Louisiana Balance of State Continuum of Care

REQUEST FOR PROPOSALS

For

HMIS SYSTEM ADMINISTRATOR SERVICES

for the LA Balance of State Continuum of Care (LA BOSCOC)[1]

Issue Date: Tuesday, October 27, 2026

Deadline to Submit: Friday, October 30, 2026; 4:00 p.m. C.T.

Louisiana Housing Corporation

[1] The Louisiana Housing Corporation serves as the HMIS Lead for the LA Balance of State Continuum of Care. Read more at LABOSCOC.ORG.

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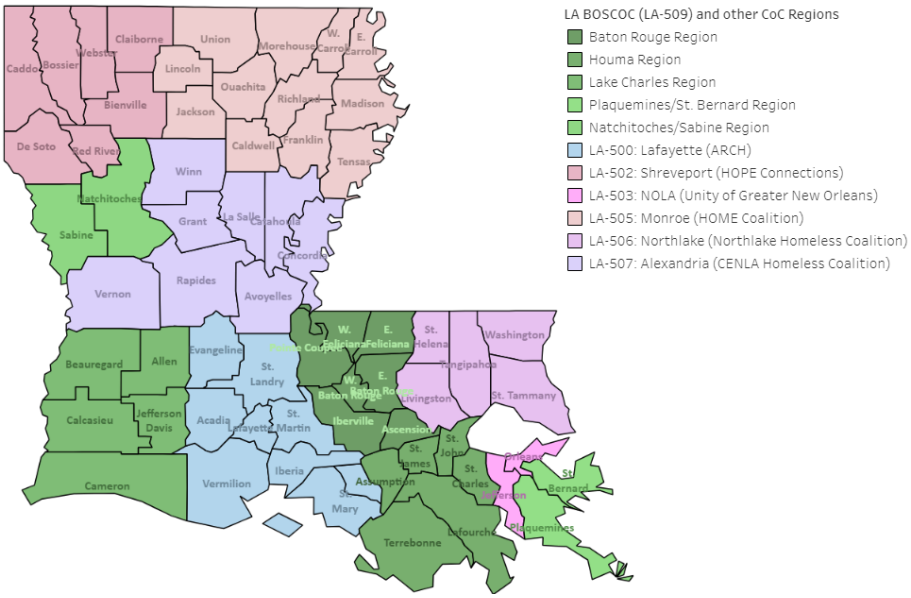
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I. General Administrative Information

A. Purpose

The Louisiana Housing Corporation (LHC or Corporation), on behalf of the Louisiana Balance of State Continuum of Care (LA BOSCOC), is issuing this RFP to solicit proposals from qualified Proposers to act as the **Homeless Management Information System (HMIS) Administrator** for the five regions overseen by the Louisiana Balance of State Continuum of Care (LA BOSCOC). The LA BOSCOC is Louisiana's largest coalition to end homelessness. It serves more than half of Louisiana's geography, including the cities of Baton Rouge, Houma, and Lake Charles (See Exhibit A).

Exhibit A – LA BOSCOC (Green Shaded)



The selected Proposer will act as the HMIS Administrator of the HMIS software adopted by the Louisiana Services Network Data Consortium (LSNDC). The Administrator is contracted by the Louisiana Housing Corporation, which serves as the HMIS Lead. The HMIS Administrator's responsibilities will include:

- Oversight of the HMIS vendor relationship, training and technical assistance for all HMIS Participating Agencies,
- Data collection, analysis, and integration, and writing and submission of Federal reports.
- Ensure that all HMIS Participating Agencies abide by data privacy and security policies held by Federal and State agencies.
- Ensure that all collected data is accurate and will troubleshoot, through partnership with the HMIS vendor, any technical issues that may arise during the contract period.

- Ensure that the analysis and reporting of data demonstrates an accurate depiction of the experience of homelessness and at-risk of homelessness in Louisiana so that all clients are able to access the services and supports for which they are eligible, and that all HMIS Participating Agencies have access to the information they need to best serve their clients.

This RFP will allow LHC to select a Contractor or multiple Contractors specialized in the requested services. The administration of an HMIS is a mandate from the U.S Department of Housing and Urban Development (HUD). The selected Contractor will work within the oversight of the LA BOSCOC and LHC to ensure the efficient and effective implementation of the HMIS to serve people experiencing homelessness and at-risk of experiencing homelessness throughout the state of Louisiana.

II. Solicitation (RFP) Coordinator

This RFP is available in electronic form at www.lhc.la.gov. (See "Requests for Proposals" under the "Documents" tab). The RFP is also available in printed form by submitting a written request to the Solicitation Coordinator.

Questions must be directed to the RFP Coordinator – see section III. B. for instructions and contact details. Please note the Q&A dates as specified in Section III (A.) *Important Dates and Deadlines.*

III. Process

The RFP process commences with the issuance of the RFP. The steps involved in the process and the anticipated completion dates are set forth in the schedule below.

The LHC has structured a procurement process that seeks to obtain the desired results described herein while establishing a competitive environment to ensure that each proposer is provided with an equal opportunity to submit a proposal in response to this RFP.

Proposals will be reviewed and evaluated by an evaluation team, to be designated by the Solicitation Coordinator, which will determine the proposal most advantageous to the LHC, taking into consideration price and the other evaluation factors set forth in the RFP. Before being scored, each proposal will be reviewed to determine if the proposer has met the minimum evaluation criteria described in this RFP.

A. Important Dates and Deadlines

Action or Requirement	Date
RFP is published and posted to LHC website	Tuesday, October 27, 2026
Deadline for submitting written inquiries (Q&A Deadline)	No later than 4:00 P.M. C.T. Wednesday, October 28, 2026
Deadline for LHC to respond to written inquiries from proposers	No later than 4:00 P.M. C.T. on Thursday, October 29, 2026
Deadline for submitting Proposals	Friday, October 30, 2026; 4:00 P.M. C.T.
Anticipated Contract Start Date	Friday, November 6, 2026

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

B. Proposer Inquiries

The Corporation will consider written inquiries, preferably via email from proposers regarding RFP requirements or Scope of Services. Inquiries will only be considered if they are submitted to the RFP Coordinator by the deadline for submission of written inquiries set forth in Section III (A). Inquiries shall clearly reference the section of the Proposal about which the Proposer is inquiring into or seeking clarification.

