



Board of Directors

Agenda Item 7

Administrative Committee

Chairman Malcolm Young

March 12, 2014

Table of Contents

Agenda for March 12, 2014 Administrative Committee	AC.1
September 2013 Admin. Comm. Minutes	AC.2
Resolution for RFP to select Bond Counsel	AC.4
Resolution for RFP select Underwriters for Bond Program	AC.28
Resolution for RFP to select Contractor for Cost Allocation Plan	AC.51
Resolution for RFP to select Auditor for Combined Financial Statements	AC.73
Resolution declaring April as Fair Housing Month	AC.95



Louisiana Housing Corporation

March 5, 2014

ADMINISTRATIVE COMMITTEE MEETING

Agenda

Notice is hereby given of a regular meeting of the Administrative Committee to be held on **Wednesday, March 12, 2014 @ 11:00 A.M.**, Louisiana Housing Corporation Building, **Committee Room 1**, located at 2415 Quail Drive, Baton Rouge, Louisiana, by order of the Chairman.

1. Call to Order and Roll Call.
2. Approval of the **Minutes of the September 11, 2013 Committee Meeting.**
3. Resolution authorizing the LHC to release a **Request for Proposals ("RFP") to select qualified and experienced Bond Counsel for the Single Family Mortgage Revenue Bond Program;** and providing for other matters in connection therewith. Staff recommends approval.
4. Resolution authorizing the LHC to release a **Request for Proposals ("RFP") to select qualified and experienced Underwriters for the Single Family Mortgage Revenue Bond Program;** and providing for other matters in connection therewith. Staff recommends approval.
5. Resolution authorizing the LHC to release a **Request for Proposals ("RFP") to select a qualified and experienced Contractor to analyze LHC's cost structure and to prepare an updated Cost Allocation Plan;** and providing for other matters in connection therewith. Staff recommends approval.
6. Resolution authorizing the LHC to release a **Request for Proposals ("RFP") to select a qualified and experienced Auditor to audit the LHC's Combined Financial Statements;** and providing for other matters in connection therewith. Staff recommends approval.
7. Resolution recognizing and declaring the **month of April, 2014 as "Fair Housing Month";** and providing for other matters in connection therewith. Staff recommends approval.
8. Other Business.
9. Adjournment.

A handwritten signature in blue ink, appearing to read "Frederick Tombar, III".

Frederick Tombar, III
Executive Director

If you require special services or accommodations, please contact Board Coordinator and Secretary Barry E. Brooks at (225) 763 8773, or via email bbrooks@lhc.la.gov.

Pursuant to the provisions of LSA-R.S. 42:16, upon two-thirds vote of the members present, the Board of Directors of the Louisiana Housing Corporation may choose to enter executive session, and by this notice, the Board reserves its right to go into executive session, as provided by law.

Administrative Committee Meeting Minutes
Wednesday, September 11, 2013
2415 Quail Drive
Committee Room 1
Baton Rouge, LA 70808
10:00 a.m.

Committee Members Present

Chairman Malcolm Young
Dr. Daryl Burckel
Mayson H. Foster

Committee Members Absent

Treasurer John Kennedy
Ellen Lee

Board Members Present

Guy Williams
Willie Spears

Board Members Absent

Larry Ferdinand
Michael Airhart
Matthew Ritchie

Staff Present

Keith Cunningham
Christine Bratkowski
Terry Holden
Brad Sweazy
Collette Mathis
Rene' Landry
Selena Sims
Frederick Tombar, III
Jessica Guinn
Calvin Humble
Kevin Jackson
Todd Folse
Barry Brooks
Kevin Harvey
Janel Young

Others Present

Charlotte Bourgeois, LAAAP
Larry Hoss, Our Plan B
Randy Oliver, Our Plan B
Carliss Knesel, Whitney Bank
Pat Haughey, LHA
Willie Watson, MidSouth Bank

Minutes

Call to Order and Roll Call. The Administrative Committee Meeting was called to order by Chairman Malcolm Young at 10:03 a.m. The roll was called by Ms. Rebekah Ward and a quorum was established.

Approval of Minutes. On a motion by Dr. Daryl Burckel, which was seconded by Mr. Mayson Foster, the minutes of the August 14, 2013 meeting were approved without correction.

Action Items.

- ***A resolution adopting the LHC Strategic Plan for 2013-2016; and providing for other matters in connection therewith.***

Chairman Young introduced and explained the resolution. On behalf of the Board, Mr. Foster extended thanks to the Committee for their work on the Strategic Plan. Mr. Frederick Tombar, Executive Director, offered a point of clarification regarding the approval of the Operational Plan. On a motion by Mr. Willie Spears, seconded by Dr. Burckel, the motion to favorably recommend the resolution to the Full Board passed unanimously.

Adjournment. There being no further business to discuss, Chairman Young called for adjournment. The meeting adjourned at 10:07 a.m.

Committee Secretary, Rebekah Ward

LOUISIANA HOUSING CORPORATION

The following resolution was offered by Director _____ and seconded by

Director _____:

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Proposals (“RFP”) for Bond Counsel for the Single Family Mortgage Revenue Bond Program; and providing for other matters in connection therewith.

WHEREAS, the Louisiana Housing Corporation (“LHC” or “Corporation”) was created by and pursuant to the Louisiana Housing Corporation Act contained in Chapter 3-G of the Louisiana Revised Statutes of 1950, as amended (R.S. 40:600.86 through R.S. 40:600.111); and

WHEREAS, the LHC, as authorized by the State of Louisiana pursuant to R.S. 40:600.91(A), shall have the powers necessary or convenient to carry out and effectuate the purpose and provisions of the LHC Act, including to power to issue bonds from time to time, pursuant to La. R.S. 40:600.94; and

WHEREAS, there exists the need for Professional Services of Bond Counsel to be retained by the Corporation for the issuance of bonds and related duties associated therewith as directed by the Corporation’s staff and counsel.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Louisiana Housing Corporation, acting as the governing authority of said Corporation, that:

SECTION 1. The Louisiana Housing Corporation (“Corporation”) is hereby authorized to release a Request for Proposals (“RFP”) for Bond Counsel for the Single Family Mortgage Revenue Bond Program.

SECTION 2. The Chairman, Vice Chairman, Executive Director and/or Secretary of the Corporation are hereby authorized, empowered, and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

ABSTAIN:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 12th day of March, 2014.

Chairman

Secretary

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (“Board”), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on March 12, 2014 entitled, “A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Qualifications (“RFQ”) seeking proposals from Housing Counseling Agencies approved by the U.S. Department of Urban Housing and Development (“HUD”) to participate in the Homebuyer Education Counseling Program; and providing for other matters in connection therewith.”

