Louisiana Housing Corporation

REQUEST FOR PROPOSALS

For

Professional Title, Closing, & Foreclosure Services

(RE-ISSUE)

Issue Date:

June 17, 2025

Deadline to Submit Proposals:

July 2, 2025

I. General Administrative Information

A. Purpose

This Request for Proposals ("RFP") is being issued by the Louisiana Housing Corporation (hereinafter sometimes referred to as "LHC" or "Corporation") to solicit proposals from one or multiple, bona fide, qualified individuals and firms licensed in the State of Louisiana to provide professional services related to title searches, rendering title opinions, foreclosures, and loan closings in the State. Likewise, this RFP is being issued to seek Proposals from one or multiple, duly qualified individuals or firms to facilitate subordinations and ensure proper recordation of loan closing documents in a manner consistent with State law and all applicable regulations governing the use of federal funds through the U.S. Department of Housing and Urban Development (HUD) including, but not limited to, Community Development Block Grant Program (CDBG) Disaster Recovery funds. A list of programs currently being administered, in whole or in part, by the Corporation and/or the State Office of Community Development (OCD) are as follows (not exhaustive):

- PRIME
- Rural Rental Rehabilitation Program
- Rental Restoration and Development Program
- Louisiana Neighborhood Landlord Rental Program I
- Louisiana Neighborhood Landlord Rental Program II
- Louisiana Neighborhood Landlord Rental Program III
- East Baton Rouge Rebuilds Rental Program
- East Baton Rouge Rebuilds Developer Program
- Small Rental Property Program

As referenced in this RFP, these programs listed above (hereinafter sometimes referred to individually as the "Program" or collectively as the "Programs") are reasonably anticipated to be the housing Programs for which these professional services are being requested. As additional programs are launched, any Contractor may be called upon to render services as needed, in accordance with the contract between the Contractor and LHC to be executed only upon successful contract negotiation after the issuance of a Notice of Intent to Award.

B. Solicitation Coordinator

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

Louisiana Housing Corporation
ATTN: Raymond Rodriguez
Re: RFP for Title, Closing, and Foreclosure Services
2415 Quail Drive Baton Rouge, Louisiana 70808
Email: titleservicerfp@lhc.la.gov

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.

C. 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 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 criteria described in this RFP.

D. Important Dates and Deadlines

RFP published and posted to LHC website	Tuesday, June 17, 2025
Deadline for submitting written inquiries	Tuesday, June 24, 2025 by 4:00 P.M. CDT
Deadline for LHC to respond to written inquiries from proposers	Friday, June 27, 2025
Deadline for submitting Proposals	Wednesday, July 2, 2025 by 4:00 P.M. CDT
Formal announcement of selected Proposer(s)	No earlier than Monday, July 14, 2025
Contract Start Date	Before July 31, 2025

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.

E. Proposer Inquiries

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

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

F. 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 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 Solicitation 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.

G. 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.

H. 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 three (3) LHC employees 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 Solicitation 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. **Proposal** – A response to a Request for Proposals.

8. **Proposer** – A firm or individual who responds to a Request for Proposals.

9. **RFP** – Request for Proposals

10. **Shall, Must, Will** – A requirement that must be met without alteration.

11. **Should, Can, May** – Language denoting desirable, advisable or permissible action.

12. **State** – The State of Louisiana.

13. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

14. **Solicitation Coordinator** – LHC employee that initiates the procurement process and oversees the entire process from selection of solicitation method through Award.

II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the Solicitation Coordinator designated in Section I(B), above, **by no later than 4:00 p.m. CDT on JULY 2, 2025.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the date and time specified above. **Fax or e-mail submissions are not acceptable and will be disqualified from consideration.**

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, Louisiana 70808
(225) 763-8700
Attn: Ray Rodriguez, Solicitation Coordinator
Re: RFP for Title, Closing, and Foreclosure Services

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

Proposal Name: RFP for Title, Closing, and Foreclosure Services Proposal
Submission Deadline: WEDNESDAY, JULY 2, 2025 BY 4:00 P.M. CDT

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

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal, which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFP. Four (4) additional copies of the Proposal should be provided for the Evaluation Team, as well as one (1) redacted copy, if applicable (see Section II(I) – Proprietary or Confidential Information for details). Proposers shall also provide one (1) electronic copy of their original proposal and one (1) electronic copy of their redacted proposal (if applicable) on a USB drive in the same package with the hard copies. Failure to provide the specified number of copies may be considered as a basis for disqualification.

C. 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 organization or 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.

D. 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 into 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 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.

E. 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.

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 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 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 Corporation harmless, the Corporation may disclose the information.

The Corporation 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 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 that is 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 in order 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.

III. Scope of Services

A. Overview

This RFP has been issued to solicit proposals, define service requirements, and outline the Corporation's process for evaluating proposals and selecting a Contractor or multiple Contractors specialized in the requested services. Proposers shall demonstrate that they can conduct title searches going back thirty (30) years or more and render certified title opinions sufficient to allow the Corporation to determine rightful ownership to property. Proposers shall also demonstrate an ability to conduct loan closings, facilitate subordinations, foreclosures, provide tax sale related services, prepare and record re-inscriptions, ensure proper recordation of closing documents, and perform all other services incidental to title services. Proposers should possess all necessary licensing and qualifications, including, but not limited to: admission to the practice of law in the State of Louisiana, as applicable to the nature of services to be provided. In any event, a Proposer must demonstrate that it meets all of the necessary qualifications to provide the services being requested of a prospective Contractor. At all pertinent times, the Contractor shall reasonably anticipate working directly with the Corporation, OCD, or their respective designees in providing the requested services.