Inquiries should use the contact information listed below:

Re: HMIS System Administrator Services RFP
Email: LABOSCOC@lhc.la.gov

Louisiana Housing Corporation
ATTN: Aimee LeBlanc
Re: RFP for HMIS System Administrator
2415 Quail Drive
Baton Rouge, Louisiana 70808

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

C. Blackout Period

The blackout period is a specified period of time during a competitive procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any employee of the BOSCOC, 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 RFP identifies an RFP Coordinator (above). All communications to and from potential Proposers, bidders, vendors, and/or their representatives during the blackout period must be in accordance with this RFP's defined method of

communication with the designated RFP Coordinator. The blackout period will begin upon posting of the RFP. The blackout period will end when the contract is awarded. In those instances, in which a prospective Proposer 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 Proposer 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 Proposers;
- Written and/or oral discussion during the evaluation process;
- Communications regarding the RFP 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 proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

D. Changes to the RFP

In the event that the LHC determines, in its sole discretion, that it is necessary to revise any part of this RFP, an addendum, supplement, or amendment to this RFP will be posted at http://www.lhc.la.gov. (See "Requests for Proposals" under the "Documents" tab). It is the responsibility of the proposer to check the website for any such addendums, supplements, or amendments made to the RFP.

E. Definitions

As used in this RFP, the following terms are defined below and have the meanings prescribed to them herein, as follows:

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 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 RFP, a formal structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.

4. **Dispute Review Panel** – a panel of LHC employees consisting of the three members to be appointed by the Executive Director who are authorized to resolve protests in accordance with this policy.
5. **Evaluation Team** - a group of at least three (3), but not more than five (5), individuals designated by the RFP Coordinator to review and score solicitations and conduct interviews, as required.
6. **Executive Director** - the chief administrative head of the Louisiana Housing Corporation appointed by the Board of Directors, whether identified by this or some other title in the LHC's organizational chart.
7. **HMIS –** Homeless Management Information System
8. **LA BOSCOC –** Louisiana Balance of State Continuum of Care
9. **LHC –** Louisiana Housing Corporation
10. **LSNDC** – Louisiana Services Network Data Consortium
11. **Proposal** – A response to a Request for Proposals.
12. **Proposer** – A firm or individual who responds to a Request for Proposals.
13. **RFP** – Request for Proposals
14. **Shall, Must, Will** – A requirement that must be met without alteration.
15. **Should, Can, May** – Language denoting desirable, advisable or permissible action.
16. **State** – The State of Louisiana.
17. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
18. **Solicitation (RFP) Coordinator** – LHC employee that initiates the procurement process and oversees the entire process from selection of solicitation method through Award.

IV. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals are to be delivered to the RFP Coordinator designated in Section II **by no later than 4:00 p.m. CST on Date and Time specified in Section III. (A) "Deadline for Submitting Proposals".**

Proposals must be submitted in one of the following manners:

OPTION FOR HARD COPY SUBMISSION

1) two (2) hard, paper copies printed and delivered to the address below

2) one (1) electronic copy on thumb/flash/USB drive with the application package

Proposals 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)358-5209
Attn: Aimee LeBlanc, Solicitation Coordinator
Re: RFP for HMIS System Administrator Services

Proposal file on the thumb/flash/USB drive should be saved utilizing the following information and format:

File Name: *Proposer Name* RFP for HMIS Administrator

Please note: *Applications must be received by the LHC Solicitation Coordinator by the due date and time. This means that Proposers should take into account delivery time, as any proposal received after the due date and time will not be considered for review.*

OPTION FOR ELECTRONIC MAIL SUBMISSION

Proposals may be delivered by electronic mail to the following contact:

Louisiana Housing Corporation
Aimee LeBlanc, Solicitation Coordinator
aleblanc@lhc.la.gov

If submitted by electronic mail, the applications must be received in the Solicitation Coordinator's inbox **by no later than 4:00 p.m. CST on Date and Time specified in Section III. (A) "Deadline for Submitting Proposals".** The electronic submission must contain all attachments noted throughout this RFP, contain all appropriate signatures, and must be in complete and final form, received in the Solicitation Coordinator's electronic mail inbox.

B. Required Signatures

The Proposal and all required attachments (i.e. "Certification" and "Statement of Assurances," etc.) must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the entity, such as:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal 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 (said resolution, certificate, or affidavit must be included in the proposal;

C. Corporate Requirements / 2 CFR 200.501 Compliance

Proposers must be registered entities and in good standing under the laws of the State of Louisiana and certified to conduct business in the State of Louisiana, pursuant to La. R.S. 12:301-302, by the Louisiana Secretary of State, prior to entering a contract with LHC.

Proposers must also be registered with the System of Award Management (SAM.gov) prior to submitting a proposal. Proposers must maintain an active SAM registration with current information, including information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. Proposers must provide LHC with its unique entity identifier (UEI) from SAM in their Proposal. Proposers must not be suspended or debarred from conducting business with government entities and must not have any outstanding federal debts owed.

Proposers must provide LHC with proof of their registration in SAM and must comply with all audit requirements in accordance with the State of Louisiana, DOE and 2 CFR § 200.501.

A list of suspended or debarred parties can be viewed via the internet at http://www.sam.gov.

D. Validity

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

E. Term of Contract

The initial term of the contract shall be for three (3) years from the effective date of the contract, with an option to amend the contract at the end of the initial term for an additional two (2) year term. The contract will be a maximum of five (5) years. Any agreed upon Amendment must be executed prior to the expiration of the term. The cost rates for any additional terms shall be at the same rate as the initial term, unless approved by LHC. All proposals should reflect services in anticipation of a maximum contract term.

F. Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance or deemed incomplete will be rejected and disqualified from further consideration. Evaluation of proposals shall be based

only on the material contained in this RFP, which may include official responses to questions, addenda, and other material provided by the Corporation pursuant to the RFP.

