_def_revised.cfm\]](http://www.hud.gov/offices/reac/products/pass/pass_def_revised.cfm).

3. **HOME TBRA** - Contractor shall determine that inspections are performed in accordance with HUD requirements.
 4. **LIHTC with LHC or Government Financing** (i.e. PBV with LIHTC, HOME with LIHTC, Bond with LIHTC, etc.) – Contractor shall conduct Uniform Physical Condition Standards (UPCS) inspections.
 5. **FHA-Insured Developments** – HUD REAC Inspection Standards, timeline and system is required.
- B. Contractor’s inspectors must be HUD UPCS certified and shall perform UPCS physical inspections of all buildings, including unit features, project amenities and grounds (including landscaping) to evaluate overall appearance and compliance requirements. Findings must be indicated on a Physical Inspection Report.
- C. Contractor shall inspect and report findings for Fair Housing, Section 504, Americans with Disabilities Act, and other related requirements.
- D. Contractor shall review local health, safety, or building code violation reports or notices that have occurred. Contractor shall review all violations and corrective actions taken and document whether the buildings and/or units are suitable for occupancy. This information must be documented in an Audit Report.
- E. If necessary, Contractor shall perform subsequent inspections to ascertain if findings have been adequately addressed and report status to LHC.

6. Unit Selection

LHC reserves the right to require the Contractor to inspect a higher percentage of units if LHC deems this necessary based on the results of a previous inspection or for any other reason(s).

- A. Minimum percentage of units for each program type that will be inspected:
1. **LIHTC, LHTF, TCAP, and Section 1602** - 20% of the low income units in the project, not to include market rate units.
 2. **Initial HOME Audits** - 100% of the HOME assisted units.
 3. **Subsequent HOME Audits** - 20% of the HOME assisted units with a minimum of one in each building or higher as set forth by HUD through notice.
 4. **Subsequent NSP Audits** – All new move ins or a minimum of 20% of the NSP assisted units. Currently, the NSP program does not require performance of annual re-certifications.
 5. **LHC-Financed Projects** - 20% of the total units in the development (including restricted and market-rate units).
 6. **Developments with Multiple Funding Sources** – The number of units to inspect defaults to the most restrictive program requirement.

7. Tenant File Audits

As provided in compliance monitoring regulations, LHC (or a contractual agent authorized by LHC) has the right to review a project's Tenant/Unit Files, Development File, and record-keeping and record retention files. The reviews may be conducted in-house (at LHC offices) or on-site at a tax credit project as deemed necessary throughout the compliance period (initial 15 year and extended use). LHC has the right to conduct the file audits at any time, without notice. However, notice typically will be provided to the owner/management agent and the general procedures will usually be followed.

Tenant file audits ("file audits" or "audits") are required to determine if owners of housing developments funded under certain government programs (i.e. LIHTC, HOME, Bonds, etc.) are complying with federal and state regulations. Compliance with these regulations includes certifying the incomes of tenants, ensuring that rents charged are within program guidelines and ensuring that residents meet program and project eligibility.

Contractor shall conduct LIHTC audits in accordance with the Internal Revenue Code, LHC Compliance Monitoring Agreement and Asset Management Plan. Contractor shall perform HOME and NSP audits in accordance with HUD regulations and applicable state requirements.

8. General Scope of Tenant File Audits

To determine if the unit is in compliance with applicable program/project rules and regulations, the file auditor will review the following information:

- A. Contractor shall review tenant files to determine compliance with applicable program rules and regulations. Contractor's review shall include, but not be limited to, the following, depending on program requirements:
 1. Initial tenant certification along with verifications and supporting documentation used to determine income/asset;
 2. Current income certification along with verifications and supporting documentation to determine income/asset;
 3. Determine if household is qualified under the appropriate program income limit;
 4. Deductions and allowances (i.e., medical, elderly and dependent) for each household and the documentation used to determine those deductions and allowances, if required by program;
 5. Supplemental documentation (i.e., social security cards, birth certificates, etc.), if required by program;
 6. Composition of each household, related student status, and elderly status, if applicable;
 7. Re-certifications for each household, if required by program;
 8. Rent amount charged to each household under the appropriate program limits;
 9. Appropriate utility allowances are used;

