



Louisiana Housing Corporation

Notice of Intent
For
Mid-City Gardens Activity Center

Issue Date:
Tuesday, March 14, 2023

Deadline to Submit Applications:
Wednesday, April 14, 2023
By 4:00 pm CST

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Purpose

This Notice of Intent (“NOI”) 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 (“NPO”) for the purposes of providing services and activities to the residents and community by leasing space within the Mid-City Gardens Activity Center. The Mid-City Gardens Activity Center is located at 1690 North Boulevard, Baton Rouge, LA, 70802. The Mid-City Gardens Activity Center was constructed in 2013 as a ±13,273 square foot multi-purpose building containing programmable spaces for various activities such as: a community center, fitness center, dance studio and meeting rooms, In addition, the Mid-City Gardens Activity Center contains an unfinished space for future development opportunities. Applications will be accepted from NPOs that are interested in utilizing all or a portion of the available space

Through this Notice of Intent, the Louisiana Housing Corporation (hereinafter referred to as the “LHC” or the “Corporation”) is encouraging qualified Non-profit Organizations (“NPO” or “Applicants”) with proven track records of providing services to the community or similar communities to submit regarding below market rental opportunities within the Mid-City Gardens Activity Center. Special consideration will be given to NPOs providing services to low to very low income members of the community. However, all other NPOs who specialize in community based supportive services are welcomed to apply.

B. Mid-City Garden Amenities:

The Mid-City Gardens Activity Center is centrally located minutes from downtown Baton Rouge and the Activity Center’s amenities include:

1. Office spaces area
2. Outdoor patio area
3. Meeting rooms
4. Kitchen area
5. Dance or exercise studio
6. Storage lockers and showers
7. ADA accessible features
8. Energy efficient design.

C. Supportive Services Eligible for Consideration

The selected Applicant(s) will be required to provide a plan for monitoring and reporting services that are provided to the targeted population. The below list is not an exhaustive list, but based upon preliminary surveys, a suggested list of services that may benefit the community and tenants:

1. Mental health services
2. Youth Activity Center

3. Adult Activity Center
4. Physical health, fitness, and wellness gym
5. Financial literacy
6. Education services (i.e. tutoring, computer lab, etc.)
7. Career and workforce development
8. Legal aid services

D. NOI Coordinator

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

Louisiana Housing Corporation
ATTN: BRENDA EVANS
 2415 Quail Drive
 Baton Rouge, Louisiana 70808
 Email: bevans@lhc.la.gov
 Re: Mid-City Gardens Activity Center Lease

This NOI is available in electronic form at www.lhc.la.gov. The NOI is also available in printed form by submitting a written request to the NOI Coordinator.

E. Process

The NOI process commences with the release of the NOI.

Applications to this NOI will be reviewed and evaluated by an evaluation team which will determine which application(s) are most advantageous to the LHC and the community, while taking into consideration suitability, history of providing supportive services, capacity and other evaluation factors set forth in this NOI.

F. Important Dates and Deadlines

NOI posted to LHC website	Tuesday, March 14, 2023
Walk Through (one opportunity)	Monday, March 27, 2023 between noon and 3:00 pm
Deadline for submitting written inquiries	Friday, March 24, 2023
Deadline for LHC to respond to written inquiries from applicants	Friday, March 31, 2023
Deadline for submitting applications	Friday, April 14, 2023
Notice of Intent to Award	Not sooner than Friday, April 28, 2023

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

G. Applicant Inquiries

The Corporation will consider written inquiries from applicants regarding the NOI. Inquiries will only be considered if they are submitted in writing to the NOI Coordinator by the deadline for submissions. Inquiries shall clearly reference the Mid -City Gardens Activity Center.

The Corporation reserves the right to modify the NOI should a change be identified that is in the best interest of the Corporation.

H. Blackout Period

The blackout period is a specified period of time during a competitive procurement process in which any Applicant, bidder, 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 procurement. The blackout period applies not only to those referenced above, but also to any contractor of the LHC. The NOI identifies an NOI Coordinator (Page 3). All communications to and from potential Applicants, bidders, vendors, and/or their representatives during the blackout period must be in accordance with this NOI's defined method of communication with the designated NOI Coordinator. The blackout period will begin upon posting the NOI. 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 procurement.

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 for bidders or Applicants;
- Written and/or oral discussion during the evaluation process;
- Communications regarding the NOI 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 the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the NOI.

