



LOUISIANA Housing Corporation

REQUEST FOR PROPOSALS

for

Technology Plan and Services

DATE ISSUED: SEPTEMBER 11, 2015

DEADLINE TO SUBMIT RESPONSES: OCTOBER 12, 2015

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

www.lhc.la.gov

I. General and Administrative Information

A. Background and Purpose

The Louisiana Housing Corporation (referred to as both “LHC” and the “Corporation”), hereby seeks proposals from qualified firms to provide Technology Services on an as-needed basis for current and future projects. The Corporation also seeks a qualified firm to develop a comprehensive Strategic Technology Plan designed to serve as a long term technology road map to meet the Business Objectives as outlined in the Scope of Work. It is the intent of this RFP to award multiple contracts for Technology Services and a single contract for the Strategic Technology Plan.

The source of funds for this RFP may include, but may not necessarily be limited to, Community Development Block Grant (CDBG), HOME Investment Partnership Program funds (HOME), Louisiana Housing Trust Fund (HTF), 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 qualified Strategic Technology Plan Proposer will allow the LHC to adopt a strategic technology improvement plan that will:

- Introduce best practices to streamline systems and processes and increase productivity;
- Improve ease of accuracy and reporting;
- Identify paperless environment solutions;
- Ensure IT system reliability and redundancy;
- Improve internal controls;
- Ensure ease and accuracy of compliance with Federal and State regulations;
- Ensure internal and external business continuity;
- Improve internal and external customer service; and
- Establish data standards and governance.

The qualified Technology Services Proposer(s) would provide necessary technical services, which would enable the LHC to:

- Protect and secure its facilities;
- Ensure the efficient operation of its data processing networks and related computer systems in its defined user community;
- Curtail the use of multiple vendors for technical support and application development;
- Improve helpdesk response time and level of service;
- Perform major system enhancements and upgrades to existing systems; and
- Minimize the spending and maximize the ROI for investment in technology.

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. **Proposal** – A response to a Request for Proposals.
5. **Proposer** – A firm or individual who responds to a Request for Proposals.
6. **RFP** – A Request for Proposals.
7. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.
8. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
9. **State** – The State of Louisiana.
10. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

C. Important Dates and Deadlines

RFP published and posted to LHC website	Friday, September 11, 2015
Deadline for submitting written inquiries	Tuesday, September 22, 2015
Deadline for LHC to respond to written inquiries from Proposers	Friday, September 25, 2015
Deadline for submitting proposals	Monday, October 12, 2015
Formal announcement of selected Proposer(s)	November 11 <u>10</u> , 2015
Contract Execution	TBD

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

II. Proposal Information

A. Proposal Submission

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

Louisiana Housing Corporation
ATTN: Anita M. Tillman
Re: RFP for Technology Plan and 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 4:00 p.m. Central Time on **Monday, October 12, 2015**. Proposers should provide four (4) additional copies for a total of five (5) copies. **The cost proposal shall be submitted separately in a sealed envelope and should include one (1) original and five (5) copies.** The electronic file shall be delivered in PDF format on a USB flash drive in the same packet with the hard copies.

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

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808

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 Technology Plan and 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 4:00 p.m. deadline,**

whether via personal delivery, U.S. mail, Federal Express, UPS, or other comparable method of delivery, will not be accepted for any reason.

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

~~It is mandatory that Proposers submit a signed Statement of Assurances (see **Attachment A**) along with their proposals, executed by a duly authorized representative of the organization submitting 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. Contact Prohibitions

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

C. Questions and Answers on the RFP

Proposers may submit written questions concerning the RFP via e-mail to Anita M. Tillman, at atillman@lhc.la.gov by no later than 4:00 p.m. Central Time on Tuesday, September 22, 2015. All questions and answers shall be posted on LHC's website at www.lhc.la.gov by Friday, September 25, 2015.