***Please see Attachment C for definitions applicable to the proposed Scope of Services.**

B. Title Services

The Contractor will be expected to plan and deliver title services that might include abbreviated title searches and/or comprehensive title searches, depending on the particular ownership circumstances of a property and all applicable program requirements. For abbreviated title searches, the Contractor shall review and investigate all land records to verify and confirm the presence of a legal instrument, document, or recording, evidencing rightful ownership of the property by an applicant and co-applicant as of the time of the federally declared disasters in March 2016 and August 2016 to present day, or as of some other time as required by the respective Program's Guidelines. The Contractor must provide the LHC with a copy of the documentation it finds evidencing property ownership and a summary explanation of its contents. Furthermore, the Contractor must identify any issues of concern with the documentation or where sufficient documentation might be lacking in the public record. Lastly, a Contractor must provide a Tax Parcel Identification Number with supporting documentation. Subject to the foregoing, no full title exam or title insurance will be required in connection with abbreviated title searches.

In addition to all information required for abbreviated title searches noted above, a Contractor shall perform the following additional services for full, comprehensive title searches and examinations. The Contractor shall review all recorded information concerning an identified property. Contractor must review and search all land records, mortgage, conveyance, and where applicable, all probate and suit records concerning the ownership of a property going back for a period of thirty (30) years or more as necessary. The Contractor's review shall sufficiently determine whether there are any liens, mortgages, privileges, rights of way, servitudes, usufructs, encumbrances or any other kinds of ownership or land use limitations affecting the particular property sufficient to allow the LHC to determine whether the property, and the nature of ownership thereof, is suitable for the Program. The Contractor shall further review all public records including but not limited to all suit records concerning a given applicant/coapplicant, owner, or co-owner of a subject property to determine if their ownership claim in the property is not compromised and is suitable for participation in the Program. For full, compressive title searches and examinations, the Contractor shall cause an abstract to be prepared and a certified title opinion to be rendered.

C. Closings and Recordation

A Contractor will be principally responsible for providing services to assist LHC with all loan closings associated with the Programs. These services will include preparation of loan closing documents, and may coordination between the applicant, financial institutions, construction lenders, and the LHC. Once all closing documents have been prepared and fully executed, the Contractor will be expected to record all documents in the appropriate parish land records in a timely manner. As part of closing services, the Contractor will be expected to obtain and/or deliver recording information for releases and cancellations as might be necessary. Furthermore, the Contractor may facilitate the deposit of funds in an appropriate escrow account for the Program as might be necessary for the purposes of holding insurance funds concerning properties with pending claims and release these funds to an applicant once they become available. From time to time Contractor may be called upon to prepare and/or record Re-inscriptions when necessary.

D. Foreclosure and Tax Sale Services

The Contractor will be expected to provide foreclosure support and services, which are specifically directed by the Corporation and/or OCD, as follows:

1) Prepare necessary legal documents including but not limited to, petitions for executory process, verifications, affidavits and orders
2) Prepare and mail Mennonite notices and identifying all lienholders and person with ownership interest or other interests to be notified; contractor must provide all notices and contact information to the Corporation
3) Confirm outstanding taxes owed for identified properties
4) Assist in determining the applicability of tax sales of properties which will include finding tax sale documents whether recorded or not, and assist in locating copies of notices and/or confirming whether notice was provided to LHC in connection with tax sales)
5) Confirming whether notice was provided by senior lienholders or other lienholders to LHC in connection with foreclosures related to properties participating in NLRP or SRPP
6) Assist in efforts related to redemptions of tax sales as needed
7) Contractor will search public records for Federal and State tax liens applicable to mortgagors participating in the Programs
8) Determine applicability of code enforcement liens and/or similar blight related liens/local government liens to properties
9) Contractor will assist in obtaining original and certified copies of documents needed for foreclosure proceedings
10) Perform Manpower/active military search as requested by LHC or OCD applicable to mortgagors participating in the Programs
11) Perform PACER/bankruptcy search as requested by LHC or OCD applicable to mortgagors
12) Assist in obtaining documentation from the Louisiana Secretary of State as needed
13) Assist in performing "skip trace" type research for parties in connection with foreclosure proceedings
14) Communicate with sheriff departments regarding foreclosure information and auction requirements
15) Perform curative work as requested by LHC or OCD in connection with foreclosure process and/or deed in lieu of foreclosure
16) Provide other real estate transactions support which may include preparing legal documents, completing forms, retrieving documents from public records, court records, government or similar offices (LHC expects that some documents will not be available digitally), filing/recording documents, communication by telephone/email in connection with all of the listed activities, and legal research (as specifically requested).

IV. Evaluation Criteria

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

The evaluation of proposals will be accomplished by an Evaluation Team which will determine the proposal(s) most advantageous to the state, 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. Up to 100 points can be awarded to the proposal best identifying company background, experience and proposed staff qualifications (40 points) and approach & methodology (60 points) which collectively will be considered as the Technical Evaluation. Cost Proposals will be evaluated separately by the Chief Operating Officer and can be awarded up to 50 points.

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 below.