I. Changes to the NOI

In the event that the LHC determines, in its sole discretion, that it is necessary to revise any part of this NOI, an addendum, supplement, or amendment to this NOI 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 NOI.

J. Definitions

1. **Contractor** – Any individual or entity that is awarded or has a contract with the LHC.
2. **Corporation** – Louisiana Housing Corporation, a public body corporate and politic constitute and 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 NOI, a formal structured means of conducting written or oral communications/presentations with Applicants who submit Applications in response to this NOI.
4. **Application** – A response to this Notice of Intent to Contract.
5. **Applicant** – A firm, organization, or individual who responds to this Notice of Intent to Contract.
6. **Dispute Review Panel** – a panel of LHC employees consisting of the designated procurement officer and two additional members to be appointed by the Executive Director who are authorized to resolve protests and contract controversies relative to this NOI.
7. **NOI** – Request for Applications
8. **Shall, Must, Will** – A requirement that must be met without alteration.
9. **Should, Can, May** – Language denoting desirable, advisable or permissible action.
10. **State** – The State of Louisiana.
11. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

II. Submission Requirements

A. Submission Deadline and Method of Delivery

Applications must be delivered in hard copy (printed) to the NOI Coordinator designated in Section I (B), above, **by no later than 4:00 p.m. CT on Wednesday, April 14, 2023**. 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
ATTN: Brenda Evans 2415 Quail Drive
Baton Rouge, Louisiana 70808
Email: bevans@lhc.la.gov
Re: NOI for Mid-City Gardens Activity Center

The outside of the envelope, box or package must be CLEARLY MARKED with the following information and format:

Application Name: Mid-City Gardens Activity Center Application
Submission Deadline: Wednesday, April 14, 2023, 4:00 pm CT

Applicant is solely responsible for ensuring that its courier makes inside deliveries at the physical location. 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 NOI. 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).

C. 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 individual 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.

D. 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 any 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.

E. Acceptance of Application Content

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

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

F. Clarity

Each Applicant is responsible for the accuracy and completeness of its Application. Applications must demonstrate a clear understanding of the requirements of this NOI and present a clear description of what is being proposed including types of 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 NOI.

G. Application Material Ownership

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

H. Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within 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.

I. Changes to Applications

If prior to the deadline for submitting Application an Applicant needs to submit changes or addenda to its Application, such changes or addenda shall be submitted in writing to the Corporation to the Attention of the NOI Coordinator, 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.

J. 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 NOI Coordinator.

K. 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.

L. Application Rejection/NOI Cancellation

Issuance of this NOI in no way constitutes a commitment by the LHC to enter into a contract. The Corporation reserves the right to accept or reject, in whole or in part, all Applications submitted and/or to cancel this NOI if it is determined to be in the LHC's best interest.

M. Cost of Application Preparation

Each Application and all information required to be submitted pursuant to the NOI 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 procurement process.