10. Executed lease agreements and appropriate lease terms required by program;
11. Identify prohibited lease agreements provisions;
12. Determine that for pre-1978 projects, the proper lead pamphlet receipts, lead hazard evaluations, and lead hazard reduction notices are on file for required programs;
13. Verify that Owner/Managing Agent conducts annual inspections;
14. Verify that Owner/Managing Agent follows tenant selection policy;
15. Consistency of the information provided in tenant files, on reports submitted by the Owner, the rent roll, and lease agreements;
16. Determine if set-asides have been met under the applicable programs;
17. Determine that the Next Available Unit Rules are followed under the applicable programs;
18. Obtain the current number of vacant units and vacancy percentage. If the percentage of vacancy is 10% or higher, obtain written explanation and improvement plan for addressing the vacancy issue; and
19. For HOME Tenant-Based Rental Assistance (TBRA) audits, Contractor shall complete applicable sections of Exhibit 7- 10, Guide for Review of Tenant-Based Rental Assistance (TBRA) Program (6509.2 REV-6) to provide to LHC. Exhibit 7-10 is incorporated by reference in this RFP:
[\[www.hud.gov/offices/cpd/library/monitoring/doc/7-10.doc\]](http://www.hud.gov/offices/cpd/library/monitoring/doc/7-10.doc). Additional monitoring forms may be required for HOME and NSP.

B. Contractor shall:

1. Schedule and provide written notice to the Owner and Managing Agent at least 30 days prior to the commencement of the typical³ audit.
2. Verify with Owner/Managing Agent that tenants have been provided with written notice of the scheduled unit and building inspections;
3. Perform unit and building inspections in conjunction with file reviews; and
4. Meet with Owner and Managing Agent to discuss audit findings, if representatives are available at the completion of the audit.

9. File Audit Frequency

Depending on the source of funding, projects are audited on a one-year or three-year cycle for the duration of the compliance period. Listed below is the minimum file audit frequency for each program type. LHC reserves the right to conduct audits more frequently if LHC deems this necessary and appropriate based on the results of a previous tenant file audit or for any other reason(s).

Low Income Housing Tax Credit (LIHTC or tax credit), Tax Credit Assistance Program (TCAP) and Section 1602 developments – File audits are conducted every 3 years. Initial file audits for new buildings are conducted no later than the end of the second taxable year after the last building is placed in service.

³ Shorter notice is allowed on a case by case basis.

LHC-financed developments (with or without LIHTC) – File audits are conducted every three years, or at the request of the LHC. LHC-financed developments include bond projects.

HOME developments (with or without LIHTC) – File audits are conducted at construction completion; within 12 months of completion; and at least once every three (3) years thereafter. Projects found to have deficiencies must be re-inspected within 12 months of such findings.

- 1-4 HOME assisted units – 100% of files must be audited
- 5+ HOME assisted units – 20% of the HOME-assisted units, but not fewer than four (4) files in each project and one HOME-assisted file in each building must be audited.

10. Number of Files Audited

Listed below are the minimum percentages of files for each program type that will be audited. LHC reserves the right to review a higher percentage of files, if LHC deems this necessary and appropriate based on the results of a previous tenant file audit or for any other reason(s).

Low Income Housing Tax Credit, Tax Credit Assistance Program (TCAP) and Section 1602 Developments - 20% of the restricted units in the development.

LHC Financed Developments - 20% of the restricted units in the development.

Developments with multiple sources of funding – File audit frequency defaults to the most restrictive program requirement.

11. Audit Reports

A. Audit Report.

Within 30 calendar days from the date the audit was performed, Contractor shall provide the Owner with a written Audit Report and submit copies to the Managing Agent and LHC.