A. Company Background and Experience/Proposed Staff Qualifications (40 Points)

- Proposal is complete and follows the outline in Section V - Proposal Response Format
- Proposer has provided proof of registration and good standing with both the State of Louisiana and the federal System of Award Management (SAM.gov).
- Quality, extent and relevance of Proposer's operational experience (including subcontractors) in conducting all facets of for all tasks and services outlined in the RFP
- Quality, extent and relevance of Proposer's experience (including subcontractors) in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP
- Quality, extent and relevance of experience, education and training of key personnel (including subcontractors)
- References support Proposer's claims relative to:
    - o Proposer's service capability, reputation, facilities, equipment and past performance
    - o Proposer's previous performance in contracts or business dealings specifically with municipal, state or federal agencies, and/or other government entities
- Proposer shall provide evidence of a minimum of three (3) years of experience

B. Approach and Methodology (60 Points)

- Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for all tasks and services outlined in the RFP.
- Quality, clarity and thoroughness of scope of services, including the extent to which alternative approaches/tasks will achieve objectives, demonstrate a thorough understanding of the principles of for all tasks and services outlined in the RFP.
- Quality, clarity and completeness of the sample (or actual, if available) work plan indicates a practical application of the principles of for all tasks and services outlined in the Scope of Services of this RFP.
- Innovative concepts.
- The project organization and management plan provides detailed descriptions and indicates high quality skills and expertise.
- Extensive provisions are included for successful, timely and fully compliant program implementation as evidenced by the:
    - o Plan for controlling the effort.
    - o Coordination of subcontractors, joint ventures or teaming arrangements.
    - o Plan for phasing personnel into the effort.
    - o Quality of interaction and coordination with the LHC.
    - o Reporting methodologies.

C. Cost Proposal (50 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.

V. Proposal Response Format

A. Cover Letter

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

B. Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number and 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 Experience

The Proposer should give a brief description of its company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects in similar size, scope and function to the proposed contract. Proposers should describe their experience in other states or with corporate and governmental entities of comparable size and diversity with at least five (5) references from previous clients, including names and telephone numbers.

Proposers should describe their knowledge of and/or experience with title, closing, and foreclosure services. Proposers should also include the normal timeline in which they were able to accomplish each of the above referenced deliverables.

The Proposer must provide proof of registration and good standing with both the State of Louisiana and the federal System of Award Management (SAM.gov).

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.

Proposers should clearly describe their ability to exceed the expectations of the LHC as set forth in this RFP.

D. Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein. All proposals should include a complete, detailed discussion for each of the items listed below. This narrative will be used to evaluate proposer qualifications for effectively delivering the expectations of the Corporation. Proposers should provide a response to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the LHC
- Define its functional approach in providing the services
- Define its functional approach in identifying the tasks necessary to meet requirements
- Describe the approach to project management and quality assurance
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing
- Present innovative concepts for consideration, if any that clearly demonstrates Proposer's understanding of the Corporation's management scheme and relating a unique approach to achieve the desired results.

E. Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references

(name, title, company name, address, and telephone number) should be provided for the cited projects in the individual résumés.

The Proposer should also include the name of the person to be designated as the "Project Leader," who will be responsible for the coordination of the work efforts of the other individuals. Information to be provided regarding the project leader must include: (i) length of career in area relevant for RFP; (ii) any professional designations; and (iii) number and size of projects relevant to the subject RFP in the last three (3) years.

This section should also highlight staff diversity and show how the Proposer intends to comply with Section 3 and utilize small and minority businesses, women's business enterprises, disadvantaged business enterprises and labor surplus area firms as well as local businesses in providing the services in the RFP.

F. Financial Soundness

The Proposer may include any appropriate information necessary to demonstrate the Proposer's financial soundness. Every Proposer must include its current financial statement, preferably audited. Any financial records that the Proposer believes is confidential and/or proprietary should be labeled "Confidential" as provided in Section II(I) – Proprietary or Confidential Information.

G. Supplementary and Miscellaneous Information

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

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

H. Cost Proposal

The Proposer should state what it considers to be the most appropriate method for determining a reasonable fee for this representation, and state the rationale for this determination.

The LHC will NOT reimburse any expenses related to Contractor(s)'s transportation under the Contract (e.g. mileage, parking, etc.) for travel to LHC's offices. Travel time approved by the LHC shall be paid in accordance with the actual billable rate in the contract. Travel expenses directly related to field travel on behalf of LHC must be pre-approved and will be paid in accordance with PPM 49, State Travel Regulations. No other travel expenses will be reimbursed under the contract.

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

Other Direct Costs (ODC) -- Potential costs and/or charges, if any, for any and all proposed services associated with the implementation and administration of this RFP which should be

considered by the Corporation shall be submitted in the proposal. If ODCs are required, they must be approved in advance of purchase by the LHC. Prior to the purchasing or leasing any ODCs, the Contractor(s) shall provide a list of ODCs to the LHC. The LHC will review that list and will either (a) authorize the Contractor(s) to purchase, obtain or lease the items or services and submit that expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, LHC and/or federal procurement guidelines, if applicable, must be followed.

Each Cost Proposal must also include a detailed listing of all expenses or fees that the Proposer deems as Additional Services which are to be paid directly to a subcontractor or vendor. These expenses shall be based on the actual costs incurred with no mark-up for overhead and/or profit allowed. If periodic related services are to be provided by subcontractors, a list must be provided that includes titles and respective hourly rates. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Contractor. The Corporation reserves the right to refuse any subcontractor and/or limit the work performed by the subcontractor as needed.