N. 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 on 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.

O. 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 NOI, 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.

P. 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

A. Overview

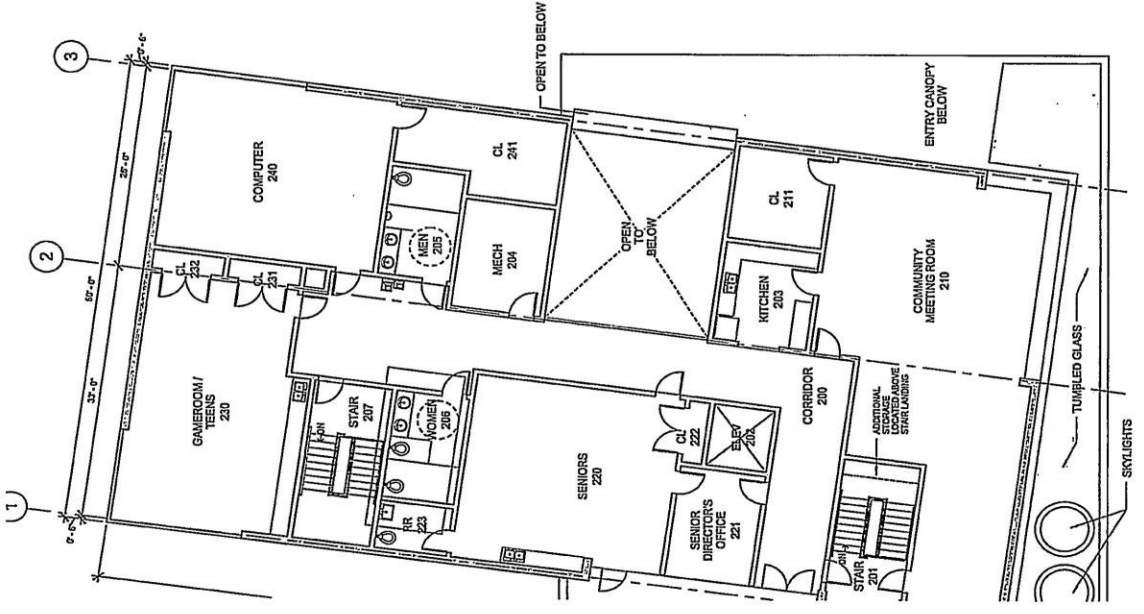
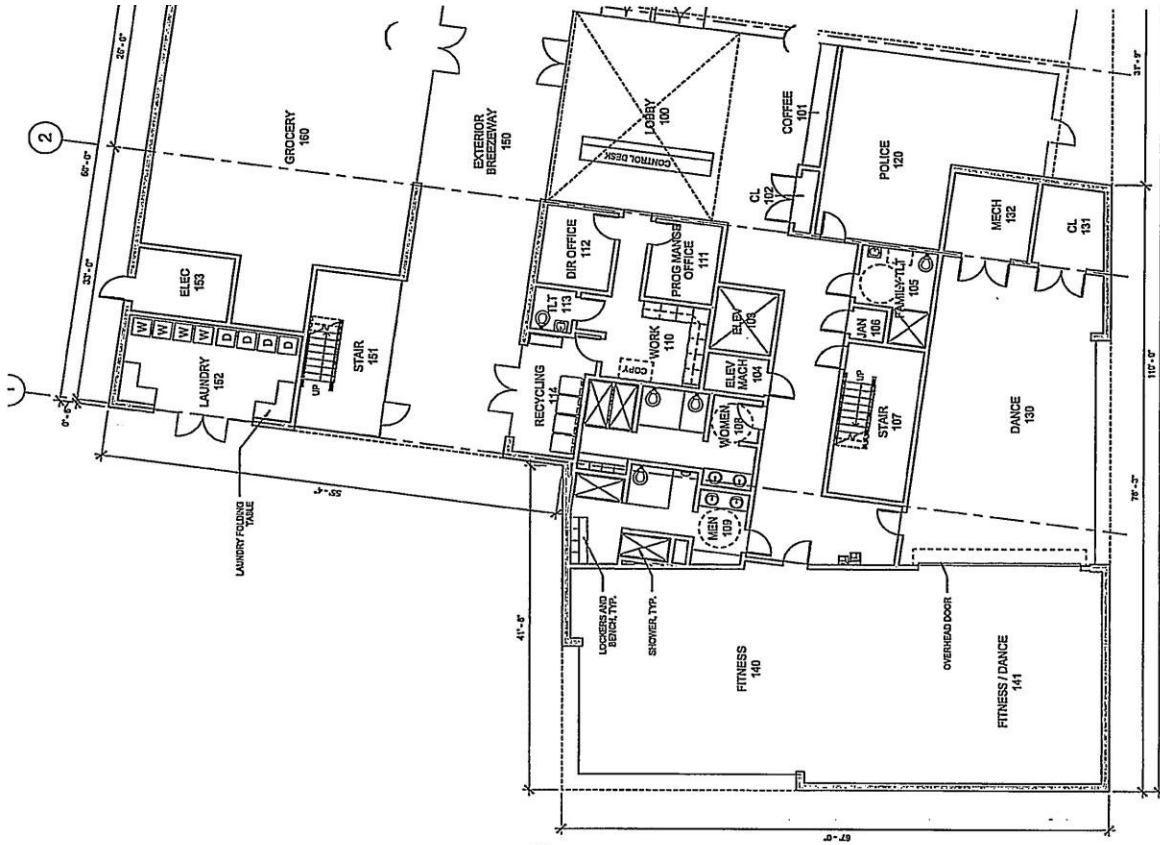
The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting Applications from qualified Non-Profit Organizations with a history of providing services and activities to the residents and community to respond regarding rental opportunities within the Mid- City Gardens Activity Center located at 1690 North Boulevard, Baton Rouge, LA, 70802.