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Louisiana Housing Corporation on this, the 12th day of March, 2014.

Secretary

DRAFT



REQUEST FOR PROPOSALS

For

Bond Counsel

DATE ISSUED:

MARCH 12, 2014

DEADLINE TO SUBMIT PROPOSALS:

APRIL 14, 2014

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Purpose

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from prequalified firms to provide bond counsel and related services to the Corporation. The Corporation seeks to hire one two bond counsel firms to operate as co-bond counsel and provide the desired services for a period of three (3) years.

B. RFP Coordinator

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

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

ATTN: E. Keith Cunningham, Jr.
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
email: kcunningham@lhc.la.gov

C. Procurement 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 above, while establishing a competitive environment to assure that each proposer is provided an equal opportunity to submit a proposal in response to this RFP. Proposals will be evaluated in accordance with the criteria set forth in Section IV of this RFP, which will be applied in the same manner to each proposal received.

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

D. Important Dates and Deadlines

RFP published and posted to LHC website	March 12, 2014
Deadline for submitting written inquiries	March 19, 2014 by 2:00 p.m. Central Time
Deadline for LHC to respond to written inquiries from proposers	March 26, 2014
Deadline for submitting proposals	April 14, 2014 by 4:00 p.m. Central Time
Formal announcement of selected proposer	April 28, 2014
Contract Execution	TBD

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

E. Proposer Inquiries

The Corporation will consider written inquiries from proposers regarding RFP requirements or Scope of Services. Inquiries will only be considered if they are submitted in writing to the 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 for which the Proposer is inquiring or seeking clarification. Any and all questions directed to the RFP Coordinator will be deemed to require an official response.

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

F. 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 regarding the selection process with staff of the LHC or member(s) of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification.

G. Changes to the RFP

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

H. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
2. **Corporation** – Louisiana Housing Corporation.
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

4. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I(B), above, **by no later than 4:00 p.m. Central Time on April 14, 2014.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified above. **Fax or e-mail submissions are not acceptable and will not be considered.**

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

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808
(225)763-8700
Attn: E. Keith Cunningham, Jr.
Re: Bond Counsel RFP

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

Proposal Name: **Bond Counsel RFP**
Proposal Submission Deadline: **April 14, 2014**

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

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFP. Three (3) additional copies of the Proposal should be provided for the evaluation team, as well as one (1) redacted copy, if applicable (see *Section II(I) - Proprietary Information* for details).

C. Required Signatures

The Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, such as:

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

3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

D. Corporate Requirements

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

E. Validity

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

F. Content

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. Failure to include these requirements in a proposal shall result in rejection of the proposal.

G. Clarity

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

H. Proposal Material Ownership

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

I. Proprietary Information

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

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information

disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

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

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 RFP Coordinator.

L. Errors and Omissions in Proposals

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

M. Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The Corporation reserves the right to accept or reject, in whole or in part, all proposals submitted and to cancel this announcement.

N. Cost of Proposal Preparation

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

O. Certification of 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 \$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.

P. 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 of the proposals submitted. A contract may, however, be awarded without such discussions.

Q. Code of Ethics

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

R. Disqualification

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.

S. Rights Reserved by LHC

LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all proposals. LHC will not disclose the status of negotiations until the LHC's Board of Directors has approved to award of a contract for services.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

III. SCOPE OF SERVICES

A. Introduction

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from prequalified firms to provide bond counsel and related services to the Corporation. The Corporation seeks to hire one (1) bond counsel firm to provide the desired services for a period of three (3) years.

B. Overview

The mission of the LHC to ensure that every Louisiana resident is granted an opportunity to obtain safe, affordable, energy efficient housing. Each day this ongoing challenge is met by a dedicated staff of professionals who allocate federal and state funds to help low-to-moderate income citizens make their housing dreams a reality. A key component in carrying out this vital mission is the continued ability of the Corporation to obtain favorable financing terms to fund its housing programs. For the Corporation to continue to support its programs and maintain its financial strength, the LHC requires the professional services of bond counsel on an ongoing basis.

Programmatically, the LHC expects to continue using the lendable proceeds of each issue of Single Family Mortgage Revenue Bonds (“MRB”) to fund a mix of:

- Low Rate Program Loans;
- Assisted Program Loans which provide the borrower with down payment and closing cost assistance payments equal to a percentage of the mortgage loan principal;
- HOME/MRB Program Loans which offer both a low interest rate and down payment/closing cost assistance in the range of 4.50% to 9.0% of the mortgage amount; and
- Special initiatives and other programs to promote homeownership to low to moderate income citizens of the State as approved and recommended by its staff and the Board of Directors.

It is the goal of the LHC to increase homeownership in rural areas of the State and areas adversely impacted from recent disasters through the creation of new and innovative programs. In order to most effectively in the use of its funds, the LHC desires to reduce and/or minimize negative arbitrage in its programs.

The financing objectives of the Corporation in the selection of bond counsel are:

1. Develop financing plans to optimize bonding resources and other funding opportunities to provide for uninterrupted homeownership program funding;
2. Minimize issuance costs and program expenses;
3. Maintain the AAA/Aaa ratings on the Corporation’s Housing Revenue Bonds;
4. Minimize interest costs and resulting mortgage rates throughout the life of the financing;

5. Continue availability of consulting and special services during the contract period to meet the Corporation's objectives;
6. Provide opinions related to the substitution or replacement of liquidity providers; and
7. Assist with the creation of a new indenture for the primary purpose of funding multifamily development.

All bond transactions undertaken during the contract period will be under the direction of the Corporation and the Financial Advisors to the Corporation. Any offerings are subject to approval by the Corporation's Board of Directors and the Louisiana State Bond Commission.

