



Louisiana Housing
Corporation

REQUEST FOR PROPOSALS

for

Disaster Recovery Grant Management and Administration

Issue Date: Monday, July 13, 2020

Deadline to Submit Proposals: Friday, July 31, 2020 by 4:30 p.m. CST

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Background

The Louisiana Housing Corporation (“LHC” or “Corporation”) is currently sustaining considerable financial liability related to its efforts in response to the unprecedented COVID-19 Virus Spread Event which resulted in the State of Louisiana declaring a State of Emergency and the Federal Government a Federal Emergency in the Disaster Declarations.

The LHC is determining the proper amount of claims to submit to the State and Federal government and other reimbursing agencies. The goal of this project is to ensure that the LHC properly applies to the State and Federal government for all eligible disaster-related costs in a timely and efficient manner and in accordance with all applicable laws, regulations, and guidelines. In addition, the LHC seeks to ensure that Project Worksheets are developed appropriately, accurately, and timely filed with the relevant reimbursing agencies.

The LHC coordinates and provides audit responses and supporting documents as required by funding agencies and their auditors. Moreover, the LHC files appeals and engages in other efforts to retain funds or seek reimbursement. The LHC intends to enter into an agreement for disaster recovery grant management and administration consulting services with a qualified Proposer to assist with the aforementioned initiatives.

B. Purpose

This purpose of this Request for Proposals (RFP) is to obtain competitive proposals as allowed by governing statutes, ordinances, resolutions, and policies from bona fide, qualified Proposers who are interested and able to provide knowledgeable personnel that are experience in disaster recovery grant management and administration through no more than a five (5) year period. This current COVID-19 emergency, as well as other possible future emergencies, are being addressed through this RFP. At the current time, there are a number of federal agencies that can or have provided federal disaster or development/resiliency related funding to subgrantees, including but not limited to: Department of Homeland Security’s Federal Emergency Management Agency (“FEMA”); the U.S. Department of Housing and Urban Development (“HUD”), etc.

C. Goals and Objective

The LHC desires to engage with a disaster recovery grant management and administration consultant for professional services to provide management and administration support of grant activities and associated project management activities as needed for federal and state programs. The full scope of activity and necessary response may not be fully realized at this time. The maximum time of the agreement will be a period of no more than five (5) years. Respondents should be prepared to move expeditiously through both application and negotiation and execution of a final agreement upon the announcement of an award in response to the RFP due to the time-sensitive nature of the matter.

D. RFP Coordinator

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

Louisiana Housing Corporation
ATTN: Tamechia Beemon
2415 Quail Drive
Baton Rouge, Louisiana 70808
Email: tbeemon@lhc.la.gov
Re: RFP for Disaster Recovery Grant Management

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

E. 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. Notwithstanding the forgoing, Respondents should be prepared to move expeditiously through both application and negotiation and execution of a final agreement upon the announcement of an award in response to the RFP due to the time-sensitive nature of the matter, and should be prepared to begin work contemplated under the RFP during the course of contract negotiations.

Proposals will be reviewed and evaluated by an evaluation team, to be designated by the Executive Director, 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.

F. Important Dates and Deadlines

RFP published and posted to LHC website	Monday, July 13, 2020
Deadline for submitting written inquiries	Thursday, July 16, 2020 by 4:30 p.m. CDT
Deadline for LHC to respond to written inquiries from proposers	Monday, July 20, 2020
Deadline for submitting proposals	Friday, July 31, 2020 by 4:30 p.m. CDT
Notice of Intent to Award	No earlier than August 1, 2020
Contract Effective Date	August 1, 2020

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.

G. 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(F), above. Inquiries shall clearly reference the section of the Proposal about which the Proposer is inquiring or seeking clarification. The LHC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle. The LHC reasonable expects and requires *responsible and interested Proposers* to conduct their in-depth proposal review and submit inquiries in a timely manner. Questions submitted after the above-referenced deadline will not be answered.

Any person aggrieved in connection with the specification contained therein shall submit questions or concerns in writing to the RFP Coordinator during the inquiry period. Otherwise, failure to do so will be construed as acceptance by the Proposers that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein.

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.

H. 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 RFP Coordinator. The blackout period will begin upon posting of the RFP. The blackout period will end when the contract is awarded.

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

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

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

- Duly noticed site visits and/or conferences or meetings for Proposers;
- Written and/or oral discussion during the evaluation process;
- Communications regarding the RFP between any person and the staff of the LHC, provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the

procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

I. 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>. It is the responsibility of the proposer to check the website for any such addendums, supplements, or amendments made to the RFP.