Mandatory RFP requirements shall become contractual obligations should a contract be awarded to the Proposer.

G. Clarity

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

H. Proposal Material Ownership

All material submitted regarding and in response to this RFP becomes the property of the State of Louisiana. Selection or rejection of a proposal does not affect this right.

I. Proprietary or Confidential Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal, very plainly with either a watermark or notation in the page numbers/header/footer section 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 proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the LHC harmless, the LHC may disclose the information.

The LHC reserves the right to make any proposal, 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 proposal. 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.

J. Changes to Proposals

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

K. Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request to withdraw the proposal must be signed by the authorized representative of the Proposer and submitted to the Solicitation/RFP Coordinator.

L. Errors and Omissions in Proposals

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

M. Proposal Rejection / RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The Corporation reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFP at any time prior to the execution of a contract, if it is determined to be in the best interest of the LHC.

N. Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the proposer. There shall be no claims whatsoever against the LHC, its officers, officials, or employees for reimbursement for the payment of costs of expenses incurred in preparing and submitting a Proposal or for participating in this procurement process.

O. Written or Oral Presentations/Discussions

Written and/or oral discussions may be conducted by the Corporation with Proposers submitting proposals determined to be reasonable choices for selection and contract award; however, the Corporation reserves the right to enter into a contract without further discussion of proposals submitted, based on initial offers. Any commitments or representations made during such discussions, if conducted, may be formally recorded in the final contract. Written and/or oral discussions/presentations for clarification may be conducted to enhance the Corporation's understanding of any or all the proposals 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.

P. References

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

Q. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code (La. R.S. 42:1101, et seq.) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

R. Other Rights Reserved by LHC

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

V. Scope of Services

A. Overview

This RFP has been issued by the Louisiana Housing Corporation (LHC or the Corporation) to solicit proposals from qualified Proposers, individuals, and firms to act as the Homeless Management Information System (HMIS) Administrator for the five regions overseen by the Louisiana Balance of State Continuum of Care (LA BOSCOC). The selected Proposer will act as the HMIS Administrator of the HMIS software adopted by the Louisiana Services Network Data Consortium (LSNDC), contracted by the HMIS Lead, the Louisiana Housing Corporation.

Proposers should have experience utilizing, managing, and training users in existing HMIS, and demonstrate qualifications in data collection, analysis, and reporting. Proposers should be well-versed in the needs of the communities served in the 22 parishes covered by LA BOSCOC. Those parishes include five (5) separate regions with unique community history, culture, and needs. A competitive applicant will demonstrate understanding of those unique regions and their relationship with the experience of homelessness, such as regionally-specific assets and additional challenges. A Proposer must demonstrate that it meets all the necessary qualifications outlined in this Request for Proposal. At all pertinent times, the Proposer shall reasonably anticipate working

directly with LHC, LA BOSCOC and its Board, stakeholders, HMIS Participating Agencies, and end users of the HMIS.

B. Operational Expectations

The Contractor will be responsible for the smooth implementation of the HMIS for all of the LA BOSCOC's regions, which include twenty-two (22) parishes, myriad stakeholders, and regular partnership with the Louisiana Housing Corporation (LHC). This requires significant, ongoing communication between multiple entities and end users. It is expected that the awarded Contractor maintain high standards of frequent, professional, and clear communication between all parties throughout the duration of the contract and while representing LHC.

Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial meeting that includes a contract review with LHC. This meeting shall include a review of all deliverables, contractual requirements, and an introduction to the Corporation as a whole and its staff members who may act as more regular points of contact throughout the contract period.

The Corporation and Contractor will meet regularly, at a cadence yet to be determined, for the duration of the contract for, at minimum, the following purposes:

- Review deliverable status reports and discuss HMIS data metrics
- Identification of and resolution of any problems that require the attention or input and direction of the Corporation
- Coordination of the efforts of all concerned so that services are rendered efficiently and effectively
- Preservation of the close working relationship between the Contractor and LHC
- Maintenance of a mutual understanding of the contract's working policies and procedures.

The Contractor shall also make itself available, if requested by the LHC staff and/or Board, to attend meetings of the LHC Board of Directors and any other meetings as required by the State of Louisiana and other involved stakeholders and interested parties.

It should additionally be expected that more regular meetings between LHC and the Contractor will be held to discuss the specifics of different deliverables. These meetings may be more frequent at the onset of the contract and the cadence will be adjusted as oversight by LHC is less necessary for the successful completion of specific deliverables.

C. Required Tasks, Services, and Deliverables

The Contractor will be responsible for seven categories of tasks, services, and deliverables that contribute to the successful implementation of the HMIS software in a way that ensures all clients are served to the greatest extent possible, all HMIS Participating Agencies have the tools they need to complete those services, and all reporting back to Federal partners demonstrates the continued, successful work happening in Louisiana. These seven categories are: 1) Policies and Procedures

Implementation, 2) HMIS Software Vendor Management, 3) System Administration, 4) Privacy and Security, 5) Training and Technical Support, 6) Data Collection, Analysis, and Integration, and 7) Reporting.

1. Policies and Procedures Implementation

It is the responsibility of the Contractor to maintain an active and clear understanding of LA BOSCOC, LHC, LSNDC, and U.S. Housing and Urban Development (HUD) policies and procedures for all Homelessness Assistance and Homeless Management Information Systems (HMIS). The Contractor must not only abide by the policies and procedures outlined by these lead organizations but must also support HMIS Participating Agencies and end users in abiding by these policies. The Contractor will do this by providing appropriate and detailed training and technical support, which will be fully addressed in Section 5.