Contractor shall indicate in the Audit Report whether the project complies with program requirements, including health, safety and building codes.

For all units with potential compliance issues, the Audit Report must indicate the following:

1. The compliance issue by program, along with recommendations for corrective action
2. The date the identified unit(s) was determined to be non-compliant;
3. The deadline for taking corrective action;
4. Any applicable HOME/NSP units; and

5. For LIHTC audits, indicate on the audit reports that the LHC must file IRS Form 8823, Low-Income Housing Credit Agencies Report of Noncompliance or Building Disposition, with the Internal Revenue Service for noncompliance, even when corrected. IRS Form 8823 is incorporated by reference in this RFP [www.irs.gov/pub/irs-pdf/f8823.pdf].

If Owner requests an extension to the correction deadline, Contractor shall consult with LHC and notify Owner of the decision on the requested extension.

B. Final Summary Report.

Upon review of the Owner's/Managing Agent's response to the Audit Report, Contractor shall provide a final summary report to the Owner (with a copy to the Managing Agent). The final summary report shall indicate whether (a) the response is acceptable and the compliance issue(s) has been resolved or (b) the compliance issue(s) remains outstanding and the recommended/required corrective action(s) to be taken.

Contractor shall forward a copy of the final summary report to LHC along with summary responses from the Owner/Managing Agent.

1. For LIHTC audits, Contractor shall use the current "Guide for Completing Form 8823 Low-Income Housing Credit Agencies Report of Noncompliance or Building Disposition" and other IRS guidance to recommend to LHC if issues shall be reported to the IRS. The Guide is incorporated by reference in this RFP [https://www.novoco.com/low_income_housing/lihtc/8823_guide.php].
2. Contractor shall prepare IRS Form(s) 8823 for LHC for submission to the IRS. Contractor shall provide the necessary explanation and/or supporting documentation needed for filing IRS Form(s) 8823.
3. For all programs, Contractor shall assist LHC in preparing any other reports required by the IRS and/or HUD.
4. Contractor shall prepare updated final summary reports as requested by LHC.

C. Follow-up

In the event Owner fails to provide a response to audit findings by the correction deadline, Contractor shall follow-up with Owner, notifying LHC and appropriate agencies of Owner's failure to respond.

Contractor shall work with Owner/Managing Agent to correct outstanding compliance issues and report status to LHC within 30 days of follow-up with Owner.

Contractor shall be available to discuss responses from Owner/Managing Agent.

12. Reports

Owners must submit to LHC reports pursuant to program rules and regulations.

- A. Contractor shall be responsible for:

1. Collecting and reviewing all required reports including annual financial audit reports;
 2. Determining if set-asides have been met;
 3. Determining if the Next Available Unit Rules have been followed;
 4. Electronically tracking the submission of reports;
 5. Promptly sending reminder notices to Owner/Managing Agent for outstanding reports (e.g., Annual Reports for LIHTC, LHTF, HOME and NSP projects; Status Reports for LHTF projects), compliance issues, or incomplete data and submissions; and
 6. If applicable, collecting and transmitting reports to HUD.
- B. Contractor shall prepare the following status reports for LHC:
1. Quarterly Status Reports, in a format acceptable to LHC, shall be submitted within 10 days from the close of each quarter. The report shall include, but is not limited to, the following information:
 - a. Status of audits conducted during the quarter;
 - b. Status on any outstanding audits; and
 - c. Audit schedule for subsequent quarter.
 2. Annual Summary Reports, in a format acceptable to LHC, shall be submitted within 30 days from the end of each contract year. The report shall include, but is not limited to, the following information:
 - a. Summary of annual/quarterly reviews and compliance monitoring audits for projects assisted by LHC;
 - b. Results of reviews and audits, including follow-up with Owners; and
 - c. A list of compliance issues identified for each project and description of corrective action(s) taken.

13. Tenant Data Reporting System

("HERA"). Beginning September 30, 2010, HERA requires state housing finance agencies to annually collect and submit to HUD certain demographic data regarding the residents living in tax credit projects.