J. Definitions

1. **Contractor/Consultant** – Any individual or entity who is awarded or has a contract with the LHC.
2. **Corporation** – Louisiana Housing Corporation, a public body corporate and politic constitute an instrumentality of the State of Louisiana, created pursuant to Chapter 3-G of Title 40 of the Louisiana Revised Statutes, and charged with the mission of providing affordable, accessible, decent, safe, and sanitary housing to the low- to moderate-income citizens of the State of Louisiana..
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.
4. **Proposal/Application** – A response to a Request for Proposals.
5. **Proposer/Applicant/Offeror** – A firm or individual who responds to a Request for Proposals.
6. **RFP** – Request for Proposals
7. **Shall, Must, Will** – A requirement that must be met without alteration.
8. **Should, Can, May** – Language denoting desirable, advisable or permissible action.
9. **State** – The State of Louisiana.
10. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
11. **Close Out** – A financial reconciliation between Federal Agency and/or other State or federal

II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I(B), above, **by no later than 4:30 p.m. CDT on Friday, July 31, 2020.** 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
ATTN: Tamechia Beemon
2415 Quail Drive
Baton Rouge, Louisiana 70808
Email: tbeemon@lhc.la.gov
Re: RFP for Disaster Recovery Grant Management

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

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. Three (3) additional copies of the Proposal should be provided for the Evaluation Team, as well as one (1) electronic copy on a CD or USB Flash Drive and one (1) redacted copy, if applicable (see *Section II(H) - Proprietary Information* for details).

C. Required Signatures

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

1. A current corporate officer, partnership member, or other individual specifically authorized to submit 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; or
3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

D. Validity

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

E. 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.

F. 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.

G. 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.

H. Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal 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 Louisiana Housing Corporation

RFP for Disaster Recovery Grant Management and Administration

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.

I. 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.

J. 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 RFP Coordinator.

K. 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 or omissions identified by the LHC.

L. 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 if it is determined to be in the LHC's best interest. Failure to submit all non-mandatory information requested may result in the LHC requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

M. Cost of Proposal Preparation

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

N. Written or Oral Presentations/Discussions

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

O. 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.

P. Other Rights Reserved by LHC

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

III. SCOPE OF SERVICES

A. Scope of Work

Consultant shall focus on maximizing eligible, allocable federal dollars. Consultant shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Consultant will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the consultant shall perform services and work necessary to objective and tasks including, but not limited to, the following:

- Provide support for engaging with agencies from which the LHC may seek reimbursement for related activities
- Engage with the LHC to assist with the assessment of related damages/loss resulting from a described event
- Educate and advise the LHC on recovery programs and the recovery process
- Provide eligibility guidance
- Work with the LHC to obtain all costs and necessary backup documentation to develop, revise, and submit Project Worksheets (PWs) and grant applications to the applicable federal and state agencies to be approved, obligated, and reimbursed. This includes, but it not limited to, assisting with securing Section 404 and 406 Hazard Mitigation opportunities, preparing small project PWs, supporting and influencing federal agencies' development of large project PWs, advising the LHC on requests for improved or alternative projects, and reviewing PWs and resolving issues prior to approval and funding
- Provide insurance guidance and supporting insurance claim resolution to maximize reimbursements
- Support the LHC to ensure proper procurement and document management
- Advocate on behalf of the LHC for maximum benefits with GOHSEP and related federal agencies
- Resolve and eliminate recovery impairment
- Assist with request for time extensions to state and federal entities
- Prepare and coordinate the development of PWs and version as required with the LHC, federal and state agencies. This includes project development, formulation, and processing as required for small and large projects
- Review eligibility issues for the LHC and develop justifications for presentation to the federal and state agencies and any other agencies involved in providing disaster recovery funds
- Ensure that all eligible damages have been identified, quantified, and presented to the LHC, federal, and state agencies. All eligible damages shall be incorporated into PWs and grant applications with supporting documentation and proper cost estimates, using the Federal Agency Cost Estimating Factor ("CEF") when necessary
- Assist in the development of hazard mitigation proposals by identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program and other mitigation programs.

- Compile and summarize/justify costs for presentation to federal and state agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations
- Provide written performance and status reports regarding the status of the Federal Agency Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
 - Hours billed and amount invoiced by personnel
 - PW and grant application development and revisions
 - PW and grant application submissions and approvals
 - Obligated amounts versus eligible estimates
 - Issues with PW and grant application submissions and resolutions
 - Issues requiring assistance
 - Amounts awarded to the LHC per PW and grant application
 - Requests for Reimbursement submitted
 - Estimated and actual costs
 - Reimbursements received by the LHC
 - Insurance deductions
 - PW and grant application closeout
- Attend meetings with the LHC, federal and state agencies to negotiate and represent PWs and the obligation of eligible amounts
- Provide grant management advice to maximize reimbursements of disaster recovery expenses
- Assist with appeals to any federal, state, and/or other agency
- Provide advice to LHC personnel and consultants; attend and participate in meetings as required
- Prepare draft correspondence to local, federal, and state officials as necessary
- Provide the LHC with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process
- Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits
- Prepare for and respond to inspections and audits for on-going and completed projects
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed
- Keep track and monitor consultant's own time and activities by project, or as allowable under the provisions of federal guidance for direct administrative, indirect, and project management costs
- Provide other duties reasonably related to this engagement.

