



# Louisiana Housing Corporation

**Notice of Funding Availability**

**for**

**Safe Haven Low Barrier Shelter**

**Issue Date:**

**Friday, November 1, 2019**

**Deadline to Submit Applications:**

**Friday, December 13, 2019 by 4:00 p.m. CDT**

# I. GENERAL AND ADMINISTRATIVE INFORMATION

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## A. Purpose

This Safe Haven, A Low Barrier Shelter Notice of Funding Availability (“NOFA”) is being issued by the Louisiana Housing Corporation (hereinafter referred to as the “LHC” or the “Corporation”) to obtain applications from qualified Non-profit organizations for the development and operation of a low barrier shelter with supportive services and whose mission includes serving populations experiencing homelessness and persons defined as “chronically homeless” within either the Parishes of Caddo, East Baton Rouge, and/or Lafayette.

‘Low-barrier’ shelter programs are defined as programs that run safely without requirements that either keep homeless people from entering the facility or that cause them to leave before they can find permanent housing. The ‘low-barrier’ shelter model is essential to ending homelessness because it creates an access point for hard-to-serve clients to connect with permanent housing and essential services. Services are provided by highly skilled staff using best practice skills to engage these individuals and provide all of the support and assistance to move these individuals to the appropriate housing

The intent of this NOFA is to address the need for shelter in the aforementioned parishes due to an increased number of persons experiencing homelessness. The Safe Haven Low Barrier Facility will provide shelter with minimal barriers to access. The ability to provide intensive on-site services to people experiencing chronic homelessness. Safe Havens are to serve as a refuge for people who are chronically homeless, disabled and have serious mental illness.

Up to Three Million Seven Hundred Thousand Dollars (\$3,700,000.00) in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds can be made available under this NOFA. Applicants may request funding for the acquisition and rehabilitation, conversion, or expansion of a site to be used as a Safe Haven Low Barrier Shelter. Applicants may also request funding for operational expenses and supportive services. Funding will be secured by a mortgage on the property acquired and/or improved with the funding.

## B. NOFA Coordinator

Written requests and questions must be directed to the NOFA Coordinator using the information listed below:

Louisiana Housing Corporation  
**ATTN: Winona Connor**  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
Email: [wconnor@lhc.la.gov](mailto:wconnor@lhc.la.gov)  
Re: Safe Haven-Low Barrier Shelter NOFA

This NOFA is available in electronic form at [www.lhc.la.gov](http://www.lhc.la.gov). The NOFA is also available in printed form by submitting a written request to the NOFA Coordinator.

## C. Process

The NOFA process commences with the issuance of the NOFA. The steps involved in the process and the anticipated completion dates are set forth in the schedule below. The LHC has structured a funding availability process that seeks to obtain the desired results described herein while establishing a competitive environment to ensure that each Applicant is provided an equal opportunity to submit an application in response to this NOFA.

Applications will be reviewed and evaluated by an evaluation team, to be designated by the Executive Director, which will determine the application most advantageous to the LHC, taking into consideration costs and the other evaluation factors set forth in the NOFA. Before being scored, each application will be reviewed to determine if the Applicant has met the minimum criteria described in this NOFA.

## D. Important Dates and Deadlines

<b>NOFA published and posted to LHC website</b>	Friday, November 1, 2019
<b>Deadline for submitting written inquiries</b>	Monday, November 8, 2019, by 4:00 p.m. CDT
<b>Deadline for submitting Letter of Intent to Apply to this NOFA</b>	Friday, November 15, 2019, by 4:00 p.m. CDT
<b>Deadline for LHC to respond to written inquiries from applicants</b>	Friday, November 22, 2019, by 4:00 p.m. CDT
<b>Deadline for submitting applications</b>	Friday, December 13, 2019, by 4:00 p.m. CDT
<b>Notice of Intent to Award</b>	No earlier than Friday, December 20, 2019

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

## E. Applicant Inquiries

The Corporation will consider written inquiries from applicants regarding NOFA requirements or Scope of Services. Inquiries will only be considered if they are submitted in writing to the NOFA Coordinator by the deadline for submission of written inquiries is Section I (D), above. Inquiries shall clearly reference the section of the NOFA about which the Applicant is inquiring or seeking clarification.

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

## F. Blackout Period

The blackout period is a specified period of time during a competitive NOFA process in which any Applicant, Respondent, or its agent or representative, is prohibited from communicating with any employee

of the Louisiana Housing Corporation and/or any member of the LHC's Board of Directors about the NOFA process. The blackout period applies not only to those referenced above but also to any contractor of the LHC. The NOFA identifies a NOFA Coordinator (above). All communications to and from potential Applicants, Respondents, vendors, and/or their representatives during the blackout period must be in accordance with this NOFA's defined method of communication with the designated NOFA Coordinator. The blackout period will begin upon posting of the NOFA. The blackout period will end when the contract is awarded.

