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**REQUEST FOR PROPOSALS**

**For**

**TITLE SERVICES**

**For the**

**Small Rental Property Program**

**DATE ISSUED: SEPTEMBER 8, 2017**

**DEADLINE TO SUBMIT RESPONSES: SEPTEMBER 29, 2017 BY 4:00 P.M.  
CENTRAL TIME**

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

[www.lhc.la.gov](http://www.lhc.la.gov)

## I. Announcement

The Louisiana Housing Corporation (referred to as both “LHC” and the “Corporation”) hereby gives notice that it is seeking Proposals from those licensed to practice law in the State of Louisiana who can conduct title searches and prepare written opinions for each search going back thirty (30) years, subordinations, loan closings, recordations, and other title and loan closing services for its Small Rental Property Program (“SRPP”).

Notice of this Request for Proposal (“RFP”) is being distributed to organizations and individuals that the Corporation believes may be able to perform the requested services and who may be interested in submitting Proposals for consideration. This RFP is also available in electronic format at [www.lhc.la.gov](http://www.lhc.la.gov).

## II. RFP Coordinator

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 the RFP Coordinator using the contact information below, or by visiting LHC’s website at [www.lhc.la.gov](http://www.lhc.la.gov):

Louisiana Housing Corporation  
Attn: Robert Bizot  
Re: SRPP Title Searches RFP  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
Telephone: (225) 763-8700  
E-mail: [rbizot@lhc.la.gov](mailto:rbizot@lhc.la.gov)

## III. Submission of Applications and Deadlines

Please submit three (3) copies of your response, including any required documentation. Responses, in their entirety, must be received by the Corporation no later than **4:00 p.m. Central Time on September 29, 2017**. Each response and accompanying documentation shall be submitted in a sealed envelope. The outside of the envelope must be addressed as follows:

Louisiana Housing Corporation  
ATTN: Robert Bizot  
Re: SRPP Title Searches RFP  
PROPOSALS ENCLOSED  
Applicant/Company Name & Return Address

Responses may not be delivered via facsimile transmission or other telecommunication or electronic means. Respondents assume the risk of the delivery method chosen, including delivery via private courier or the United States mail. Please be advised that responses 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.

It is mandatory that respondents submit a signed Statement of Assurances (see **Attachment A**) along with their responses, executed by a duly authorized representative of the organization submitting the response.

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 respondent and/or all respondents as may be necessary or appropriate for purposes of clarification.

#### **IV. Contact Prohibitions**

It is the express policy of the Corporation that prospective respondents 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 selection of vendors. 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.

#### **V. Important Dates and Deadlines**

<b>RFP Published and Posted to LHC Website</b>	<b>September 8, 2017</b>
<b>Deadline for Submitting Written Inquiries</b>	<b>September 15, 2017 by 4:00 p.m. Central Time</b>
<b>Deadline for LHC to Respond to Written Inquiries</b>	<b>September 19, 2017</b>
<b>Deadline for Submitting Responses</b>	<b>September 25, 2017 by 4:00 p.m. Central Time</b>
<b>Notice of Intent to Award</b>	<b>September 29, 2017</b>
<b>Contract Execution</b>	<b>October 6 2017</b>

**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.**

#### **VI. Respondent Inquiries**

The Corporation will consider written inquiries from respondents regarding RFP requirements or the Scope of Services. **Inquiries will only be considered if they are submitted in writing to the RFP Coordinator by the deadline for submission of written inquiries set forth in Section V, above.** Inquiries shall clearly reference the section of the RFP about which the respondent 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 respondent to inquire into and clarify any portion of the RFP that is not understood.

#### **VII. Scope of Services**

## **Small Rental Property Program**

The LHC seeks individuals qualified to conduct abbreviated title searches for the properties selected for participation in the Corporation's Small Rental Property Program, as provided to the Contractor by the Corporation. The Contractor will provide the Corporation with written title opinions for each title search conducted that will allow the Corporation to determine ownership in the property. Additionally, the Contractor may be called upon to record deed restrictions on those properties rehabilitated, reconstructed, or new construction through the SRPP in the mortgage and conveyance records for the parish in which the property is located. In relation, the contractor may be called to cancel or release deed restrictions placed on properties due to participation in the SRPP. The contractor may be called upon to conduct construction closings, and additionally act as the escrow agent for such closings and house and release insurance draws as specified by the corporation. In addition, the contractor may be called upon to perform other miscellaneous title and loan closing related tasks accordingly. The work performed by the Contractor will be subject to the supervision of Corporation's SRPP Program Administrator or Manager, or other designee of the Corporation's Executive Director. A more detailed description can be found in Appendix 1.