C. Tasks and Services

The firm engaged to perform bond counsel services will be working with the Corporation, underwriting firms, financial advisors and a trustee. The firm selected to perform bond counsel services will be responsible for duties which include but are not limited to:

1. Prepare the Trust Indenture relating to each series of bonds, which document may be in the form of a Series Supplement for bonds issued on a parity basis under a master indenture, or in the form of a separate, stand-alone "closed" indenture.
2. Prepare the applicable "Authorizing Resolutions" for consideration and adoption by the LHC Board to authorize the financing team to go forward with the implementation of a particular proposed bond transaction by taking such actions as, among others, (i) preparing and/or distributing the related Disclosure Document, (ii) preparing and/or distributing program documents to prospective program participants, (iii) approving certain program parameters, (iv) approving program participants, etc.
3. Prepare and submit the application to the State Bond Commission for approval of each LHC bond issues. Respond to inquiries from Bond Commission staff regarding pending applications. Attend each meeting of the Bond Commission to explain details of the proposed transaction and to respond to questions from the Commission members.
4. Review and comment on any documents prepared by other members of the Corporation's bond financing team relating to each bond issue, including, among others, the bond purchase agreement, program agreements, loan documents, regulatory agreements, disclosure document, disclosure agreement, investment agreement bid specifications and bid procedures, investment agreements, etc.
5. Prepare the Bond Resolution for consideration and adoption by the LHC Board to (i) authorize the execution of the bond purchase agreement relating to each series of bonds to be issued, (ii) authorize the execution of other documents required for closing, (iii) approve the final form of the related disclosure document, and (iv) generally authorize actions which must be taken incident to issuing the bonds.
6. Prepare the Index of Closing Documents to identify each legal opinion, certificate or other document required to be delivered and executed incident to issuing the bonds, as well as the individual or firm responsible for providing each such document.

7. Provide required Bond Counsel opinion relating to the tax-exempt status of LHC bonds under applicable State and federal Law, as well as legal opinions attesting to the valid issuance of bonds under applicable State law.
8. Service as the primary source of legal advice and assistance to the Corporation on matters of State law relating to the Corporation's bond financing activities generally, and in that capacity, represent the Corporation before the State Bond Commissions when requested.
9. Assemble all closing transcript items and arrange for preparation of bond transcripts for distribution to each member of the Corporation's bond financing team within 90-days following the applicable closing date.
10. Provide specialized legal advice regarding the IRS Code as it applies to the Corporation's bond financing activities and the Programs or projects funded with the proceeds of bonds (particularly with respect to the structure of proposed new issues of bonds, the integration of bond proceeds with Corporation funds, HOME funds, or other external funds, and the structure and operation of the new programs relating to such bonds).
11. Review the Bond/Mortgage Yield calculations for each new issue of bonds for the purpose of determining the extent to which such calculations may be relied upon in preparing the Arbitrage Certificate for such bonds.
12. Prepare the Arbitrage Certificate relating to each new issue of bonds and deliver such Certificate prior to closing.
13. Provide required tax opinions evidencing compliance of each new issue of bonds with applicable provision of the IRS Code, as well as the adequacy of Program documents and operating procedures/policies of the Corporation to reasonably assure compliance with such Code provisions.
14. Serve as the primary source of legal advice and assistance to the Corporation on matters of State and Federal securities laws and regulations, including particularly the mandatory disclosure standards promulgated by the SEC, as such laws and regulations relate to or affect the Corporation's bond financing activities.
15. Provide required legal opinions, in form and substance acceptable to other members of the Corporation's bond financing team, relating to the adequacy of disclosure of certain information in the applicable Disclosure Documents including the summary of the bond indenture and summaries of other documents prepared by Bond Counsel.
16. Provide other related services as may reasonably be requested by the Corporation from time to time to fulfill the objective of the Corporation's Single Family Home Ownership Program of:
 - a. Using the lendable proceeds of each issue of single family MRBs to fund a mix of (i) traditional Low Rate Program Loans with origination fees and discounts to the borrower in the range of 1.00-1.50%, (ii) Assisted Program Loans which have a higher rate, but which provide the borrower with down payment and closing cost assistance payments equal to 4% of mortgage loan principal, (iii) HOME-Assisted Program Loans which offer both a low interest rate and down payment/closing cost assistance in the range of 4.50%

to 9% of the mortgage amount and, (iv) taxable programs, special initiatives and other programs to promote homeownership to low to moderate income citizens of the State as approved and recommended by its staff and Board of Commissioners. LHC intends to continue funding in single family home ownership loan programs by issuing bonds rated 'Aaa' by Moody's or other national rating agencies, based on a pledge of program loan pools securitized by GNMA, FNMA or FHLMC.

- b. Also, with respect to any particular proposed series of bonds, LHC's objective is to structure the transaction in such a way as to maximize recovery of its up-front funding requirements (paid at closing) by the end of the MBS delivery/purchase period unless it is clearly demonstrated that, by leaving funds under the lien of the related trust indenture, there is a materially greater economic benefit to the LHC (as measured by the Net Present Value of future administrative fees, distributable cash and residuals versus up-front cash funding requirements).
- c. It is the goal of the Corporation to increase homeownership in rural areas of the State through the creation of new and innovative programs. In order to be the most effective in its use of funds, the Corporation desires to reduce and/or minimize negative arbitrage in its Programs.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IV. EVALUATION CRITERIA AND SELECTION PROCESS

A. Objective

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

B. Preliminary Review

Each proposal will be 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 eliminated from further consideration.

C. Evaluation Criteria

Proposals will be evaluated by the Review Panel based on the criteria detailed in this section. In preparing to submit a response, it is important for proposers to clearly demonstrate their expertise in the areas described in this RFP.

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

Evaluation Criteria	Weight
Relevant Experience of the Firm	50%
Relevant Experience and Qualifications of the Firm's Representatives	30%
Fee Proposal	20%
Total	100%

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the proposal, and if applicable, interviews and reference responses. LHC serves the right to request additional information or documentation from the firm regarding its proposal, personnel, financial viability, or other items in order to complete the selection process. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be identified as such and included in a separate section of the proposal.

D. Evaluation Process

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

E. Oral Presentations

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

F. Final Scoring

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

G. Final Selection

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

V. PROPOSAL CONTENT AND FORMAT

A. Executive Summary

This section should include a summary of the proposer's qualifications and ability to meet the overall requirements of the RFP. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work.

It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

B. Evaluation Criteria

1. Relevant Experience of the Firm (50%)

- a. Provide a discussion of relevant bond counsel or underwriter's counsel experience of the firm in the area of mortgage revenue bond financing. Provide specific examples of transactions involving single family MRBs (both new money and replacement refundings) issued under a general resolution that your firm has been involved with.
- b. Louisiana Bond Counsel Experience. Summarize the firm's experience as Bond Counsel for all types of municipal bonds issued by the State of Louisiana and political subdivisions in Louisiana during the previous 4-year period, beginning in January 2010. Include: Date of Issue, Name of Issuer, Issue Description, Amount of Issue and your firm's role in the transaction. Specifically as it pertains to Louisiana, address any innovative ideas or strategies that demonstrates the firm's understanding and ability to address the unique problems associated with promoting affordable housing in the State.
- c. Strategies for Underserved Markets, Diversity and Economic Development. Describe and discuss strategies whereby LHC may increase the production of new or rehabilitated affordable housing in, including but not limited to: rural or less-urbanized markets, economically distressed areas of the state, minorities, women, persons with disabilities and areas identified as needing economic development and/or characterized by low to median incomes and relatively high incidence of substandard housing. Describe the firm's experience in successfully implementing any of these strategies, providing references where appropriate.

