



**Louisiana Housing**  
Corporation

**REQUEST FOR PROPOSALS**

**for**

**Master Servicer**

**for**

**Single Family Mortgage Lending Program**

**Issue Date: Thursday, September 14, 2023**

**Deadline to Submit Proposals:  
Friday, October 27, 2023 by 4:00 p.m. CT**

# I. GENERAL AND ADMINISTRATIVE INFORMATION

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## A. Purpose

The Louisiana Housing Corporation (LHC or Corporation) hereby provides notice that it is inviting proposals from firms to be the Master Servicer for the Single Family Mortgage Lending Program and to provide related services to the Corporation. The Corporation seeks to hire one (1) or more Master Servicer firm(s) to operate and provide the desired services for a period of no less than three (3) years. The selected proposer(s) for Master Servicer will provide services for only the new initiatives within the three (3) years contract term and will not include for any current existing portfolios.

## B. Solicitation Coordinator

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

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

**ATTN: Brenda Evans**  
Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
Email: [bevans@lhc.la.gov](mailto:bevans@lhc.la.gov)

## C. Procurement Process

The procurement process for Master Servicer firm(s) 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 above, while establishing a competitive environment to assure that each proposer is provided an equal opportunity to submit a proposal in response to this RFP. Proposals will be evaluated in accordance with the criteria set forth in Section IV of this RFP, which will be applied in the same manner to each proposal received.

Proposals will be reviewed and evaluated by an Evaluation Team. The proposals will be reviewed to determine if the proposer has met the minimum criteria described in this RFP. Based upon the totality of the information contained in the proposal, including information about the reputation and experience of each proposer, the Evaluation Team will determine which proposers are qualified (professionally, administratively, and financially).

## D. Important Dates and Deadlines

<b>RFP published and posted to LHC website</b>	September 14, 2023
<b>Deadline for submitting written inquiries</b>	September 22, 2023 by 2:00 P.M. Central Time
<b>Deadline for LHC to respond to written inquiries from proposers</b>	September 29, 2023
<b>Deadline for submitting proposals</b>	October 27, 2023 by 4:00 P.M. Central Time
<b>Formal announcement of selected proposer/s</b>	No sooner than November 10, 2023
<b>Contract Execution</b>	TBD

**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 Solicitation 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 for which the proposer is inquiring or seeking clarification. Any and all questions directed to the Solicitation Coordinator will be deemed to require an official response.

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. This RFP identifies a Solicitation Coordinator (above). All communications to and from potential proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the designated Solicitation Coordinator. The blackout period will begin upon posting of the RFP. The blackout period will end when the contract is awarded.

In those instances, in which a prospective proposer is also an incumbent contractor, the LHC and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the LHC and the incumbent contractor and/or its representatives 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 for bidders or 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.

It is the express policy of the Corporation that prospective proposers to this RFP refrain from initiating any direct or indirect contact or communication regarding the RFP selection process with staff of the LHC or member(s) of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification.

### 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

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual, or governmental body.
2. **Corporation** – Louisiana Housing Corporation
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFP.
4. **Dispute Review Panel** – a panel of LHC employees consisting of the designated procurement officer and two additional members to be appointed by the Executive Director who are authorized to resolve protests in accordance with this policy.
5. **Evaluation Team** – a group of at least three (3) but not more than five (5) designated by the Solicitation Coordinator to review and score responses to the proposal and conduct interviews as required.
6. **Executive Director** – the chief administrative head of the Louisiana Housing Corporation appointed by the Board of Directors, whether identified by this or some other title in the LHC's organizational chart.

7. **Proposal** – A response to a Request for Proposals.
8. **Proposer** – A firm or individual who responds to a Request for Proposals.
9. **RFP** – A Request for Proposals.
10. **Shall, Must, Will** – A requirement that must be met without alteration.
11. **Should, Can, May** – Language denoting desirable, advisable or permissible action.
12. **Solicitation Coordinator** – LHC employee that initiates the procurement process and oversees the entire process from selection of solicitation method through Award in coordination with the Procurement officer.
13. **State** – The State of Louisiana.
14. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
15. **TBA** – Market rate daily program not secured by a mortgage revenue bond.