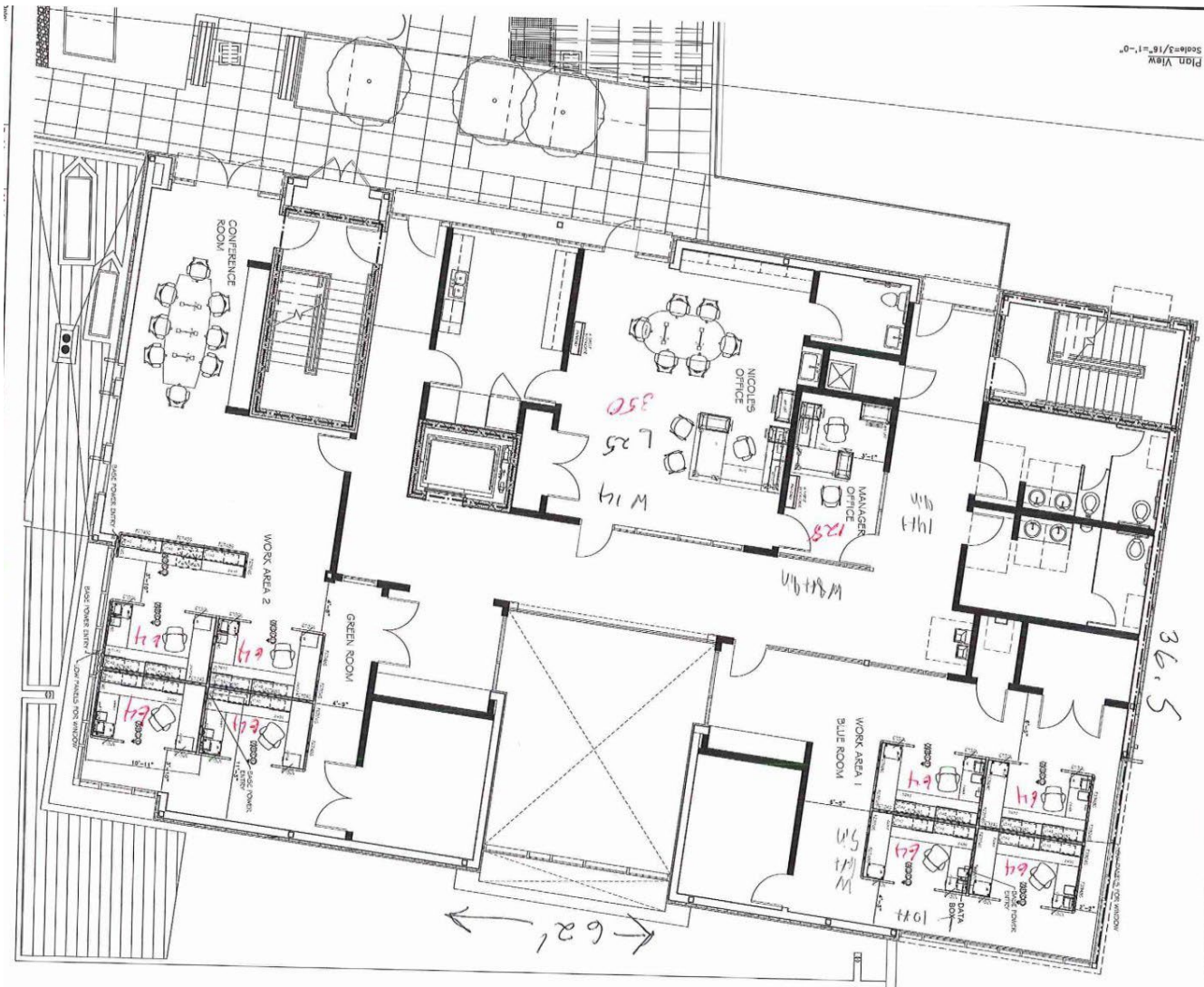
Facilities

The Mid-City Gardens Activity Center is located at 1690 North Boulevard, Baton Rouge, LA, 70802. Mid-City Gardens Activity Center was constructed in 2013 as a ±13,273 square foot multi-purpose building containing programmable spaces for various activities such as a community center, fitness center, and dance or exercise studio and meeting rooms, In addition, Mid-City Gardens Activity Center contains an unfinished space for future developmental opportunities.