2. Relevant Experience and Qualifications of Representatives of the Firm (30%)

- a. Provide a discussion of the experience, qualifications, and availability of the firm's representatives who would work on the Corporation's issues. Provide the names and résumés of all individuals who would be assigned to work with the Corporation and identify the lead counsel. Additionally, provide a statement as to the availability and willingness of the firm to perform analyses and prepare opinions concerning tax-related and/or bond resolution matters on a timely basis during the contract period which may

not be directly related to the debt issuance process. Please note that any changes to lead counsel must be approved by the Corporation.

- b. Provide three (3) specific references each for the firm's and lead counsel's experience with similar issuers. Include names, addresses and telephone numbers.

3. Fee Proposals (20%)

The fee proposal must provide the basic fee structure and indicate the hourly rates of the various staff members for each of the services described above. The fee 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.

C. Disclosures

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VI. CONTRACT TERMS AND REQUIREMENTS

A. Contract Award, Negotiations, and Execution

The contract will be awarded to the Proposer whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected consultant will occur on or about the date indicated in the Important Dates and Deadlines, Section I(C). Negotiations may begin with the announcement of the successful Proposer.

The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective consultant selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the proposal as well as to negotiate fees and terms of the contract.

The successful Proposer 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. The RFP and proposal of the selected consultant will become part of any contract initiated by the LHC. **In no event is a consultant to submit its own standard contract's terms and conditions as a response to this RFP.**

If the contract negotiation period exceeds forty-five (45) 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. Term of Contract

The initial term of contract shall be for a three (3) year period of time from the effective date of the contract, and may be renewed, at the discretion of the Corporation. All proposals 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 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.

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

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

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. Use of Subcontractors

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

G. 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.

H. Warranties and Representations

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

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

I. 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.

J. 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.

K. 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.

L. Audit

The Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agency 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.

M. 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.

N. Contingent Fee Prohibition

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

paid hereunder, or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration paid for such solicitation or lobbying effort.

O. 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.

LOUISIANA HOUSING CORPORATION

The following resolution was offered by Director _____ and seconded by

Director _____:

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Proposals (“RFP”) seeking proposals from qualified investment banking firms who desire to serve Bond Underwriters; and providing for other matters in connection therewith.

WHEREAS, the Louisiana Housing Corporation (“LHC” or “Corporation”) was created by and pursuant to the Louisiana Housing Corporation Act contained in Chapter 3-G of the Louisiana Revised Statutes of 1950, as amended (R.S. 40:600.86 through R.S. 40:600.111); and

WHEREAS, the LHC, as authorized by the State of Louisiana pursuant to R.S. 40:600.91(A), shall have the powers necessary or convenient to carry out and effectuate the purpose and provisions of the LHC Act; and

WHEREAS, the Corporation has been directed to act on behalf of the State of Louisiana in allocating and administering programs and/or resources made available pursuant to the Single Family Mortgage Revenue Bond Program; and

WHEREAS, the Corporation recognized the need for investment banking firms to serve as Bond Underwriters in the implementation of its Single Family Mortgage Revenue Bond Program and to assist as a member of the Corporation’s Single Family Finance Team.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Louisiana Housing Corporation, acting as the governing authority of said Corporation, that:

SECTION 1. The Louisiana Housing Corporation (“Corporation”) is hereby authorized to release a Request for Proposals (“RFP”) for Bond Underwriters.

SECTION 2. The Chairman, Vice Chairman, Executive Director and/or Secretary of the Corporation are hereby authorized, empowered, and directed to execute any forms and/or

documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

ABSTAIN:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 12th day of March, 2014.

Chairman

Secretary

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (“Board”), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on March 12, 2014 entitled, “A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Proposals (“RFP”) seeking proposals from qualified investment banking firms who desire to serve Bond Underwriters; and providing for other matters in connection therewith.”

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Louisiana Housing Corporation on this, the 12th day of March, 2014.

Secretary

DRAFT



REQUEST FOR PROPOSALS

For

**Bond Underwriters for the
Single Family Mortgage Revenue
Bond Program**

DATE ISSUED:

MARCH 12, 2014

DEADLINE TO SUBMIT PROPOSALS:

APRIL 11, 2014

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Purpose

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from qualified investment banking firms interested in serving as a member of its Single Family Finance Team for the Single Family Mortgage Revenue Bond Program (the “Program”). It is the current intention of the Corporation to assemble and engage a maximum of three firms who will structure and market successive issues of bonds to fund the Corporation’s Program for a period of three (3) years.

B. RFP Coordinator

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

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

ATTN: René Landry
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
email: rlandry@lhc.la.gov

C. Procurement 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 above, while establishing a competitive environment to assure that each proposer is provided an equal opportunity to submit a proposal in response to this RFP. Proposals will be evaluated in accordance with the criteria set forth in Section IV of this RFP, which will be applied in the same manner to each proposal received.

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

D. Important Dates and Deadlines

RFP published and posted to LHC website	March 12, 2014
Deadline for submitting written inquiries	March 19, 2014 by 2:00 p.m. Central Time
Deadline for LHC to respond to written inquiries from proposers	March 26, 2014
Deadline for submitting proposals	April 11, 2014 by 4:00 p.m. Central Time
Formal announcement of selected proposer	April 25, 2014
Contract Execution	TBD

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

E. Proposer Inquiries

The Corporation will consider written inquiries from proposers regarding RFP requirements or Scope of Services. Inquiries will only be considered if they are submitted in writing to the 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 for which the Proposer is inquiring or seeking clarification. Any and all questions directed to the RFP Coordinator will be deemed to require an official response.

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

F. 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 regarding the selection process with staff of the LHC or member(s) of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification.

G. Changes to the RFP

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

H. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
2. **Corporation** – Louisiana Housing Corporation.
3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

4. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I(B), above, **by no later than 4:00 p.m. Central Time on April 11, 2014.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified above. **Fax or e-mail submissions are not acceptable and will not be considered.**

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

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808
(225)763-8700
Attn: René Landry
Re: Bond Underwriters RFP

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

Proposal Name: Bond Writers RFP
Proposal Submission Deadline: April 11, 2014

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

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFP. Three (3) additional copies of the Proposal should be provided for the evaluation team, as well as one (1) redacted copy, if applicable (see *Section II(I) - Proprietary Information* for details).