In those instances, in which a prospective Applicant is also an incumbent contractor, the LHC and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the LHC and the incumbent contractor and/or its representative(s) discuss the blacked-out funding announcement.

Any violation of the foregoing will be considered as a basis for disqualification and any Applicant found to be in violation may be liable to the LHC in damages and/or subject to any other remedy allowed by law.

Notwithstanding the foregoing, the blackout period shall not apply to:

- Duly noticed site visits and/or conferences or meetings for Applicants;
- Written and/or oral discussion during the evaluation process;
- Communications regarding the NOFA between any person and the staff of the LHC provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of applications and the proper means of communicating regarding this NOFA but shall not include any substantive matter related to the particular procurement or requirements of the NOFA.

## G. Changes to the NOFA

In the event that the LHC determines, in its sole discretion, that it is necessary to revise any part of this NOFA, an addendum, supplement, or amendment to this NOFA will be posted at <http://www.lhc.la.gov>. It is the responsibility of the Applicant to check the website for any such addendums, supplements, or amendments made to the NOFA.

## H. Definitions

1. **Contractor** – Any individual or entity who is awarded or has a contract with the LHC.
2. **Corporation** – Louisiana Housing Corporation, a public body corporate and politic constitute an instrumentality of the State of Louisiana, created pursuant to Chapter 3-G of Title 40 of the Louisiana Revised Statutes, and charged with the mission of providing affordable, accessible, decent, safe, and sanitary housing to the low- to moderate-income citizens of the State of Louisiana.
3. **Discussions** -- For the purposes of this NOFA, a formal structured means of conducting written or oral communications/presentations with Applicants who submit applications in response to this NOFA.
4. **Application** – A response to a Notice of Funding Availability.
5. **Applicant/Respondent** – An organization or individual who responds to a Notice of Funding Availability.

6. **NOFA** – Notice of Funding Availability
7. **Shall, Must, Will** – A requirement that must be met without alteration.
8. **Should, Can, May** – Language denoting desirable, advisable or permissible action.
9. **State** – The State of Louisiana.
10. **Subcontractor** – An organization or individual entering into a contract with the Contractor.
11. **Continuum of Care (CoC)** – Local coalitions of organizations and individual people dedicated to a coordinated effort to prevent and end homelessness.
12. **Chronically Homeless Person** – An unaccompanied homeless individual with a disabling condition who had either been continuously homeless for a year or more or has had at least four (4) episodes of homelessness in the past three (3) years.
13. **Coordinated Entry**- Ensuring that all homeless people experiencing a housing crisis have fair and equal access and are quickly identified, assessed, referred, and connected to housing and assistance based on their needs

## II. Submission Requirements

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### A. Submission Deadline and Method of Delivery

Applications must be delivered in hard copy (printed) to the NOFA Coordinator designated in Section I (B), above, **by no later than 4:00 p.m. CDT on Friday, December 13, 2019.** Applicants mailing their applications should allow sufficient mail delivery time to ensure receipt of their applications by the date and time specified above. **Fax or e-mail submissions are not acceptable and will be disqualified from consideration.**

Applications may be mailed through the U. S. Postal Service or delivered by hand or courier to:

**Louisiana Housing Corporation**  
2415 Quail Drive  
Baton Rouge, LA 70808  
(225)763-8700  
**Attn: Winona Connor, NOFA Coordinator**  
**Re: Safe Haven Low Barrier Shelter NOFA**

***The outside of the envelope, box or package must be CLEARLY MARKED with the name of the NOFA and the Applicant's name and contact information.***

The Applicant is solely responsible for ensuring that its courier makes inside deliveries at the physical location. The applicant is solely responsible for the timely delivery of its application. Failure to meet the application submission deadline shall result in rejection of the application and disqualification from consideration.

## **B. Number of Copies**

Each Applicant shall submit one (1) signed original Application which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this NOFA. Three (3) additional copies of the Application should be provided for the Evaluation Team, as well as one (1) redacted copy, if applicable (see *Section II(H) - Proprietary Information* for details).

## **A. Required Signatures**

The Application must be signed by the individual or a representative of the entity duly authorized to sign applications or contracts on behalf of the entity or individual, such as:

1. A current corporate officer, partnership member, or other individuals specifically authorized to submit an application as reflected in the appropriate records on file with the Secretary of State;
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

## **C. Validity**

All applications shall be considered valid for acceptance for at least ninety (90) calendar days from the date of submission unless the Applicant provides for a different time period for validity within its application. However, the Corporation reserves the right to reject an application if the Applicant's period of validity is less than ninety (90) calendar days from the date of submission and the Applicant is unwilling to extend the validity of its application.

