



# Louisiana Housing Corporation

## **REQUEST FOR PROPOSALS**

**For**

**Property Management Services**

**of**

**Mid-City Gardens Apartments**

**Issue Date: Wednesday, March 13, 2024**

**Deadline to Submit Proposals:  
Wednesday, April 17, 2024 by 4:00 p.m. CST**

# I. GENERAL AND ADMINISTRATIVE INFORMATION

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## A. Purpose

This Request for Proposals (RFP) is being issued by the Louisiana Housing Corporation (hereinafter referred to as the “LHC” or the “Corporation”) to obtain competitive proposals from bona fide, qualified Proposers interested in providing comprehensive property management services for a LHC-owned multi-family residential housing property located in Baton Rouge, Louisiana consisting of 60 units. The property may hereinafter be referred to as “Property”, or “Premises.” Management and operation of the Property shall include determining tenant eligibility using the established resident qualifications prior to accepting tenants, as well as continuing to certify the tenants as eligible throughout the duration of their tenancy at the Property.

## B. Solicitation Coordinator

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

Louisiana Housing Corporation  
**ATTN: Dione Milton**  
**Re: RFP for Property Management – Mid-City Gardens**  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
Email: [propertymanagementrfp@lhc.la.gov](mailto:propertymanagementrfp@lhc.la.gov)

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

## C. Process

The RFP process commences with the issuance of the RFP. The steps involved in the process and the anticipated completion dates are set forth in the schedule below. The LHC has structured a procurement process that seeks to obtain the desired results described herein while establishing a competitive environment to ensure that each proposer is provided an equal opportunity to submit a proposal in response to this RFP.

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

## D. Important Dates and Deadlines

<b>RFP published and posted to LHC website</b>	Wednesday, March 13, 2024
<b>Deadline for submitting written inquiries</b>	Wednesday, March 27, 2024 by 4:00 p.m. CST
<b>Deadline for LHC to respond to written inquiries from proposers</b>	Wednesday, April 3, 2024
<b>Deadline for submitting Proposals</b>	Wednesday, April 17, 2024 by 4:00 p.m. CST
<b>Formal announcement of selected Proposer(s)</b>	No earlier than Wednesday, May 1, 2024
<b>Contract Start Date</b>	No earlier than Wednesday, May 8, 2024

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

## E. Proposer Inquiries

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

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

## F. Blackout Period

The blackout period is a specified period of time during a competitive procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any employee of the Louisiana Housing Corporation and/or any member of the LHC’s Board of Directors about the procurement. The blackout period applies not only to those referenced above, but also to any contractor of the LHC. The RFP identifies an RFP Coordinator (above). All communications to and

from potential Proposers, bidders, vendors, and/or their representatives during the blackout period must be in accordance with this RFP's defined method of communication with the designated Solicitation Coordinator. The blackout period will begin upon posting of the RFP. The blackout period will end when the contract is awarded.

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

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

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

- Duly noticed site visits and/or conferences or meetings for Proposers;
- Written and/or oral discussion during the evaluation process;
- Communications regarding the RFP between any person and the staff of the LHC provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## G. Changes to the RFP

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

## H. Definitions

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

1. **Contractor** – Any individual or entity that is awarded or has a contract with the LHC.
2. **Corporation** – Louisiana Housing Corporation, a public body corporate and politic constitute an instrumentality of the State of Louisiana, created pursuant to Chapter 3-G of Title 40 of the Louisiana Revised Statutes, and charged with the mission of providing affordable, accessible, decent, safe, and sanitary housing to the low- to moderate-income citizens of the State of Louisiana.

3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.
4. **Dispute Review Panel** – a panel of 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), individuals designated by the Solicitation Coordinator to review and score solicitations and conduct interviews, as required.
6. **Executive Director** - the chief administrative head of the Louisiana Housing Corporation appointed by the Board of Directors, whether identified by this or some other title in the LHC's organizational chart.
7. **Procurement Officer** - the director of procurement for the LHC, appointed by the Executive Director, and does not refer to the chief procurement officer for the State of Louisiana.
8. **Proposal** – A response to a Request for Proposals.
9. **Proposer** – A firm or individual who responds to a Request for Proposals.
10. **RFP** – Request for Proposals
11. **Shall, Must, Will** – A requirement that must be met without alteration.
12. **Should, Can, May** – Language denoting desirable, advisable or permissible action.
13. **State** – The State of Louisiana.
14. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
15. **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.