The policies, procedures, and best practices the Contractor must understand include, but may not be limited to:

- LA BOSCOC Governance Charter and HMIS policies and procedures
- Louisiana Services Network Data Consortium (LSNDC) Policies and Procedures
- Housing and Urban Development (HUD) HMIS Participation Requirements
- Continuum of Care (CoC) Program Interim Rule
- HMIS End User Requirements
- Hardware and Connectivity Requirements for use of HMIS by end users
- Privacy and Client Rights
- Data Security Requirements
- HMIS Training Requirements and Process
- Data Collection Requirements, i.e. for Federal Reporting
- Data Quality Requirements
- Data Access, Ownership, and Use Best Practices
- HMIS Software Performance Measurements
- Client Grievance Procedures
- Consequences for Violation of the HMIS Policies and Procedures

2. HMIS Software Vendor Management

It will be the responsibility of the Contractor to maintain an active, working relationship with the HMIS Software Vendor through regular communication, interfacing, and feedback loops to ensure the efficient and effective use of the HMIS across all HMIS Participating Agencies. The Contractor shall additionally provide feedback to LHC about the effectiveness of the HMIS Software regularly along with recommendations to the Corporation regarding any changes needed for the HMIS, such as new technology innovations created by the vendor or end users' difficulties in leveraging the software to its fullest extent. The Contractor will regularly complete vendor capacity reviews to

ensure the software functions as intended and is compliant with all applicable policies and procedures.

It will also be the responsibility of the Contractor to seek input from HMIS Participating Agencies throughout the contract period as it relates to the functionality of the HMIS. That input will inform training, technical assistance, and communication between the Contractor, the Vendor, and LHC. This means the Contractor will need to establish regular, clear, and accessible communication channels for end users and HMIS Participating Agencies to share their feedback and establish methods for follow-up communication with all parties. Through this communication strategy, the Contractor will additionally ensure that the HMIS Software meets community needs. The Contractor will provide next step recommendations to the HMIS vendor, the Corporation, LA BOSCOC, and/or the HMIS Participating Agencies as relevant.

3. System Administration

System administration of the HMIS will be the most time-consuming deliverable for the Contractor. System administration of the HMIS includes the technical aspects of operating the HMIS. The Contractor will act as the bridge between end users and the HMIS vendor to ensure authorized access to client information, accessibility and use of the HMIS software by HMIS Participating Agencies and end users, regular evaluation of the software's functionality and performance, correct set up and monitoring of system security, and day-to-day adherence of all users to privacy policies. All necessary communication between HMIS Participating Agencies, end users, the HMIS vendor, and other stakeholders will be the responsibility of the Contractor. The Contractor will maintain all relationships with HMIS Participating Agencies, ensure all End User Agreements are up to date, signed by necessary parties, and kept on file for monitoring. The Contractor will ensure all HMIS Participating Agencies are able to access, navigate, and utilize the HMIS in a way that furthers the mission of their organization to support people experiencing homelessness and ensure that clients receive the services for which they are eligible.

4. Privacy and Security

Privacy is ensuring that the clients' personally identifiable information is kept and used only for the purposes necessary for program implementation and for the client to receive their eligible benefits. It is the responsibility of the Contractor to ensure the privacy of all clients whose data is entered into the HMIS. The Contractor will provide regular training on privacy and confidentiality to all individuals utilizing the HMIS by entering, reviewing, analyzing, or integrating its data. This includes members of HMIS Participating Agencies, the Contractor's staff, members of the Corporation, and potentially members of LA BOSCOC. The Contractor, in consultation with the Corporation, shall also establish and implement procedures for data information requests, how an entity or individual may request that data, and in what form they will receive it.

The Contractor shall act as the public-facing privacy lead, which may involve stakeholder engagement and interacting directly with clients to solidify their understanding of why private

information is being collected and stored and how it will and will not be used. This may involve establishing focus groups, engagement events, or feedback surveys where people with lived experience of homelessness provide input on their understanding of how their privacy is protected, so that the Contractor may take steps to address public concerns regarding privacy protection.

Security is ensuring that only the necessary users have access to sensitive information, use it only for the purposes of the program, and maintain that authorization by following all requirements for training and use set forth by the Contractor, in partnership the Corporation and LA BOSCOC. It is the responsibility of the Contractor to implement security measures established by the Corporation, LA BOSCOC, and LSNDC in the LSNDC Standard Policies and Procedures and the LA BOSCOC HMIS Policies and Procedures. It will be the responsibility of the Contractor to provide continuous feedback on security best practices and inform LHC of any necessary changes to security policy. These policies may include technical safeguards such as user authentication steps, virus and firewall requirements, number of accounts or logins per HMIS Participating Agency, collecting and maintaining End User Agreements or assurances from anyone with access to the HMIS, and termination of access in the case of violation of policies. The Contractor will provide the Corporation with suggestions on how to improve security practices regularly and ensure agreed-upon procedures are implemented with fidelity by all persons with access to private data within the HMIS.

5. Training and Technical Support

The Contractor will be responsible for all training and technical support provided to HMIS Participating Agencies and their end users throughout the five LA BOSCOC regions. This training will be provided regularly, available in multiple modalities (in person and virtual), and all end users **must** receive training prior to gaining login authority to the HMIS. All users additionally must receive updated training on a regular basis in compliance with HUD regulations and national best practices in data privacy protection and security. The Contractor will be responsible for tracking which users have received training, conducting outreach when those trainings are about to expire, and communicating to ensure all end users participate in the required training. Technical support must be offered daily during regular business hours for all HMIS Participating Agencies, with ample and adequate Contractor staff to respond to technical assistance needs. Communication and relationships between the Contractor and the HMIS Participating Agencies must be that of a customer service provider, ensuring that the end users are satisfied with their experience and problems are resolved in a timely manner. Lastly, all technical assistance issues that are reported to the Contractor must additionally be communicated to the HMIS vendor so that prevailing technical problems or necessary local adjustments to the software can be solved.

6. Data Collection, Analysis, and Integration

The Contractor must consistently review and analyze data within the HMIS to ensure all HMIS Participating Agencies are entering valid data that accurately depicts the necessary information to provide services to families and individuals experiencing homelessness. Regular data quality

monitoring is critical to ensure all organizations are utilizing funds and resources appropriately, all clients are receiving the services for which they are eligible, and that all future data reporting is as accurate as possible in reflecting the needs of people experiencing and at-risk of homelessness in Louisiana.

