



REQUEST FOR PROPOSALS

For

Environmental Services

**For the Homeowner Rehabilitation Program
("HRP")**

DATE ISSUED:

FEBRUARY 24, 2015

DEADLINE TO SUBMIT RESPONSES:

MARCH 10, 2015

2415 Quail Drive * Baton Rouge, Louisiana 70808
(225) 763-8700 * (888) 454-2001 * (225) 763-8710 (FAX)

www.lhc.la.gov

I. General and Administrative Information

A. Background and Purpose

The Louisiana Housing Corporation (referred to as both “LHC” and the “Corporation”) hereby gives notice that it is seeking proposals from individuals and firms licensed in the State of Louisiana to perform environmental services in accordance with the rules and regulations of the U.S. Department of Housing and Urban Development (“HUD”) related to the use of Community Development Block Grant Disaster Recovery (“CDBG-DR”) funding. Such services shall include, but are not necessarily limited to, compiling supporting information, performing site investigations, performing lead-based paint, asbestos, and termite inspections, and preparing written documentation as required by and in accordance with HUD regulations (24 CFR Part 58).

The selected Proposer will perform environmental review services for the Corporation’s Homeowner Rehabilitation Program (“HRP”). The HRP utilizes CDBG-DR funds to assist low-to-moderate income owner-occupant households that continue to have a gap in financial means due to the resource limitations, living in homes that are in a substandard condition and/or in violation of code requirements. Eligible homes will be located in parishes impacted by Hurricanes Katrina, Rita, and/or Isaac, including, but not limited to, the following: Acadia, Allen, Ascension, Assumption, Beauregard, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Morehouse, Orleans, Plaquemines, Pointe Coupee, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermillion, Vernon, Washington, West Baton Rouge and West Feliciana parishes.

B. RFP Coordinator

Notice of this Request for Proposals (“RFP”) is being distributed to organizations and individuals that the Corporation believes may be able to perform the requested services and who may be interested in submitting a proposal for consideration. Interested parties may obtain a copy of the RFP by submitting their name, title, firm name, address, telephone and fax numbers, and e-mail address to LHC using the contact information below, or by visiting LHC’s website at www.lhc.la.gov:

Louisiana Housing Corporation
ATTN: Ernest P. Legier, Jr.
Re: Environmental Services RFP
2415 Quail Drive
Baton Rouge, Louisiana 70808
Telephone: (225) 763-8734
E-mail: ELegier@lhc.la.gov

C. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
2. **Corporation** – Louisiana Housing Corporation.
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
4. **Proposal** – A response to a Request for Proposals.
5. **Proposer** – A firm or individual who responds to a Request for Proposals.
6. **RFP** – A Request for Proposals.
7. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.
8. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
9. **State** – The State of Louisiana.
10. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

D. Important Dates and Deadlines

EVENT	Date
RFP Published and Posted to LHC Website	Tuesday, February 24, 2015
Deadline for Submitting Written Inquiries	Tuesday, March 3, 2015 by 4:00 p.m. C.T.
Deadline for LHC to Respond to Written Inquiries	Thursday, March 5, 2015
Deadline for Submitting Responses	Tuesday, March 10, 2015 by 4:00 p.m. C.T.
Notification of Selection for Interview (if determined to be necessary)	Thursday, March 12, 2015
Interviews (if determined to be necessary)	Tuesday, March 17, 2015, Time TBD
Announce Award of Contractor Selection	Wednesday, March 18, 2015
Contract Execution	March 18-31, 2015

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. Proposal Submission

Please submit three (3) copies of your response, including any required documentation. Responses, in their entirety, must be received by the Corporation at **2415 Quail Drive, Baton Rouge, Louisiana 70808**

by no later than **4:00 p.m. Central Time on Tuesday, March 10, 2015.** Each response and accompanying documentation shall be submitted in a sealed envelope.

IMPORTANT: Clearly mark the outside of the envelope, box, or package with the following information and format:

Proposer Name and Address: _____
Primary Contact for Proposer: _____
Proposal for Environmental Review Services for HRP

Responses may not be delivered via facsimile transmission or other telecommunication or electronic means. Respondents assume the risk of the delivery method chosen, including delivery via private courier or the United States mail. Please be advised that responses arriving after the 4:00 p.m. deadline, whether via personal delivery, U.S. mail, Federal Express, UPS, or other comparable method of delivery, will not be accepted for any reason.

It is mandatory that respondents submit a signed Statement of Assurances (see **Attachment A**) along with their responses, executed by a duly authorized representative of the organization submitting the response.