C. Required Signatures

The Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, such as:

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

3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

D. Corporate Requirements

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

E. Validity

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

F. Content

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. Failure to include these requirements in a proposal shall result in rejection of the proposal.

G. Clarity

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

H. Proposal Material Ownership

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

I. Proprietary Information

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

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information

disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

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

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 RFP Coordinator.

L. Errors and Omissions in Proposals

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

M. Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The Corporation reserves the right to accept or reject, in whole or in part, all proposals submitted and to cancel this announcement.

N. Cost of Proposal Preparation

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

O. Certification of 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 \$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.

P. 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 of the proposals submitted. A contract may, however, be awarded without such discussions.

Q. Code of Ethics

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

R. Disqualification

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.

S. Rights Reserved by LHC

LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all proposals. LHC will not disclose the status of negotiations until the LHC's Board of Directors has approved to award of a contract for services.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

III. SCOPE OF SERVICES

A. Introduction

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from qualified investment banking firms interested in serving as a member of its Single Family Finance Team for the Single Family Mortgage Revenue Bond Program (the “Program”). It is the current intention of the Corporation to assemble and engage one or more firms who will structure and market successive issues of bonds to fund the Corporation’s Program for a period of three (3) years.

B. Overview

The mission of the LHC to ensure that every Louisiana resident is granted an opportunity to obtain safe, affordable, energy efficient housing. Each day this ongoing challenge is met by a dedicated staff of professionals who allocate federal and state funds to help low-to-moderate income citizens make their housing dreams a reality. A key component in carrying out this vital mission is the continued ability of the Corporation to obtain favorable financing terms to fund its housing programs. For the Corporation to continue to support its programs and maintain its financial strength, the LHC requires the professional services of bond underwriters on an ongoing basis.

Programmatically, the LHC expects to continue using the lendable proceeds of each issue of Single Family Mortgage Revenue Bonds (“MRB”) to fund a mix of:

- Low Rate Program Loans;
- Assisted Program Loans which provide the borrower with down payment and closing cost assistance payments equal to a percentage of the mortgage loan principal;
- HOME/MRB Program Loans which offer both a low interest rate and down payment/closing cost assistance in the range of 4.50% to 9.0% of the mortgage amount; and
- Special initiatives and other programs to promote homeownership to low to moderate income citizens of the State as approved and recommended by its staff and the Board of Directors.

It is the goal of the LHC to increase homeownership in rural areas of the State and areas adversely impacted from recent disasters through the creation of new and innovative programs. In order to most effectively in the use of its funds, the LHC desires to reduce and/or minimize negative arbitrage in its programs.

C. Tasks and Services

The Bond Underwriter will be expected to perform all of the normal duties associated with the underwriting and sale of bonds in a negotiated mode, including, but not limited to:

1. Structure the bond issues, coordinating with counsel and the LHC;
2. Advise the Corporation concerning market conditions and the timing of the sale;

3. Obtain an underwriter's counsel (subject to the approval of the LHC);
4. Prepare supplemental documents related to each bond issue. This will include, but not be limited to, a detailed cost of issuance at closing, a detailed interpretation of the application of the bond call provisions in the Series Resolution if requested by the Corporation, and an analysis of each bond issue which compares it with similar bonds sold within the same time frame;
5. Develop a sale strategy and marketing plan;
6. Coordinate information with selling group members and financial advisor;
7. Conduct pre-sale briefings and information sessions;
8. Conduct the bond sale including "running the books" and, if necessary, underwriting;
9. Prepare a summary analysis of the bond sale;
10. Coordinate brokerage of guaranteed investment contract providers and official statement printers;
11. Review, comment and assist in the refinement of the single-family loan program and the financing plan for the loan program;
12. Cooperate with the LHC and its engaged professionals in the calculation of arbitrage rebate and in solving any problems connected with any bond issue in the Single Family program on an as-needed basis;
13. Run consolidated cash flows for all open single family indentures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IV. EVALUATION CRITERIA AND SELECTION PROCESS

A. Objective

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

B. Preliminary Review

Each proposal will be 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 eliminated from further consideration.

C. Evaluation Criteria

Proposals will be evaluated by the Review Panel based on the criteria detailed in this section. In preparing to submit a response, it is important for proposers to clearly demonstrate their expertise in the areas described in this RFP.

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

Evaluation Criteria	Points
Investment Firm Overview, Staffing, and Account Coverage	20
Louisiana Underwriting Experience	20
Single Family MRB Experience and Innovative Products	20
Strategies for Underserved Markets and Economic Development	20
Firm's Commitment to Louisiana's Economy and Residents	15
Technological Capabilities	15
Special Capabilities	15
Presence in the State of Louisiana	15
Proposed Fees and Expenses	10
Total	150

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in

the proposal, and if applicable, interviews and reference responses. LHC serves the right to request additional information or documentation from the firm regarding its proposal, personnel, financial viability, or other items in order to complete the selection process. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be identified as such and included in a separate section of the proposal.

D. Evaluation Process

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

E. Oral Presentations

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

F. Final Scoring

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

G. Final Selection

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

V. PROPOSAL CONTENT AND FORMAT

A. Executive Summary

This section should include a summary of the proposer's qualifications and ability to meet the overall requirements of the RFP. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work.

It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

B. Proposal

The proposal should contain sufficient information to enable the Review Panel to evaluate the proposal. It should be prepared in a clear and concise manner and should address each of the following subsections. **Complete proposal responses should be limited to no more than twenty-five (25) pages.**

1. Investment Firm Overview, Staffing, and Account Coverage (20 Points)

- a. Provide the name, Louisiana office location, and contact information of the primary contact person regarding your investment banking firm's proposal.
- b. Include information as to your firm's experience with single family mortgage revenue bonds, municipal bond underwriting operation, such as underwriters, support staff, fixed income trading desk, secondary market support and taxable issue capabilities.
- c. Identify the individual who will manage this financing on a day-to-day basis. Indicate the degree to which he or she will be able to commit the firm's resources to LHC. Describe this individual's experience in managing interest rate subsidy and running consolidated cash flows.
- d. Provide your firm's total capital, net capital and the amount by which your net capital exceeded your minimum net capital requirements as of the most recent date that such information is available. Include, as an exhibit, your most recently available audited financial statements.

2. Louisiana Underwriting Experience (20 Points)

- a. Summarize your firm's experience as Underwriter for all types of municipal bonds issued by the State of Louisiana and political subdivisions in Louisiana during the previous three (3) year period, beginning January 2011.
- b. Indicate experience with single family MRBs (both new money and refunding issues) for which your firm participated as either Senior Manager ("SM"), Co-Manager ("CO") or Placement Agent ("PA"). Include date of issue, name of issuer, issue description, amount of issue and your firm's role in the transaction.