Data analysis is also the responsibility of the Contractor, i.e. providing detailed overviews of trends in populations served, services rendered, community needs, and coordination of services to LHC, LA BOSCOC, and other stakeholders. The Contractor should be able to generate and analyze data reports that provide a variety of snapshots of the experience of homelessness, by demographics or sub-populations (e.g. women and children, people of color, rural communities, etc.) in the applicable regions and/or parishes where HMIS Participating Agencies serve clients. This data analysis will include interpretations of quantitative and qualitative data with narrative and graphic representations of the state of the continuum of care for people experiencing homelessness in Louisiana. The Contractor will ensure that data collected and analyzed is relevant to reporting requirements needed for local and State-level stakeholders and Federal partners. The Contractor will provide periodic (at least quarterly), and as requested, data quality reports to the Corporation and LA BOSCOC.

7. Reporting

It is the responsibility of the Contractor to compile aggregate data within the HMIS, analyze and interpret that data, to prepare and submit required reports for Federal partners. These reports will be reviewed and finalized in partnership with LHC, though it will be the Contractor's primary responsibility to write, finalize, and, as applicable, submit all Federally required reports. Additionally, these reports, and others as needed, may be shared with local stakeholders and the LA BOSCOC Board.

It is imperative that the Contractor demonstrate a clear understanding of reporting expectations from HUD and the organizational skills necessary to complete Federally required reports that are robust and informative. These reports must accurately demonstrate the work done by all HMIS Participating Agencies to support families experiencing or at risk of homelessness in the service area.

The required Federal reports the Contractor will prepare include Point-In-Time Count (PIT), Housing Inventory Count (HIC), System Performance Measures (SPMs), and Longitudinal System Analysis (LSA). Again, these are the primary reports for which the Contractor will be responsible for drafting, reviewing, and submitting to Federal partners, with support and review from LHC. There may be additional reports internally, locally, and as requested by LHC that the Contractor must be prepared to write.

VI. Evaluation Criteria

Each proposal will be preliminarily reviewed for compliance with the qualifications and requirements set forth in this RFP. Failure to meet these qualifications and requirements may cause the proposal to be rejected and disqualified from further consideration.

The evaluation of proposals will be conducted by an Evaluation Team which will determine the proposal(s) most advantageous to LHC, taking into consideration including price and other factors set forth in the RFP.

The Evaluation Team may include subject matter experts from state agencies in Louisiana and the Evaluation Team may consult subject matter experts, which may or may not be employed by a state agency, to serve in an advisory capacity regarding any proposer or proposal. Such input may include, but not be limited to, analysis of Proposer Financial statements (financial condition), review of technical requirements, or review and/or preparation of cost score data.

In preparing to submit a response, it is important for Proposers to clearly demonstrate their expertise in the areas described in this RFP. Proposers are encouraged to identify and clearly label in their proposals how each qualification is being addressed. Evaluation of responses to this RFP will be based on the information provided in the proposal, and if applicable, interviews and reference responses.

LHC reserves the right to request additional information or documentation from the proposer regarding information including, but not limited to, its proposal, personnel, financial viability, or other items in order to complete the evaluation. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be labeled as such and included in a separate section of the proposal.

The Evaluation Team will use a point system to create a list of proposals in ranked order of how successfully they met the Evaluation Criteria. Up to 100 points may be awarded for the proposal. The evaluation breakdown is as follows:

Evaluation Category	Brief Description	Total Possible Points
Company Background and Community Experience	Reasons why this Proposer is the best candidate to accomplish the work within this RFP	50
Leadership Qualifications and Staffing Proposal	The make-up of the Proposer's team and how it will put the best personnel in the right positions to execute the deliverables within this RFP	30
Cost Proposal	The costs the Proposer anticipates requiring to adequately conduct the work required within this RFP	20
MAXIMUM POSSIBLE POINTS		100

The Evaluation Team shall score the proposals on an individual basis and shall compile the scores and make recommendations to the Executive Director on the basis of the proposal(s) with the highest score(s) that is/are best suited to meet the Corporation's requirements and needs.

Proposals 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. If any proposer fails to provide any of the required components of the technical approach and/or the cost proposal, that proposal shall be deemed nonresponsive and shall be disqualified without further scoring. Notice of such will be provided to the disqualified proposer(s) at the time the proposal is determined to be nonresponsive and before scoring commences.

Each Proposal will be evaluated using the criteria detailed in the subsequent sections.

A. Company Background and Community Experience (50 Points)

LHC deeply believes in the importance of the Proposer's experience with Louisiana's people, organizations, cultural groups, and their unique needs. In this section, the Proposer should explain their experience with and/or understanding of Louisiana's population of people experiencing or at risk of homelessness and the other agencies in this space. This is also the section where the Proposer should explain their qualifications in HMIS system administration, technical assistance and training, and data analysis and reporting. This includes addressing all of the following qualifications:

- Proof of registration and good standing with both the State of Louisiana and the federal System of Award Management (SAM.gov).
- Proof of registration and good standing with the Louisiana Secretary of State.
- Proposer's experience working with data related to people experiencing or at risk of homelessness, including any and all partnerships with other Louisiana-based organizations in this space.
    - If Proposer has attended LSNDC Board or workgroup meetings, please include that history.
- Quality, extent, and relevance of the Proposer's experience in policies, procedures, and best practices in HMIS software, data privacy and security, protecting personally identifiable information of clients and software users, and other relevant regulations that impact people experiencing or at risk of homelessness and the organizations that support them.
- Quality, extent, and relevance of the Proposer's experience in providing technical assistance and training in software systems both in-person and virtually.

- Quality, extent, and relevance of the Proposer's experience in managing data systems, analyzing data, and generating data reports, particularly preparing data reports in compliance with Federal funding.
    - If Proposer has experience preparing or contributing to any of the following reports, please include that specific history including lessons learned and what unique experience the Proposer can bring to this contract.
        - Point-In-Time Count (PIT), Housing Inventory Count (HIC), System Performance Measures (SPMs), and Longitudinal System Analysis (LSA).
- Two (2) professional references support Proposer's claims relative to:
    - Proposer's service capability, reputation, facilities, equipment and past performance.
    - Proposer's previous performance in contracts or business dealings specifically with municipal, state or federal agencies, and/or other government entities.