## **D. Acceptance of Application Content**

All applications will be reviewed to determine compliance with administrative and mandatory requirements as specified in the NOFA. Applications that are not in compliance will be rejected and disqualified from further consideration. Evaluation of applications shall be based only on the material contained in this NOFA, which may include official responses to questions, addenda, and other material provided by the Corporation pursuant to the NOFA.

Mandatory NOFA requirements shall become contractual obligations should a contract be awarded to the Applicant.

## **E. Clarity**

Each Applicant is responsible for the accuracy and completeness of its application. Applications must demonstrate a clear understanding of the requirements of this NOFA and present a clear description of proposed services and fee arrangements. While Applications prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of the Applicant's ability to meet the requirements of the NOFA.

## **F. Application Material Ownership**

All material submitted regarding and in response to this NOFA becomes the property of the State of Louisiana. Selection or rejection of an application does not affect this right.

## **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 an application identified as such must be clearly marked in the application 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 application marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Applicants must be prepared to defend the reasons the material should be held in confidence. If a competing Applicant or other party seeks review or copies of an Applicant's confidential data, the Corporation will notify the Applicant of the request. If the Applicant 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 Applicant refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

The Corporation reserves the right to make any application, 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 application. 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. Changes to Applications**

If prior to the deadline for submitting an application an Applicant needs to submit changes or addenda to its Application, such changes or addenda shall be submitted in writing to the Corporation, in a sealed envelope, clearly cross-referencing the relevant application section, and signed by an authorized representative of the Applicant. Changes and/or addenda to Applications shall meet all requirements for Applications.

## **I. Withdrawal of Application**

An Applicant may withdraw an application that has been submitted at any time up to the date and time the application is due. To accomplish this, a written request to withdraw the application must be signed by the authorized representative of the Applicant and submitted to the NOFA Coordinator.

## **J. Errors and Omissions in Applications**

The Corporation will not be liable for any errors or omissions in applications. The Corporation, at its option, has the right to request clarification or additional information from the Applicant due to errors or omissions identified by the LHC.

## **K. Application Rejection/NOFA Cancellation**

Issuance of this NOFA 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 applications submitted and/or to cancel this NOFA if it is determined to be in the LHC's best interest.

## **L. Cost of Application Preparation**

Each Application and all information required to be submitted pursuant to the NOFA shall be prepared at the sole cost and expense of the Applicant. 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 an application or for participating in this funding opportunity.

## **M. Written or Oral Presentations/Discussions**

The Corporation reserves the right to enter into a contract without further discussion of applications submitted. However, the Corporation, at its sole discretion, may require applicants reasonably susceptible of being selected for the award to provide a written or oral presentation of how they propose to meet the Corporation's objectives. Any commitments or representations made during such presentations, if conducted, will be considered binding and included in the final contract. Written and/or oral presentations/discussions for clarification may be conducted in order to enhance the Corporation's understanding of any or all of the applications submitted. A contract may, however, be awarded without such discussions.

The LHC reserves the right to adjust the original scores based upon information received in the presentations/discussions, using the original evaluation criteria.

## **N. References**

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

## **O. Other Rights Reserved by LHC**

LHC reserves the right to waive as informalities any irregularities in submittals and/or to reject any or all applications.



# III. SCOPE OF SERVICES

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## A. Overview

The mission of the LHC to ensure that every Louisiana resident is granted an opportunity to obtain safe, affordable, energy efficient housing. Each day this ongoing challenge is met by a dedicated staff of professionals who allocate federal and state funds to provide citizens housing and aid in housing recovery in the aftermath of natural disasters. A key objective of the Corporation’s disaster recovery efforts is to provide shelter and supportive services for populations facing homelessness through access to Safe Haven Low Barrier facilities.

## B. Minimum Qualifications and Requirements

Only those Respondents who meet the following minimum criteria are eligible to submit an application pursuant to this NOFA:

1. Respondent must be a non-profit organization with a mission that includes serving populations facing and/or experiencing homelessness in either of the Parishes of Lafayette, East Baton Rouge, and Caddo.
2. Respondent must have at least three (3) years of demonstrated experience and established a capacity to coordinate various service agencies, healthcare providers, and other organizations including Continuums of Care.
3. Respondent must also have the organizational capacity to partner with construction and development organizations with experience in the development of affordable housing through the use of federal funding including CDBG-DR funds.
4. Respondent must contact the CoC operating in the respondent’s proposed service area and obtain written certification from that CoC that the respondent’s project is an integral, strategic component of the CoC’s resource system for people experiencing homelessness. Contact information for each parish's CoC is as follows:

Parish	Continuum of Care	Contact Information
Caddo	Shreveport CoC	HOPE Connections Christa Pazzaglia <a href="mailto:christa@nwlahope.org">christa@nwlahope.org</a>   318-673-1025
East Baton Rouge	Louisiana Balance of State CoC	Louisiana Housing Corporation Gordon Levine <a href="mailto:glevine@lhc.la.gov">glevine@lhc.la.gov</a>   225-242-1388
Lafayette	Acadiana CoC	ARCH Acadiana Leigh Rachal <a href="mailto:arch@archacadiana.org">arch@archacadiana.org</a>   337-967-0995

5. Respondent must have the ability to sustain the operation bill to Medicaid for Crisis Beds and/or in order to sustain program operations.
6. Respondent must show a capacity to sustain the ongoing operations of the program and administration as well as maintenance of the property following the 18 months of operational funding.

## C. Program Eligible Activities

1. *Low Barrier Shelter Characteristic* – All projects must have the following characteristics:

- a. Located in a facility, meaning a structure, or structures, or clearly identifiable portion of a structure or structures;
- b. Provide 24-hour residence for eligible persons who may reside for an unspecified duration;
- c. Provide private or semiprivate accommodations;
- d. Overnight capacity is limited to no more than 50 persons;
- e. Provide low-demand services and referrals for residents;
- f. Prohibit the use of illegal drugs in the facility; and
- g. Must target chronically homeless individuals primarily from the streets.
- h. Shelters may also provide for the common use of kitchen facilities, dining rooms, and bathrooms.

2. *Eligible Activities* –Program eligible activities include:

- a. *Essential Services* – CDBG-DR funds may be used to provide essential services for up to 18 months to chronically homeless persons including case management, education services, employment assistance, and job training, outpatient health services, referral to legal services providers, life skills training, mental health services, substance abuse treatment services and transportation.
- b. *Renovation Activities* - Eligible costs include labor, materials, tools and other costs for renovation (including major rehabilitation or conversion of a building into a Safe Haven shelter facility).
- c. *Shelter Operations* - Eligible costs are the costs of maintenance (including minor or routine repairs), security, equipment, insurance, utilities, food, furnishings and supplies necessary for the operation of the facility.
- d. *Homeless Management Information System (HMIS)* – CDBG-DR funds may be used to pay the costs of contributing to the HMIS designated by the CoC for the area, including the costs of purchasing hardware, software licenses or equipment, obtaining technical support, completing data entry and analysis, monitoring and reviewing data quality, training, reporting, and coordinating and integrating the system.

## D. Construction and Development of Facility

1. It is anticipated that if necessary, shelter activities can commenced by eligible construction activities for the development of the shelter. Eligible construction activities pursuant to this NOFA include those outlined in the Housing and Community Development Act (HCDA) Sections 105(a) (1 – 2), 105(a) (4) and are summarized herein as follows:

- a. *Acquisition* – Acquisition of real property includes acquiring blighted or undeveloped real property appropriate for rehabilitation, conservation, or preservation activities including historic sites to be used for public purposes.
  - b. *Construction* – Construction includes reconstruction or installation of design features and improvements, installations that promote energy efficiency, and site or other improvements;
  - c. *Rehabilitation* – Rehabilitation and demolition including removal, reconstruction, and clearance of buildings, portions of a building or existing structures and improvements that promote energy efficiency, and rehabilitation of privately owned property.
2. All construction must comply with Louisiana State Uniform Construction Code (LSUCC) and all required local planning and zoning laws and ordinances. Federal regulations that may pertain to the specific project such as the Fair Housing and Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, also apply. LHC strongly encourages that the 2010 ADA/ABA standard be used when designing accessible units and public facilities.
  3. The construction standards listed below are the minimum requirements. The full list of requirements that shall govern Safe Haven projects can be found in Appendix B1 and Appendix B2.

a. Minimum Construction Requirements

1. Development and Unit Characteristics: The LHC is seeking well-built and attractive Safe Haven facilities which will be a positive contribution to its community. Applicants commit to design elements consistent with quality features and amenities, which should include resource-efficient, healthy and durable building systems and approaches, fencing and/or access control features as appropriate to the design/location of the project, open space and landscaping, parking, and/or in-unit features including market-standard square-footage of units, window treatments, appliances, and finishes.
2. New Construction
  - a. New construction shall be restricted to site-built facilities that meet the local and state building codes.
  - b. Design shall provide for an aesthetically pleasing living facility of average/modest construction that is consistent with the character of the surrounding neighborhood, subject to local and state building codes.
3. Minimum Internet/Cable Capacity Requirements: Safe Haven facilities must be equipped with networks to provide cable television, telephone and internet access in the living area in each facility or common use spaces. The following networks (combined or distinct) must be capable of being accessed and activated by tenants: (i) telephone network installed for phones using CAT5e or better wiring, (ii) network for data installed using CAT5e or better, networked from the unit back to a central location or similar configured wireless network and (iii) TV services network using COAX cable. The wiring for such networks should be available to tenants free of charge but tenants may be charged the actual fee incurred by the taxpayer for activating and making available any services

provided directly by the Project or through third party providers. The equivalent of wireless network access is acceptable.