- c. Specifically as it pertains to Louisiana, address any innovative ideas or strategies that demonstrate your firm's understanding and ability to address the unique problems associated with promoting affordable housing in the State.

3. Single Family MRB Experience (20 Points)

- a. Include all state housing agencies where your firm has served as Underwriter.
- b. Include Date of Issue, Name of Issuer, Issue Description, Amount of Issue and your firm's role in the transaction (i.e., SM, CO, or PA).
- c. Describe any innovative services, bond structure or programs your firm has introduced or developed as senior managing underwriter on single family housing bond issues since January 2011. Also include in your description any unique or innovative marketing strategies your firm uses in your bond distribution system.
- d. Provide references for the issuer(s) involved in these transactions or programs.

4. Strategies for Underserved Markets and Economic Development (20 Points)

- a. Describe and discuss strategies whereby LHC may increase the production of new or rehabilitated affordable housing in, including, but not limited to, rural or less-urbanized markets, economically distressed areas of the state and areas identified as needing economic development and/or characterized by low-to-moderate area median incomes and relatively high incidences of substandard housing.
- b. Describe your firm's experience in successfully implementing any of these strategies, providing references where appropriate.

5. Firm's Commitment to Louisiana's Economy and Residents (15 Points)

Describe and discuss whether your firm's Louisiana office or offices have any special qualifications that could assist the LHC in its efforts to serve low-to-moderate income individuals and families in Louisiana.

6. Technological Capabilities (15 Points)

Describe the capabilities and experience of your firm in providing all of the computer cash flow analyses required by the rating agencies (both on a single series, stand-alone basis and on a consolidated basis for all parity bonds outstanding under a master indenture) and the bond/mortgage yield computations required by bond counsel.

7. Special Capabilities (15 Points)

Describe any special strengths or capabilities of your firm or any special services or assistance your firm may provide to LHC which you believe may be relevant to or helpful to the LHC in structuring, financing, or administering its various affordable housing initiatives, including but not limited to its Single Family Program.

8. Presence in the State of Louisiana (15 Points)

Describe the extent of your firm's presence in Louisiana in terms of physical locations and economic benefit to the State.

9. Proposed Fees and Expenses (10 Points)

- a. Provide your proposed fee structure for serving as book running manager for a \$25 million new issue of long term bonds and for a \$25 million new issue of COBs.
- b. For each type of transaction, state each of the four fee components separately:
 - i. Management Fee (based on assumption that book running senior manager will receive 40%)
 - ii. Underwriting/Risk Fee
 - iii. Takedown/Selling Fee
 - iv. Expense Allowance (not including underwriter's counsel).

C. Disclosure

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VI. CONTRACT TERMS AND REQUIREMENTS

A. Contract Award, Negotiations, and Execution

The contract will be awarded to the Proposer whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected underwriters will occur on or about the date indicated in the Important Dates and Deadlines, Section I(C). Negotiations may begin with the announcement of the successful Proposer.

The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective consultant selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the proposal as well as to negotiate fees and terms of the contract.

The successful Proposer 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. The RFP and proposal of the selected consultant will become part of any contract initiated by the LHC. **In no event is a consultant to submit its own standard contract's terms and conditions as a response to this RFP.**

If the contract negotiation period exceeds forty-five (45) 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. Term of Contract

The initial term of contract shall be for a three (3) year period of time from the effective date of the contract, and may be renewed, at the discretion of the Corporation. All proposals 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 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.

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

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

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. Use of Subcontractors

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

G. 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.

H. Warranties and Representations

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

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

I. 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.

J. 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.

K. 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.

L. Audit

The Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agency 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.

M. 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.

N. Contingent Fee Prohibition

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

paid hereunder, or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration paid for such solicitation or lobbying effort.

O. 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.

DRAFT

LOUISIANA HOUSING CORPORATION

The following resolution was offered by Director _____ and seconded by

Director _____:

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Proposals (“RFP”) seeking proposals from qualified firms who desire to serve as contractor to provide analysis of the Corporation’s cost structure, resulting in an updated formal Cost Allocation Plan; and providing for other matters in connection therewith.

WHEREAS, the Louisiana Housing Corporation (“LHC” or “Corporation”) was created by and pursuant to the Louisiana Housing Corporation Act contained in Chapter 3-G of the Louisiana Revised Statutes of 1950, as amended (R.S. 40:600.86 through R.S. 40:600.111); and

WHEREAS, the LHC, as authorized by the State of Louisiana pursuant to R.S. 40:600.91(A), shall have the powers necessary or convenient to carry out and effectuate the purpose and provisions of the LHC Act; and

WHEREAS, the Corporation has been directed to act on behalf of the State of Louisiana in allocating and administering programs and/or resources made available pursuant to providing affordable housing; and

WHEREAS, the Corporation recognized the need for a firm to serve as a contractor to analyze and optimize the cost structure of the Corporation, along with preparing an updated Cost Allocation Plan to be used for cost recovery from the various funding sources used by the Corporation.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Louisiana Housing Corporation, acting as the governing authority of said Corporation, that:

SECTION 1. The Louisiana Housing Corporation (“Corporation”) is hereby authorized to release a Request for Proposals (“RFP”) for a contractor to provide analysis of the Corporation’s cost structure, resulting in an updated formal Cost Allocation Plan.

SECTION 2. The Chairman, Vice Chairman, Executive Director and/or Secretary of the Corporation are hereby authorized, empowered, and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

ABSTAIN:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 12th day of March, 2014.

Chairman

Secretary

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (“Board”), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on March 12, 2014 entitled, “A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Proposals (“RFP”) seeking proposals from qualified firms who desire to serve as contractor to provide analysis of the Corporation’s cost structure, resulting in an updated formal Cost Allocation Plan; and providing for other matters in connection therewith.”

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Louisiana Housing Corporation on this, the 12th day of March, 2014.

Secretary

DRAFT



REQUEST FOR PROPOSALS

For

**COST STRUCTURE ANALYSIS AND
COST ALLOCATION PLAN**

DATE ISSUED:	MARCH 12, 2014
DEADLINE TO SUBMIT PROPOSALS:	APRIL 2, 2014

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Purpose

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from contractors to provide an analysis of the Corporation’s cost structure and prepare an updated cost allocation plan.

B. RFP Coordinator

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

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

ATTN: René Landry
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
email: rlandry@lhc.la.gov

C. Procurement 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 above, 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 evaluated in accordance with the criteria set forth in Section IV of this RFP, which will be applied in the same manner to each proposal received.