# 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. CST on Wednesday, April 17, 2024.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the date and time specified above. **Fax or e-mail submissions are not acceptable and will be disqualified from consideration.**

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

Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
(225) 763-8700  
**Attn: Dione Milton, Solicitation Coordinator**  
**Re: RFP for Property Management Services – Mid-City Gardens**

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

**Proposal Name: RFP for Property Management Services – Mid-City Gardens**  
**Proposal Submission Deadline: Wednesday, April 17, 2024**

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

## B. Number of Copies

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

## C. Required Signatures

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

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State;
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit (said resolution, certificate, or affidavit must be included in the proposal).

## D. Corporate Requirements/2 CFR § 200.501 Compliance

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

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

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

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

## E. Validity

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

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

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

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

## **G. Clarity**

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

## **H. Proposal Material Ownership**

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

## **I. Proprietary Information**

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

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

The Corporation reserves the right to make any proposal, including proprietary information contained therein, available to its personnel, the Office of the Governor or other State agencies or organizations, for the sole purpose of assisting the Corporation in its evaluation of the proposal. The Corporation shall



require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of participation in these evaluations.

## **J. Changes to Proposals**

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

## **K. Withdrawal of Proposal**

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

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

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

## **M. Proposal Rejection/RFP Cancellation**

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

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

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

## **O. Written or Oral Presentations/Discussions**

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

The LHC reserves the right to adjust the original scores based upon information received in the presentations/discussions, using the original evaluation criteria.

## **P. References**

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

## **Q. Code of Ethics**

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

## **R. Other Rights Reserved by LHC**

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

# III. SCOPE OF SERVICES

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## A. Overview

The purpose of this RFP is to obtain competitive proposals from qualified proposers for the management of the Mid-City Gardens Apartments (hereinafter sometimes referred to as “Mid-City Gardens” or “the Property”) located at 1690 North Boulevard Baton Rouge, LA 70802. The property is located on approximately 2.1 acres of land and consists of six (6) residential buildings with a total of sixty (60) units, comprised of sixteen (16) one bedroom units, twenty-four (24) two bedroom units, and twenty (20) three bedroom units. There is also an activity center on the Property, currently unoccupied (but will be soon occupied by a third-party non-profit [no management services will be required for this occupant]), as well as a presently-unfinished community space. Proposers are encouraged to review the architectural plans and specifications for the Property prior to submitting proposals. A basic floorplan of the property may be reviewed by contacting the Solicitation Coordinator.

Under the general direction of the Corporation, the Contractor will perform a wide range of activities relative to the leasing and management of the rental property and its related real property, rights-of-way and easements, including management of all aspects of the property leased for residential purposes, negotiation and management of contracts with maintenance, security and information technology, and other providers consultants, and performance of related duties as assigned by the Corporation.

The Contractor will be required to provide the level of full-service, professional property management services necessary to maintain and preserve the Property. The LHC expects that the services to be of the same scope and quality as those generally performed by professional property managers, and that they will be performed in a manner that is comparable to, or better than, that generally found in other apartment complexes located in the Baton Rouge market area. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices, and shall conform to all applicable codes and regulations.

The Contractor will maintain continuous, open communication with assigned LHC staff on all property-related issues, including, but not limited to, providing written reports on a monthly basis or such other reasonable schedule as may be determined by the Corporation and the Contractor.

The Contractor will develop and fully implement standard operating procedures, suitable to the Corporation, for the maintenance of the property and the management of leasing and other operations included in this RFP.

Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting and contract review with LHC. This meeting shall include a review of all use rules and an introduction to the Corporation and staff members assigned with oversight of the agency-owned properties and the property management agreement.

In addition to written report and unless otherwise determined, the Contractor and the LHC will meet

quarterly for the duration of the contract for the following purposes:

- Review of property management progress and quality of work;
- Identification and resolution of any problems that require the attention or input and direction of the Corporation;
- Coordination of the efforts of all concerned so that services are rendered efficiently and effectively;
- Preservation of a close working relationship between the Contractor and LHC; and
- Maintenance of a mutual understanding of the contract sound working policies and procedures;

The Contractor shall also make itself available, if requested by LHC staff and/or the Board, to attend meetings of the LHC Board of Directors.

There is no guarantee of a minimum level of services that may be requested by the LHA under this Contract.