LHC collects the required data for each resident in the project through the online tenant data reporting system and annually submits the data to HUD.

Name of Software Program: HDS Web Tenant Compliance (WTC)

Owners and managers of LIHTC projects must report the annual income, rent charged and additional resident demographic information for each restricted unit in the development to LHC through the on-line tenant data reporting system - WTC. This data must be entered on an on-going basis as transactions occur (e.g. move-in, move-out, recertification, rent changes, etc.)..

Tenant Data Reporting for Restricted Units

- A. The owner/management agent must enter the following information into WTC for each restricted unit in the project:
1. Number of qualified low-income units;
 2. Information on each low-income tenant (every household member)

- a. tenant name
 - b. social security number
 - c. date of birth
 - d. move-in date
 - e. number of people in the household
 - f. annual income
 - g. rent charged for each unit
3. Move-in date and move-out date for all tenants (including market rate tenants); and
 4. HUD's required demographic data; and
 5. Such other information as is set forth in the system and required by LHC

Tenant Data Reporting for Restricted Units

For market rate units (unrestricted), the move-in date and move-out dates for all tenants is required and the remainder of above information is requested but is not mandatory. This information is helpful because it is used by LHC for market analysis and statistical reporting.

Failure to submit accurate and/or complete tenant data in a timely manner will result in a finding of noncompliance.

14. Technical Assistance

Contractor shall provide LHC with the following technical assistance:

- A. Assist in development or update of forms, including forms to be utilized by Owners, Contractor or LHC, with the exception of IRS and HUD forms;
- B. Assist in updating LHC procedures for compliance monitoring;
- C. Provide guidance to LHC, including (a) answering questions which may involve researching and analyzing complex compliance issues and (b) providing comments and recommendations on new or revised policies, rules or procedures as they relate to program compliance;
- D. Conduct an annual orientation on compliance monitoring for LHC, Owners, Managing Agents, and developers of rental housing projects funded by LHC. The orientation workshop shall be held in Baton Rouge at no cost to attendees. The orientation workshop should, at minimum, provide information on reporting requirements, compliance monitoring process, responsibilities of the Owners and Managing Agents, and the role of Contractor and LHC;
- E. Assist with maintaining a Compliance Monitoring site on the LHC website which includes compliance monitoring forms and tools such as memos/notices, compliance manuals, QAP, forms and instructions, income limits, rent limits, instructions on submitting tenant data, and any other relevant information.

D. Determination of Responsibility

Determination of the Proposer's responsibility will be made by LHC based on information submitted in the proposal and/or otherwise available to LHC. The Corporation must find that the selected 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 an award under applicable laws and regulations.

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

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 [Construction and Compliance Monitoring Services](#)":

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.
6. The cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
7. A brief statement of the Proposers understanding of the scope of the work to be performed
8. A confirmation that the Proposer has not had a record of substandard work within the last five years
9. A confirmation that the Proposer has not engaged in any unethical practices within the last five years and is free of ethics conflicts regarding the services to be performed in the contract
10. A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract
11. Any other information that the Proposer deems appropriate
12. The signature of an individual who is authorized to make proposals of this nature in the name of the Proposer submitting the proposal.

B. Contents of 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, expertise, and certification⁴ of staff;
 - b. The local availability of staff is an important consideration;
 - c. The role and responsibilities that each staff member will have
 - d. Number of years property management, compliance monitoring, or inspection performance experience relative to projects funded with LIHTC or HOME funds.
 - e. The knowledge of compliance monitoring needs in a housing finance agency environment; and
 - f. Description of previous and current compliance monitoring contracts that demonstrate Proposer's qualification and experience.
3. References. Name, title, address and telephone number of at least three (3) references for clients, for whom similar services have been provided, including information that references the actual services performed, number of users and length of tenure.
4. Work Plans.
 - a. Describe the philosophy and overall approach to compliance monitoring;
 - b. Describe the overall strategy and timeline to deliver services, as well as expected results and possible shortfalls;
 - c. Describe how the projects will be monitored;
 - d. Describe the quality control steps that will ensure that all Contract requirements are satisfactorily met;
 - e. Describe which industry standards and tools will be used to execute the project; and
 - f. Provide sample projects and/or examples of compliance monitoring plans.
5. 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. The Proposer shall provide a statement of the proposer's involvement in an investigation, litigation and/or any suspension or debarment proceedings that could affect this work. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental entity. If no such investigation, litigation, suspension or debarment exists, proposer shall so state.
6. Scope of Work beyond the RFP that the firm provides which may be of interest to the LHC.