B. Deliverables

The deliverables listed above are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per its proposal, and how the proposed deliverables will be provided.

C. Deliverables

Describe any potential charges for proposed services associated with the RFP project implementation and administration that you desire the LHC to consider.

D. Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Firm's capacity to address the LHC's scope of work
- Demonstration of the firm's prior experience in providing consulting services of this nature and its familiarity with federal and state agencies and programs
- Capability and qualifications of the proposed personnel
- Proposed strategy of the firm in representing the LHC in disaster recovery grant management and administration.

IV. EVALUATION CRITERIA

The following criteria will be evaluated when reviewing the proposals. The proposals will be evaluated in light of the material and the substantiating evidence presented to the LHC, not on the basis of what may be inferred.

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.

Proposals will be evaluated by the Evaluation Team based on the criteria detailed in this section. In preparing to submit a response, it is important for 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 identified as such and included in a separate section of the proposal.

The evaluation team shall compile the scores and make recommendation basis of the responsive and responsible proposer that is best suited to meet the Corporation's requirements and needs for the project.

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.

A. Financial Proposal (20 Points)

The following financial criteria will be evaluated:

- All costs inclusive of maximum fee for all consulting work
- All other costs, if any, proposed by the Proposer

Prices proposed shall be firm, but subject to negotiation during the contract negotiation phase.

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.

The Proposer will not be reimbursed for any travel, per diem, photocopying, telephone bills, or other related expenses of the engagement unless incurred at the specific written request of the LHC. All costs proposed are to be inclusive of all expenses necessary to provide the scope of services outlined in this RFP, and should be included in hourly rates.

B. Technical Proposal (80 Points)

The technical criteria detailed in Section III(D) will be evaluated.

- Firm's capacity to address the LHC's scope of work (20 Points)
- Demonstration of the firm's prior experience in providing consulting services and its familiarity with federal and state agencies and programs (20 Points)
- Capability and qualification of the proposed personnel (10 Points)
- Small Entrepreneurships (MBE/SBE/WBE) Initiative (10 Points)
- Proposed strategy of the firm in representing the LHC in disaster recovery grant management and administration (10 Points)

MBE/SBE/WBE Initiative

Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships (MBE/SBE/WBE) participation.

The LHC strongly encourages the participation of Small and Minority and Women-owned business and Disadvantaged Business Enterprises in all contracts or procurements, as eligible, for goods and services and labor and material. To that end. All service providers and suppliers are encouraged to utilize federal, state, or locally certified Small Minority and Women-owned businesses and/or Disadvantaged Business Enterprises in the purchase or sub-contracting of materials, supplies, services, or labor and material in which disadvantaged businesses are available.

V. PROPOSAL RESPONSE FORMAT

A. Cover Letter and Executive Summary

The cover letter should contain a summary of Proposer's ability to perform the services described in the RFP and confirms that the Proposer is willing to perform those services and enter into a contract with the LHC. By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:

- 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; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate, or affidavit; or
- Able to provide other documents indicating authority which are acceptable to the LHC.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

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.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. 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 references from previous clients, including names and telephone numbers.

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

C. 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. Proposers should 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.

D. 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. Proposer may also include innovative concepts, if any, not discussed above for consideration.

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.

E. Cost Proposal

The cost proposal must provide the basic fee structure and indicate the hourly rates of the various staff members for each of the services anticipated under this RFP. An organizational chart for all staff necessary for the performance of the duties listed in this RFP should also be included, including a schedule of wages and salaries for those included on the organizational chart.

The cost proposal should state assumptions on which the firm's fee would be predicated and any factors that would change the actual fee. The proposer should state also 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 cost proposal shall also include any and all costs the Proposer desires to have considered in any contract entered into with the LHC.

Louisiana Housing Corporation

RFP for Disaster Recovery Grant Management and Administration

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.

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.

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. 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.

Other. -- 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.

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. These expenses shall be based on the actual costs incurred with no mark-up for overhead and/or profit allowed. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Contractor.