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

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

D. 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.

E. 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.

F. Offer Validity

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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Waiver of Administrative Informalities

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

M. 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.

N. 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.

O. 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.

P. Contract Award and Execution

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

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

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

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

Q. 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.

R. 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.

S. Disqualification

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

III. Scope of Work

This section summarizes the services to be provided to the LHC under the Technology Services contract(s) and it details the objective of the Strategic Technology Plan.

A. Technology Services – Areas of Service

LHC is looking for a maintenance and support program to be designed under two major categories. These categories are PREVENTIVE MAINTENANCE and AS NEEDED MAINTENANCE, to accommodate departmental computer system activities and user equipment performance. The LHC expects the proposal to define, in detail, the approach to be used in the below categories.

1. Initial Assessment
 - a. Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes and make recommendations for improving routine support criteria and reducing emergency maintenance situations. A report of this initial assessment shall be submitted by successful bidder following executed contract and each February 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.
2. Desktop Application Support
 - a. Performance of basic support functions, including the installation of PCs, laptops, PDAs, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PCs and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to LHC personnel upon request; and review of Helpdesk procedures.
3. Server and Workstation Administrative Services
 - a. Management of network and computer systems including complex applications, databases, messaging, server and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability and recoverability of the systems.
 - b. Scheduling of preventive maintenance of equipment in the areas of coverage is properly and promptly performed; maintenance of records for all Helpdesk tickets for both onsite visits and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed.
 - c. Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's and password security is documented; and support of

- software products relating to server and workstations; timely response to repair and maintenance work for the user.
4. Network Administration Services
 - a. Maintenance and support of network equipment, including switches, firewalls, routers, copiers, and other security devices is included.
 - b. Installation and maintenance of printers, scanners, network devices, etc.; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.
 - c. Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.
 - d. Maintenance of network documentation for daily, weekly, and monthly services is required.
 5. Email, Security and Backup Efforts
 - a. Maintenance of LHC email accounts using the LHC domain, adding, changing, and/or deleting LHC employee accounts as requested; maintenance of virus detection programs on user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the LHC designated person is required.
 - b. Configuration of the LHC systems to enable remote access in a secure environment with provisions for remote access administration as requested by the LHC designee is required.
 - c. Requirements for a data backup policy with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email and the like; program to restore systems and data if server and/or computers go down are required.
 6. Planning and Product Development
 - a. Engineering, planning and design services for major system enhancements and/or upgrades to existing systems including software and application development and programming; recommendations for future purchasing and technology needs, when requested or necessary.
 - b. Installation of new equipment, software, and transfer existing data when acquired, may be needed.
 7. Maintenance and Technical Support of all other Systems:
 - a. Audio/Video Systems
 - b. Security Systems
 - c. Business Systems (copiers and printers)
 - d. Enterprise Systems (HDS, HES, Yardi, ACCPAC, EBS)
 - e. Telecommunications Systems

The contract to be awarded does not obligate the LHC to purchase computer equipment, hardware devices, cabling, licenses, software, etc. from the successful vendor(s). Replacement parts are not part of this contract.

B. Strategic Technology Plan

The Louisiana Housing Corporation’s goal in this RFP is to commission the development of a comprehensive strategic technology plan that will leverage the latest technologies to address the Business Objectives below. The recommended vision should identify the options for IT advancement in the adoption, implementation and use of information technology in critical areas.

Business Objectives

1. Increase efficiency and reliability of the system in order to improve employee productivity
2. Strengthen our technology architecture
3. Identify opportunities to expand functionality not being used within current business systems
4. Expand data integration between business systems, enabling collaboration between all departments and improving ease and accuracy of reporting
5. Identify paperless environment solutions
6. Ensure ease and accuracy of compliance with Federal and State regulations
7. Ensure internal and external system security and business continuity
8. Improve delivery of services to our customers through strategic enterprise technology investments
9. Implement project management disciplines and methodologies

The selected firm will work with each business area to develop a list of technology requirements (“Requirements”) needed to achieve each stated business objective. The selected firm will develop a Technology Assessment Report by evaluating and assessing the existing information technology infrastructure and current ability to support the defined Requirements. Ongoing IT projects will also be included in the evaluation to make sure they are consistent with the Requirements.