Floor Plans (See Attachment B)

(The following floor plans may not represent the current site configuration)





IV. EVALUATION CRITERIA

Each Application will be preliminary reviewed for compliance with the qualifications and requirements set forth in this NOI. Failure to meet these qualifications and requirements will cause the Application to be rejected and disqualified from further consideration.

Applications will be evaluated by an 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 NOI.

The Evaluation Team will use the following **required** criteria to evaluate all acceptable Applications:

PART 1: An itemized, comprehensive, detailed description of each service and or activity that your organization will provide at the Mid-City Gardens Activity Center as well as an overview of your organization's experience in providing the activities and services set forth herein as well as documenting the need of the proposed activities and services.

(MAXIMUM POSSIBLE POINTS – 50)

- Requirement #1: Supply documentation identifying the qualifications and relevant experience of the Applicant and relevant staff assigned to each service and activity;
- Requirement #2: Provide quantitative data such as demographics studies, surveys, governmental documents and/or other hard, reliable reports/data the services and use of the building(s) as proposed by the application;
- Requirement #3: A list of client references supporting the applicant's ability to provided proposed services;

PART 2: Financial Feasibility and Viability of proposed use(s) of Mid-City Activity Center

(MAXIMUM POSSIBLE POINTS – 40)

- Requirement #4: A proposed 24 month payment schedule for renting the complex including payment provisions requested and estimated operational expenses;
- Requirement #5: 12-month pro forma for the proposed use of the project which includes the proposed payment schedule outlined in Requirement #4 above;
- Requirement #6: Complete tax returns, including all schedules and attachments, for tax years 2021, 2020, and 2019 for the non-profit **and** current financial information including profit and loss statement (audited) and balance sheet (audited);

PART 3: Certification and Guarantee(s) – REQUIRED - NONPOINT SECTION

- Requirement #7 – A statement of no criminal proceedings, or investigations **or** a brief description of any criminal proceedings or investigations, involving the applicant or any employees of the Applicant who may be involved in providing the activities and services proposed; and

- Requirement #8: Any guarantees offered by your Organization **or** a signed statement attesting that no guarantees are offered

Applicants must clearly label and identify in their Applications each of the above eight (8) enumerated qualification requirements. Evaluation of responses to this NOI 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 information including, but not limited to, the 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 **required and listed above**, those materials should be labeled and identified as such and included in a separate section of the Application. NOTE: If an applicant does not address each of the eight (8) enumerated required criteria, the application will be rejected and disqualified from further consideration.

The evaluation team will use consensus scoring through a point system to create a list of Applications in ranked order. Up to 90 points can be awarded to the Application based upon the 8 requirements listed above in the Evaluation Criteria section.

The evaluation team shall consensus score the applications and make recommendations to the Executive Director on the basis of the most responsive and responsible Applicant(s) with a competitive score(s) that is best suited to meet the Corporation's and community requirements and needs.

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.

A. Veteran and Hudson Initiative Programs Participation

Participation of Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) will be scored as part of the Technical Evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are certified by the Louisiana Department of Economic Development. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

Up to 10 points shall be reserved for Applicants who are themselves a certified LaVet entrepreneurship and/or a Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified LaVet or Hudson Initiatives small entrepreneurships as subcontractors.

If an Applicant is certified as a LaVet or Hudson small entrepreneurship, the total maximum points to be awarded is 10 points.

If an Applicant is not a certified LaVet or Hudson small entrepreneurship as described herein, but plans to use certified Hudson and/or Veteran small entrepreneurs, the Applicant shall include in its Application the name(s) of their certified LaVetInitiative and/or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

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

Applicant Status and Possible Points

- Applicant is a certified LaVet and Hudson small entrepreneurship: Maximum 10 points
- If Applicant is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more (a maximum of 3) LaVet and/or Hudson certified small entrepreneurs to participate as subcontractors, then points will be allocated based on the following criteria;
- The number of LaVet and/or Hudson certified small entrepreneurs to be utilized at 2 points each for a maximum total points of 6; and
- The experience and qualifications of the Certified LaVet and Hudson Initiative subcontractor.
- In no event can the points exceed 6 total for all subgrantees anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s). During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

The statutes (La. R.S. 39:2171 *et seq.*) concerning the Veteran Initiative and the statutes (La. R.S. 39:2001 *et seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative are found in the Louisiana Administrative Code, Chapter 19, "Corporations and Business" and may be viewed at <http://www.doa.la.gov/pages/osr/lac/books.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/> Additionally, a list of Hudson and Veteran Initiative small entrepreneurs that have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg may be access from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. When using this site, determine the search criteria (i.e., alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