4. Rehabilitation: Rehabilitation of vacant or unused portions of existing facilities shall provide for safe, sanitary, efficient and aesthetically pleasing living facilities of average/modest construction upon completion.
  5. Utility Services: All units must include a washer, dryer, and dishwasher.
- b. The Safe Haven Low Barrier Project does not assume responsibility for enforcing or determining compliance with local codes, zoning restrictions and regulations or make interpretations regarding their application in any specific instance. The Qualified Borrower shall be responsible for obtaining all applicable building permits and inspections leading to obtaining a certificate of occupancy and/or final inspection. These items, including a passed program inspection, will be a prerequisite to close on any property constructed or rehabilitated through the Safe Haven Low Barrier Project.

## IV. EVALUATION CRITERIA

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Each application will be preliminarily reviewed for compliance with the minimum qualifications and requirements set forth above in Section III (B). Failure to meet these qualifications and requirements will cause the application to be rejected and disqualified from further consideration.

Applications will be evaluated by the Evaluation Team based on the criteria detailed in this section. In preparing to submit a response, it is important for applicants to clearly demonstrate their expertise in the areas described in this NOFA.

Applicants are encouraged to identify and clearly label in their applications how each qualification is being addressed. Evaluation of responses to this NOFA will be based on the information provided in the application, and if applicable, interviews and reference responses. LHC reserves the right to request additional information or documentation from the Applicant regarding submission including, but not limited to, its application, personnel, financial viability, or other items in order to complete the evaluation. If an Applicant chooses to provide additional materials in their application beyond those requested, those materials should be identified as such and included in a separate section of the application.

The evaluation team will use a point system to create a list of Applications in ranked order. LHC shall award the contract for Underwriting Services to the Respondent whose application is most advantageous to LHC. The intent of this NOFA is to select as many underwriters as deemed by LHC to be in the best interests of the LHC.

The evaluation team shall compile the scores and make recommendations to the Executive Director on the basis of the responsive and responsible Applicant(s) best suited to meet the Corporation's requirements and needs and for the Applicant whose application, conforming to the NOFA, provides the applications most advantageous to the LHC.

Applications will only be evaluated based upon material and substantiating evidence presented to the Corporation and not on the basis of anything that may be inferred. Entities unable to demonstrate, to the satisfaction of the evaluation team, the necessary expertise and experience to complete the scope of services will not be considered.

Each Application will be evaluated using the criteria detailed below.

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# V. APPLICATION RESPONSE FORMAT

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## A. Cover Letter

A cover letter must be submitted on the Applicant's official business letterhead explaining the intent of the Applicant. Provide the name, Louisiana office location, and contact information of the primary contact person regarding your Non-profit corporation's application.

## B. Executive Summary

This section serves to introduce the scope of the application. It shall include administrative information including the Applicant contact name and phone number and the stipulation that the application is valid for a period of time at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Applicant's qualifications and ability to meet the LHC's overall requirements and the eligible activities of the Safe Haven project.

It should include a positive statement of agreement to comply with the contract terms and conditions and eligible activities. If the Applicant cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Applicant should address the specific language to which it cannot comply and submit whatever exception or exact contract modifications that it may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

## C. General Non-Profit Experience

1. Include information regarding your organization's experience working with chronic homeless persons, the CoC, and other state and federal partners.
2. Describe the management needs of the Safe Haven a Low Barrier Shelter on a day-to-day basis. Indicate the degree of access to resources of your organization that is required to monitor the intake and discharge of persons entering and departing the facility.

## D. Homelessness Experience

1. Summarize your organization's experience providing homeless services and solutions and/or providing shelter to homeless persons during the previous five (5) year period, beginning January 2014.
2. Describe any barriers to entry of homeless individuals attempting to gain access to your shelter facility. Indicate rules of your existing shelter facility and how exceptions might be made to adhere to the goals and expectations of the Low Barrier Shelter in providing an alternative to traditional shelters that might otherwise restrict access to certain individuals depending on circumstances.
3. Describe how your organization's program model reflects a commitment to the "Housing First" philosophy, as well as other evidence-based practice models (e.g., Assertive Engagement, Peer Supports, Motivational Interviewing or other best practice interventions for hard-to-serve

populations.), in order to ensure homeless people, have a safe place to reside without requiring compliance with service, treatment, or medication.

