



Louisiana Housing Corporation

REQUEST FOR PROPOSALS

For

**Professional Title Services
&
 Closings and Foreclosure Services**

Issue Date: Thursday, February 11, 2021

**Deadline to Submit Proposals:
Thursday, March 25, 2021 by 4:00 p.m. CST**

I. GENERAL AND 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:

- Louisiana Neighborhood Landlord Rental Program I
- Louisiana Neighborhood Landlord Rental Program II
- 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. RFP Coordinator

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

Louisiana Housing Corporation
ATTN: Tamechia “TJ” Beemon
2415 Quail Drive
Baton Rouge, Louisiana 70808
Email: tbeemon@lhc.la.gov
Re: RFP for Title, Closings, and Foreclosure Services

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.

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 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.

D. Important Dates and Deadlines

RFP published and posted to LHC website	Thursday, February 11, 2021
Deadline for submitting written inquiries	Monday, February 22, 2021 by 4:00 p.m. CST
Deadline for LHC to respond to written inquiries from proposers	Thursday, March 4, 2021
Deadline for submitting Proposals	Thursday, March 25, 2021 by 4:00 p.m. CST
Notice of Intent to Award	Friday, April 16, 2021
Contract Start Date	No earlier than Monday, May 3, 2021

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 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.

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>. 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. **Proposal/Application** – A response to a Request for Proposals.
5. **Proposer/Applicant**– 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.

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 4:00 p.m. CST on Thursday, March 25, 2021.** 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 “TJ” Beemon
2415 Quail Drive
Baton Rouge, Louisiana 70808
Email: tbeemon@lhc.la.gov
Re: RFP for Title, Closings, and Foreclosure Services

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) redacted copy, if applicable (see *Section II(H) - Proprietary Information* for details).

C. Required Signatures

The Proposal, *Certification Statement* (See **Attachment A**), and the *Statement of Assurances* (See **Attachment B**) each 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

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.

M. 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.

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. 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 possess an ability to 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, and ensure proper recordation of closing documents. Proposers should possess all necessary licensing and qualifications including, but not limited to, being admission to 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 necessary qualifications for all or some of the services being requested of which a prospective Contractor intends to provide the Corporation. At all pertinent times, the Contractor shall reasonably anticipate working directly with the Corporation, OCD, or their respective designees in providing the requested services.

B. Title Services

The Contractor will be expected to plan and deliver title services that might include either, or both, 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 to 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 might be required by the respective Program's Guidelines. The Contractor must provide the LHC with a copy of the documentation it finds evidencing property ownership along with 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 will be expected to provide a Tax Parcel Identification Number with supporting documentation. Subject to the forgoing, 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/co-applicant, 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

A. Objective

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 will use a point system to create a list of Proposals in ranked order. Up to 60 points can be awarded for minimum qualifications. Up to 40 points, respectively can be awarded to the proposal identifying Company Background and Experience, Work Management Plan, and the Cost Proposal. Each criteria noted in the chart below provides for an aggregate total of one hundred and eighty (180) points, or possibly, up to two hundred (200) points if oral presentations are necessary.

The evaluation team shall compile the scores and make recommendation to the Executive Director or his designee on the basis of the responsive and responsible proposer(s) with the highest score(s) that is best suited to meet the Corporation's requirements, and for the Proposer(s) whose proposal, conforms to the RFP. Proposals will be recommended that demonstrate the capability and willingness to provide high quality services to the LHC and by extension, to the citizens of the State. LHC reserves the right to select one or multiple proposer(s)/contractor(s) to implement the requested services contemplated in this RFP.

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.

Each Proposal will be evaluated using the criteria detailed below.

B. Minimum Qualifications (60 Points)

To be considered a Proposer/Contractor must document in its Proposal that the following Minimum Qualifications are met:

- Proposer demonstrates compliance with the requirements of this RFP
- The Proposer/Contractor shall have a minimum of three (3) years of experience described in Scope of Services
- As proof of meeting this requirement, the Proposer/Contractor shall provide with its proposal a

Minimum Qualifications Affidavit that attests to the Proposer/Contractor's required three (3) years of experience with tasks described in the Scope of Services of this RFP

- Provide evidence of an existing program that meets the objectives outlined in the Scope of Services of this RFP
- Stability in Organization of Firm/Department and Professional Staff

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

- Proposal is complete and follows the outline in Section V - Proposal Response Format
- Proximity of Proposer's principal office to the LHC
- 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:
 - Proposer's service capability, reputation, facilities, equipment and past performance
 - Proposer's previous performance in contracts or business dealings specifically with municipal, state or federal agencies, and/or other government entities
- Proposer shall provide evidence of a minimum of three (3) years of experience

D. Work Management Plan (40 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 management 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:
 - Plan for controlling the effort.
 - Coordination of subcontractors, joint ventures or teaming arrangements.
 - Plan for phasing personnel into the effort.
 - Quality of interaction and coordination with the LHC.
 - Reporting methodologies.

E. Cost Proposal (40 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.

F. Evaluation Criteria Chart

The following will be LHC’s primary consideration in the evaluation and selection process:

	Evaluation Criteria	Maximum Points
1	Compliance with requirements of this RFP	10
2	Organization of Firm/Department and Professional Staff	15
3	Accreditation, Qualifications, and References	35
4	Background and Experience	40
5	Work Management Plan	40
6	Cost Proposal	40
	Total	180
7	Oral Presentation <i>[If Needed]</i>	20
	Grand Total	200

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 HUD's environmental review process as it relates to the rehabilitation and/or new construction of rental properties. Proposers should also include the normal timeline in which they were able to accomplish each of the above referenced deliverables.

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. Proposers should respond 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.

F. 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.

G. 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.

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 that 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.

The Proposer shall provide the total cost for providing all services set forth in the table below. Fees and costs for the deliverables set forth below should be included by the Proposer, and should include all travel and other expenses. All required publications will be considered as an "other direct cost" and will be billed at cost.

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 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.

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. -- 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.

H. Certification Statement

The Proposer must sign and submit **Attachment A – 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, the *Statement of Assurance* (See **Attachment B**), 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.

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

If the contract negotiation period exceeds thirty (30) days or if the selected 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 review and score the proposals and make a recommendation to the Executive Director on the most responsive proposal(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.

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

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

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

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

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

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

C. Term of Contract

The initial term of the contract shall be for three (3) years, or some shorter term as may be determined by the LHC, from the effective date of the contract, and may be extended for two additional one (1) year terms for a maximum contract term not to exceed five (5) years. All proposals should reflect services in anticipation of an initial three (3) year 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 the jurisdiction in which the Property is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

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

F. Verification of Coverage

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

The Certificate Holder shall be listed as follows:

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

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

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

G. Subcontractors

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

H. Workers' Compensation Indemnity

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

I. Indemnification and Limitation of Liability

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

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

the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Louisiana Housing Corporation or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as may be required.

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, 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 nepotism. The Contractor will comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and/or nepotism.

Attachment A – Certification Statement

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: _____

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: _____