The cost of services is one of the factors that will be considered in making an award(s). The information requested in this section is required to support the reasonableness of the Proposer's fee schedule.

The Proposer shall provide the total cost for providing all services set forth in the table below. This rate shall be fully burdened and include all labor, office supplies and project expenses to provide the service. All required publications will be considered as an "other direct cost" and will be billed at cost.

Hourly Costs (30 points)

Position	Hourly Rate
Senior Attorney (practicing for 10 years or more)	
Junior Attorney (practicing at least 5 years but less than 10 years)	
Junior Attorney #2 (practicing at least 3 years but less than 5 years)	
Entry-level Attorney (practicing for less than 3 years)	
Paralegal	
Law Clerk	

*****The LHC shall not exceed the maximum allowable costs for Attorney/Legal Services as established by the State of Louisiana's Attorney General's Office.*****

Unit Costs [should be provided as a flat unit cost] (20 points)

Service	Fee Amount
Closing Protection Letter (per closing)	
Document Preparation and Closing	
Recording Services (per filing)	
Cancellations (per cancellation)	
Hold-back Services (per Escrow Agreement)	
Wire Fees (per incoming and/or outgoing wire)	
No-Work Affidavit	
Subordination Request	
Reinscription	
Abbreviated Title Report (per parcel)	
Tax Parcel ID Only	
Full Title Abstract (per parcel)	
Title Examination & Opinion/Commitment (per parcel)	
Title Insurance Policy	
Full Title Update	

***Please see Attachment C for definitions applicable to the proposed Scope of Services.**

Cost Proposals will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer.

The Cost Proposal will be scored separately using the following methodology:

- The lowest Proposal will receive 100% of the available points for the cost component
- Remaining Proposals will receive points based upon the following formulas:

  ¬ Hourly Costs = (Lowest Total Hourly Costs/Total Hourly Costs of Proposal Being Evaluated) multiplied by 30

  ¬ Unit Costs = (Lowest Total Unit Costs/Total Unit Costs of Proposal Being Evaluated) multiplied by 20

Scores for all components will be added together to determine the total Proposal Score.

Evaluation Criteria	Maximum Score
Corporate Background and Experience/Proposed Staff Qualification	40
Approach and Methodology	60
Cost Proposal • Hourly Costs (30 points MAX) • Unit Costs (20 Points MAX)	50
TOTAL SCORE	**150**

I. Certification Statement and Statement of Assurances

The Proposer must sign and submit Attachment A, the Certification Statement; and Attachment B, Statement of Assurances.

VI. Contract Terms and Requirements

A. Contract Award and Execution

The LHC reserves the right to enter into a contract(s) 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(s) shall become part of the contract initiated by the LHC.

The selected Proposer or Proposers 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 its wishes to negotiate.

The contract will be awarded to the Proposer or Proposers 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 I(D). 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 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 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

Three (3) 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 one (1) year from the effective date of the contract, with an option to amend the contract at the end of the initial term for an additional one (1) year term and to amend a second time for one (1) additional year. The contract may only be extended up to two (2) times for a maximum of three (3) 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. The initial term and any subsequent extensions are all subject to the final approval of the Louisiana Office of the Attorney General. 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. Workers' Compensation

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

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum per limit occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance

Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Professional Liability (Errors and Omissions)

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

4. Automobile Liability

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

5. Cyber Liability

Cyber Liability Insurance, including first-party costs, due to an electronic breach that compromises the LHC's confidential data, shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting 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 noncontributory of the Contractor's insurance.

b. Workers' Compensation and Employers' Liability Coverage. To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, directors, agents, employees, and volunteers, for losses arising from work performed by the Contractor for the Corporation.

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

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

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

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

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 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 and Limitation of Liability

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

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

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

Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

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

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

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

K. Billing and Payment

Payment terms shall be negotiated with the successful Proposer.

The Contractor(s) will submit monthly itemized invoices with the required SAM Unique Entity Identifier number clearly shown on pay request. Such itemized invoices must contain, at a minimum, the following information: identification of the individual(s) providing the service; brief description of the service provided and the date on which it was done. Under normal circumstances, the LHC should remit payment to the Contractor(s) within thirty (30) days of approval of invoices. The LHC makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made.

1. Payment for services provided on Hourly Fee Basis. Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the Corporation documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor category, hours worked, bill rate, timesheets and such other information as determined by the PM.

This hourly rate shall be fully burdened and include all travel and project expenses with the exception noted below. Contractor(s) staff will be paid the hourly rate while doing field travel on behalf of the corporation under this contract.

Travel Exception: Travel expenses directly related to field travel on behalf of LHC will be paid in accordance with PPM 49, State Travel Regulations. No other travel expenses will be reimbursed under the contract. No other direct costs other than those specifically stated in this RFP shall be reimbursed.

2. Report and Unit Costs. Payment for services performed on a report or unit price basis will be made on the basis of invoices submitted to the Corporation documenting the number of report or unit price tasks performed multiplied by the applicable report or unit price per task. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized bill rate, appropriate activity rate, the applicant for which the services were provided, date provided, etc.

The price for each report or unit-price service shall be fully burdened and include all labor, office supplies, travel and project expenses to provide the service with the exception noted below.

Travel Exception: Travel expenses directly related to field travel on behalf of LHC will be paid in accordance with PPM 49, State Travel Regulations. No other travel expenses will be reimbursed under the contract. https://wwwprd.doa.louisiana.gov/osp/travel/travelpolicy.htm

3. Payment of Other Direct Cost. Contractor(s) may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the Contract which are specifically provided for in the resulting contract. Invoices that include ODCs shall be accompanied by evidence of the **actual costs** including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The Contractor(s) shall not attach any fee or other "mark-up" to the other direct costs.