Describe how your organization’s program model reflects a commitment to the “Housing First” philosophy, as well as other evidence-based practice models (e.g., Assertive Engagement, Peer Supports, Motivational Interviewing or other best practice interventions for hard-to-serve populations.), in order to ensure homeless people have a safe place to reside without requiring compliance with service, treatment, or medication.

4. Specifically, as it pertains to your Parish (East Baton Rouge, Lafayette, Caddo), address any innovative ideas or strategies that demonstrate your organization’s understanding and ability to address the unique problems associated with serving homeless persons in your parish/area/community.
5. Describe any and all partnerships, collaborations, and affiliations your organizations has to provide supportive services to homeless persons, and include, but do not limit your description to the following:
  - a. Healthcare providers, mental health service providers;
  - b. Social services providers, job training, prospective employers, skills training and development;
  - c. Transportation assistance and services;
  - d. Coordinate Entry participation; and
  - e. In your description, please provide letters of support and documentation evidencing partnerships and collaborations with other organizations or providers.
  - f. Experience working with chronically homeless

## **E. Strategies for Sustaining the Safe Haven Facility and Services**

1. Describe and discuss strategies whereby the initial award CDBG-DR funding pursuant to the Safe Haven project will be utilized in a manner to maximize efficiency while providing a quality degree of services.
2. Provide a thorough explanation regarding your organization's ability to sustain the Safe Haven project post-award. Fully describe funding sources, and timeframes associated with said sources, and any budgetary or policy restrictions of use of funds from said sources.

## **F. Acquisition, Rehabilitation, or Construction and Development of Facility**

It is anticipated that as necessary, Safe Haven activities will be commenced by eligible construction activities. Eligible construction activities pursuant to this NOFA include those outlined in the Housing and Community Development Act (HCDA) Sections 105(a) (1 – 2), 105(a) (4).

Describe any unique amenities, which make your proposed Safe Haven facility safe, secure, and energy efficient. Briefly describe how the program meets the low barrier criteria.

## **G. Budget Justification**

Provide your organization's total budget requirements for staffing and operating the Safe Haven facility as of the most recent date that such information is available. Include, as an exhibit, your most recently available audited financial statements.

## **H. Disclosure**

1. Detail any commercial or criminal investigation, indictment, prosecution or other proceedings that have ever been brought against your organization (provide attachment if necessary). Also, describe any civil litigation pending or concluded within the last three (3) years against your organization that would impair the organization's ability to provide the requested services (provide attachments if necessary). Also, describe the nature of any conflicts of interest that you believe may exist or arise.
2. Disclose any potential conflicts of interest in representing the State of Louisiana in this matter, including any potential conflicts of interest of employees assigned to this project and potential conflicts with any of the Corporation's board members. The LHC reserves the right to disqualify an entity or cancel any contract for any potential conflict of interest issues raised initially and/or during the life of any contract awarded.

## **I. Supplementary and Miscellaneous Information**

The Applicant may include in this section any appropriate information necessary to demonstrate the Applicant's qualifications and experience, including business and/or personal references, and any other information deemed pertinent by the Applicant, including terms and conditions which the Applicant wishes the Corporation to consider.

The LHC reserves the right to request any additional information pertaining to the Applicant's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

## **J. Certification Statement**

The Applicant must sign and submit Appendix A, the Certification Statement.



## K. Scoring

<b>Evaluation Criteria</b>	<b>Points</b>
Executive Summary	10
General Experience	10
Homelessness Experience	20
Strategies for Sustaining Safe Haven Facility	20
Acquisition, Rehabilitation, Construction and Development of Facility	20
Budget Justification	20
<b>Total</b>	<b>100</b>

# VI. CONTRACT TERMS AND REQUIREMENTS

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## A. Contract Award and Execution

The LHC reserves the right to enter into a contract based on the initial offers received without further discussion of the applications submitted. The LHC also reserves the right to contract for all or a partial list of services offered in the applications.

The NOFA, including any addenda, added, and the selected application shall become part of the contract initiated by the LHC.

The selected Applicant shall be expected to enter into a contract that includes substantially the same terms and conditions included herein. An Applicant shall not submit its own standard contract terms and conditions as a response to this NOFA. The Applicant should submit in its application any exceptions or contract deviations that it wishes to negotiate. Negotiations may coincide with the announcement of the selected Applicant.

The contract will be awarded to the Applicant whose application best meets the needs of the LHC as outlined in Section IV.

If the contract negotiation period exceeds thirty (30) days or if the selected Applicant fails to sign the final contract within five (5) business days of delivery, the LHC may elect to cancel the award and award the contract to the next highest ranked Applicant.