B. Leadership Qualifications and Staffing Proposal (30 points)

The Proposer should use this section to provide information about the internal organization, or anticipated organization, that will conduct all work to ensure the completion of deliverables outlined in the final contract. It is not expected for the Proposer to have all anticipated positions filled. However, it is necessary for the Proposer to provide a clear depiction of how the Proposer plans to manage the staff needed to complete the work of this contract if they were to be selected. The Proposer should address the following:

- The Proposer's leadership qualifications and resume demonstrating relevant work experience of the Proposer's ability to effectively and efficiently manage the work within this RFP.
    - *Include resume(s) of staff already in place or identified who will contribute to the completion of contract deliverables*.
- The Proposer's number of staff needed and their general role descriptions, including responsibilities and applicable skill sets.
- The Proposer's organizational strategies that will ensure all staff are consistently able to meet expectations set forth in the contract and successfully complete all deliverables.

The Proposer may want to include additional information, though it is not required, such as:

- Letters of support from local stakeholders
- An organizational matrix including position titles and hierarchy

C. Cost Proposal (20 Points)

The cost proposal will be evaluated for reasonableness of cost for the total effort. It may also serve as the basis for subsequent negotiations of price if necessary. Cost proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.

Cost proposals should include, at minimum, the following anticipated costs:

- Staffing expenses by role and rate of pay, should be fully loaded cost rates.
- Other Direct Cost - anticipated staff support needs (staff training, travel, equipment etc.…)

It should be noted that the lowest priced cost proposal does not necessarily mean the highest possible score. These rates should accurately reflect the Proposer's anticipated rates as they are valued. LHC will consider these rates when both evaluating the RFP and executing the final contract.

VII. Proposal Response Format

The Proposer's response should be submitted as either a Microsoft Word or PDF document that is 12-point font, Times New Roman, double spaced with normal margins. Each of the sections below has been assigned a maximum page length. The number of pages will not be given a point value; however, the review team will not read written content past the maximum page length per section. Some section content will not be counted in the page length, such as references from previous partners.

A. Cover Letter (No more than 1 page)

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

B. Executive Summary (No more than 1 page)

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number. The executive summary should include acknowledgement of the stipulation that the proposal 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 proposer's qualifications and ability to meet the LHC's overall requirements. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work. It should include a positive statement of agreement to comply with the contract terms and conditions. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer 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. Company Background and Community Experience (Up to 7 pages)

This section should provide a detailed discussion of the Proposer's prior experience in working on projects of similar size, scope and function to the proposed contract as outlined in the previous section, Evaluation Criteria.

Additionally, Proposers should provide two (2) references to their relevant experience from previous clients or partners. *These references are not included in the page count, though they should not exceed one page for each reference.* For each reference, the Proposer shall provide the following information:

Project Name: *Name of the project*
Contact Name: *Person who will be able to answer any customer satisfaction questions*
Work Completed: *1-3 sentences describing the Proposer's completed work for this project*
Phone Number: *Phone number of the contact we will be surveying*
Client or Partner Name: *Name of the Company/Institution that contracted with the Proposer*
Date Completed: *Date of substantial completion*
Address: *Street, City and state where work was performed*
Duration: *Duration of the project in months*
Type: *Type of the project*

The Proposer must give a brief description of any criminal proceedings or investigations involving the Proposer or any employees of the Proposer who may be involved in providing the services requested herein. The Proposer must provide proof of registration and good standing with both the Secretary of State of Louisiana and the federal System of Award Management (SAM.gov).

D. Leadership Qualifications and Staffing Proposal (Up to 5 pages)

This section should provide the details as requested in the previous section, Evaluation Criteria. This must at minimum include the resume of the Proposer's main point of contact who will be responsible for leading the work, and key identified staff, if awarded the work. Also, the Proposer should include any significant and relevant professional designations held by the point of contact and key staff who are anticipated to contribute to the work of this Contract, if awarded.

E. Cost Proposal (Up to 2 pages)

The cost proposal should include both a table detailing the anticipated costs, at minimum those described in the previous section, Evaluation Criteria [VI. (C)], as well as a brief narrative justifying the costs provided.

F. Certification Statement

The Proposer must sign and submit **Attachment A, the Certification Statement**.

VIII. Contract Terms and Requirements

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 proposals submitted. The LHC also reserves the right to contract for all or a partial list of services offered in the proposals.

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

The selected Proposer shall be expected to enter into a contract that includes substantially the same terms and conditions included herein. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that it wishes to negotiate.

The contract will be awarded to the Proposer whose proposal best meets the needs of the LHC the as outlined in Section IV. The formal announcement of the selected contractor will occur on or about the date indicated in the Important Dates and Deadlines, Section III (A). Negotiations may begin with the announcement of the successful Proposer.

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

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

B. Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the Executive Director on the most responsive and responsible proposer(s) with the highest score(s).

The LHC anticipates a single award but reserves the right to make multiple awards.

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

C. Protests

1. Protest Procedure

All protests to a solicitation shall be written. Written protests may be submitted to the Solicitation (RFP) Coordinator via electronic mail or U.S. mail and must be received by the LHC no later than three days, excluding Saturdays, Sunday and postal holidays, prior to the response submission deadline.

All protests by a disqualified respondent who has received notice of disqualification shall be written. Written protests may be submitted to the Solicitation Coordinator via electronic mail or U.S. mail, and must be received by the LHC, no later than three days, excluding Saturdays, Sundays and postal holidays, after the electronic transmission of the notice of disqualification.

All protests to the award of a contract shall be written. Written protests may be submitted to the Solicitation Coordinator via electronic mail or U.S. mail, and must be received by the LHC, no later than seven calendar days after the posting of the public notice of award on the LHC website.

All timely protests received by the Solicitation Coordinator shall be submitted for review by the Dispute Review Panel.

The Dispute Review Panel shall render a written decision regarding a protest within 14 calendar days after receipt of the protest and any supporting documentation relevant to the protest. A written decision shall be furnished to the protesting party and other interested parties via electronic mail.

In the event of a timely protest relating to a solicitation or the award of a contract, the LHC shall not proceed with the solicitation or 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.