This RFP does not commit the Corporation to award any contract nor to pay any costs incurred in the preparation or delivery of responses. Furthermore, the Corporation reserves the right to accept or reject, in whole or in part, any and all responses submitted, and/or to cancel this RFP. The Corporation also reserves the right to ask for additional information from any respondent and/or all respondents as may be necessary or appropriate for purposes of clarification.

F. Contact Prohibitions

It is the express policy of the Corporation that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication with Corporation staff or members of the Corporation's Board of Directors with regard to the this RFP. Any violation of this policy will be considered as a basis for disqualification from consideration. The LHC will produce public records in accordance with LA R.S. Title 44.

G. Respondent Inquiries

The Corporation will consider written inquiries from respondents regarding RFP requirements or the 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 RFP about which the respondent 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 respondent to inquire into and clarify any portion of the RFP that is not understood.

H. Proposal Format

1. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
2. **Executive Summary:** This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of Proposer's qualifications and ability to meet the LHC's overall requirements.

It should include a positive statement of compliance with the contract terms (See Section IV, below). If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Section IV "Contract Terms and Requirements", and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

3. **Company Background and Experience:** The Proposer should provide a brief description of its company, including a brief history, corporate structure and organization, and number of years in business.

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

4. **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 in Section II. Proposers should respond to all requested areas. The Proposer should:

1. Provider Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the LHC.
2. Define its functional approach in providing the services.
3. Define its functional approach in identifying tasks necessary to meet requirements.
4. Describe the approach to Project Management and Quality Assurance.
5. Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
6. Present innovative concepts for consideration.

5. **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 licenses and/or 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.

6. **Specialized Knowledge:** Proposers should describe their knowledge of and/or experience with HUD’s environmental review process as it relates to the review of owner-occupied homes.
7. **Cost Proposal:** Fees and costs for the deliverables set forth below should be included by the Proposer, and should include all travel and other expenses. The Proposer shall provide the total cost for providing all services set forth in the table below:

Deliverable	Cost
Compliance Checklist for 24 CFR Part 58.6	
Airport Hazards – map	
Flood Disaster Protection (HUD 8-Step Process as applicable) – proof of insurance	
Coastal Barrier Improvement – map	
Statutory Checklist for 24 CFR Part 58.5	
SHPO (Historic Significance) – letter	
USACE (Wetlands Determination) – letter	
NRCS (Farmland Determination) – letter	
EPA (Sole Source Aquifer Determination) – map	
USFWS (Threatened and Endangered Species) – website	
Coastal Zone Management – John H. Chafee Map	
Louisiana 8-hour Ozone Nonattainment Areas Classification or Clearance – map	
Contamination and Toxic Substances – NEPAassist	
Explosive and Flammable Hazards – map	
Noise Abatement and Control – map	
Environmental Justice – map	
Louisiana Natural & Scenic Rivers System Clearance – map	
Lead Based Paint	
Inspection	
Analysis and Reporting	
Asbestos	
Evaluation	
Mitigation	
Termite	
Inspection	
Treatment	

8. **Statement of Assurances:** The Proposer must sign and submit a Statement of Assurances (see Attachment A).

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

I. Errors and Omissions in Proposal

The LHC reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

J. Changes, Addenda, Withdrawals

The LHC shall reserve the right to change the schedule of important dates and deadlines or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any will be posted at www.lhc.la.gov. It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

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 signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

L. Waiver of Administrative Informalities

The LHC shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

M. Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the LHC to award a contract. The LHC shall reserve the right to accept or reject, in whole or in part, all proposals submitted and/or cancel this RFP if it is determined to be in the best interest of the LHC.

N. Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the Louisiana Housing Corporation. Selection or rejection of a proposal shall not affect this right.

O. Cost of Offer Preparation

The LHC shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the LHC.

P. Written or Oral Discussion/Presentations

The LHC, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the Corporation's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Oral presentation will be evaluated in accordance with criteria in Section III(B). The scores from the oral presentations (if held) will be added to the proposer's previous scores. The cost effectiveness portion of the grade will remain the same for the oral grades as it was for the written proposals. The LHC reserves the right to award the contract on the basis of the original offers.

Q. 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 from further consideration.

R. Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the LHC, which will determine the proposal most advantageous to the LHC, taking into consideration price and other evaluation factors set forth in the RFP.

S. Contract Award and Execution

The LHC shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The LHC shall reserve the right to contract for all or a partial list of services offered in the proposal.

The selected Proposer shall be expected to enter into a contract that contains substantially similar contract terms and provisions as set forth in this document. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, the Corporation may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

T. Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation based on the basis of the responsive and responsible proposer(s) with the highest score(s).