4. Retainage. All payments are subject to a five percent (5%) retainage. The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Payment of accumulated retainage for each task order will be contingent upon the completion and acceptance of all deliverables for that task order. The release of amounts retained will be made upon approval of the Project Administrator (PM). The corporation will make every effort to release the retainage amount within thirty (30)

calendar days following acceptance of each task order associated with the resulting contract.

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 after the closeout of OCD's (State Office of Community Development) federal grant providing the grant funds for this project/contract/agreement.. Contractor will be notified of that closeout date by OCD. 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 Corporation.

BB. Confidential Information of Applicants

All information (including, but not limited to, an applicant’s photograph, photographic likeness, and thumb scan image) acquired by the Contractor(s) or its Subcontractors, from whatever source, relating to individual applicant’s application and related processing for any grant, or other program administered under this Contract (“Confidential Applicant Data”) shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the Corporation by the Contractor(s) in its performance of this Contract.

Other than as directed in writing by the Corporation, only the Contractor(s)’s employees and Subcontractors’ employees with a defined need to know shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the

Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

CC. 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 email 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 or 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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, 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. Historic Preservation

Contractor(s) shall assist the Corporation in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

OO. Uniform Relocation Act

Contractor(s) will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

PP. Close-outs

Contractor(s) shall agree to comply with the requirements of 24 CFR §570.509 (CDBG) for project closure. Contractor(s)'s obligation to Corporation shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report

2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)

3. Final request for payment (SF 270) (if applicable)

4. Invention disclosure (if applicable)

5. Federally-owned property report

6. Disposing of program assets

QQ. Section 3 Compliance in Employment and Training

The work to be performed under this Agreement, including services performed under any related subcontract or sub-recipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

RR. Drug-Free Workplace Requirement

Contractor(s) and Subcontractors will certify that they have provided a g-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.

SS. 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.

TT. 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.

UU. 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.

VV. 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.

WW. 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.

XX. 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.

YY. 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.

ZZ. 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.

AAA. 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.

BBB. 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.

CCC. 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.

DDD. 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.

EEE. 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.

FFF. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor(s), any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor(s)'s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor(s) must present evidence of such compliance annually and upon request. The

Contractor(s) may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

GGG. 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.

HHH. 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.

III. Provision(s) 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.

JJJ. 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.

KKK. 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=METRO12940M12940 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.

LLL. Deliverables/Penalties

Performance measures, benchmarks, and/or penalties will be defined and determined during contract negotiations.

Penalties under this Section, Deliverables and Penalties, will be deducted from pending payments due to the Contractor(s). In the event that penalties exceed payments due to the Contractor(s), the Contractor(s) shall remit the balance to the LHC. Penalties under this Section are for performance purposes and do not represent any form of damage payment.

MMM. 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.

NNN. 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.

OOO. Treasury Rider Terms

The Contractor(s) agrees to comply with the attached "Contract Rider Federal Compliance Provisions U.S. Treasury Funded Activities" (Attachment D) for any funds received from the US Treasury programs.

PPP. FEMA Terms and Conditions Required for the Expenditure of FEMA Funds

Contractor(s) agrees to comply with the following Clauses Applicable to Federal Emergency Management Agency (FEMA) Funded Services:

Right to Audit / Records Retention:

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor(s) or any subcontractor under any negotiated contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor(s) for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records: The following access to records requirements apply to this contract:

> (1) The Contractor(s) agrees to provide LHC, OCD, GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor(s) which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> (2) The Contractor(s) agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

Discrimination Clause:

The Contractor(s) agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor(s) agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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, disability, or age in any matter relating to employment. 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.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor(s), state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The Contractor(s) will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor(s)'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor(s) will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Contractor(s)'s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor(s) may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The Contractor(s) will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The Contractor(s) will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the Contractor(s) may request the United States to enter into such litigation to protect the interests of the United States.

Contractor(s)'s Certification of No Federal or State Suspension or Debarment:

Contractor(s) has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and

debarment from future contracts. Contractor(s) shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor(s) is/are required to verify that none of the contractor(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor(s) must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Contractor(s). If it is later determined that the Contractor(s) did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Federal Funds:

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor(s) shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

Energy Policy and Conservation Act:

The Contractor(s) hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Clean Water Act:

The Contractor(s) hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Byrd Anti-Lobbying Act:

The Contractor(s) will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials:

In the performance of this contract, the Contractor(s) shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Compliance with Federal Executive Orders:

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor(s) will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor(s), or any other party pertaining to any matter resulting from the contract.

Copeland Anti-Kickback Act 2 CFR 200:

Contractor(s). The Contractor(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor(s) or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Clean Air Act 2 CFR 200:

The Contractor(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

The Contractor(s) agrees to report each violation to State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act 2 CFR 200:

The Contractor(s) agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor(s) agrees to report each violation to the State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor(s) agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Contract Work Hours and Safety Standards Act 2 CFR Appendix II (E):

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor(s) or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The Contractor(s) or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DHS Seal, Logo, and Flags:

The Contractor(s) or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Fraud and False or Fraudulent Related Acts:

Contractor(s) must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor(s) herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor(s)'s and its subcontractor's actions pertaining to this 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 will provide 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: _____

Attachment B – Statement of Assurances

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

1. It possesses the legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program.

2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Sub-Recipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.