⁴ Any inspectors should be HUD UPCS certified. If they are inspecting LIHTC properties, they should have appropriate Tax Credit Specialist certification from an accredited source.

7. The Proposer shall provide their approach and methodology in providing the required services and identifying the tasks necessary to meet requirements described within Section III, Scope of Work. The proposal should describe the Proposer's:
 - a. Understanding of the nature of the Scope of Work and how its Proposal will best meet the needs of the Program;
 - b. Approach for managing compliance functions to provide greater efficiency and effectiveness and optimize the use of personnel and other resources; and
 - c. Proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, and staffing.

C. Contents of Cost Proposal

The cost of services is one of the factors that will be considered in making an award.

The LHC will NOT reimburse any expenses related to Contractor's transportation under the Contract (e.g. mileage, parking, etc.) for travel to LHC's offices. Approved in-state field travel on behalf of the LHC shall be paid in accordance with the actual billable rate in the contract and in accordance with PPM 49, State Travel Regulations. PPM can also be found at: <https://wwwprd.doa.louisiana.gov/osp/travel/travelpolicy.htm>. No other travel expenses will be reimbursed under the contract.

Cost Proposal

Labor Costs (20 points)

Please provide a total cost for the tasks as outlined in the Scope of Work. Also, provide an itemized breakdown of billing rates and hourly costs and a list of key personnel and their hourly rates.

Contract personnel will be paid the billable rate while performing approved in-state field travel on behalf of the Corporation under this contract.

The lowest cost proposal, based on the total cost proposal amount will automatically receive the maximum number of points for this category and every other proposal will be scored in relation to the lowest cost proposal as follows:

$$\text{Offeror Points} = \frac{(\text{Lowest Cost Proposal} \times \text{Maximum Points})}{\text{Offeror Cost proposal}}$$

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” if the proposal does not meet mandatory requirements. 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

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. The Evaluation Team will review all proposals and make a determination based on the following factors:

1. Work Plan - An overview of the Proposer’s plan to provide program management services for programs funded using CDBG.
2. Quality and Depth of Experience - Projects implemented and track record and number and size of organizations served. Proposer’s qualifications, including specific experience with Housing Finance Agencies, financial institutions, (such as investment banks, ratings agencies, government sponsored enterprises, mortgage bankers and real estate developers) governmental agencies and not-for-profit entities.
3. Qualifications and experience of key personnel of Proposer who will be responsible for overseeing and performing the work.
4. Cost of requested services based on the cost proposal provided.
5. A list of three client references.
6. Any guarantees offered by the proposer.
7. A statement attesting that all information provided in the proposal to the LHC is true and accurate to the best of your knowledge.

The LHC will negotiate a fee schedule with the chosen contractor(s) based upon both the prices submitted in response to the RFP and the Corporation’s own price analysis.

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the proposal, and if applicable, interviews and reference responses. LHC serves the right to request additional information or documentation from the firm regarding its proposal, personnel, financial viability, or other items in order to complete the selection process. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be identified as such and included in a separate section of the proposal.

The following Evaluation Criteria with a point system of relative importance with an aggregate total of **one hundred (100)** points will be utilized to evaluate the qualifications of each proposer.