## **VIII. Evaluation of Proposals and Responses**

All responses 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 response as "non-responsive" should it believe that the respondent 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 respondents 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.

## **IX. Notice of Intent to Award**

After review and approval of the evaluation committee's and agency's recommendation for award, LHC will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is to notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or around the date set forth in the "Important Dates and Deadlines", Section V. If contract negotiations with the apparent successful Proposer are unsuccessful, the LHC may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

LHC will also notify all unsuccessful Proposers as to the outcome of the evaluation process. Any person aggrieved by the proposed award has the right to submit a protest in writing within fourteen (14) days of the award/intent to award. The "Notice of the Intent to Award" letter starts the protest period. The LHC will provide a written response to any protest within fourteen (14) days of its receipt of such.

## **X. Debriefings**

Louisiana Housing Corporation  
Small Rental Property Program  
RFP for Title Searches

Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by contacting the RFP Coordinator.

## **XI. Guidelines for Submitting Responses**

The guidelines below are intended to facilitate the Corporation’s review and evaluation of the responses received, and should be followed by those submitting responses for consideration. Submitted responses will be graded in each of the categories set forth below. While brevity in responding is encouraged, each response should include sufficient information for the Corporation to make a determination as to whether your organization possesses the experience and Proposals necessary to serve as a Title Search vendor for the Small Rental Property Program.

**Please provide three (3) copies of each response, providing the following information:**

- A. Name of business, address, telephone number and e-mail address as well as the name, mailing address, telephone number, and e-mail address of person to be contacted regarding the Proposals.
- B. A description of your business, including names of directors, managers/principals, number of employees, longevity, client base, areas of specialty and expertise and any other pertinent information that will assist in formulating an opinion about the stability and financial strength of the business.
- C. A summary of material inquiries, investigations or litigation instituted against your organization in the last two years, whether current or concluded, related to the conduct of your organization, your organization’s management, or any employee or official associated with your organization. This summary should include any actions brought against your organization or employees by any federal, state or municipal government entity, court or regulatory authority, including fines, suspensions, censures, etc. Please be advised that your organization must also be in good standing with the Corporation to be considered as a service provider for this project.
- D. Three (3) references for which your business has performed services similar in scope to those requested herein within the past three (3) years. Include the reference’s name, contact person, address, telephone number, and a brief description of the services performed.
- E. A plan and specifications for implementation of the services.
- F. A timeline for the completion of the required services.
- G. An estimated cost to provide the non-exhaustive list of services set forth in Appendix 1 by unit cost.

- H. A signed copy of the Statement of Assurances (**Attachment A** “Statement of Assurances”).

## **XII. Additional Provisions**

- A. **Validity of Responses.** All responses shall be considered valid for acceptance until such time as an award is made unless the respondent provides for a different time period within its response. However, the Corporation reserves the right to reject a response if the respondent’s acceptance period is unacceptable to the Corporation and the respondent is unwilling to extend the validity of its response.
- B. **Content.** Evaluation of responses shall be based only on the material contained in this RFP, which may include official responses to questions, addenda, and other material provided by the Corporation pursuant to the RFP. Mandatory RFP requirements shall become contractual obligations should a contract be awarded to the respondent. Failure to include these requirements in a response shall result in rejection of the response.
- C. **Clarity.** Each respondent is responsible for the accuracy and completeness of its response. Responses must demonstrate a clear understanding of the requirements of this RFP and present a clear description of proposed services and fee arrangements. While responses prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of respondents’ abilities to meet the requirements of the RFP.
- D. **Response Material Ownership.** All material submitted regarding and in response to this RFP becomes the property of the Corporation. Selection or rejection of a response does not affect this right.
- E. **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 response 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.

Respondents must be prepared to defend the reasons the material should be held in confidence. If a competing respondent or other party seeks review or copies of a respondent’s confidential data, the Corporation will notify the respondent of the request. If the respondent 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 respondent 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.