The Corporation reserves the right to make multiple awards.

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

U. 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 response 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 response 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 response, 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 response. 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.

V. Certification of OMB A-133 Compliance

Proposers must provide certification that they are not suspended or debarred from conducting business with government agencies. By signing and submitting any proposal for one hundred thousand dollars (\$100,000) or more, the Proposer certifies that the represented company, as well as any subcontractors or principals, are not suspended or debarred by the General Services Administration ("GSA") in accordance with the requirements in OMB Circular A-133.

W. Code of Ethics

Respondents 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.

X. Disqualification

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

II. Scope of Services

The LHC seeks individuals qualified to conduct HUD regulated environmental services for the properties selected for participation in the Homeowner Rehabilitation Program (“HRP”), a program administered by the Corporation through a cooperative endeavor agreement with the State of Louisiana Office of Community Development Disaster Recovery Unit (“OCD-DRU”). The program utilizes CDBG-DR funds to assist low-to-moderate income owner-occupant households living in hurricane-affected parishes that continue to have a gap in financial means due to the resource limitations, living in homes that are in a substandard condition and/or in violation of code requirements

The Contractor will provide the Corporation with information to support HUD environmental assessment, statutory, and compliance checklists compiled for the Corporation to determine environmental clearances for each property in the Program. Additionally, the Contractor may be called upon to conduct Phase I and II assessments, lead-based paint investigation and reporting, termite investigation and treatment, and asbestos evaluation and mitigation on those properties as deemed appropriate. The work performed by the Contractor will be subject to the supervision of Corporation’s Environmental Manager, or other designee of the Corporation’s Executive Director.

- A. The Contractor will perform the following activities as they relate to the environmental clearance of properties identified for participation in the HRP:
 - 1. Certification of Categorical Exclusion not subject to 24 CFR Part 58.5;
 - 2. Certification of Categorical Exclusion subject to 24 CFR Part 58.5;
 - 3. Environmental Assessment without further consultation under 24 CFR Part 58.36;
 - 4. Environmental Assessment with further consultation under 24 CFR Part 58.36; and
 - 5. Compliance with 24 CFR Parts 58.5 and 58.6 Laws and Authorities
- B. Work for specific tasks for properties requiring Environmental Clearance Reviews will be initiated and performed through Work Orders, which will conform to a form and content to be provided by LHC. One or more Work Orders will be issued by the LHC to the Contractor for each environmental clearance to be performed. Multiple properties for environmental clearance may be listed on a single Work Order.
- C. Work involving an exempted clearance and any other special studies required for a specific property will be initiated through specification in a Work Order.
- D. For each environmental review to be performed, LHC will prepare and transmit to the Contractor a Work Order which will include the address(es), proposed recovery plan and anticipated level of clearance required.

- E. The Contractor shall review each Work Order issued by the LHC, ascertain the level of environmental clearance required, and request an amendment to the Work Order to reflect a change in the level of review, if necessary. After review and affirmation of any requested amendments to a Work Order by the LHC, the Contractor shall proceed with the preparation of the environmental review.
- F. The Contractor shall coordinate with the LHC to determine any and all additional consultations, permits, etc., that may be required to complete the environmental review (i.e., clearance letters from State Historic Preservation Office, U.S. Army Corps of Engineers, Environmental Protection Agency, Natural Resources Conservation Service, U.S. Fish and Wildlife Service, Louisiana Department of Wildlife and Fisheries, etc.).
- G. Environmental reviews shall be completed and electronically submitted to the LHC unless otherwise specified in the Work Order. The Contractor shall provide proof of publication of all required public notices published in the official journal of the affected jurisdiction as required by 24 CFR Part 58.5.
- H. The Contractor shall advise the LHC if at any time the Contractor has evidence that an additional level of environmental clearance is necessary, or if additional assessments or studies are required to complete the environmental review, and shall request an amendment to the Work Order and await LHC approval before beginning any additional work or incurring any additional costs.
- I. For each Work Order indicating an environmental assessment where a site visit is needed, the Contractor's assigned field staff will visit the site, obtain a GPS location reading, and upload a picture(s) of the property along with all associated checklists to be completed regarding the site. Prior to and during the initial assessment, the field staff will be able to download from the GIS platform relevant available information. The Contractor will contact the appropriate public officials to obtain information to complete the required checklists as needed. The Contractor will provide all information and documentation necessary for LHC staff to submit public notices and the Notice of Finding of No Significant Impact ("NOFONSI") and Request for Release of Funds for publication in the required order and sequence set forth in the applicable regulations. Information obtained and reports developed during the review will be submitted electronically to the Corporation for reference. The need for environmental permits and compliance demonstrations or authorizations will be evaluated during the environmental assessment.