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## II. Submission Requirements

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### A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the Solicitation Coordinator designated in Section I(B), above, **by no later than 4:00 P.M. Central Time on October 27, 2023 at 4:00 PM (CT).** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified above. **Fax or e-mail submissions are not acceptable and will not be considered.**

Proposals may be mailed through the U. S. Postal Service or delivered by hand or courier to:

**Louisiana Housing Corporation**  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
(225)763-8700  
**Attn: Brenda Evans**  
**Re: Master Services RFP for SF Mortgage Lending Program**

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

<b>Proposal Name:</b>	<b>Master Servicer RFP for SF Mortgage Lending Program</b>
<b>Proposal Submission Deadline:</b>	<b>October 27, 2023 at 4:00 PM (CT)</b>

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.

### 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. Five (5) additional copies of the proposal should be provided for the evaluation team, as well as one (1) redacted copy, if applicable (see *Section II(I) - Proprietary Information* for details).

### C. Required Signatures

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

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

#### **D. Corporate Requirement**

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

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

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

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

#### **E. Validity**

All proposals shall be considered valid for acceptance until such time as an award is made unless the Proposer provides for a different time period within its proposal. However, the Corporation reserves the right to reject a proposal if the proposer's acceptance period is unacceptable to the Corporation and the proposer is unwilling to extend the validity of its proposal.

#### **F. Acceptance of Proposal Content**

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

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

#### **G. Clarity**

Each proposer is responsible for the accuracy and completeness of its proposal. Proposals must

demonstrate a clear understanding of the requirements of this RFP and present a clear description of proposed services and fee arrangements. While proposals prepared simply and economically are preferred, as much detail as possible should be provided while also providing straightforward, concise descriptions of proposers' abilities to meet the requirements of the RFP.

## **H. RFP Response Material Ownership**

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

## **I. Proprietary or Confidential Information**

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal, very plainly with either a watermark or notation in the page number/header/footer section and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44.1 *et seq.*, and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

The Corporation reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor or other State agencies or organizations, for the sole purpose of assisting the Corporation in its evaluation of the proposal. The Corporation shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

## **J. Changes to Proposals**

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

## **K. Withdrawal of Proposals**

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



## **L. Errors and Omissions in Proposals**

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

## **M. Rejection of Proposals or 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 to cancel this announcement.

## **N. Cost of Proposal Preparation**

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

## **O. Certification of No Federal or State Suspension or Debarment**

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

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Proposer(s) is/are required to verify that none of the contractor(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The proposer(s) must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by proposer(s). If it is later determined that the proposer(s) did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **P. Written or Oral Presentations**

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

recorded in the final contract. Written and/or oral discussions/presentations for clarification may be conducted in order to enhance the Corporation's understanding of any or all of the proposals submitted. A contract may, however, be awarded without such discussions.

## **Q. Code of Ethics**

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

## **R. 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 resume for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

## **S. Rights Reserved by LHC**

LHC reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate, negotiate modifications to any of the items proposed in the proposal, request additional information from any firm, reject any or all proposals and waive any irregularities in any proposal. LHC retains the right to negotiate the payment amounts for servicing rights for its master servicer(s). The engagement described in this RFP is not necessarily exclusive. LHC will not disclose the status of negotiations until the LHC's Board of Directors has approved to award of a contract for services.

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# III. SCOPE OF SERVICES

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## A. Introduction

The Louisiana Housing Corporation (LHC or Corporation) hereby provides notice that it is inviting proposals from firms to be Master Servicer and perform related services to the Corporation. The Corporation seeks to hire one (1) or more Master Servicer firm(s) to provide the desired services for a period of no less than three (3) years. The selected proposer/s for Master Servicer will provide services for only the new initiatives within the three (3) years contract term and will not include for any current existing portfolios.