- F. **Changes to Responses.** If prior to the deadline for submitting response a respondent needs to submit changes or addenda to its Response, such changes or addenda shall be submitted in writing to the Corporation, in a sealed envelope, clearly cross-referencing the relevant section of the RFP, and signed by an authorized representative of the respondent. Changes and/or addenda to responses shall meet all requirements for responses.
- G. **Withdrawal of Response.** A respondent may withdraw a response that has been submitted at any time up to the date and time the response is due. To accomplish this, a written request to withdraw the response must be signed by the authorized representative of the respondent and submitted to the RFP Coordinator.
- H. **Errors and Omissions in Responses.** The Corporation will not be liable for any errors in responses. The Corporation reserves the right to make corrections or amendments due to errors identified in responses by the Corporation or the respondent. The Corporation, at its option, has the right to request clarification or additional information from the respondent.
- I. **Rejection of Responses.** Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The Corporation reserves the right to accept or reject, in whole or in part, all responses submitted and to cancel this announcement.
- J. **Cost of Response Preparation.** Each response and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the LHC, its officers, officials, or employees for reimbursement for the payment of costs of expenses incurred in preparing and submitting a response or for participating in this procurement process.
- K. **Certification of OMB A-133 Compliance.** Respondents must provide certification that they are not suspended or debarred from conducting business with government agencies. By signing and submitting any response for one hundred thousand dollars (\$100,000) or more, the respondent 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.
- L. **Code of Ethics.** Respondents are responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code (La. R.S. 42:1101, *et seq.*) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
- M. **Disqualification.** The LHC reserves the right to verify all information provided by a respondent via direct contact with the respondent's clients and prior project personnel and respondents must agree to provide necessary authorizations for the LHC to verify any of the respondent's previous work. As described elsewhere in this RFP, each respondent 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 Proposal of the respondent from further consideration.

- N. **Rights Reserved by LHC.** LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all responses. LHC will not disclose the status of negotiations until the LHC's Board of Directors has approved to award of a contract for services.

### **XIII. Contract Terms and Requirements**

- A. **Contract Award, Negotiations and Execution.** Contracts will be awarded to the respondents whose responses are most responsive to the criteria outlined in Section VII, Scope of Services. The formal announcement of the selected contractor will occur on or about the date indicated in Section V, 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 respondents 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 contract shall be for 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 respondent's inability of unwillingness to meet these requirements as a condition of award, may, at the sole discretion of the Corporation, be rejected and returned as nonresponsive without review.

The selected respondent 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 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. Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Contractor must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. 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 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. Travel will be reimbursed based on PPM 49 guidelines where travel is required to perform services.
- 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.
- 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.

**LOUISIANA HOUSING CORPORATION  
SMALL RENTAL PROPERTY PROGRAM  
REQUEST FOR PROPOSALS FOR TITLE SERVICES**

**STATEMENT OF ASSURANCES**

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 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 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: _____	

## Appendix 1:

# Scope of Services

**TITLE WORK Abbreviated Title Search:** In an Abbreviated Title Search the contractor shall investigate the land record to confirm that there is some recorded legal document that shows the applicant and/or co-applicant as the owner of record of the property as of the time of the storm to the present date. A form entitled “Abbreviated Title” shall be provided to LHC. No title exam or title insurance policy shall be provided in conjunction with abbreviated title. A Tax Parcel ID shall be provided in addition to the verification of title.

**Tax Parcel ID for Owner/Occupant:** A Tax Parcel ID shall be provided for the Owner/Occupant.

**Full Rental Property Title Exam:** An opinion of title based on a comprehensive title search shall be done. Full title searches, in contrast to abbreviated title review, shall include a complete search of the conveyance records and the mortgages and lien records and disclose not only ownership but also all matters of public record attached to the subject property and the applicant/co-applicant and shall be rendered by a Louisiana attorney prior to issuance of a Full Title Insurance Policy. Full title searches (30 year) and exams shall be utilized.

### **Title Update-Non-Contractor Files**

Title examination and opinion update from the date of issuance of lender policies issued by entities other than contractor. Opinion may presume and rely on the correctness of the lender policies.