## **B. Onsite Property Manager**

The Contractor shall provide and maintain an Onsite Property Manager during full-time office hours, and as necessitated by schedule or otherwise advised by the Corporation, whose job duties shall include, but are not limited to:

1. Collecting tenant rent due from all occupied units, providing proper notification to tenants delinquent with payments, and maintaining tenant files in a secure location, protecting privacy and confidentiality as per standards set forth by the United States Department of Housing and Urban Development (“HUD”). All resident files shall be subject to audit by agents of the Corporation, agents acting on behalf of the Corporation, agents of HUD programs and/or agents acting on behalf of HUD programs.
2. Arrangement, oversight, or performance of the annual (or otherwise scheduled) any and all eligibility determination/income recertification as it pertains to required income qualification for tenants.
3. Arrangement, oversight of, and/or performance of the quarterly data submittal of tenant demographic and other information required by the Corporation or HUD in a manner and format requested by the Corporation.
4. Managing access to all areas of the Property, including supervision of any onsite security service and maintaining at all times, or improving, the existing security system for the site, consisting of appropriate access to bona fide residents, management staff, maintenance staff, and designated Corporation personnel, and ensuring appropriate clearance and access that may be required for guests of residents, and non-management personnel requiring access to the site, such as contractors or vendors, or any other visitor to the Property.

5. Providing for a simple, effective method of receiving documented resident requests for work orders, and to effectuate a fair procedure designed to provide accurate and timely responses to maintenance request work orders, and similar Corporation requests.
6. Acting as a point of contact to bona fide site residents, and to the Corporation, responsible for the accurate and timely dissemination of information, including notices, flyers, promotional materials, public housing surveys, Census surveys, Corporation directives, and/or any HUD requirements pertaining to required notification for subsidized tenants.
7. Scheduling annual or semi-annual, or in accordance with a scheduled frequency as may be dictated by rules and regulations, unit inspections for every occupied unit, verifying compliance of the condition of the unit, as applicable.
8. Scheduling routine or required maintenance for units of the property (such as maintenance required upon vacancy of a unit), ensuring compliance with HUD standards or standards established by the Corporation.
9. Providing, submitting, or otherwise delivering by e-mail or other means on a monthly basis or such other reasonable schedule as may be determined by the Corporation and the Contractor, timely, accurate reports of standard requested information on lease up/vacancy percentages, resident activities, maintenance items, modernization status reports, special resident activities, and/or any other pertinent information that may be requested by the Corporation and/or deemed necessary to be provided by the Contractor.
10. Coordinating, or serving as a point of contact, for continuing efforts to provide social services for tenants, including coordination of, or serving in a liaison capacity for the tenants to outside agencies and programs that would benefit tenants in need of such services.
11. Receiving and maintaining contact information – as provided and updated by residents – for the proper notification to tenants’ family members or designated contacts, in cases of emergencies experienced by any resident.
12. Ensuring terms of lease agreement are being obeyed and tenant activity is compliant with lease agreement terms. Provide timely and accurate notification of tenant activities which are deemed lease violations.
13. Providing proper notification to tenants observed in conduct deemed to be in violation(s) of lease agreement, or upon receiving multiple written complaints or multiple written reports submitted by bona fide residents (tenants) of specified tenant activities deemed to be in violation(s) of lease agreement.
14. Maintaining continuous communication with assigned Corporation staff on all property related issues.

## C. General Administrative Functions

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements as part of its Management Contract including but not limited to:

1. Providing written monthly budget reports to LHC within ten (10) working days of the end of each month and, when necessary, developing plans to address any possible funding shortfalls (or provide such reports in accordance with such other reasonable schedule as may be determined).
2. Providing written monthly reports to LHC within ten (10) working days of the end of each month, including a precise description of operations and services provided to the complex, including all systems and equipment, number of employees/subcontractors involved, the costs incurred and any compliance issues (or provide such reports in accordance with such other reasonable schedule as may be determined).
3. Establishing and maintaining orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the Property and the operation and maintenance thereof, which the LHC and Corporation's accountants and representatives may review at any time.
4. Establishing, subject to LHC's approval, a segregated bank account (hereinafter referred to as the "Operating Expense Account") with a local bank for the purpose of maintaining funds available for Property Manager's payment for supplies, equipment and services associated with maintaining and repairing the property.
5. Hiring, or causing to be hired, discharging, paying and supervising such employees as Contractor deems reasonably advisable for the operation and management of the project, including preparing the forms, reports and returns required and obtaining the insurance or surety bonds required in connection with employment and personnel, including, without limitation, unemployment insurance, worker's compensation insurance and benefits, disability benefits and Social Security, and submitting to LHC copies of all policies and proof of paid premiums. All job-site notices for personnel shall be posted as required by law, and all personnel so hired shall be employees of the Property Manager.
6. Maintaining a log of all hours of work completed by all employees and subcontractors and reviewing said log for accuracy, along with all bills received for services, work, and supplies ordered in connection with maintaining and operating the Property, and causing such bills and amounts owed to be paid from funds deposited in a segregated Operating Expense Account established for this purpose.
7. Reviewing property-related service contracts and making recommendations to the LHC on when such contracts should be rebid and developing and implementing bid packages for such service contracts.