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

## B. Notice of Intent to Award

The evaluation team shall review and score the applications and make a recommendation to the Executive Director on the most responsive application(s).

The LHC reserves the right to make multiple awards.

The LHC will notify the successful Applicant(s) and proceed to negotiate terms for the final contract(s). Unsuccessful applicants will be notified in writing accordingly.

Any person aggrieved by the proposed award has the right to file a protest with the LHC Executive Counsel no later than seven (7) calendar days after the issuance of the notification of award. The LHC Executive Director and two additional members of the LHC staff, as appointed by the Executive Director (collectively referred to as the "Dispute Review Panel") are authorized to resolve any protests arising after the notice of a proposed award.

The Dispute Review Panel shall render a written decision regarding a protest within fourteen (14) calendar days after receipt of the protest and any subsequently submitted information. A written decision shall be furnished to the aggrieved party and other interested parties.

In the event of a timely protest relating to the award of a contract, the LHC shall not proceed with the award of a contract unless the Dispute Review Panel makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the LHC.

The decision of the Dispute Review Panel is final and conclusive except when the decision is fraudulent or the person or entity adversely affected has timely appealed as provided herein.

Any person or entity adversely affected by the awarding of a contract may appeal the decision to the Executive Director within seven (7) days of receipt of the written decision. Review by the Executive Director of the decision of the Dispute Review Panel shall be based on documents submitted by the Dispute Review Panel and the person or entity adversely affected by the decision. The decision of the Executive Director shall constitute the final administrative determination regarding the protest or contract controversy.

Any person or entity adversely affected by the final administrative determination regarding a protest or contract controversy may seek judicial review of the administrative determination in the 19<sup>th</sup> Judicial District Court in East Baton Rouge Parish, which reviews shall be based on the record compiled at the administrative level.

## **C. Term of Contract**

The initial term of the contract shall be for three (3) years from the effective date of the contract and may be extended for two (2) additional one (1) year terms for a maximum contract term not to exceed five (5) years. All applications should reflect services in anticipation of a maximum contract term.

## **D. Insurance Requirements**

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below, as applicable. The Applicant's inability or 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.

### **1. Workers' Compensation**

Workers' Compensation insurance shall be in compliance with the Workers' Compensation law of the State of the Contractor's headquarters. Employers' Liability is included with a minimum of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating may be waived for workers' compensation coverage only.

### **2. Commercial General Liability**

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

3. **Professional Liability (Errors and Omissions)**

Professional Liability (Errors and Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy if the policy is not renewed.

4. **Automobile Liability**

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

5. **Cyber Liability**

Cyber Liability Insurance, including first-party costs, due to an electronic breach that compromises the LHC's confidential data, shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy if the policy is not renewed. The policy shall not be canceled for any reason, except non-payment of premium.

6. **Deductibles and Self-Insured Retentions**

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

7. **Other Insurance Provisions**

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

- a. *Commercial General Liability, Automobile Liability, and Cyber Liability Coverages.* The LHC, its officers, directors, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current form approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the LHC.

The Contractor's insurance shall be primary as respects the LHC, its officers, agents, employees, and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Corporation shall be excess and non-contributory of the Contractor's insurance.

- b. *Workers' Compensation and Employers' Liability Coverage.* To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its

officers, directors, agents, employees, and volunteers, for losses arising from work performed by the Contractor for the Corporation.

- c. *All Coverages.* All policies must be endorsed to require thirty (30) days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify the Corporation of policy cancellations or reductions in limits.

The acceptance of completed work, payment, failure of the LHC to require proof of compliance, or the LHC's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the LHC for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, directors, agents, employees, and volunteers.

## E. Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Property is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

## F. Verification of Coverage

The contractor shall furnish the Corporation with Certificates of Insurance reflecting proof of coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Corporation before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Louisiana Housing Corporation, Its Officers, Agents, Employees, and Volunteers  
2415 Quail Drive Baton Rouge, LA 70808  
Project Name:

In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Corporation reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Corporation, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

## **G. Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractors' certificates at any time.

## **H. Workers' Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents, and employees will have no cause of action against, and will not assert a claim against, the Louisiana Housing Corporation, its officers, agents, and employees as an employer, whether pursuant to the Louisiana Workers' Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the Louisiana Housing Corporation, its officers, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of the Contractor, its owners, agents, and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold harmless the Louisiana Housing Corporation, its officers, agents, and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **I. Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon the performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Louisiana Housing Corporation and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Louisiana Housing Corporation. If applicable, Contractor will indemnify, defend and hold the Louisiana Housing Corporation and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the Louisiana Housing Corporation in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Louisiana Housing Corporation shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Louisiana Housing Corporation or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as may be required.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material, or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the Louisiana Housing Corporation the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Louisiana Housing Corporation up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contractor, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The Louisiana Housing Corporation and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **J. Payment**

Payment terms shall be negotiated with the successful Applicant.