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

D. Important Dates and Deadlines

RFP published and posted to LHC website	March 12, 2014
Pre-submittal Conference	March 19, 2014 at 2:00 p.m.
Deadline for submitting written inquiries	March 21, 2014 at 2:00 p.m.
Deadline for LHC to respond to written inquiries from proposers	March 26, 2014
Deadline for submitting proposals	April 2, 2014 by 4:00 p.m. CT
Formal announcement of selected proposer	April 18, 2014
Contract Execution	April 30, 2014

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

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

F. 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 regarding the selection process with staff of the LHC or member(s) of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification.

G. Changes to the RFP

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

H. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
2. **Corporation** – Louisiana Housing Corporation.

3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
4. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I(B), above, **by no later than 4:00 p.m. CT on April 2, 2014.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified above. **Fax or e-mail submissions are not acceptable and will not be considered.**

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

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808
(225)763-8700
Attn: René Landry
Re: Cost Allocation Plan RFP

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

Proposal Name: Cost Structure Analysis and Cost Allocation Plan
Proposal Submission Deadline: April 2, 2014

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

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFP. Three (3) additional copies of the Proposal should be provided for the evaluation team, as well as one (1) redacted copy, if applicable (see *Section II(I) - Proprietary Information* for details).

C. Required Signatures

The Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, such as:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State;

2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

D. Corporate Requirements

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

E. Validity

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

F. Content

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. Failure to include these requirements in a proposal shall result in rejection of the proposal.

G. Clarity

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

H. Proposal Material Ownership

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

I. Proprietary Information

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

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

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

J. Changes to Proposals

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

K. Withdrawal of Proposal

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

L. Errors and Omissions in Proposals

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

M. Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The Corporation reserves the right to accept or reject, in whole or in part, all proposals submitted and to cancel this announcement.

N. Cost of Proposal Preparation

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

O. Certification of 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 \$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.

P. 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 of the proposals submitted. A contract may, however, be awarded without such discussions.

Q. Code of Ethics

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

R. Disqualification

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.

S. Rights Reserved by LHC

LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all proposals. LHC will not disclose the status of negotiations until the LHC's Board of Directors has approved to award of a contract for services.

III. SCOPE OF SERVICES

A. Introduction

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from contractors to provide an analysis of the Corporation’s cost structure and prepare an updated cost allocation plan.

B. Overview

The administration of federal grants and contracts usually requires the expenditure of resources of various departments within the Louisiana Housing Corporation (LHC). The Federal Office of Management and Budget (OMB) Circular A-87 and related guidance, updates and rules on uniform administrative requirements, cost principles, and audit requirements for federal awards are issued to meet an expressed need for a more uniform approach to the problem of determining costs of federally aided programs. The OMB provides principles and standards for determining both direct and indirect costs applicable to federal grants and contracts.

The charging of joint or common costs against federal grants and contracts requires the prior preparation of cost allocation plans. The Louisiana Housing Finance Agency (LHFA), predecessor to LHC, last completed a cost allocation plan in 2001. Concomitant with that plan was a financial model that allowed for adjustments to the plan as internal dynamics of the Agency changed. However, the plan did not account for changes/updates by OMB or other changes to the federal grants and contracts through the years. As such, it is necessary to update the Agency’s cost allocation plan to reflect current Federal guidelines.

C. Tasks and Services

The Contractor selected will ensure that administrative costs incurred on behalf of the federal programs operated by the LHC are recovered to the maximum extent possible under current guidelines. This will require adequate documentation of these costs, justification of their benefit to federal programs, accumulation of administrative overhead, and optimal allocation to programs served. Furthermore, designated personnel should be instructed in the use and application of the plan.

These objectives will be attained by engaging an experienced firm to perform the following services:

1. Develop and prepare detailed federal cost allocation plans and indirect cost proposals for LHC in accordance with OMB publications, updates, and rules, based on actual financial information for each grant program, using data from FY 2012-13.
2. Develop and prepare detailed full overhead indirect cost allocation plans for internal use by LHC. The plans must be based on actual expenditures for the year ended June 30, 2013.
3. Develop and prepare “maintenance-in-lieu-of-rent” analyses on a full overhead cost basis. These analyses are required to develop and present, separate from and in addition to the cost allocation plans, the per square foot full occupancy cost attributable to LHC facilities.

4. Review the LHC's data collection worksheets, allocation bases, indirect cost pools, and methods of distributing costs for appropriateness, and to identify alternative methodologies which may favorably impact indirect cost recoveries. Where feasible, identify charges that are currently considered indirect costs that would more appropriately be designated as direct costs.
5. Develop an Excel-based cost allocation plan model and instruct designated LHC personnel in the specifics of the model, including, but not limited to, indirect costing, including cost analysis and cost flow structuring, statistical collection and development techniques, interviewing, plan summarization and organization, theory of computation and plan implementation. Identify available data which can be effectively incorporated into the plans and determine opportunities for simplifying data collection activities for future plans.
6. Analyze current and proposed federally funded programs operated by LHC, the contribution of central services to their operation, and the existing and potential recovery of indirect costs.
7. Identify opportunities to back claim indirect costs on grants that remain open.
8. Identify opportunities to utilize full overhead costs for internal management and budgetary purposes, internal charging for full overhead cost-based direct billing, and as a foundation for user charge determination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IV. EVALUATION CRITERIA AND SELECTION PROCESS

A. Objective

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

B. Preliminary Review

Each proposal will be 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 eliminated from further consideration.

C. Evaluation Criteria

Proposals will be evaluated by the Review Panel based on the criteria detailed in this section. In preparing to submit a response, it is important for proposers to clearly demonstrate their expertise in the areas described in this RFP.

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

1. An overview of your firm's experience in providing the services set forth herein;
2. A detailed description of the firm's plan and approach to providing the services, including of how the work would be organized, managed, and implemented, with a clear definition of all milestones, deliverables and timelines.
3. Your qualifications, including specific experience with Housing Finance Agencies, financial institutions, (such as investment banks, ratings agencies, government sponsored enterprises, mortgage bankers and real estate developers) governmental agencies and not-for-profit entities;
4. Biographical sketches of the principal(s) and staff who would be assigned to this activity;
5. A list of client references;
6. Proof of liability insurance and amount;
7. A statement attesting that all information provided in your proposal to the LHC is true and accurate to the best of your knowledge;
8. Any guarantees offered by your firm;

9. Under separate cover, provide the proposed fee schedule, payment provisions requested and estimated expenses;

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the proposal, and if applicable, interviews and reference responses. LHC serves the right to request additional information or documentation from the firm regarding its proposal, personnel, financial viability, or other items in order to complete the selection process. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be identified as such and included in a separate section of the proposal.