EVALUATION CRITERIA	MAXIMUM SCORE
Organization and Staffing	20
Experience and Expertise	20
Approach to Compliance Monitoring	30
Client Service and Satisfaction	10
Pricing	20
TOTAL SCORE	100

C. Oral Presentations

If the Evaluation Team extends invitations for oral presentations, the Proposers selected for final evaluation will be expected to accept the invitation and make oral presentation to the Evaluation Team at the Corporation. Proposers may be asked to provide clarification on corporate background and experience; proposed staff’s experience; staffing; pending investigations and lawsuits. Proposers are reminded that any oral commitments or representations made during these presentations that extend beyond the written representations in the proposal document may be formally recorded in the contract.

D. Final Scoring

If oral presentations are conducted, those presentations will be graded by the Evaluation Team separate from the previously submitted written proposals on the basis of information obtained from the Proposers’ oral presentations and references with a maximum point value of 50 points being awarded. The final score will be the sum of the score received from both the written submission packet and the oral presentation, if any.

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

E. Final Selection

Upon approval by the Board of Directors, a formal announcement of the selected firm will be made, and all proposers will be notified. Contract negotiations should begin by the date listed in Section I (C). The successful firm will be expected to sign the contract, which will contain similar terms and requirements as those set forth in Section VI, below. Firms should thoroughly review Section VI prior to submission of proposal response.

VI. Contract Requirements

A. Contract Award, Negotiations and Execution

Contracts will be awarded to the Proposers whose proposal accumulates the highest score as outlined in Section III. *Scope of Work*. The formal announcement of the selected proposer 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 vendor 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. The successful Proposer will be expected to enter into a contract with the LHC, which will contain substantially similar terms and requirements as those set forth in this Section. In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFP.

If the contract negotiation period exceeds ten (10) business days or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, the LHC may elect to cancel the award and award the contract to the next highest ranked proposer.

If, for any reason, the Proposer most responsive to the Corporation's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the Corporation may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements

B. Term of Contract

The initial term of the contract shall be for a period of time not to exceed three (3) years from the effective date of the contract, and may be renewed at the discretion of the Corporation and concurrence of the contractor for a maximum of two one year terms. All responses should reflect services in anticipation of a three year contract term.

C. 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.

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. The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the Corporation, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Corporation. Such insurance shall name the Corporation as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors.
2. *Automobile Liability:* One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage for the life of the contract. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
3. *Workers Compensation and Employers Liability:* Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute. Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to the Corporation. The insurer shall agree to waive all rights of subrogation against the Corporation, its officers, officials, and employees for losses arising from work performed by the Contractor for 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 [performance of the services](#) 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”; The Contractor or any Subcontractor involved in the handling of the Corporation or HUD funds shall be required to maintain Commercial Crime Insurance in the amount of not less than Two Million Dollars (\$2,000,000). Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the Corporation as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the Corporation reserves the right to obtain a certified copy of the applicable insurance and
6. *Fidelity Bond:* within limits not less than one hundred fifty thousand dollars (\$250,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).
7. *Insurance Covering Special Hazard:* Special hazards as determined by the Corporation shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.
8. *Professional Liability Insurance:* Consultant shall maintain during the life of the Contract such Professional Liability Insurance which shall protect it, the LHC, and any Subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by Contractor or its Subcontractor pursuant to this Agreement. In the absence of specified regulations, the amount of coverage shall be as follows: Professional Liability Insurance: Combined single limits of no less than \$1,000,000.

D. Billing and Payment

The Contractor will submit monthly itemized invoices with the required DUNS number clearly shown on pay request. 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.

1. **Payment for services provided on Hourly Fee Basis.** Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the Corporation documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor category, hours worked, bill rate, timesheets and such other information as determined by the PM.

This hourly rate shall be fully burdened and include all travel and project expenses with the exception noted below. Contractor staff will be paid the hourly rate while doing field travel on behalf of the corporation under this contract.

Travel Exception: Travel expenses directly related to field travel on behalf of LHC will be paid in accordance with PPM 49, State Travel Regulations. No other travel expenses will be reimbursed under the contract. No other direct costs shall be reimbursed.