## **K. Termination**

### **1. Termination for Cause**

The Corporation may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the Corporation shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Corporation may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon may constitute a default and may cause the cancellation of the contractor.

The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Corporation to comply with the terms and conditions of this contract

provided that the Contractor shall give the Corporation written notice specifying the Corporation's failure and a reasonable opportunity for the Corporation to cure the defect.

## **2. Termination for Convenience**

The Corporation may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **L. 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.

## **M. Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, auditors of the LHC, and if applicable, federal auditors, shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relating to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the closeout of the respective federal grants.

## **N. Civil Rights Compliance**

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 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The 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, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination of this contract.

## **O. Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this NOFA and/or obtained or prepared by the Contractor in connection with the performance of the services contractor for herein shall become the property of the Louisiana Housing Corporation and shall, upon request, be returned by the Contractor to the Corporation, at the Contractor's expense, at termination or expiration of the contract.



## **P. Entire Agreement/Order of Precedence**

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

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the NOFA and the Contractor's application) shall take precedence, followed by the provisions of the NOFA, and then by the terms of the Contractor's application.

## **Q. Contract Modifications**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

## **R. Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the Corporation. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Corporation or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the Corporation's or Contractor's reasonable control, as the case may be, the Corporation or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his application.

## **S. Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. The venue of any action brought with regard to this contract shall be in the 19<sup>th</sup> Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **T. Code of Ethics**

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

## **U. Corporate Requirements**

The LHC will not contract with an entity not properly authorized to do business in the State of Louisiana. If the Applicant is a corporation not incorporated under the laws of the State of Louisiana, the Applicant shall have obtained a certificate of authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State prior to entering into a contract with LHC. If the Applicant is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana Secretary of State.

## **V. 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.

# Appendix A – Certification

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The undersigned hereby acknowledges that he/she has read and understands all requirements and specifications of the Notice of Funding Availability (NOFA).

**OFFICIAL CONTACT.** The Louisiana Housing Corporation requests that the Applicant designate one person to receive all documents and the method by which the documents are best delivered. The Applicant should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name: \_\_\_\_\_

B. Email Address: \_\_\_\_\_

C. Phone Number with area code: \_\_\_\_\_

D. U.S. Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Applicant shall certify that the above information is true and shall grant permission to the Louisiana Housing Corporation to contact the above-named person or otherwise verify the information provided.

By its submission of this application and authorized signature below, Applicant shall certify that:

1. The information contained in the Application in response to this NOFA is accurate;
2. Applicant shall comply with each of the mandatory requirements listed in the NOFA and will meet or exceed the functional and technical requirements specified therein;
3. Applicant shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this NOFA;
4. Applicant's application shall be valid for at least ninety (90) calendar days from the date of the signature below;
5. Applicant understands that if selected as the successful Applicant, he/she will have five (5) days from the date of delivery of final contract to execute the final contract document;
6. Applicants shall certify, by signing and submitting an application, that their company, any subcontractors, or principals, are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Uniform Guidance (2 CFR 200). A list of suspended or debarred parties can be viewed via the internet at <http://www.sam.gov>.

**Signature of Applicant/Authorized Representative:** \_\_\_\_\_

**Typed or Printed Name and Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

# Appendix C – Statement of Assurances

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## **APPLICANT STATEMENT OF ASSURANCES**

This Applicant hereby assures and certifies that:

1. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant 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 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. §4321, 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 and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.

8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control, and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant 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 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, this assurance shall obligate the Applicant 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 (Fair Housing Act, 42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs 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 (29 U.S.C. 701, et seq.), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

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

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

Applicant agrees to send to each labor organization or representative of workers with which the Applicant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Applicant's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the worksite 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.

Applicant agrees to include this section 3 clause in every sub-recipient 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 sub-recipient or contractor is in violation of the regulations in 24 CFR part 135. Applicant will not contract with any sub-recipient or contractor where the Applicant has notice or knowledge that the sub-recipient or contractor has been found in violation of the regulations in 24 CFR part 135.

The Applicant will certify that any vacant employment positions, including training positions, that are filled (1) after the Applicant 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 Applicant'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. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
  - (a) Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
  - (b) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - (c) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the

relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and

(d) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

(e) Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act.

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'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 the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), 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 §570.489(h).
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:
  - (a) Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - (b) Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - (c) Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).

(d) Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)

26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.
27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR Part 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:

(a) The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and

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

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866, July 12, 1979).

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

(a) The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and

(b) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

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

APPLICANT

By: \_\_\_\_\_

Title: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

# Appendix B (1) and B (2) – Construction Standards

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