V. APPLICATION RESPONSE FORMAT

A. Cover Letter and Executed Attachment A

A cover letter should be submitted on the Applicant's official business letterhead explaining the intent of the Applicant along with an **Executed Attachment A**

B. Executive Summary

The Executive Summary ("Summary") serves as an opportunity for the applicant, in free form, to fully explain their vision and how their proposed use of the Mid-City Gardens Activity Center would benefit the tenants and community and be sustainable long term. This section should also include a summary of how the proposed activities and services would be implemented, organized, and managed. Applicants should also describe their approach to project management and quality assurance to make sure all activities are carried out safely and equitably should there be competing interests or activities in the case of multiple contracted applicants.

C. Evaluation Criteria

Part 1. An itemized, comprehensive, detailed description of each service and or activity that your organization will provide at the Mid-City Gardens Activity Center as well as an overview of your organization's experience in providing the activities and services set forth herein as well as documenting the need of the proposed activities and services.

(MAXIMUM POSSIBLE POINTS – 50)

Requirement #1: Supply documentation identifying the qualifications and relevant experience of the Applicant and relevant staff assigned to each service and activity;

Requirement #2: Provide quantitative data such as demographics studies, surveys, governmental documents and/or other hard, reliable reports/data the services and use of the building(s) as proposed by the application;

Requirement #3: A list of client references supporting the applicant's ability to provided proposed services;

Part 2. Financial Feasibility and Viability of proposed use(s) of Mid-City Activity Center

(MAXIMUM POSSIBLE POINTS – 40)

Requirement #4: A proposed 60-month payment schedule for renting the complex including payment provisions requested and estimated operational expenses;

Requirement #5: 60-month pro forma for the proposed use of the project which includes the proposed payment schedule outlined in Requirement #4 above;

Requirement #6: Complete tax returns, including all schedules and attachments, for tax years 2021, 2020, and 2019 for the non-profit **and** current financial information including profit and loss statement (audited) and balance sheet (audited);

Part 3. Certification and Guarantee(s) - REQUIRED - NONPOINT SECTION

Requirement #7 – A statement of no criminal proceedings, or investigations **or** a brief description of any criminal proceedings or investigations, involving the applicant or any employees of the Applicant who may be involved in providing the activities and services proposed;

Requirement #8: Any guarantees offered by your Organization **or** a signed statement attesting that no guarantees are offered.

D. Miscellaneous

Taxes. Any taxes other than State and Local Sales and Use Taxes, from which the State is exempt, shall be assumed to be included in the Applicant's costs.

Other. -- Potential costs and/or charges, if any, for any and all proposed services associated with the implementation and administration of this NOI which should be considered by the Corporation shall be submitted in the Application.

E. CONTRACT TERMS AND REQUIREMENTS

A. Contract Award and Execution

The LHC reserves the right to enter into a lease contract based on the initial applications received without further discussion of the Applications submitted. The LHC also reserves the right to enter into lease agreements for all or a portion of the Mid-City Gardens Activity Center.

The NOI, including any addenda added, and the selected Application shall become part of the lease 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 NOI. 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(s) whose Application is most advantageous to the LHC and that best suits the needs of the tenants and community based on the Applications submitted. The formal announcement of the selected tenant will occur on or about the date indicated in the Important Dates and Deadlines, Section I (D). **Negotiations may begin with the announcement of the successful Applicant(s).**

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

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

B. Notice of Intent to Award

The evaluation team shall compile consensus scores and make a recommendation to the Executive Director on the basis of the responsive and responsible Applicant(s) with the highest score(s).

The LHC reserves the right to make multiple awards.

The LHC will notify the successful Applicant(s) and proceed to negotiate terms for 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 Dispute Review Panel no later than seven (7) calendar days after the issuance of the notification of award. Applicants are to file the dispute via email to the NOI Coordinator at bevans@lhc.la.gov. The Dispute Review Panel is 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 regarding the awarding of a contract may appeal the decision to the Executive Director within seven (7) calendar 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 19th Judicial District Court in East Baton Rouge Parish, which review 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, but may be extended for a period not to exceed five (5) years. All Applications should reflect services in anticipation of a maximum contract term. The applicant is required to maintain its nonprofit status throughout the term of the contract.