2. Dispute Review Panel

A Member of the LHC Legal Department and two additional members, as appointed by the Executive Director (collectively referred to as the “Dispute Review Panel”), are authorized to resolve protests in accordance with this procurement policy. The Dispute Review Panel members must be LHC employees employed for at least six (6) months with relevant knowledge and experience with the subject of the procurement and must not include any members of the original Evaluation Team.

3. Appeal of Decision by Dispute Review Panel

The protesting party may appeal the Dispute Review Panel decision to the Executive Director. The written appeal shall be submitted to the Solicitation Coordinator via

electronic mail or U.S. mail, and must be received by the LHC, within seven calendar days of the electronic transmission of the written decision, for review by the Executive Director.

4. Review by Executive Director

Review by the Executive Director of the decision of the Dispute Review Panel shall be based on documents submitted during the Procurement process and documents submitted by the protesting party. The Executive Director shall render a written decision within 14 calendar days after receipt of the appeal. A written decision shall be furnished to the protesting party and other interested parties via electronic mail. The decision of the Executive Director shall constitute the final administrative determination regarding the protest.

5. Judicial Review

Any person or entity adversely affected by the final administrative determination regarding a protest may seek judicial review of the administrative determination in the Nineteenth Judicial District Court in East Baton Rouge Parish, which review shall be based on the record complied at the administrative level.

D. Term of Contract

The initial term of the contract shall be for three (3) years from the effective date of the contract, with an option to amend the contract at the end of the initial term for an additional two (2) year term. The contract will be a maximum of five (5) years. Any agreed upon Amendment must be executed prior to the expiration of the term. The cost rates for any additional terms shall be at the same rate as the initial term, unless approved by LHC. All proposals should reflect services in anticipation of a maximum contract term.

E. 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 proposer'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. Worker's 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. 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.

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 cancelled for any reason, except non-payment of premium.

6. **Crime Insurance, which incorporates fidelity bond insurance (if applicable)**

   Contractor(s) or any subcontractor involved in the handling of State, HUD, FEMA or other federal funds shall be required to maintain Commercial Crime Insurance in the amount of not less than $5,000,000. Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a

standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance.

7. 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.

8. 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) days 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 the reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, directors, agents, employees and volunteers.

F. 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.

G. 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:

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 the 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.

H. Subcontractors

All subcontractors must be approved by the Corporation. The Corporation reserves the right to refuse any subcontractor and/or limit the work performed by the subcontractor as needed. 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.

I. 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.

J. Indemnification of 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.

K. Billing and Payment

Payment terms shall be negotiated with the successful Proposer.

L. Non-Negotiable Contract Terms

Non-negotiable contract terms shall include, but not be limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

M. 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(s) 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.

N. Warranties and Representations

The Contractor(s) warrants and represents that the following are true and shall remain true throughout the term of the Contract:

1. All information contained in its response to the RFP remains current and correct, including all information regarding its credit standing, financial status, resources, insurance, and personnel;
2. It is in good standing as a corporation in the state of its incorporation, and it is qualified to do business in Louisiana, and will take all such action that may be necessary from time to time to remain in good standing and so qualified;
3. It is not in arrears with respect to the payment of any monies due and owing the Corporation or any department of the State or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to ensure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; including is not debarred under SAMS or any other federal or state system or program and
5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

O. Assignment

The Contractor(s) 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(s) 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

P. Indemnification

The Contractor(s) shall indemnify the LHC Board of Directors, LHC staff and the State of Louisiana from any and all loss, liability, or expenses (including the cost of defense and attorneys' fees) in connection with any claims or actions brought against any of them that arose directly or indirectly from actions, omissions, or obligations of the Contractor(s) in connection with this Contract. The Contractor(s) shall immediately notify the Corporation of any such claim made or action filed or threatened against the Contractor(s), and shall cooperate, assist, and consult with the Corporation, its staff, and the State, or their counsel, in the defense and investigation of any such claim or action. Neither the Corporation nor the State has any obligation under the terms of this Contract or any other agreement or relationship with the Corporation to provide legal counsel or defense to the Corporation in such a claim or action, nor is there any obligation to pay any judgment on, or settlement of, any such claim or action.

Q. Payment of Taxes

The Contractor(s) understands and agrees that it is responsible for paying any taxes (including Louisiana or federal income or payroll taxes), or license fees or official fees that may be due as a result of either its receipt of fees or other payments hereunder or its performance in accordance with the terms hereof under its own Federal Tax Identification Number.

R. Audit and Access to Records

The Contractor(s) grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agent of the State, where appropriate, the right to inspect and review all books and records pertaining to services rendered under this Contract for a period of five (5) years from the date of the last payment made under this Contract. The Contractor(s) shall comply with federal and/or state laws authorizing an audit of the Contractor(s)’s operation as a whole, or of specific program activities. Records shall be made available during normal working hours for this purpose.

S. Non-Discrimination in Employment

The Contractor(s) agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972,

Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor(s) agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor(s) further agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, political affiliation, age or disabilities. Any act of discrimination committed by the Contractor(s), or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

T. Contingent Fee Prohibitions

The Contractor(s) warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for it directly, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, the Corporation shall have the right to annul this Contract without liability for any work performed hereunder and with the right to recover any fees or expenses paid hereunder, or, in its discretion, to deduct from the consideration otherwise payable to the Contractor(s) the full amount of such fee or other consideration paid for such solicitation or lobbying effort.

U. Governing Law

The laws of the State of Louisiana shall govern the terms of the contract and disputes arising therefore shall be resolved in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

V. Cooperation

Any Proposer has the duty to fully cooperate with the Corporation and provide any and all requested information, documentation, etc. to the Corporation when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the proposer does not have the right to limit or impede the Corporation’s right to audit and shall not withhold the Corporation owned documents. The Corporation requires a single Contractor(s) as the result of any Contract negotiation, and that Contractor(s) is responsible for all deliverables referenced in the RFP and proposal as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor(s)’s proposal. The Contractor(s) shall be responsible for all products and services offered in the proposal, whether or not provided by the Contractor(s). The Corporation shall consider the Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

W. No Guarantee or Quantities

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

X. Termination/Suspension for Cause

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

1. Failure, for any reason, of Contractor(s) to fulfill in a timely and proper manner the obligations under this Agreement, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;
2. Submission by Contractor(s) of reports to the Corporation, the State of Louisiana or HUD or either of their auditors, that are incorrect or incomplete in any material respect, provided Contractor(s) is given notice of said failure and fails to correct the same within a reasonable amount of time; or
3. Ineffective or improper use of funds as provided for under this Agreement.