3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Sub-Recipient:

> a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
>
> b. Is authorized and consents, on behalf of the Applicant/Grantee/Sub-Recipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Sub-Recipient's responsibilities and his or her responsibilities as an official.

5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.

6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.

8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.

9. It will require every building or facility (other than a privately-owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Sub-Recipient to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1971 and any other accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Sub-Recipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Sub-Recipient, this assurance shall obligate the Applicant/Grantee/Sub-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.

b. Section 104 (b) (2) of Title VII of the Civil Rights Act of 1968 (42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the

Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.

e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 135), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:

a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and

b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and

c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and

d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and

individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (Plaquemine Parish) rental Rehabilitation Program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.

14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.

15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.

16. It will ensure that the facilities under Applicant/Grantee/Sub-recipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).

18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:

a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and

b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.

22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42.

23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).

24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.

25. In relation to labor standards, it will comply with:

a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.

b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).

c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).

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

26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding.

27. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title

24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.

28. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).

29. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.

30. In relation to water quality, it will comply with:

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

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

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

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

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

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

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

Signature: _____ Date:_____

Printed Name: _____

Title: _____

Organization:_____

Attachment C

DEFINITIONS APPLICABLE TO THE SCOPE OF SERVICES

1. Abbreviated Title Report: The report generated by Contractor in connection with an Abbreviated Title Search (as defined below). The Abbreviated Title Report shall contain the following information: (i) the date that the report is generated, (ii) the applicable application number assigned by the program to the property that is subject of the report, (iii) the applicable property address, (iv) the names of the current Program applicant(s) associated with the subject property, (v) the conveyance index date through which the Abbreviated Title Search was investigated, (vi) a list of all current owners of record as indicated by the records investigated, (vii) the date of acquisition of the ownership interest acquired by all current owners, (viii) an indication of the existence or non-existence of a Homestead Exemption, if requested by the Corporation, (ix) the Tax Parcel Identification Number for the property, and (x) when applicable, the identification, and a summary of, any issues of concern with the documentation, or where sufficient documentation might be lacking in the public records.

2. Abbreviated Title Search: The search, review and investigation of the conveyance and assessor's records in the Parish in which the property subject of the search is situated. The search period shall, at a minimum, go back to the date of the federally declared disasters that took place on any date as might be required or appropriate for any existing or future program administered by the Corporation (the "Relevant Search Date"). The search shall start as of the date of the last act affecting ownership recorded in the conveyance records and be run forward thru the then current index date for the conveyance records in the Parish in which the property is situated (the "Required Search Period"). The purpose of the Abbreviated Title Search is to provide the Corporation with evidence of ownership of a given property at present and as of the Relevant Search Date for the purposes of determining Program eligibility. The Abbreviated Title Search shall not constitute an opinion as to title and shall not serve as the basis for any Title Commitment of policy of Title Insurance. In connection with an Abbreviated Title Search, the Contractor shall provide the Corporation with: (i) all documents indicative of ownership and recorded in the conveyance records search during Required Search Period and (ii) an Abbreviated Title Report (as defined above).

3. Cancellations: The services to be provided by Contractor in connection with cancellations shall include obtaining and/or drafting any and all documents necessary to cancel any mortgage, lien, or other encumbrance affecting a property from the appropriate land records for the Parish in which the property is located. This includes obtaining duly authorized release and cancellation documents from applicable creditors, lien holders and mortgagees as well as drafting any other necessary or appropriate documents and/or affidavits necessary to obtain the release and cancellation of any applicable adverse inscription.

4. Closing: Shall have the same meaning ascribed to the term "Settlement" at La. R.S. 22:512(16).

5. Closing Documents: All documents required by LHC and any applicable, and then current, program policies, which are necessary to bind any and all stakeholders to comply with any covenant, representation, warranty or other obligation in connection with the provision any funding, disbursements, receipts, grants, loans or anything of value by any program beneficiary in connection with his/her/its program participation.

6. Closing Protection Letter: A document issued by Contractor as agent of its Title Insurance Company, in connection with the issuance of a policy of Title Insurance by Contractor, in which the Title Insurance Company affirmatively agrees to indemnify LHC for actual losses caused by Contractor's failure to follow written closing instructions from LHC, to the extent, and only to the extent, that any such instructions: (i) affect the validity, priority or enforceability of any mortgage lien, (ii) require the Contractor to obtain, but not vouch for the validity or effectiveness, of a specific document, or (iii) relate to the collection or disbursement of funds held in Escrow by the Contractor.

7. Document Preparation & Closing: The preparation of all Closing Documents (as defined above) for execution by the parties to a program transaction and coordination between program participants, financial institutions, constructions lenders and the LHC for the execution of the Closing Documents. This includes conducting closings and overseeing the execution of all Closing Documents, collecting and depositing of any and all funds associated with the transaction, the escrow and disbursement of such funds in accordance with LHC written instructions, current program policy, and the final settlement statement. In connection with this service, Contractor shall also provide LHC with electronic copies of all executed Closing Documents, including conformed copies of any recorded documents.

8. Foreclosure Legal Services: Shall mean those services actually performed by an attorney. Foreclosure Legal Services shall also include any other services that the Louisiana Department of Justice, Office of Attorney General deems "legal services" or an activity that constitutes the practice of law in the State of Louisiana. Services that can be done by a legal secretary, paralegal, or law clerk should be assigned to the lowest ranking staff available to assist and billed at the rate of the staff position who actually did the work.