## B. Overview

In regards to Single Family Home Ownership Program, LHC expects to continue using the lendable proceeds of each issue of single family mortgage revenue bonds (MRB) and to be announced non-bond proceed mortgages (TBA) including FHA, VA, Rural Development, and conventional to fund a possible combination of (a) Low Rate Program Loans, which provide no down payment or closing cost assistance to the borrower but offers below market interest rates, (b) Assisted Program Loans which have a higher rate than the Low Rate Program Loans, but which provide the borrower with down payment and closing cost assistance payments, (c) HOME/MRB and CDBG/MRB Assisted Program Loans (as available) which offer both a low interest rate and down payment and closing cost assistance, (d) qualified acquisition/rehabilitation loans and refinance/rehabilitation loans, and (e) taxable programs, special initiatives and other programs to promote homeownership and provide stability to the state's housing stock for low to moderate income citizens or otherwise underserved or those having special needs of the State of Louisiana as approved and recommended by its staff and the LHC Board of Directors. The LHC may offer multiple mortgage rates on these programs simultaneously and may change these mortgage rates at any time. The Master Servicer must securitize all loans into GNMA, Fannie Mae, or Freddie Mac certificates. The LHC may provide down payment and closing cost assistance in the form of grants, hard or soft second mortgages.

With respect to any particular proposed series of bonds, LHC's objective is to structure the bonds and execute the bond sale in such a way as to minimize transaction costs and interest rates in order to be able to offer the most affordable mortgage loan interest rates and terms to homebuyers, while utilizing most, if not all, of the interest rate spread available to the Corporation under the IRS 143(g)(2)

Also, with respect to any particular proposed series of bonds, LHC's objective is to structure the transaction in such a way as to maximize recovery of its up-front funding requirements (paid at closing) by the end of the MBS delivery/purchase period, unless it is clearly demonstrated that, by leaving funds under the lien of the related trust indenture, there is a materially greater economic benefit to the LHC (as measured by the Net Present Value of future administrative fees, distributable cash and residuals versus up-front cash funding requirements).

With respect to non-bond transactions, it is the goal of the Corporation to structure the mortgage rate(s) to allow flexibility and competitiveness in the market but to maintain at least a 50 bp to the Corporation.

It is the goal of the Corporation to increase homeownership in rural areas of the State through the creation of new and innovative programs. In order to be the most effective in its use of funds, the Corporation desires to minimize negative arbitrage in its programs.

The Corporation is targeting funding approximately \$100 million of Mortgage Loans in each year. Certain factors outside of the Corporations control, including viability of hedging strategies for direct sales of mortgage-backed securities, viability of tax-exempt bonds as a cost efficient funding sources, availability of allocation of tax-exempt volume cap, market demand for mortgage loans by eligible homebuyers and competing loan products, may impact the Corporation’s ability to achieve its objectives. Mortgage Loan volume each year during the term of the Master Servicer selected pursuant to the RFP may be higher or lower than the targeted amount and the Master Servicer must be in a position to accommodate volume levels much lower and much higher than \$100 million.

It is the option of the Corporation to allow a multitude of origination channels in the private mortgage marketplace to originate mortgage loans which will be funded, purchased, or table-funded by a Master Servicer subject to specified underwriting, closing and post-closing services. Qualified originators will be deemed by the Corporation to have an appropriate relationship with the Master Servicer upon approval by the Master Servicer of a broker agreement, correspondent agreement, or a seller agreement. The objective is to permit mortgage brokers, mortgage bankers, and other types of mortgage lenders to participate in the origination of bond loans.

It is the goal of the Corporation to enable persons to either acquire or refinance a home and make appropriate repairs necessary to comply with minimum property standards. To this end, proposed Master Servicer should have the ability to set-up, monitor, and expend escrow funds for repair of such properties.

The LHC is issuing this RFP to servicers and banking firms interested in serving on the LHC Finance Team as Master Servicer.

LHC reserves the right to retain another firm or firms (through any process authorized by the LHC Board of Directors) to assume responsibility as Master Servicer for any transaction initiated during the term of service if, in LHC’s opinion, such action is justified or made necessary by relevant facts and circumstances.

**C. Tasks and Services**

This RFP applies only to those organizations wishing to provide the specialized services as Master Servicer of those loans funded with the proceeds of LHC’s Bond and other mortgage lending Programs. Within this capacity, the Master Servicer must undertake certain due diligence activities which include limited compliance monitoring, completion and review of loan documents, compliance exhibits, and other transactions documents.