## **CLOSING**

**Closing –Owner/Occupant:** Services provided by contractor to obtain paperwork and signatures on legal documents shall be required.

a. Pre-lump sum closing services shall require transfer of funds from the contractor to lender, coordination with first mortgage holders, preparation of subordination agreements, and transfer of funds to lender-held disbursement accounts.

b. Lump sum closings shall require transfer of funds from the contractor directly to the applicant in one payment.

**Closing –Rental Property:** Services provided by contractor to obtain paperwork and signatures on legal documents shall be required.

a. Pre-lump sum closing services shall require transfer of funds from the contractor to lender, coordination with first mortgage holders, preparation of subordination agreements, and transfer of funds to lender-held disbursement accounts.

b. Lump sum closings shall require transfer of funds from the contractor directly to the applicant in one payment.

**Closing - Additional Disbursement:** Contractor will handle closing on files that have already received an initial disbursement. This service allows property owners to receive an additional and/or final disbursement on their files.

**Subordination Requests:**

Contractor will handle subordination requests from applicants. Determination will be made to verify that the State is in 2nd or greater lien position. Contractor will prepare and execute subordination and coordinate getting original documents to applicants or the title company handling the closing for the applicant.

**Recording Information-releases or cancellations:**

Contractor will obtain recording information for releases/cancellations as needed and provide copy of recorded documents.

**Insurance Escrow:**

Contractor will provide an escrow account to hold insurance funds on properties that had claims filed and release these funds to applicants as instructed by LHC.

**Data Warehouse Update:**

Contractor will enter return of funds information to the data warehouse so it can be fed into the Housing and Development Software

**Reinscription:**

Contractor will handle reinscription requests as instructed by LHC as needed and provide copy of recorded documents.

**Deed in lieu of foreclosure/Foreclosure Support:**

As specifically instructed by LHC,

- Contractor will prepare and mail Mennonite notices (includes identifying applicable lienholders with current contact information) as needed and provide a copy of same to LHC;
- Contractor will confirm outstanding real estate taxes owed for properties;
- Contractor will assist LHC in determining the applicability of tax sales to properties which will include finding tax sale documents that may not been yet recorded (this task may include assisting LHC in locating copies of notices and/or confirming whether notice was provided to LHC in connection with tax sales);
- Contractor will assist LHC in locating copies of notices and/or confirming whether notice was provided by senior lienholders or other lienholders to LHC in connection with foreclosures related to properties participating in SRPP;
- Contractor will assist LHC in efforts related to redemptions of tax sales as needed;
- Contractor will search public records for Federal and State tax liens applicable to mortgagors participating in SRPP;
- Contractor will assist LHC in determining the applicability of code enforcement liens and/or similar blight related liens/local government liens to properties;
- Contractor will assist in obtaining original and certified copies of documents needed for foreclosure proceedings;

- Contractor will perform Manpower/active military search as requested by LHC applicable to mortgagors participating in SRPP;
- Contractor will perform PACER/bankruptcy search as requested by LHC applicable to mortgagors participating in SRPP;
- Contractor will assist in efforts related to obtaining documentation from the Louisiana Secretary of State as needed;
- Contractor will assist in performing “skip trace” type research for parties in connection with foreclosure proceedings;
- Contractor will assist in communication with sheriff departments regarding foreclosure information/auction requirements;
- Contractor will perform curative work as requested by LHC in connection with foreclosure process and/or deed in lieu of foreclosure;
- Contractor will provide other real estate law support which may include preparing legal documents, completing forms, retrieving documents from public records/court records/government or similar offices (LHC expects that some documents will not be available digitally), filing/recording documents, communication by telephone/email in connection with all of the listed activities, and legal research (as specifically requested).

Corporation does not anticipate the title services contractor to carry out a true attorney role (i.e. contractor is not expected to file legal actions, attend court, etc.).

**NOTE:**

**Workout and Recovered Property Closings – Non-Contractor Files** – Closings on properties being acquired through a deed in lieu of foreclosure or being transferred following a foreclosure shall be billed under the Closing for Rental Property unit cost. Title examinations and opinions shall be billed at the Full Rental Property Title Exam unit cost, subject to a credit for any title update unit cost(s) previously paid if contractor previously was requested to conduct a title examination and opinion update on that same file.