8. Developing Annual Operating and Preventative Maintenance Budgets for submission to and approval by LHC.
9. Preparing and implementing a five-year Capital Repair and Improvement Plan.
10. Negotiating and reviewing contracts to be entered into by the Contractor, with the prior written consent of LHC, for capital repairs and improvements to the complex, supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts.
11. Engaging, as necessary and with LHC's prior written consent, architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the Property.
12. Making all such remittances as may be agreed upon by the Corporation and the Contractor, including, but not limited to, mortgage payments, taxes, assessments and insurance premiums as related to the premises.
13. Promptly notifying LHC upon learning of any of the following events: default under any mortgage or deed of trust encumbering the Property; filing of any lien against the Property; material noncompliance with any federal, state or local law, ordinance or regulation; commencement or termination of any lawsuit against the Corporation or the Property; cancellation or nonrenewal of any insurance coverage; or any other circumstance which, either in amount or time or otherwise, may potentially affect the Property.
14. Developing inventory tracking system for equipment and supplies belonging to the premises, whether owned, loaned, leased, or rented.
15. Developing and maintaining an Emergency Preparedness plan on hand in the event of fires, floods, earthquakes, and other unforeseen emergencies that may potentially apply to the region. Tenants need to know not only how to evacuate the building, but also what to do in cases where they must remain in the building as a disastrous event occurs (such as a rail car or plant spill). In addition to outlining what residents should do in case of emergency, Contractor will also need a solid plan of action for management team and/or other responsible parties. The property manager should know what tasks must be performed and who is responsible for completing them.

## D. Operating Budget

Contractor must be responsible for the preparation of, and if necessary, revisions to the operating budget for the Property. This responsibility will include obtaining necessary approvals for an operating budget and submittal to the Corporation's staff for approval.

## E. Physical Property Maintenance

The Contractor will be responsible for regularly assessing the physical condition of the property and its systems, developing and implementing preventative maintenance plans satisfactory to LHC, and establishing capital plans as necessary to maintain, preserve, and keep the premises in good repair and condition.

General responsibilities for maintenance of the physical property shall include but not be limited to the following:

1. Developing and implementing a comprehensive facility operation plan and manual including preventative maintenance plans.
2. Maintaining the Property in such condition as required by this RFP and as otherwise may be deemed advisable by the Corporation, including preventative maintenance on the premises and its equipment, painting, interior and exterior cleaning, causing routine repairs and incidental alterations of the complex to be made, including but not limited to electrical, plumbing, steam-fitting, carpentry, masonry, and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the complex. Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturers' recommendations and standards.
3. Causing the Property and all rental units as well as all improvements and personal property of the Corporation located at the Property (including, without limitation, appliances, carpeting, decorating items, recreational facilities, roofing, paving and landscaping, parking area, plumbing, electrical, heating, ventilating, air conditioning and other systems) to be maintained in good condition and repair; provided, however, that Contractor shall follow the Corporation Procurement Policy in securing approval of all expenditures not listed as a budget item, (which expenditures shall be made, if at all, by Corporation) except for emergency repairs and monthly or recurring items previously approved by Corporation.
4. Assessing the conditions of the property and its systems and reviewing all existing warranties, manufacturers' instructions, and other contracts within the first thirty (30) days of the Contract, and then formulating a preventive maintenance schedule in accordance with said manufacturers' recommendations.
5. Soliciting contracts for any necessary equipment maintenance, electricity, water, utilities, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, fire alarm testing/inspection and other services as are approved in the annual budget for the Project, so long as the Contractor complies with Corporation's Procurement Policy.
6. Ensuring that maintenance and repairs are performed by trained, qualified technicians, licensed as necessary.