The scope of services to be rendered to LHC by the successful proposer in connection with each issuance of bonds will include, but not necessarily limited to, the following:

1. Consult with Corporation staff and other members of the finance team regarding program development and product guidelines.
2. Attend monthly, the LHC Board and committee meetings, while also presenting and/or providing requested information.

3. Review and comment on documents prepared by other members of the Corporation's finance team relating to each bond issue, including, but not limited to the bond purchase agreement, program agreements, loan documents, regulatory agreements, disclosure document, continuing disclosure agreement, master servicers agreement, bid specifications, and bid procedures.
4. Approve and qualify participating originating lenders in LHC's Single Family Programs. Institute monitoring protocols and procedures to insure that originating lenders maintain qualifying standards.
5. Ensure that each loan purchased is fully sellable and serviceable.
6. The Master Servicer will be required to advise the originating lender of missing documentation and provide adequate follow up for its attainment. Failure of the originating lender to comply, will be reported to LHC. The Master Servicer is permitted, with LHC's approval, to establish a penalty fee for untimely or incomplete submission of any necessary documentation or originator debarment.
8. Provide underwriting services to broker firms should the Corporation make available its products to brokers or a wholesale channel. Decide upon incoming loans and pending loans documentation received within seventy two (72) – ninety six (96) working hours excluding weekends and holidays. Provide a monthly report indicating date of incoming loans, decision date and approval/denial date to ensure compliance is being met. Provide sufficient staffing to meet established turn times.
9. Service first mortgages in compliance with Ginnie Mae, Fannie Mae, and Freddie Mac requirements. Provide monthly reporting to LHC for current and delinquent loans based upon thirty (30), sixty (60), ninety (90), and equal to or greater than one hundred and twenty (120) days past due. Monitor and report foreclosures, bankruptcies, forbearances, and modifications as appropriate on MRB, HOME/MRB and CDBG/MRB loans. Process payoff requests, making these available online or to the LHC upon request.
10. Provide early delinquency intervention services, institute loss mitigation procedures and appropriate file retention in accordance with LHC's written policy.
11. Obtain and issue fully modified pass-through mortgage-backed securities (Certificates). Such Certificates evidence the ownership of certain mortgage loans and the obligation of the Government National Mortgage Association (GNMA/Ginnie Mae), the Federal National Mortgage Association (FNMA/Fannie Mae) or the Federal Home Mortgage Loan Corporation (FHMLC/Freddie Mac) to guarantee the timely payment of monthly principal and interest of the applicable Conventional, FHA, RD, or VA mortgage loans acquired through financing of a purchase, refinance or rehabilitation loan for eligible residences in the State of Louisiana. The Master Servicer shall cause the Certificates to be issued on or before the applicable Final Certificate Deadline (as defined in the Program Notice or other correspondence to lenders provided by LHC) in which Certificates are backed by Mortgage Loans closed prior to the related Final Closing Deadline. Loans

must adhere to the guidelines and pricing of the Master Indenture, applicable Series Supplemental Indenture and Final Official Statement, ensuring that loans qualify for inclusion into Fannie Mae, Freddie Mac, or GNMA pools. The Master Servicer will work closely with the Trustee to monitor bond proceeds and certificate purchases. Loans which do not qualify are to be sold back to the original originating lender, and LHC is to be notified.

11. Provide monthly loan level data on the Corporation's portfolio to include but not limited to delinquencies as well as program, borrower, property and loan characteristics detailing risk and pricing attributes.
12. Ensure lender compliance with closed loan delivery.
13. Set up and maintain escrow accounts for all purchase money loans and refinance/rehabilitation loans (including but not limited to 203k's and any conventional rehab mortgage products).
14. Participate in lender training classes facilitated by the Corporation for originating lenders including instructions on underwriting and purchase.
15. Assign experienced staff immediately upon proposal acceptance to review final program terms and all program documents (including negotiating the terms of a Servicing Agreement satisfying the terms and conditions set forth in this RFP), suggesting revisions to program documents to further the objectives of LHC and the single-family lending program, subject to the acceptance and approval by LHC, as necessary.
15. Provide other related services as may reasonably be requested by the Corporation from time to time.