9. Foreclosure and Tax Sale Support Services: Shall include any service that is not considered "Foreclosure Legal Services" as defined above.

10.Full Title Abstract: Shall have the meaning ascribed to the term "Abstract" at La. R.S. 22:512(1)(a).

11. Full Title Update: Contractor shall perform a second, or continuation, search and investigation of the public records that covers the period from the effective date of the Title Opinion or Title Commitment provided at the original loan closing and the then current index date for the lands records office in the Parish in which the Property is located as needed.

12. Hold-Back Services: These services shall be provided as requested from time-to-time by LHC. If these services are requested by LHC, Contractor shall, after consultation with LHC regarding the specific facts of surrounding the need for Hold-Back Services, shall draft an Escrow Agreement

by and between Contractor, as Escrow Agent, and LHC and one or several Program participants governing the terms and condition upon which certain funds will be held in Escrow by Contractor and the terms and condition upon which the funds may or may not be released and disbursed from the Hold-Back Escrow Account. Contractor shall also be required collect and deposit any funds to be escrowed into a LHC approved escrow account (Hold-Back Escrow Account") and account for such funds separately and to the credit of the appropriate program participant(s). All hold-back funds will only be disbursed by Contractor per the terms of the applicable Escrow Agreement approved and executed by LHC and the other parties thereto.

13. No-Work Affidavit: As requested by LHC, Contractor shall engage a surveyor licensed by the State of Louisiana and coordinate, schedule and manage the surveyor for the purposes of obtaining an affidavit from said surveyor attesting to the existence or nonexistence of any work, services or material having been or being performed or delivered at or on a particular tract or parcel of land. The affidavit supplied by said surveyor shall be for the purposes, and in the form and substance, set forth in the Louisiana Private Works Act, specifically La. R.S. 9:4820(C).

14. Other Real Estate Transaction Services: Any other service, excluding anything constituting legal services, that may be required in order to achieve any of the goals and purposes of the applicable program and LHC, but not specifically enumerated or defined elsewhere in this RFP.

15. Recording Services: Shall include the filing and recording of any document in connection with a Closing, any curative work, or any other Program related transaction and obtaining conformed copies thereof and providing to LHC as soon as reasonably possible after the final recordation information is assigned to any such document by the office at which it was recorded. This includes, but is not limited to, the recordation of cancellation, affidavits, mortgages, conveyances, subordinations and releases.

16. Skip Trace Services: Shall include a search of all available public and non-public records and databases by Contractor, including lands records, credit records, social media, civil records, financial records and address histories, for the purpose of locating an individual or individuals as requested from time to time by LHC. A report, in form and substance acceptable by LHC, shall be provided in connection with the performance of any Skip Trace Services requested by LHC.

17. Title Examination & Opinion/Commitment: Shall be a written report provided to LHC in compliance with the provisions of La. R.S. 22:512(17)(vi)(aa)-(hh).

18. Title Insurance Policy: Shall mean a policy of lender's title insurance issued by Contractor on behalf of First American Title Insurance Company insuring LHC with regard to its lien priority, validity and enforceability in an amount and with all endorsements requested by LHC.

Attachment D

FEDERAL COMPLIANCE PROVISIONS

U.S. TREASURY FUNDED ACTIVITES

The provisions of this contract rider for U.S. Treasury funded activities ("Treasury Rider") contains contract provisions to be included in a for goods or services when those goods or services are in whole or in part funded with funds received or administered by the OCD from the U.S. Treasury ("Treasury Grant Funds"). The Treasury Rider is forms a part of the contract ("the Contract") which expressly references and incorporates the Treasury Rider.

The provisions of the Treasury Rider apply to all goods and services funded in whole or in part by Treasury Grant Funds. A contract funded with multiple funding sources may have a separate rider applicable to each funding source (i.e. U.S. Treasury, U.S. Department of Housing and Urban Development, Federal Assistance Management Agency). In the event that multiple funding sources are utilized for payment of the goods and services, in order for the compliance provisions for each of those funding sources must be satisfied, each funding sources compliance provisions must be met.

If the Treasury Grant Funds are subject to a period of performance the concludes prior to the expiration of the Contract, no compensation shall be paid for services funded with Treasury Grant Funds after that period of performance, and Contractor shall complete services in a timely fashion as needed by OCD in order to close-out the grant under which the Treasury Grant Funds were provided.

The following provisions apply to all services provided under Contract for programs funded by grants from the U.S. Treasury in relation to the coronavirus pandemic. In the event that there is conflict between the provisions of the Treasury Rider and the Contract or another federal compliance provision contract rider to the Contract, if there are inconsistent provisions, the more stringent compliance provision shall apply. All other terms of the Contract remain in full force. Contractor shall require the terms of this rider are included all subcontracts (of any tier), and binding the subcontractors to the obligations herein.

I. Provisions Required by 2 CFR 200.317:

(A) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

In the hiring of subcontractors, Contractor shall use the following affirmative steps to assure that assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(B) Domestic Preferences for Procurement of Materials (2 CFR 200.322)

Contractor should, to the greatest extent practicable but not in violation of any applicable law or regulation applicable to the Grant Funds or inconsistent with any other provision of the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as provided in 2 CFR 200.322.