7. Ensuring that any equipment to be replaced shall be new or remanufactured and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available. Property Manager shall submit any proposed purchases to LHC for its review and approval prior to purchase.
8. Ensuring that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to LHC if found defective during that time.
9. Maintaining inventory, supplies and spare parts list.
10. Responding daily to maintenance problems identified by tenants.
11. Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis, including emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis.
12. Maintaining work order and maintenance scheduling and tracking systems.
13. Maintaining all as-built and other schematic drawings as well as all site and/or equipment manuals.
14. Providing updates of all changes to existing wiring diagrams and drawings for all existing systems as well as any systems that are added to the building. Drawings and diagrams are to be in compliance with accepted drafting standards.
15. Specific areas of facility maintenance and management services shall include, but are not limited to the following:
  - a. Structures
    - i. Interior walls, ceilings and floors (painting, routine repairs, unit preparation between tenants)
    - ii. Exterior walls, roofing and foundations (cleaning, painting, repairing and replacing, as needed)
    - iii. Fire alarm and fire suppressions systems
    - iv. Plumbing
    - v. Electrical and lighting systems
  - b. Grounds
    - i. Landscape (lawn maintenance, tree, shrub, and other plant maintenance)
    - ii. Hardscape (parking lots, sidewalks, patios)
    - iii. Fences and walls
    - iv. Common areas
    - v. Garbage, trash, and debris removal
  - c. Other

- i. Pest management
- ii. Safety and security
- iii. Quarterly site inspections, including documentation and verification thereof

## F. Leasing Operations

The Contractor will be responsible for all activities and functions normally associated with the leasing of multifamily rental housing units. Leasing Operations shall include but not be limited to the following:

1. Establishing rental guidelines in compliance with any applicable HUD restrictions on the property and complying with all provisions of law prohibiting discrimination in housing. (Contractor shall notify the Corporation of compliance concerns.)
2. Preparing vacant units for rental, unless otherwise notified by the Corporation.
3. Showing vacant units of the Property to prospective tenants.
4. Obtaining written rental applications from prospective tenants, conducting background investigations and checking credit ratings of prospective tenants.
5. Making reasonable efforts to keep premises rented at full capacity.
6. Renting the units of the Property to tenants pursuant to written Agreements on such terms and conditions as may reasonably be set forth by the Corporation, and in connection therewith, executing leases, including modifications and extensions thereof, on behalf of the Corporation; provided, however, that the initial term of any such lease shall not exceed one year nor shall more than one month's rent be received in advance; all written leases or rental agreements shall be approved by the Corporation prior to use by Contractor.
7. Collecting, demanding, requesting and receipting for rentals, deposits, vending machine income, and all other charges due from residential tenants, which payments shall be made by check or money order, if possible, and compromising accounts and disputes with tenants on such terms as Contractor deems reasonably advisable.
8. Terminating tenancies and signing and serving in the name of the Corporation such termination notices and related notices as Contractor deems reasonably advisable; evicting tenants and recovering possessions of premises on such terms and to such extent as Contractor deems reasonably advisable.
9. Depositing all security deposits in the Operating Expense Account, unless otherwise required by law or unless required to accrue interest for the benefit of tenants; and, if required by law, maintaining security deposits in a separate local bank account in the name of the Corporation, and returning all security deposits as and when required by law or by contract.
10. Suing for and recovering rents and other sums which may be due and payable, and settling,

compromising and dismissing the suits as Contractor deems reasonably advisable.

## **G. Tenant Guidelines**

The Property must comply with the following tenancy restrictions:

1. 29 units shall be maintained for families and individuals with adjusted annual gross incomes at or below eighty percent (80%) of the area median income
2. 12 units shall be maintained for families and individuals with adjusted annual gross incomes at or below sixty percent (60%) of the area median income
3. 19 units shall be maintained for families and individuals with adjusted annual gross incomes at or below fifty percent (50%) of the area median income

## **H. Tenant Relations**

The Contractor shall be held generally responsible for maintaining good, professional relationships with tenants to the extent that unit turnover is held to a minimum, and residents feel safe, secure and protected in their homes.

Additional resident services are encouraged for the purpose of enhancing the quality of life experienced on the premises by the residents.

# IV. EVALUATION CRITERIA

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

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

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

In preparing to submit a response, it is important for proposers to clearly demonstrate their expertise in the areas described in this RFP. Proposers are encouraged to identify and clearly label in their proposals how each qualification is being addressed. Evaluation of responses to this RFP will be based on the information provided in the proposal, and if applicable, interviews and reference responses. LHC reserves the right to request additional information or documentation from the proposer regarding information including, but not limited to, its proposal, personnel, financial viability, or other items in order to complete the evaluation. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be labeled as such and included in a separate section of the proposal.