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# IV. EVALUATION CRITERIA AND SELECTION PROCESS

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## A. Objective

The LHC will consider proposals that, in its sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the State of Louisiana in the manner described in this RFP.

## B. Preliminary Review

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

## C. Evaluation Criteria

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.

The Evaluation Team will generally use the following criteria to evaluate all acceptable proposals and to develop recommendations to be presented to the LHC Board of Directors.

<b>Evaluation Criteria</b>	<b>Points</b>
Firm's Overview and Staffing	10
Servicing Experience	40
Master Servicer and Housing Bond Experience	20
Computer Capabilities	15
Master Servicer Criteria	5
Participating Loan Originator Approval	15
Document Preparation/Post-Closing Services	10
Escrow/Disbursement Capabilities	25
Additional Services	15
Current Portfolio	15
Potential Conflicts	0

Master Servicer Fees	15
Originating Lender Compensation	15
<b>Total</b>	<b>200</b>

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based solely on the information provided in the proposal, and if applicable, interviews and reference responses. LHC serves the right to request additional information or documentation from the firm regarding its proposal, personnel, financial viability, or other items in order to complete the selection process. 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.

#### **D. Evaluation Process**

The Evaluation Team will score each written proposal. No preliminary conclusions or results will be given out to proposers until the Evaluation Team has completed the entire evaluation process and the formal announcement of the selected proposer has been made.

#### **E. Oral Presentations**

If the Evaluation Team extends invitations for oral presentations, the proposers selected for final evaluation will be expected to accept the invitation and make oral presentation to the Committee. Proposers are reminded that any oral commitments or representations made during these presentations that extend beyond the written representations in the proposal document may be formally recorded in the contract.

#### **F. Final Scoring**

If oral presentations are conducted, those presentations will be graded by the Evaluation Team separate from the previously submitted written proposals on the basis of information obtained from the proposers' oral presentations and references with a maximum point value of twenty (20) points being awarded. The final score will be the sum of the score received from both the written submission packet and the oral presentation, if any.

#### **G. Final Selection**

Upon approval by the LHC Board of Directors, a formal announcement of the selected firm will be made, and all proposers will be notified. Contract negotiations should begin by the date listed in Section I(D), above. The successful firm will be expected to sign the contract, which will contain substantially similar terms and requirements as those set forth in Section VI, below. Firms should thoroughly review Section VI prior to submission of proposal response.

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# V. PROPOSAL CONTENT AND FORMAT

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## A. Executive Summary

This section should include a summary of the proposer’s qualifications and ability to meet the overall requirements of the RFP. 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 terms and conditions of the draft contract. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

## B. Evaluation Criteria

### 1. Firm Overview and Staffing (10 points)

Provide the name, main office location(s), phone number and fax number of the primary contact person regarding the organization’s proposal. Provide an overview of the history of your firm and its organizational structure relating to its role as master servicer. Identify each senior and support staff person to be assigned to the LHC account. Clearly state the expected duties and responsibilities of each person and their degree of involvement in LHC transactions. Include a brief resume describing each person’s experience, specialized expertise, and qualifications to provide the services expected to be provided by such person. Please provide a current audited consolidated financial statement.

### 2. Servicing Experience (40 points)

Summarize your organization’s experience as Master Servicer for FHA, VA, RD, and Conventional loans. Include Non-HFA and HFA business acquired during the period covered by the table below. Specify and reference any experience with Louisiana lenders.

Non HFA			HFA		
Year	# of Loans	\$ Volume (Millions)	Year	# of Loans	\$ Volume (Millions)
2020			2020		
2021			2021		
2022			2022		
Total			Total		

### 3. Master Servicer and Housing Bond Experience (20 points)

Summarize the firm’s experience as Master Servicer as it relates to Single Family Mortgage Revenue Bond issues, non-bond mortgages (TBA) and other programs. Specify your institution’s current volume and capacity servicing FHA, VA, RD, and

Conventional loans. List all programs for which the firm is currently servicing as master servicer. Indicate if issues are taxable or tax exempt.