F. Proposer's Certification of No Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration ("GSA").

G. Proposer's Certification of No Suspension or Debarment

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

VI. CONTRACT TERMS AND REQUIREMENTS

A. Contract Award and Execution

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

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

The selected Proposer shall be expected to enter into a contract that includes substantially the same terms and conditions included herein. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that it wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer. Proposers should be prepared to begin work contemplated under the RFP during the course of contract negotiations.

The contract will be awarded to the Proposer whose proposal best meets the needs of the LHC.

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

Upon review and approval of the evaluation team's recommendation for award, a Notice of Intent to Award to the apparent successful Proposer will be issued. A contract will be completed and executed by the parties with an effective date as set forth above in the RFP. 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.

The LHC intends to award a contract to a single Proposer.

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

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

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

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

C. Term of Contract

The initial term of the contract shall be for three (3) years from the effective date of the contract, and may be extended for a maximum contract term not to exceed five (5) years. All proposals should reflect services in anticipation of a maximum contract term.

D. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below, as applicable. The 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 period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

6. Deductibles and Self-Insured Retentions

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

7. Other Insurance Provisions

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

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

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

- b. *Workers' Compensation and Employers' Liability Coverage.* To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Corporation, its officers, directors, agents, employees, and volunteers, for losses arising from work performed by the Contractor for the Corporation.
- c. *All Coverages.* All policies must be endorsed to require thirty (30) days written notice of cancellation to the Corporation. Ten (10) day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify the Corporation of policy cancellations or reductions in limits.

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

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

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

E. Acceptability of Insurers

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

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

F. Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Housing Corporation, Its Officers, Agents, Employees and Volunteers

2415 Quail Drive Baton Rouge, LA 70808

Project Name:

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

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

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject Louisiana Housing Corporation

RFP for Disaster Recovery Grant Management and Administration

to all of the requirements stated herein. The Corporation reserves the right to request copies of subcontractors' certificates at any time.

H. Workers' Compensation Indemnity

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

I. Indemnification and Limitation of Liability

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence:

Louisiana Housing Corporation

RFP for Disaster Recovery Grant Management and Administration

(i) to procure for the Louisiana Housing Corporation the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Louisiana Housing Corporation up to the dollar amount of the Contract.

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

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

J. Payment

Payment terms shall be negotiated with the successful Proposer.

K. Termination

1. Termination for Cause

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

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Corporation to comply with the terms and conditions of this contract provided that the Contractor shall give the Corporation written notice specifying the Corporation’s failure and a reasonable opportunity for the Corporation to cure the defect.

2. Termination for Convenience

The Corporation may terminate the Contract at any time without penalty by giving thirty (30) calendar days’ written notice to the Contractor of such termination or negotiating with the

Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

L. Assignment

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Corporation, provided however, that claims for money due or to become due to the Contractor from the Corporation may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.

M. Right to Audit

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

N. Civil Rights Compliance

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

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

O. Record Ownership

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

P. Entire Agreement/Order of Precedence

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

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

Q. Contract Modifications

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

R. Substitution of Personnel

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

S. Governing Law

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

T. Code of Ethics

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

U. Corporate Requirements

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

V. Prohibited Activity

Contractors are prohibited from using funds provided herein or personnel employed in the administration of this program for political activities, inherently religious activities, lobbying, political patronage, and/or Louisiana Housing Corporation

RFP for Disaster Recovery Grant Management and Administration

nepotism. The Contractor will comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism.

VI. COMPLIANCE WITH APPLICABLE FEDERAL LAW

The parties agree to comply with *Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. The following clauses may be mandatory if federal funds are utilized. By submitting a proposal, the successful Proposer agrees to comply with the requirements of all applicable federal laws in performing the consulting services.

In addition to other provisions required by the Federal-agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions cover the following as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. ***Equal Employment Opportunity.*** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. ***Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).*** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. ***Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).*** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. ***Rights to Inventions Made Under a Contract or Agreement.*** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of the experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. ***Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.*** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).
- H. ***Debarment and Suspension (Executive Orders 12549 and 12689).*** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. ***Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).*** Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

- J. ***Procurement of Recovered Materials.*** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximized energy and resource recovery; and establishing and affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. See § 200.322 Procurement of recovered materials.
- K. Additional Requirements include SECTION 3 Compliance in Employment and Training, to the extent feasible. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- L. ***Compliance With Federal Law, Regulations, and Executive Orders.*** This is an acknowledgment that federal financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal laws, regulations, executive orders, federal agency policies, procedures, and directives.
- M. ***No Obligation by 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, or any other party pertaining to any matter resulting from the contract.
- N. ***Program Fraud and False or Fraudulent Statements or Related Acts.*** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor'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>.

Signature of Proposer/Authorized Representative: _____

Typed or Printed Name and Title: _____

Company Name: _____ **Date:** _____