The Evaluation Team will use a point system to create a list of Proposals in ranked order. Up to 100 points can be awarded to the proposal best identifying company background, experience and proposed staff qualifications (40 points) and approach & methodology (60 points) which collectively will be considered as the Technical Evaluation. Cost Proposals will be evaluated separately by the LHC Procurement Officer and can be awarded up to 50 points.

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

Proposals will only be evaluated based upon material and substantiating evidence presented to the Corporation and not on the basis of anything that may be inferred. Entities unable to demonstrate, to the satisfaction of the Evaluation Team, the necessary expertise and experience to complete the scope of services will not be considered. If any proposer fails to provide any of the required components of the technical approach and/or the cost proposal, that proposal shall be deemed nonresponsive and shall be disqualified without further scoring. Notice of such will be provided to the disqualified proposer(s) at the time the proposal is determined to be nonresponsive and before scoring commences.

Each Proposal will be evaluated using the criteria detailed below.

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

- Proposal is complete and follows the outline in Section V - Proposal Response Format
- Proposer has provided proof of registration and good standing with both the State of Louisiana and the federal System of Award Management (SAM.gov).
- Quality, extent and relevance of Proposer's operational experience (including subcontractors) in conducting all facets of property operation and 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

### **B. Approach and Methodology (60 Points)**

- Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for all tasks and services outlined in the RFP.
- Quality, clarity and thoroughness of scope of services, including the extent to which alternative approaches/tasks will achieve objectives, demonstrate a thorough understanding of the principles of for all tasks and services outlined in the RFP.
- Quality, clarity and completeness of the sample (or actual, if available) work plan or property management manual 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.

### **C. Cost Proposal (50 Points)**

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

# V. PROPOSAL RESPONSE FORMAT

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## A. Cover Letter

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

## B. Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number and the stipulation that the proposal is valid for a period of time at least ninety (90) calendar days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the LHC's overall requirements. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work.

It should include a positive statement of agreement to comply with the contract terms and conditions. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer should address the specific language to which it cannot comply and submit whatever exception or exact contract modifications that it may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

## C. Company Background and Experience

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

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

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

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

The Proposer must give a brief description of any criminal proceedings or investigations involving the Proposer or any employees of the Proposer who may be involved in providing the services requested

herein.

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

#### **D. Approach and Methodology**

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

The Proposer should:

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

#### **E. Proposed Staff Qualifications**

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

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual résumés.

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

This section should also highlight staff diversity and show how the Proposer intends to comply with Section 3 and utilize small and minority businesses, women's business enterprises, disadvantaged



business enterprises and labor surplus area firms as well as local businesses in providing the services in the RFP.

## **F. Financial Soundness**

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

## **G. Supplementary and Miscellaneous Information**

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

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

## **H. Cost Proposal**

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

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

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

*Other Direct Costs (ODC)* -- Potential costs and/or charges, if any, for any and all proposed services associated with the implementation and administration of this RFP which should be considered by the Corporation shall be submitted in the proposal. If ODCs are required, they must be approved in advance of purchase by the LHC. Prior to the purchasing or leasing any ODCs, the Contractor(s) shall provide a list of ODCs to the LHC. The LHC will review that list and will either (a) authorize the Contractor(s) to purchase, obtain or lease the items or services and submit that expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, LHC and/or federal procurement guidelines, if applicable, must be followed.

Each Cost Proposal must also include a detailed listing of all expenses or fees that the Proposer deems as Additional Services which are to be paid directly to a subcontractor or vendor. These expenses shall be based on the actual costs incurred with no mark-up for overhead and/or profit allowed. If periodic building-related services (e.g. electricians, plumbers, etc.) 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 Management Fee. The Corporation reserves the right to refuse any subcontractor and/or limit the work performed by the subcontractor as needed.

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

Proposers must submit the expected Management Fee, presented as a percentage of gross rental receipts. The cost proposal must provide the basic fee structure and indicate the hourly rates of the various staff members. 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 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.

Operational projections shall include an operational cost for the first year of the contract, which shall include projections for all necessary management, staffing, overhead, for management of the property for 6 months, 12 months, and 2 years.

Supplemental Management Fees. In the case of a natural disaster or other disaster such as a fire that generates real property damages in excess of one hundred thousand dollars (\$100,000.00), the Corporation and Contractor shall meet and re-negotiate a fee structure agreeable to both parties for an interim recovery period. Additional compensation may be given to the Contractor, depending on the necessary Property Management/Maintenance and/or Project Management/Maintenance services.