**4. Computer Capabilities (15 points)**

Describe the computer capabilities of the firm in connection with the monthly delinquency reporting; payoff requests for sales and refinances; ability to manipulate data by issue, interest rate, bond type, date, etc. and provide access of same to LHC. Describe capabilities for web-based access to two years of payment and collection history. Enumerate methods to maintain current copies of hazard and flood insurance with applicable deductibles and property taxes. Indicate the software system(s) that the firm currently interfaces with. Indicate the firm's ability to provide "custom" reports at the Corporation's request. For each Bond Issuance identified in #2, please indicate which system is used to interface with the HFA or Non-HFA client.

**5. Master Servicer Criteria (5 points)**

Indicate all of the following which apply to proposer:

- a. Originated and/or serviced residential mortgage loans in and during the three-year period, 2000-2022;
- b. FHA-approved mortgagee with direct endorsement; c. VA-approved mortgagee with automatic authority; d. Rural Development-approved mortgagee;
- e. GNMA-approved Seller/Servicer;
- f. Fannie Mae/Freddie Mac approved Seller/Servicer with ability to offer all products offered by GSEs;
- g. FDIC insured;
- h. Maintain Errors and Omissions Insurance in amount required by GSEs;
- i. Maintain Fidelity Bond Coverage in amount required by GSEs;
- j. Ability to provide early intervention and default counseling and management to first-time homebuyer; and
- k. Ability to underwrite all loans products available in secondary market, prepare closing documents and perform post-closing services on behalf of originators who are being funded or table-funded by the Master Servicer.

**6. Participating Originator Approval (15 points)**

All licensed companies registered with the National Mortgage Licensing System pursuant to the Federal S.A.F.E. Act of 2008 and the Louisiana Office of Financial Institutions shall be eligible to participate in the program. Include matrix of the different types of approvals and qualifications for each that your organization will issue along with the services that will be available to the Originators based on the type of approval they receive (i.e. broker, correspondent, seller, etc.)

**7. Document Preparation/Post-Closing Services (10 points)**

Describe the firm’s experience in preparing closing documents and post-closing services including experience with tax-exempt bond issues which use standard loan products securitized through Fannie Mae, Freddie Mac, and Ginnie Mae. Elaborate on any other areas of experience.

**8. Escrow/Disbursement Capabilities (25 points)**

Describe the firm’s ability to set-up, monitor, and disburse escrows for all loans and to provide for final inspection of escrows surrounding acquisition/rehabilitation and refinance/rehabilitation loans such as 203k’ and other conventional rehab products.

**9. Additional Services (15 points)**

In addition to the duties enumerated in this RFP for a Master Servicer, describe any other services (other than services as Master Servicer) the organization proposes or is capable to make available to the LHC. Indicate the proposed basis for compensation for such services.

**10. Current Portfolio (15 points)**

Provide the following information relating to all single-family residential mortgage loans being serviced by the firm for its own account or for the accounts of other investors. Include in submission demonstration of ability to provide early intervention services and loss mitigation procedures.

<b>Delinquency/Foreclosure Data</b>	<b>12/31/2020</b>	<b>12/31/2021</b>	<b>12/31/2022</b>
% 30-60 days delinquent			
% 61-90 days delinquent			
% of loans more than 90 days Delinquent			
% of loans in process of Foreclosure			
% of loans in process of bankruptcy			
% of loans in process of forbearance			
% of loans in process of modification/special program			

Dollar Amount of Loans being Serviced (indicate number of unit).			
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**11. Potential Conflicts (0 points)**

Discuss how the firm would propose to deal with any potential conflicts arising from concurrently serving as Master Servicer for LHC and for local public trust issuers of MRBs in the State.

**12. Master Servicer Fees (15 points)**

State the basis (formula) for the firm’s proposed fees for serving as Master Servicer. All bids are to assume that the Servicing Acquisition Fee will be paid at the time of its purchase of a Mortgage Loan and the balance of such fee will be upon purchase of the MBS by the Trustee using the following scenarios:

- a. Payment for Servicing Rights (in basis points) on FHA-insured, VA-guaranteed and RD-guaranteed Mortgage loans to be securitized into GNMA Certificates (assuming an annual servicing fee paid to the Master Servicer of .44% and a GNMA guaranty fee of .06%).
- b. Payment of Servicing Rights (in basis points) on Conventional Mortgage Loans to be securitized into Fannie Mae Certificates (assuming an annual servicing fee paid to the Master Servicer of 0.25% and a Guaranty fee of 0.25%).
- c. Provide a formula which the Corporation can use to determine the payment for servicing rights on conventional mortgage loans to be securitized into Fannie Mae certificates assuming this reduces their guarantee fee and increases the annual servicing fee by the amount of the reduced guarantee fee.
- d. Payment of Servicing Rights (in basis points) or conventional mortgage loans to be securitized in Freddie Mac certificates (assuming an annual servicing fee paid to the Master Servicer of 0.25% and a Freddie Mac Guaranty fee of 0.25%).
- e. Closing document and post-closing services.
- f. Establishment, monitoring and disbursement of escrow accounts for all loans and loans originated with loan products such as 203k, 203ks, or any conventional rehab mortgages products.

Enumerate any additional standard fees (Master Servicer legal fees, tax service fees, etc.).

**13. Originating Lender Compensation (15 points)**

The following chart should evidence any and all differences in Lender/Originator, Corresponding Lender, and Broker compensation arrangements by the Master Servicer:

**LHC's Current Program Terms**

Originators' Net Compensation	2.00%
Borrower Origination Fee	0
Borrower Discount	0.00%
Current Servicing Fees:	
GNMA Pools	0.44%
Conventional Loan Pools	0.25%

**Proposed Master Servicer Fee Structure:**

	<b>Proposed Charge</b>	<b>Ordinary &amp; Customary Amount *</b>
Servicing Release Premium to be Paid to LHC GNMA	%	x
Fannie Mae/Freddie Mac Assuming current 0.25% servicing fees	%	x
Assuming 0.35% servicing fees **	%	x
Tax service fee	\$	x

**Proposed Charges:**

**a) Loans from Eligible Participating Lenders**

Document preparation fee	\$	\$
Document review	\$	\$
Underwriting	\$	\$
Flood certification fee	\$	\$
203(k)		

Fee per loan	\$	\$
Fee on rehab amount	%	%

**b) Loans from Corresponding Lenders**

Document preparation fee	\$	\$
Document review	\$	\$
Underwriting	\$	\$
Flood certification fee	\$	\$
203(k)		
Fee per loan	\$	\$
Fee on rehab amount	%	%

**c) Loans from Brokers**

Document preparation fee	\$	\$
Document review	\$	\$
Underwriting	\$	\$
Flood certification fee	\$	\$
203(k)		
Fee per loan	\$	\$
Fee on rehab amount	%	%

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\* The selected proposer will be required to certify for federal tax purposes the ordinary and customary fees charged on non-MRB program loans made through similar lending arrangements. Note that any fees exceeding these will be charged against LHC's allowable spread, reducing the Corporation's earnings under the program. To assure federal tax law compliance, originating lenders must certify that borrowers have not paid any other fees than those specifically allowed under LHC's program standards.

- \* \* The proposer agrees that the applicable servicing release premium will be adjusted pro rata to any future change in allowed servicing fees based on this response.

### **C. Disclosures**

1. Detail any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against the firm (provide attachment if necessary). Also, describe any civil litigation pending or concluded within the last three (3) years against the firm that would impair the firm's ability to provide the requested services (provide attachments if necessary). Also, describe the nature of any conflicts of interest that the firm believes may exist or arise.
2. Disclose any potential conflicts of interest with representing the Corporation in this matter, including any potential conflicts of interest of employees assigned to this project and potential conflicts with any of the Corporation's board members. The Corporation reserves the unqualified right to disqualify an entity or cancel any contract for any potential conflict of interest issues raised initially and/or during the life of any contract awarded.

# VI. CONTRACT TERMS AND REQUIREMENTS

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## A. Contract Award, Negotiations, and Execution

The LHC reserves the right to enter into a contract based on the initial offers received without further discussion of the proposal 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. The Proposer shall not submit its own standard contract terms and conditions as a response to the 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 receives the highest score and is best suited to meet the corporation's requirements and needs as outline din Section IV. The formal announcement of the selected Proposer will occur on or about the date indicated in the Important Dates and Deadlines Section I(D). Negotiations may begin with the announcement of the successful Proposer.