III. Evaluation

A. Evaluation of Proposals

All proposals will be reviewed to determine if they have met the requirements of this RFP. Those that meet the requirements will be deemed “responsive”, and will be evaluated by the evaluation team. Those responses that do not meet the requirements of the RFP will be deemed “non-responsive” and will be rejected.

The Corporation reserves the right to consider a proposal as “non-responsive” should it believe that the respondent will be unable to perform the services requested at the level required or within the program’s budgetary and/or time restrictions. The Corporation also reserves the right to negotiate with respondents to this RFP, if necessary, to refine or expand the statement of work, fee arrangements, or any other aspect of the services to be provided.

B. Criteria and Scoring

Proposals that pass the preliminary screening and mandatory requirements review and are deemed “responsive” as set forth in paragraph A, above, will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

CRITERIA	MAXIMUM SCORE
1. Company Background and Experience	15
2. Approach and Methodology	35
3. Staff Qualifications	15
4. Cost	25

The lowest maximum cost proposer will receive maximum number of points allowed for cost. Other proposers will receive points based on their percentage above the cost of the lowest proposal using the following formula:

$$(\text{Lowest proposed cost} / \text{Proposer } N \text{ cost}) \times \text{Total possible points} = \text{Proposer } N \text{ Score}$$

IV. Contract Requirements

A. Contract Award, Negotiations and Execution

Contracts will be awarded to the respondents whose responses are most responsive to the criteria outlined in Section II, Scope of Services. The formal announcement of the selected pool of vendors will occur on or about the date indicated in Section I(D), "Important Dates and Deadlines". The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective vendors selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the response as well as to negotiate fees and terms of the contract. Successful respondents will be expected to enter into a contract with the LHC, which will contain substantially similar terms and requirements as those set forth in this Section.

B. Term of Contract

The initial term of contract shall be for period of time not to exceed three (3) years from the effective date of the contract, and may be renewed, at the discretion of the Corporation. All responses should reflect services in anticipation of a maximum contract term.

C. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below. The respondent'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.

The selected respondent shall procure and maintain, as applicable, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees and/or subcontractors. General liability insurance shall name the Corporation/State of Louisiana as an additional insured, and evidence of this shall be provided to the Corporation upon initiation of a contract. Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Contractor must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. Contractor shall maintain limits no less than:

1. *Commercial General Liability:* One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
2. *Automobile Liability:* One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
3. *Workers Compensation and Employers Liability:* Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability

insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to Corporation.

4. *Errors and Omissions Insurance*: Contractor shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.
5. *Blanket Crime Insurance*: which includes Employee Dishonesty coverage, naming the Corporation as "Loss Payee"; and
6. *Fidelity Bond*: within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

D. Billing and Payment

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

E. 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.

F. Prohibited Activity

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

G. Warranties and Representations

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

1. All information contained in its response to the RFP remains current and correct, including all information regarding its credit standing, financial status, resources, insurance, and personnel;
2. It is in good standing as a corporation in the state of its incorporation, and it is qualified to do business in Louisiana, and will take all such action that may be necessary from time to time to remain in good standing and so qualified;
3. It is not in arrears with respect to the payment of any monies due and owing the State or any department or unit thereof, or any local governmental entity within the State, including but not limited to the payment of taxes and employee benefits, and that it shall take such action as from time to time may be necessary to 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; 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.

H. Assignment

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

I. Indemnification

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

J. Payment of Taxes

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

K. Audit

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

L. Non-Discrimination in Employment

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

M. Contingent Fee Prohibitions

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

N. 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.

Attachment A

STATEMENT OF ASSURANCES

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

1. It possesses the legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Sub-Recipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Sub-Recipient:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Sub-Recipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Sub-Recipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately-owned residential structure) designed,

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

10. It will comply with:

- a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Sub-Recipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Sub-Recipient, this assurance shall obligate the Applicant/Grantee/Sub-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
- b. Section 104 (b) (2) of Title VII of the Civil Rights Act of 1968 (42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

- f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 135), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.
12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (Plaquemine Parish) rental Rehabilitation Program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly

those with whom they have family, business, or other ties, in accordance with CDBG regulations.

14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Sub-recipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).

- c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding.
27. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
28. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
29. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
30. In relation to water quality, it will comply with:
- a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation’s water.
31. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
32. With regard to wildlife, it will comply with:
- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
 - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

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

Signature

Date

Printed Name: _____

Title: _____

Organization: _____