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

**For the purpose of scoring the Cost Proposal section of the RFP, the LHC will be considering the costs below:**

### Management Fee Costs (40 points)

Management Fee	Percentage (of total monthly gross receipts)
Total Management Fee Cost	

### Additional Costs [not included in the Management Fee] (10 points)

Service	Fee Amount (per month)
Administrative Fee	
Accounting Fee	

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

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

- The lowest Proposal will receive 100% of the available points for the cost component
- Remaining Proposals will receive points based upon the following formulas:
  - Management Fee Costs = (Lowest Total Management Fee Costs/Total Management Fee Costs of Proposal Being Evaluated) multiplied by 40
  - Additional Costs = (Lowest Total Additional Costs/Total Additional Costs of Proposal Being Evaluated) multiplied by 10

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

EVALUATION CRITERIA	MAXIMUM SCORE
Corporate Background and Experience/Proposed Staff Qualifications	40
Approach and Methodology	60
Cost Proposal <ul style="list-style-type: none"><li>▪ Management Fee Costs (40 points MAX)</li><li>▪ Additional Costs (10 points MAX)</li></ul>	50
<b>TOTAL SCORE</b>	<b>150</b>

## I. Certification Statement

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

# VI. CONTRACT TERMS AND REQUIREMENTS

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## A. Contract Award and Execution

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

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

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

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

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

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

## B. Notice of Intent to Award

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

The LHC reserves the right to make multiple awards.

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

## **C. Protests**

### **1. Protest Procedure**

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

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

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

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

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

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

### **2. Dispute Review Panel**

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 this procurement policy. The Dispute Review Panel members must be LHC employees employed for at least six (6) months with relevant knowledge and experience with the subject of the procurement and must not include any members of the original Evaluation Team.

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

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

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

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

### **5. Judicial Review**

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

## **D. Term of Contract**

The term of the contract shall be for three (3) years from the effective date of the contract. There shall be an option to renew for up to two (2) additional years. All proposals should reflect services in anticipation of a maximum contract term.

## **E. Insurance Requirements**

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below, as applicable. The proposer's inability or unwillingness to meet these requirements as a condition of award, may, at the sole discretion of the Corporation, be rejected and returned as nonresponsive without review.

### **1. Workers' Compensation**

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

**2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum per limit occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**3. Professional Liability (Errors and Omissions)**

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

**4. Automobile Liability**

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

**5. Cyber Liability**

Cyber Liability Insurance, including first-party costs, due to an electronic breach that compromises the LHC's confidential data, shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

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

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

## 7. Deductibles and Self-Insured Retentions

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

## 8. Other Insurance Provisions

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

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

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

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

The acceptance of completed work, payment, failure of the LHC to require proof of compliance, or the LHC's acceptance of a non-compliant certificate of insurance shall not



release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

## **F. Acceptability of Insurers**

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

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

## **G. Verification of Coverage**

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

The Certificate Holder shall be listed as follows:

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

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

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

## H. Subcontractors

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

## I. Workers' Compensation Indemnity

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

## J. Indemnification and Limitation of Liability

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

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

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

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

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

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

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

## **K. Billing and Payment**

Payment terms shall be negotiated with the successful Proposer.

## **L. Non-Negotiable Contract Terms**

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

## **M. Prohibited Activity**

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

## **N. Warranties and Representations**

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

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

## **O. Assignment**

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

## **P. Indemnification**

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

## **Q. Payment of Taxes**

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

## **R. Audit and Access to Records**

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

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

The Contractor(s) agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor(s) agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor(s) further agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, political affiliation, age or disabilities. Any act of discrimination committed by the Contractor(s), or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

## **T. Contingent Fee Prohibitions**

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

## **U. Governing Law**

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

## **V. Cooperation**

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

The Corporation requires a single Contractor(s) as the result of any Contract negotiation, and that Contractor(s) is responsible for all deliverables referenced in the RFP and proposal as well as the acts and liabilities created by personnel or subcontractors providing products or services as part of the Contractor(s)'s proposal. The Contractor(s) shall be responsible for all products and services offered in the proposal, whether or not provided by the Contractor(s). The Corporation shall consider the Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

## **W. No Guarantee or Quantities**

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

## **X. Termination/Suspension for Cause**

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

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

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

## **Y. Termination for Convenience**

LHC may terminate the Agreement at any time by giving at least thirty (30) days prior written notice to Contractor(s). Contractor(s) shall be entitled to payment on requests submitted up to the date of

termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

## **Z. Termination Due to Unavailable Funding**

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

### **AA. Confidentiality**

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

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

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



## **BB. Confidential Information of Applicants/Tenants**

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

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

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

## **CC. Third Party Requests for Release of Information**

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

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor(s) as it is against the law for a non-law firm to share in legal fees.