(C) Use of Recovered Materials (2 CFR 200.323)

In the performance of this contract, if materials are procured and the price of the item ex exceeds $10,000, or if the value of quantity acquired under this Contract or an incumbent contract for the same services in the preceding fiscal year exceeded $10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

II. Provisions Required by 2 CFR 200 Addendum II (See 2 CFR 200.327)

(A) ADMINISTRATIVE, CONTRACTUAL AND LEGAL REMEDIES: See Contract provisions. No additional requirements.

(B) TERMINATION FOR CAUSE AND FOR CONVENIENCE: See Contract provisions. No additional requirements.

(C) EQUAL OPPORTUNITY: If the Contract is a federally assisted construction contract as defined in 41 C.F.R. 60-1.3, during the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(D) Davis-Bacon/Copeland Anti-kickback

If required by the legislation creating the program or appropriating funds to the Program, if the Contract is a construction contract in excess of $2,000:

Contractor shall comply with the Davis Bacon Act, as provided in the following provisions as required by 29 CFR 5.5(a)(1)-(10):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular

contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and to advise the contracting officer or will notify the contracting officer within the 30- day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such

worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in

the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contractor shall also comply with the Copeland Anti-kickback Act, as follows:

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury by appropriate directive or instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E.) Contract Hours and Safety Standards Act.

If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. OCD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) The Contractor and subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period applicable to the record keeping requirements generally provided for in this Rider or the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(6) Records to be maintained under this provision shall be made available by the Contractor or subcontractor, as applicable, for inspection, copying, or transcription by authorized representatives of the U.S. Treasury, the Department of Labor, and OCD; Contractor or subcontractor, as applicable, will permit such representatives to interview employees during working hours on the job.

(F.) Rights to Inventions. Not applicable.

(G.) Clean Air Act and Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office. b. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Treasury Grant Funds.

(2) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the U.S. Treasury and the appropriate Environmental Protection Agency Regional Office.

b. The Contractor agrees to include these requirements in each subcontract to be paid in whole or in part with funds from the Treasury Grant Funds.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OCD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall comply with federal statutes required in the Anti-Lobbying Act. The Contractor and each tier of subcontractors shall file the required certification that it will not and has not used federal appropriated funds paid to it under the Contract 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to OCD.

(J) Use of Recovered Materials (2 CFR 200.323) See Section I(C), above.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 CFR 200.216) If this Contract involves the providing telecommunications and/or video surveillance systems or services, the systems and services provided must be in compliance with the restrictions of 2 CFR 200.216.

Additional Provisions Required by U.S. Treasury grant terms, directives or guidance:

(A) General Compliance Requirement: Contractor agrees to comply with any additional applicable requirements as previously or hereafter enacted in public laws creating the programs or appropriating funds to the programs under which the Treasury Grant Funds have been issued, or as required by the U.S. Treasury in its applicable grant terms, directives, guidance, federal statutes, regulations, rules, executive orders or otherwise with respect to contracts funded with the Treasury Grant Funds, without regard to whether such terms are set forth in this Rider or the Contract.

(B) Reporting. Contractor agrees to comply as directed by OCD to comply with any reporting obligations established by the State and Treasury, including the Treasury Office of Inspector General, as relates to the Treasury Grant Funds, and to comply with applicable data privacy and security requirements.

(C) Maintenance of and Access to Records

a. CONTRACTOR shall maintain records and financial documents sufficient to support eligible uses of Treasury Grant Funds.

b. OCD, the Louisiana Legislative Auditor, and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

c. Records shall be maintained by Contractor a period of five (5) years after all funds have been expended or returned to Treasury.

(D) Contractor shall comply with any applicable provisions of requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(E) Contractor shall comply with any applicable restrictions on lobbying under 31 C.F.R. Part 21.

(F) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Governor's Office of Homeland Security and Emergency Preparedness by the U.S. Department of the Treasury."

(G) Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles in the course of performance of this Contract.

(H) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, CONTRACTOR should encourage its employees, CONTRACTOR's, and contractors to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

1.0 FUND USE

Contractor 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 and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

2.0 RIGHT TO AUDIT

Contractor shall grant to the Louisiana Housing Corporation, the Governor's Office of Homeland Security and Emergency Preparedness (GOSHEP), the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including Treasury, Treasury OIG, GAO and the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records during the term of this Contract and for a period of five (5) years after the closeout of the federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

3.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;, as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract or other enforcement action.

4.0 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.

5.0 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 and 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.

6.0 DOCUMENTATION AND RECORD KEEPING

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCDs federal grant providing the funds for the Contract. The Contractor 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 the closeout of LHC's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by LHC.

7.0 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and 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 nepotism activities.

8.0 HATCH ACT

Contractor 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.

9.0 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained 2 CFR 100.318(c) or 2 CFR 200.112. the Contractor shall warrant that based on reasonable inquiries and diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor 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, the State 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 State determines that undue hardship will result either to Contractor 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 which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

10.0 LABOR STANDARDS

Contractor 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.

11.0 CLOSE-OUTS

Contractor shall agree to comply with the federal requirements for project closure. Contractor's obligation to LHC shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

12.0 DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (41 U.S.C. 701).

13.0 ELIGIBILITY STATUS

Contractor, 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 in 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

14.0 ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy

and Conservation Act to the extent applicable to Contractor and its Subcontractors. The LHC will provide such standards and policies to Contractor as a pre-condition of this stipulation.

15.0 SAFETY

Contractor 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 shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

Contractor 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.