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

If, for any reason the Proposer most responsive to the Corporations' 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 the non-mandatory terms, conditions and requirements.

## B. Notice of Intent to Award

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

LHC reserves the right to make multiple awards.

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

## C. Protests



## **1. Protest Procedure**

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

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

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

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

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

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

## **2. Dispute Review Panel**

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

## **3. Appeal of Decision by Dispute Review Panel**

The protesting party may appeal the Dispute Review Panel decision to the Executive Director. The written appeal shall be submitted to the Solicitation Coordinator via electronic mail or U.S. mail, and must be received by the LHC within seven calendar days of the electronic transmission of the written decision, for review by the Executive Director.

## **4. Review by Executive Director**

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

determination regarding the protest.

## **5. Judicial Review**

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

## **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. The proposer's inability of 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. 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.

### **2. 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..

### **3. Workers Compensation and Employers Liability:**

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 LHW=CA, 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.

### **4. Professional Liability (Errors and Omissions Insurance):**

Professional Liability (Errors and Omissions) insurance, which covers the professional errors, acts, or omissions of the Proposer 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.

## **5. Crime Insurance, which incorporates fidelity bond insurance**

Proposer or any subcontractor involved in the handling of State, HUD, FEMA or other federal funds shall be required to maintain Commercial Crime Insurance in the amount of not less than \$5,000,00. Such insurance shall provide coverage for claims due to employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interest may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, LHC reserves the right to obtain a certified copy of the applicable insurance.

## **6. 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 aft 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.

## **7. Deductibles and Self-Insured Retentions**

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

## **8. Other Insurance Provisions**

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

- a. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages. The LHC, its officers directors, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Proposer(s). ISO Forms CG 20 10 (for ongoing work and CG 20 37 (for completed work) (current form approved for use in Louisiana), or equivalent are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the LHC. The Proposers 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 Proposer'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 Proposer(s) for the Corporation.
- c. All Coverages. All policies must be endorsed to require thirty (30) days written notice of cancellation to the Corporation. Ten (10) days written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Proposer(s) policy. In addition, Proposer 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 anon-compliant certificate of insurance shall not release the Proposer from the obligations of insurance requirements or indemnification.

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 Proposer(s) to comply with reporting provisions of the policy shall not affect coverage provided to the Corporation, its officers, directors, agents, employees and volunteers.

9. **Fidelity Bond:** within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

### 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(s) 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(s) 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(s) 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(s) to purchase and/or maintain any required insurance shall not relieve the Contractor(s) from any liability or indemnification under the contract.

## G. Billing and Payment

The Contractor will submit monthly itemized hourly billing statements. Such itemized statements must contain, at a minimum, the following information: identification of the individual(s) providing the service; brief description of the service provided and the date on which it was done.

Under normal circumstances, the LHC should remit payment to the Contractor within thirty (30) days of approval of invoices. The LHC makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed or clarification of charges is needed before payment can be made.

## H. Non-Negotiable Contract Terms

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

## I. Use of Subcontractors

The selected proposer shall serve as the single prime contractor for all deliverables and work performed pursuant to the terms of the entire contract. **No proposals involving subcontractors, joint proposals, or joint ventures will be accepted.**

## J. 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.

## K. Warranties and Representations

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

1. All information contained in its response to the RFP remains current and correct, including all information regarding its credit standing, financial status, resources, insurance, and personnel;
2. It is in good standing as a corporation in the state of its incorporation, and it is qualified to do business in Louisiana, and will take all such action that may be necessary from time to time to remain in good standing and so qualified;

3. It is not in arrears with respect to the payment of any monies due and owing the State or any department or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to insure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; and
5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

#### **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. Indemnification**

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

#### **N. Payment of Taxes**

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

#### **O. Audit**

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

## **P. Non-Discrimination in Employment**

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, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor 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, political affiliation or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

## **Q. Contingent Fee Prohibition**

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

## **R. Governing Law**

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

## **S. 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.

## **T. 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.

## **U. 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.

## **V. 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.



# Attachment A – Certification

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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:** \_\_\_\_\_