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

Y. Termination for Convenience

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

Z. Termination Due to Unavailable Funding

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

AA. Confidentiality

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

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

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

BB. Third Party Requests for Release of Information

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

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor(s) as it is against the law for a non-law firm to share in legal fees. No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the Corporation. No party shall sell, or make available for purchase, the data supplied by the other party or as collected from applicants or other parties in the course and scope of this contract. The Contractor(s) and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the Corporation in writing.

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

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

CC. Fund Use

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

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

DD. Compliance with Civil Rights Laws

The Contractor(s) agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Title VIII of the Civil Rights Act of 1970, Title VIII of the Civil Rights Act of 1968, relating nondiscrimination in the sale, rental or financing of housing, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P.L. 91-616), relating to the nondiscrimination on the basis of alcohol abuse or alcoholism, and any other nondiscrimination provisions under which application for Federal assistance is made.

Contractor(s) agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities. Any act of discrimination committed by Contractor(s), or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

EE. Section 109 of the Housing and Community Development Act of 1974

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

FF. General Compliance

The Contractor (s) will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars https://www.whitehouse.gov/omb/information-for-agencies/circulars/ . These include, but are not limited to, the requirements of 2 CFR 200.316 and 200.321- 323. The State may require, and Contractor(s) shall consent to, the amendment of this Contract to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Contract, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Contract.

GG. Financial Management

Contractor(s) shall agree to comply with 48 CFR § 31 and 2 CFR § 200 and shall agree to adhere to the accounting principles and procedures required therein, utilize adequate internal

controls, and maintain necessary source documentation for all costs incurred. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

HH. Documentation and Record Keeping

Contractor(s) shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 2 CFR §200 that are pertinent to the activities to be funded as proposed. Contractor(s) shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after closeout of the federal grant(s) funding the Contract. The Contractor(s) is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after closeout of the federal grant(s) funding the Contract. Contractor(s) will be notified of the grant closeout date(s) by LHC.

II. Hatch Act

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

JJ. Conflict of Interest

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

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

KK. Labor Standards

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

LL. Environmental Conditions

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

MM. Drug-Free Workplace Requirement

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

NN. Ownership of Documents

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

remain the property of Contractor(s). The Corporation will provide specific project information to Contractor(s) necessary to complete Services described herein. Any software or online applications created to house and maintain data/documents under this contract will not be proprietary to the creator and will be freely shared at no expense with the LHC for perpetuity, as LHC is the record owner of the data accumulated and maintained under the contract resulting from this RFP.

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

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

OO. Delay or Omission

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

PP. Eligibility Status

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

QQ. Legal Authority

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

RR. Covenant Against Contingent Fees

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

SS. Code of Ethics

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

TT. Severability

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

UU. Entire Agreement

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

VV. Order of Precedence

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

WW. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail,

registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

XX. No Third-Party Beneficiaries

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

YY. Public Communications

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

ZZ. Waiver of Non-Competition Enforcement

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

AAA. Safety

Contractor(s) shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor(s) shall take or cause to be taken such additional safety and health measures as Contractor(s) may determine to be reasonably necessary.

Contractor(s) should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles and that ban text messaging while driving, and to otherwise decrease distracted driving.

BBB. Copyright

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

CCC. Provision Required By Law Deemed Inserted

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

DDD. No Authorship Presumptions

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

EEE. Section 3

The Contractor(s) is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See 24 CFR Part 75. See https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO1294 0M12940 for a list of Section 3 businesses. The Contractor(s) is required take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, disadvantaged business enterprises and labor surplus area firms, are used when possible. See 2 CFR 200.321. The Contractor(s) is also encouraged to hire/employ as many local residents/enterprises as is consistent with providing efficient effective services under the contract(s). This includes both Contractor(s) and subcontractor personnel.

FFF. Advertising

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

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

GGG. Prohibitions of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel. The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

Attachment A – Certification

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

OFFICIAL CONTACT. The Louisiana Housing Corporation requests that the Proposer designate one person to receive all documents and the method by which the documents are best delivered. The Proposer 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: _____

_____

Proposer 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 proposal and authorized signature below, Proposer shall certify that:

1. The information contained in the Proposal in response to this RFP is accurate;

2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;

4. Proposer's proposal shall be valid for at least ninety (90) calendar days from the date of the signature below;

5. Proposer understands that if selected as the successful Proposer, he/she will have five (5) days from the date of delivery of final contract to execute the final contract document;

6. Proposers shall certify, by signing and submitting a proposal, 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.

7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this RFP, or a list of such litigation/ proceedings is attached to this Certification.

8. In the last ten (10) years, the Proposer has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, or if such proceedings exist, an explanation providing relevant details is attached.

9. There are no pending Securities Exchange Commission investigations involving the Proposer, or, if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP is attached.

10. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A) (10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

11. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. Agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

12. There is no open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter, or if such proceedings exist, an explanation providing relevant details is attached.

13. There are no criminal convictions in the past ten (10) years of active investigations or prosecutions in which the Proposer or any of its officers, directors or management personnel were or are defendants or targets of investigation or a list of such providing relevant details is attached.

14. There are no civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors or management personnel were or are plaintiffs or defendants with claims in excess of $100,000 or a list of such providing relevant details is attached.

15. Proposer has no contracts currently in effect with any Louisiana governmental entity or a list of such contracts, including the contracting party, a short description of services, beginning and ending dates and contact name, title, phone and email for the contracting party is attached.

16. Proposer acknowledges their total responsibility for the entire Contract.

17. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

18. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer/Authorized Representative: _____

Typed or Printed Name and Title: _____

Company Name: _____ Date: _____