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.

i. 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.

i. 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. Claims-made form is unacceptable.

ii. 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.

iii. 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.

v. 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.

vi. Other Insurance Provisions

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

1. 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.

2. 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.
3. 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, 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

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: MID-CITY GARDENS**

In addition to the Certificates, 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 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 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

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. 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. The Contractor may not sublease the space without written approval from 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 relate 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 date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

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.

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. Entire Agreement/Order of Precedence

This contract, together with the NOI and addenda issued thereto by the State, the Application submitted by the Contractor in response to the State's NOI, 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 NOI and the Contractor's Application) shall take precedence, followed by the provisions of the NOI, and then by the terms of the Contractor's Application.

P. 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.

Q. Governing Law

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

R. 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 which can officially rule on ethics issues.

S. 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.

T. 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.

Attachment A – Certification

The undersigned hereby acknowledges that he/she has read and understands all requirements and specifications of the Request for Applications (NOI).

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 NOI is accurate;
2. Applicant shall comply with each of the mandatory requirements listed in the NOI 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 NOI;
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:** _____

SPACE (Estimate)	NET SF	REMARKS	(ATTACHMENT B)
Senior Living Room	610	Room dedicated to Senior Programming. Includes a small counter with sink.	
Storage for Senior Living Room	19		
Toilets (BA)	56	ADA single toilet. Dedicated to seniors.	
Senior Directors Office SDO	154	Office located with view to Senior Living Room	
TOTAL SENIOR AREAS	839		
Other Program - All Community Space			
Teens Room: Game Room - TV Theater - Arts/Crafts	656	Room includes location for TV with seating, an area for table games (games to be determined by LHC) and an arts and crafts area (with TV counter)	
Closet for Game Room	42		
Kitchen (KIT)	146	Including pantry cabinets, dishwasher, refrigerator and sink with garbage disposal and serving counter. Not a demonstration style kitchen.	
Computer Room	602	Computer room set up for classroom style or individual seating with a moveable partition to divide the room into two spaces.	
Closet for Computer Room	186		
Community Room	1,142	Multipurpose community meeting room.	
Closet(s) at Community Room	136	Closets for community room (table and chair storage)	
Group Exercise and Dance	841	Room includes wood flooring, mirrors, sound system and appropriate acoustical measures. This space is equipped with wide roll up door for overflow into the fitness area.	
Storage for Group Exercise and Dance	86		
Fitness	1,738	Room for athletic equipment and weight training. Floors to be rubberize or cork.	
TOTAL OTHER PROGRAM - COMM. SPACE	5,575		
Administration & ENT			
Property Managers Office (PMO)	100	Adjacent to Control Desk with view of main entry and lobby.	
Property Managers Office (PMO)	100	Adjacent to Control Desk with view of main entry and lobby.	
Control Desk (CD)			
Staff Workroom (WR)		Accessible from staff offices, room to have casework (base and upper cabinets) Verify equipment with LHC for what is typical in this area.	
Staff Toilet	27	Direct access from work room	
Main Lobby	786	Main entry space, double height with seating , control desk, and coffee area.	
Community Services			
Services - Coffee Shop (Proposed)	58	Casework along wall with direct access to Main Lobby Area where seating will be located.	
Police Office (Proposed)	535	Administrative office for local neighborhood police presence with direct access to outside and off of the Main Lobby	
Grocery Market (Proposed)	1,261	Shell space only - proposed use - to be built out by grocer tenant (or other retail tenant) Direct access to outside/sidewalk	
TOTAL COMMUNITY SERVICES	1,854		
Building Support			
Main Electrical Room	95	Direct access from exterior	
Sprinkler Riser Room			
Building Mechanical Room	256	One per floor	
Janitor Closet	18	Near Men's and Women's locker rooms	
Elevator	59		
Elevator Equipment Room (EM)	35		
Laundry Room (LDRY)	241	Residential washer/dryer, countertop for folding laundry, and upper cabinet for laundry supplies	
Recycling Center	135		
Men's and Women's toilet Locker/Showers	699		
Family Locker Room	91		
TOTAL BUILDING SUPPORT	1599	* Need 2 drinking fountains	
Roof (not in subtotal)			
Subtotal	11,024		
Non- Vegetated Roof	6,600	White membrane roofing	
Vegetated Roof	2,500	Vegetated green roof with landscape area	
*****TOTAL ENCLOSED 14,294			