The selected firm will develop practical and cost effective recommendations for each opportunity to achieve a defined Requirement. Proposed recommendations should take into consideration the economies of an integrated set of technologies. As a whole, the recommendations must identify priority projects, long term projects, implementation cost and time-frame, and alternative options.

All areas of information technology, including infrastructure and business applications, shall be evaluated for potential consolidation, modernization or replacement. Infrastructure and business applications refer to “all things technology” including, but not limited to: business applications

(internally developed or purchased), network systems, interconnecting hardware systems, computers and laptops, external network access, utility software, audio/video systems, telecommunications systems and devices (phone system, cell phone, tablets), e-mail system, imaging, system integration, and network and building security.

In addition to evaluating information technology infrastructure and business applications, the final deliverable should also address the following:

- Determine appropriate skill set and training needs of both the business and IT areas to support technological advances. Recommendations for recruiting, retaining and investing in a highly skilled workforce that responds quickly to the ever-changing technology world.
- Determine appropriate number of staff in both the business and IT areas needed to support technological advances.
- Propose best practices, suitable for LHC, to maintain an ongoing analysis of business requirements.
- Propose best practices, suitable for LHC, when evaluating new solutions to support business requirements to ensure open lines of communication and transparency between all business areas of the organization.
- Propose best practices, suitable for LHC, to use as a guide when determining how to prioritize business requirement solutions.

If and where applicable, the LHC will post additional RFP's to implement recommendations identified in the Strategic Technology Plan.

IV. Proposal Content

[Proposers are not required to respond to both the Technology Services request and the Strategic Technology Plan request; however, should a proposer desire to respond to both, separate proposals are required.](#)

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 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 Technology Plan and 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.

B. Contents of Technical Proposal

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

1. Abstract. Provide a profile of the firm and describe why it is pursuing the work.
2. Qualifications and Experience. Description of how the firm is qualified to provide the services requested with a history of experience of providing similar services. Names and appropriate background information on staff resources with identification of principals and key personnel, including:
 - a. The experience and expertise of staff;
 - b. The local availability of staff is an important consideration;

- c. The role and responsibilities that each staff member will have; and
 - d. The knowledge of technology needs in a housing finance agency environment.
 3. References. Name, title, address and telephone number of three references for clients, for whom similar services have been provided, including information that references the actual services performed, number of users and length of tenure.
 4. Work Plans.
 - a. Technology Services.
 1. Describe the approach to providing each area of service detailed in the Scope of Work:
 - i. Initial Assessment
 - ii. Desktop Application Support
 - iii. Server and Workstation Administrative Services
 - iv. Network Administration Services
 - v. Email, Security and Backup Efforts
 - vi. Planning
 - b. Strategic Technology Plan.
 1. Describe the approach to developing a plan that would meet the Business Objectives as described in the Scope of Work
 2. Describe the proposed timeframe to assess LHC's technology environment and business needs and to deliver a completed plan
 3. Describe which industry standards and tools will be used to execute the project
 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.
 6. Scope of Work beyond the RFP that the firm provides which may be of interest to the LHC.

C. Contents of Cost Proposal

The cost of services is one of the factors that will be considered in making an award(s). The information requested in this section is required to support the reasonableness of the Proposer's fee schedule. The total annual budget for information technology services varies depending on the project and the source and availability of funding, subject to approval by the Board of Directors. The budget is tentatively allocated toward all contractors selected through this RFP.

1. Please provide a cost proposal for the services as outlined in the Scope of Work. Proposers are not required to respond to the Scope of Work as a whole. Providing a cost proposal in part is acceptable.

2. Provide an itemized breakdown of billing rates and hourly costs, a list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.
3. Please provide any other fee information applicable to the engagement that has not been previously covered that should be brought to the attention of LHC.

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.

V. Evaluation

A. Evaluation of Proposals

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

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

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

B. Evaluation Criteria

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

1. **40%** - Work Plan
2. **30%** - Quality and Depth of Experience: Projects implemented and track record and number and size of organizations served
3. **15%** - Qualifications and experience of key personnel of Proposer who will be responsible for overseeing and performing the work
4. **15%** - Cost of requested services based on the cost proposal provided.