2. **Retainage.** All payments are subject to a five percent (5%) retainage. The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Payment of accumulated retainage for each task order will be contingent upon the completion and acceptance of all deliverables for that task order. The release of amounts retained will be made upon approval of the Project Administrator (PM). The corporation will make every effort to release the retainage amount within thirty (30) calendar days following acceptance of each task order associated with the resulting contract.

E. 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, termination based on contingency of appropriation of funds, and signed Statement of Assurances (see Attachment A).

F. 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.

G. 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 Corporation or any department of the State 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. Cooperation

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

P. Proposer Responsibilities

The Corporation requires a single Contractor as the result of any Contract negotiation, and that Contractor is responsible for all deliverables referenced in the RFP and proposal as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor's proposal. The Contractor shall be responsible for all products and services offered in the proposal, whether or not provided by the Contractor. The Corporation shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

Q. No Guarantee or Quantities

The scope and quantities referenced in the RFP are estimated to be the amount needed. The corporation does not obligate itself to contract for or to accept more than their actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds. The corporation reserves the right to increase or decrease quantities, as appropriate, at the unit price or labor rate stated in the contract.

R. Termination/Suspension for Cause

LHC may, after giving reasonable written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include but not be limited to:

5. Failure, for any reason, of Contractor to fulfill in a timely and proper manner the obligations under this Agreement, and such statutes, Executive Orders, and federal directives as may

- become generally applicable at any time;
6. Submission by Contractor of reports to the Corporation, the State of Louisiana or HUD or either of their auditors, that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
 7. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Contractor shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, Corporation shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

S. Termination for Convenience

LHC may terminate the Agreement at any time by giving at least thirty (30) days prior written notice to Contractor. Contractor shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

T. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of funds by the Corporation to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the LHC for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Contractor shall be paid for all authorized Services properly performed prior to termination.

U. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the Corporation's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Corporation in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the Corporation to be adequate for the protection of the Corporation's confidential information, such methods and procedures may be used, with the written consent of the Corporation, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Corporation. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning any project and/or program without prior express written approval of Corporation.

V. Confidential Information of Applicants

All information (including, but not limited to, an applicant's photograph, photographic likeness, and thumb scan image) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the Corporation by the Contractor in its performance of this Contract.

Other than as directed in writing by the Corporation, only the Contractor's employees and Subcontractors' employees with a defined need to know shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

W. Third Party Requests for Release of Information

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the Corporation immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the Corporation as the Corporation contact for requests for release of information. Protocols for the handling of such requests are subject to the Corporation public records request policy. The Contractor shall cooperate with the Corporation with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of Corporation, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related

expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be “marked up” by the Contractor as it is against the law for a non-law firm to share in legal fees.

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the Corporation. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the Corporation in writing.

In accordance with the Contract, as between the Contractor and the Corporation, all Confidential Information is deemed to be the property of the Corporation.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the Corporation, who shall retain such information for the periods of time then required in accordance with any applicable State and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the Corporation under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPD, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

X. Fund Use

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

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Y. Compliance With Civil Rights Laws

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Title VIII of the Civil Rights Act of 1970, Title VIII of the Civil Rights Act of 1968, relating to nondiscrimination in the sale, rental or financing of housing, 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 Discrimination Act of 1975, Americans with Disabilities Act of 1990, the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P.L. 91-616), relating to the nondiscrimination on the basis of alcohol abuse or alcoholism, and any other nondiscrimination provisions under which application for Federal assistance is made.

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.

Z. Section 109 of the Housing And Community Development Act Of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

AA. General Compliance

The Contractor will comply with all applicable Federal, State, and local laws and Codes, and all applicable Office of Management and Budget Circulars <http://www.whitehouse.gov/omb/circulars/>.

BB. Financial Management

Contractor shall agree to comply with 48 CFR § 31 and 2 CFR § 200 and shall agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

CC. Documentation and Record Keeping

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 2 CFR §200 that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment.