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the Corporation. No party shall sell, or make available for purchase, the data supplied by the other party or as collected from applicants or other parties in the course and scope of this contract. The Contractor(s) and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the Corporation in writing.

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

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

#### **DD. Fund Use**

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

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

## **EE. Compliance With Civil Rights Laws**

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

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

## **FF. Section 109 of the Housing And Community Development Act Of 1974**

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

## **GG. General Compliance**

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

## **HH. Financial Management**

Contractor(s) shall agree to comply with 48 CFR § 31 and 2 CFR § 200 and shall agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

## **II. Documentation and Record Keeping**

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

## **JJ. Hatch Act**

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

## **KK. Conflict of Interest**

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

However, upon written request of Contractor(s), the Corporation may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public

disclosure of the conflict of interest, and the Corporation determines that undue hardship will result either to Contractor(s) or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor(s) which would, in any way, permit a violation of Corporation or local law or any statutory or regulatory provision.

## **LL. Labor Standards**

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

## **MM. Environmental Conditions**

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

## **NN. Uniform Relocation Act**

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

## **OO. Drug-Free Workplace Requirement**

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

## **PP. Ownership of Documents**

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor(s), and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services Contracted for herein shall become the property of the Corporation, and shall, upon request, be returned by Contractor(s) to the Corporation at termination or expiration of this Contract. Cost incurred by Contractor(s) to compile and transfer information for return to the Corporation shall be billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor(s) prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor(s). The Corporation will provide specific project information to Contractor(s) necessary to complete Services described herein. Any software or online applications created to house and maintain data/documents under this contract will not be proprietary to the creator and will be freely shared at no expense with the LHC for perpetuity, as LHC is the record owner of the data accumulated and maintained under the contract resulting from this RFP.

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

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

## **QQ. Delay or Omission**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore

or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

## **RR. Eligibility Status**

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

## **SS. Legal Authority**

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

## **TT. Covenant Against Contingent Fees**

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

## **UU. Code of Ethics**

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

## **VV. Severability**

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

## **WW. Entire Agreement**

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

## **XX. Order of Precedence**

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

## **YY. Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.



## **ZZ. No Third Party Beneficiaries**

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

## **AAA. Public Communications**

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

## **BBB. Waiver of Non-Competition Enforcement**

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

## **CCC. Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor(s), any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor(s)'s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor(s) must present evidence of such compliance annually and upon request. The Contractor(s) may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

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

### **DDD. Safety**

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

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

### **EEE. Copyright**

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

### **FFF. Provision Required By Law Deemed Inserted**

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

### **GGG. No Authorship Presumptions**

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

### HHH. Section 3

The Contractor(s) is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See 24 CFR Part 75. See <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940> for a list of Section 3 businesses. The Contractor(s) is required take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, disadvantaged business enterprises and labor surplus area firms, are used when possible. See 2 CFR 200.321. The Contractor(s) is also encouraged to hire/employ as many local residents/enterprises as is consistent with providing efficient effective services under the contract(s). This includes both Contractor(s) and subcontractor personnel.

### III. Advertising

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

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

### JJJ. Prohibitions of Discriminatory Boycotts of Israel

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

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

# Attachment A – Certification

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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>.

7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this RFP, or a list of such litigation/ proceedings is attached to this Certification.
8. In the last ten (10) years, the Proposer has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, or if such proceedings exist, an explanation providing relevant details is attached.
9. There are no pending Securities Exchange Commission investigations involving the Proposer, or, if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP is attached.
10. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
11. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. Agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
12. There is no open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter, or if such proceedings exist, an explanation providing relevant details is attached.
13. There are no criminal convictions in the past ten (10) years of active investigations or prosecutions in which the Proposer or any of its officers, directors or management personnel were or are defendants or targets of investigation or a list of such providing relevant details is attached.

14. There are no civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000 or a list of such providing relevant details is attached.
  
15. Proposer has no contracts currently in effect with any Louisiana governmental entity or will provide a list of such contracts, including the contracting party, a short description of services, beginning and ending dates and contact name, title, phone and email for the contracting party is attached.
  
16. Proposer acknowledges their total responsibility for the entire Contract.
  
17. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
  
18. Proposer certifies that the cost submitted was independently arrived at without collusion.

**Signature of Proposer/Authorized Representative:** \_\_\_\_\_

**Typed or Printed Name and Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_