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 Department’s own price analysis. Services will generally be procured on an as-needed basis under a task order.

VI. Contract Requirements

A. Contract Award, Negotiations and Execution

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

B. 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. All responses should reflect services in anticipation of a maximum 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 and returned as nonresponsive without review.

The selected Proposer shall procure and maintain, as applicable, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees and/or subcontractors. General liability insurance shall name the Corporation/State of Louisiana as an additional insured, and evidence of this shall be provided to the Corporation upon initiation of a contract. The Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. The Contractor must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. The Contractor shall maintain limits no less than:

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

2. *Automobile Liability*: One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
3. *Workers Compensation and Employers Liability*: Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to the Corporation.
4. *Errors and Omissions Insurance*: Contractor shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.
5. *Blanket Crime Insurance*: which includes Employee Dishonesty coverage, naming the Corporation as "Loss Payee"; and
6. *Fidelity Bond*: within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

D. Billing and Payment

The Contractor will submit monthly itemized invoices. 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.

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, ~~and~~ 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 State or any department or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to ensure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; and
5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

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.

Attachment A

STATEMENT OF ASSURANCES

This Contractor/Subcontractor hereby assures and certifies that, to the extent applicable:

1. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") Funds 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 Contractor/Subcontractor 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 Contractor/Subcontractor approved by the State:
 - 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 applies to the proposed CDBG;
 - b. Is authorized and consents, on behalf of the Contractor/Subcontractor and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Contractor/Subcontractor'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: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative

Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).

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 Contractor/Subcontractor to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1971 and any other accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Contractor/Subcontractor 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 Contractor/Subcontractor 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 Contractor/Subcontractor, this assurance shall obligate the Contractor/Subcontractor, 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 ensure 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. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 135), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents, particularly persons who are recipients of HUD assistance for housing; of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.

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

Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which the Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor/Subcontractor'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/Subcontractor agrees to include this section 3 clause in every subcontractor 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 subcontractor or contractor is in violation of the regulations in 24 CFR Part 135. Contractor/Subcontractor will not contract with any subcontractor or contractor where the contractor has notice or knowledge that the subcontractor or contractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor/Subcontractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor/Subcontractor 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/Subcontractor'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. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
 - b. 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
 - c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - d. 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
 - e. 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 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 Anti-displacement 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.
 - f. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG 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 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 Contractor/Subcontractor'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 State 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.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Contractor/Subcontractor certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

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 and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42.
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.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Contractor/Subcontractor, its contractors, and its sub-contractors must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) (or "100-year") floodplain). However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. 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.).

28. 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.

29. 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.

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

31. 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.

32. 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.

33. 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.

34. It will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within its jurisdiction and take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in that regard. See 24 CFR 570.487(b)(2) and 570.601(a)(2).

35. Its activities to be administered with CDBG funds are consistent with the applicable Louisiana Action Plan, as amended.

36. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared major disasters in the aftermath of Hurricane Isaac, pursuant to the Stafford Act.

37. It has the capacity to carry out disaster recovery activities in a timely manner.

38. It will not use any Grant Funds for any activity in an area delineated as a special flood hazard area or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source of this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

39. It will comply with applicable laws.

40. It has reviewed the requirements of the Notice and requirements of Public Law 113-2 applicable to the funds allocated by the Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud and abuse of funds.

41. As required by the Notice, Contractor/Subcontractor must incorporate performance requirements and penalties into each procured contract or agreement.

42. It will comply with all applicable building standards contained in the Notice and the Action Plan, Partial Action Plans and Action Plan Amendments.

43. All new construction of residential buildings or replacement and/or reconstruction of substantially damaged buildings must incorporate Green Building Standards, and rehabilitation of non-substantially damaged residential buildings must follow guidelines in the HUD CPD Green Building Retrofit Checklist. Any construction subject to the Green Building Standards must meet an industry-recognized standard and achieve certification under at least one of the following programs: ENERGYSTAR; Enterprise Green Communities, LEED, ICC-700 National Building Standard, and/or any other equivalent comprehensive green building program approved by the OCD. Contractor/Subcontractor will comply with any requirements designed to verify these requirements.