DD. Hatch Act

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

EE. Conflict of Interest

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR§ 13.36, 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the Corporation may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the Corporation determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of Corporation or local law or any statutory or regulatory provision.

FF. Labor Standards

For the CDBG Programs: Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

GG. Environmental conditions

For CDBG Programs: Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58 (for CDBG Programs). Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes.

HH. Historic Preservation

Contractor shall assist the Corporation in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

II. Uniform Relocation Act

Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

JJ. Close-outs

Contractor shall agree to comply with the requirements of 24 CFR §570.509 (CDBG) for project closure. Contractor's obligation to Corporation shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report

6. Disposing of program assets

KK. Section 3 Compliance in Employment and Training

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference

in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

LL. Drug-Free Workplace Requirement

Contractor and Subcontractors will certify that they have provided a g-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.

MM. Ownership of Documents

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services Contracted for herein shall become the property of the Corporation, and shall, upon request, be returned by Contractor to the Corporation at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the Corporation shall be billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The Corporation will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the Corporation shall remain the property of the Corporation and shall be returned by Contractor to the Corporation, upon request, at termination, expiration or suspension of this Contract.

Contractor has the duty to fully cooperate with the Corporation and provide any and all requested information, documentation, etc. to the Corporation when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Contractor does not have the right to limit or impede the Corporation's right to audit or to withhold Corporation owed documents.

NN. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

OO. Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24 and 44 CFR part 17.

PP. Legal Authority

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

QQ. Covenant Against Contingent Fees

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Corporation shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

RR. Code of Ethics

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

SS. Severability

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

TT. Entire Agreement

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

UU. 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.

VV. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

WW. No Third Party Beneficiaries

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The Corporation and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

XX. Public Communications

Contractor shall not issue any public communications regarding the Program and Contractor's activities under this Contract without the prior consent of the Corporation.

YY. Waiver of Non-Competition Enforcement

Contractor agrees to waive enforcement of each and every contract provision it may have restraining employees of Contractor, a subcontractor under this Contract, or one or more subcontractors' employees from employment or contracting with the Corporation.

ZZ. Safety

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of

its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

AAA. Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the Corporation and all such rights shall belong to the Corporation.

BBB. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

CCC. No authorship presumptions

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

DDD. Advertising

The Contractor shall not refer to the Contract or the Contractor's relationship with the Corporation hereunder in commercial advertising or press releases without prior approval from the Louisiana Housing Corporation.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to Corporation or imply that the Contractor or the Contractor's services are endorsed by the Corporation.

Exhibit A
STATEMENT OF ASSURANCES

This Applicant/Contractor/Subrecipient hereby assures and certifies that:

1. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Contractor/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Applicant/Contractor/Subrecipient approved by the Corporation:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (**42 U.S.C.A. §4331, et seq.**) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Contractor/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Contractor/Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Contractor/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Contractor/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

- a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Contractor/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Contractor/Subrecipient, this assurance shall obligate the Applicant/Contractor/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
- b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (**42 U.S.C.A. §3601, et seq.**), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded

from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. The work to be performed by Contractor is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Contractor agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Contractor also certifies that they are under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor agrees to include this section 3 clause in every subrecipient agreement and contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the subrecipient or contractor is in violation of the regulations in 24 CFR part 135. Contractor will not contract with any subrecipient or contractor where the Contractor has notice or knowledge that the subrecipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.

15. It will give the State of Louisiana, Louisiana Housing Corporation and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Contractor/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the Corporation to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:

- a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.
27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
- a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial

assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and

- b.** The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).

33. With regard to wildlife, it will comply with:

- a.** The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b.** The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Contractor/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Contractor/Sub recipient funds to correct deficiencies.

Signature

Date

Printed Name: _____

Title: _____

Organization: _____

Exhibit B

LHC MINIMUM DESIGN STANDARDS

COMPLIANCE MONITORING AGREEMENT

ASSET MANAGEMENT PROCEDURES

FAIR HOUSING PRINCIPLES AND REQUIREMENTS