Signing these assurances means that Contractor/Subcontractor 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 Contractor/Subcontractor funds to correct deficiencies.

This Applicant/Grantee/Sub-Recipient hereby assures and certifies that:

- ~~1. It possesses the 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 application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Sub-Recipient 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/Grantee/Sub-Recipient:
 - ~~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/Grantee/Sub-Recipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Sub-Recipient’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: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).~~
- ~~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 the 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/Grantee/Sub-Recipient to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A 117.1 R 1971 and any other 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/Grantee/Sub-Recipient 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/Grantee/Sub-Recipient 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/Grantee/Sub-Recipient, this assurance shall obligate the Applicant/Grantee/Sub-Recipient, 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 VII 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 VII 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. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 135), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.~~
- ~~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 the 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 Anti-displacement 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) (Plaquemine Parish) 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 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/Grantee/Sub-recipient'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 State 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 §570.611, 24 CFR §85.36 and 24 CFR §84.42.~~
- ~~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.~~
- ~~27. 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.~~
- ~~28. 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.).~~
- ~~29. 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.~~
- ~~30. 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.~~
- ~~31. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).~~
- ~~32. 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/Grantee/Contractor 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/Grantee/Sub-Recipient funds to correct deficiencies.~~

Signature _____ Date _____

Printed Name: _____

Title: _____

Organization: _____

Attachment B Technology Overview

Over the past 24 months, 27 vendors have provided general goods and services such as:

- Hardware, software and licenses
- HVAC maintenance
- Web security & digital certificates
- Emergency Notification System
- Training
- Application development
- GFI and LANGuard monitoring
- Citrix tech support
- GIS Software tech support
- Systems
 - Recording systems and equipment maintenance
 - Security Systems and equipment
 - Computing systems
 - Business systems (copiers & printers)
 - Enterprise systems
 - HDS, HES, Yardi, ACCPAC, EBS
 - Telecommunications systems and service

There are eight (8) blanket service providers for:

- Wireless service
- Office phone service
- Cable and internet
- File/document storage
- Email service
- Hold music and lobby signage
- Conference call service
- Webinar service

Five (5) retail outlets are used for one-off purchases such as iPads/iPhones, other tablets and accessories, surge protectors and cables.

- Best Buy
- Apple
- Home Depot
- Office Depot
- Walmart

Attachment C

Current Technology in Use by Location

Hours of Operation

The LHC is open to the public Monday to Friday 8:00 am - 4:30 pm. LHC staff work Monday-Friday between the hours of 7:00 am – 6:00 pm. LHC observes all Federal & State holidays.

LHC Main Office - 2415 Quail Dr. Baton Rouge, 70808

There are approximately 100 employees (including 7 IT staff members) at this location. This is where the IT network equipment is located.

- 12 departmental HP printer
- 1 HP P3005 – check writer printer
- 9 small HP individual printers
- 6 multifunction copiers
- 12 small Savin printers in individual offices or shared for small group
- 13 laptops
- 103 desktops
- 29 L300 thin clients
- N500 thin client
- Windows Server 2008 R2

Mid-City Field Office - 1690 North Blvd., Baton Rouge, 70802

There are approximately 14 employees at this location.

- 2 Savin multifunction printers/copiers
- 1 small Savin printer
- 1 Canon Image runner
- 2 laptops
- 6 desktops
- 8 N500 thin clients

Industriplex Training Center – 11637 Industriplex Blvd., Baton Rouge, 70127

There are approximately 21 employees at this location.

- 2 Savin multifunction printers / copiers
- HP printer
- 1 laptop
- 28 desktops
- 20 N300 thin clients

Village de Jardin Field Office – 880 Lake Forest Blvd, New Orleans

There are approximately 2 employees at this location.

- Multifunction device – Canon Image runner
- 2 laptops