The following Qualification Criteria with a point system of relative important with an aggregate total of **one hundred twenty (120)** points will be utilized to evaluate the qualifications of each proposer.

1. Proposer Qualifications and Staffing	40 Points
2. Technical Approach	60 Points
3. Cost Proposal	<u>20 Points</u>
Total	120 Points

D. Evaluation Process

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

E. Oral Presentations

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

F. Final Scoring

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

G. Final Selection

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

V. PROPOSAL CONTENT AND FORMAT

A. Executive Summary

This section should include a summary of the proposer's qualifications and ability to meet the overall requirements of the RFP. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work.

It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

B. Firm Experience, Qualification, and Proposed Staff

1. ***Place of Incorporation or Formation and Years of Experience.*** The proposer must provide the organizations' date and state of incorporation or formation, years in business, and years of experience (not the individual employees' or managers' experience) providing the services requested herein.
2. ***Qualifications and References.*** The proposer must describe the organization's qualifications and experiences that demonstrate its capacity to provide the services requested herein. Provide a list of three (3) references, identifying a lead contact with a telephone number, who may be contacted regarding the firm's abilities, integrity, and professional. Governmental contracts from 2009 through present, as well as any other information that would demonstrate the firm's understanding and experience in providing the above named services, should be provided as well.
3. ***Organization of Firm/Department and Professional Staff.*** Detailed information must be provided about the experience and qualifications of the staff who will be assigned to act for the firm in providing services to the LHC as well as the functions to be performed by each. Full resumes of each person, including names, positions, education, and experience should be included. Identify and describe fully all family or business relationships any employee or manager of the firm may have or has had with employees or elected officials of the State or local governmental entities in Louisiana.
4. ***Disclosures***
 - a. Detail any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against your organization (provide attachment if necessary). Also, describe any civil litigation pending or concluded within the last three years against your organization that would impair your ability to provide the requested services (provide attachments if necessary).

- b. Disclose any potential conflicts of interest with representing the Corporation in this matter, including any potential conflicts of interest of employees assigned to this project and potential conflicts with any of the Corporation's board members. The Corporation reserves the unqualified right to disqualify an entity or cancel any contract for any potential conflict of interest issues raised initially and/or during the life of any contract awarded.

C. Technical Approach

This section must summarize the firm's plan and approach to providing the services, including a statement of how the work would be organized, managed, and implemented, and a timetable, if appropriate.

The proposer must indicate how the quality and availability of personnel assigned to this work would be maintained over the term of the contract.

D. Cost Proposal

The cost proposal must provide the basic fee structure and indicate the hourly rates of the various staff members for each of the services described in Sections III. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VI. CONTRACT TERMS AND REQUIREMENTS

A. Contract Award, Negotiations, and Execution

The contract will be awarded to the Proposer whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected consultant will occur on or about the date indicated in the Important Dates and Deadlines, Section I(C). Negotiations may begin with the announcement of the successful Proposer.

The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective consultant selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the proposal as well as to negotiate fees and terms of the contract.

The successful Proposer 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. The RFP and proposal of the selected consultant will become part of any contract initiated by the LHC. **In no event is a consultant to submit its own standard contract's terms and conditions as a response to this RFP.**

If the contract negotiation period exceeds forty-five (45) 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. Term of Contract

The initial term of contract shall be for a three (3) year period of time from the effective date of the contract, and may be renewed, at the discretion of the Corporation. All proposals 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 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.

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

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

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 insure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; and
5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

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 agency 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 Prohibition

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

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.

LOUISIANA HOUSING CORPORATION

The following resolution was offered by Director _____ and seconded by

Director _____:

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Proposals (“RFP”) seeking proposals from qualified audit firms who desire to serve as auditor of the Corporation’s Combined Financial Statements; and providing for other matters in connection therewith.

WHEREAS, the Louisiana Housing Corporation (“LHC” or “Corporation”) was created by and pursuant to the Louisiana Housing Corporation Act contained in Chapter 3-G of the Louisiana Revised Statutes of 1950, as amended (R.S. 40:600.86 through R.S. 40:600.111); and

WHEREAS, the LHC, as authorized by the State of Louisiana pursuant to R.S. 40:600.91(A), shall have the powers necessary or convenient to carry out and effectuate the purpose and provisions of the LHC Act; and

WHEREAS, the Corporation has been directed to act on behalf of the State of Louisiana in allocating and administering programs and/or resources made available pursuant to the Single and Multi-Family Mortgage Revenue Bond Programs; and

WHEREAS, the Corporation recognized the need for an audit firm to serve as auditor of its Combined Single and Multi-Family Mortgage Revenue Bond Programs and General Fund Financial Statements.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Louisiana Housing Corporation, acting as the governing authority of said Corporation, that:

SECTION 1. The Louisiana Housing Corporation (“Corporation”) is hereby authorized to release a Request for Proposals (“RFP”) for auditor of its Combined Financial Statements.

SECTION 2. The Chairman, Vice Chairman, Executive Director and/or Secretary of the Corporation are hereby authorized, empowered, and directed to execute any forms and/or

documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

ABSTAIN:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 12th day of March, 2014.

Chairman

Secretary

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (“Board”), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on March 12, 2014 entitled, “A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Proposals (“RFP”) seeking proposals from qualified audit firms who desire to serve auditor of its Combined Financial Statements; and providing for other matters in connection therewith.”

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Louisiana Housing Corporation on this, the 12th day of March, 2014.

Secretary

DRAFT



REQUEST FOR PROPOSALS

For

**COMBINED FINANCIAL STATEMENTS AND
MORTGAGE REVENUE BOND PROGRAMS AUDITOR**

DATE ISSUED: MARCH , 2014

DEADLINE TO SUBMIT PROPOSALS: APRIL , 2014

I. GENERAL AND ADMINISTRATIVE INFORMATION

A. Purpose

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from professional auditing firms to provide auditing services related to the Corporation’s combined financial statements and mortgage revenue bond programs.

B. RFP Coordinator

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

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

ATTN: Collette Mathis
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, Louisiana 70808
email: cmathis@lhc.la.gov

C. Procurement 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 above, while establishing a competitive environment to assure that each proposer is provided an equal opportunity to submit a proposal in response to this RFP. Proposals will be evaluated in accordance with the criteria set forth in Section IV of this RFP, which will be applied in the same manner to each proposal received.

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

D. Important Dates and Deadlines

RFP published and posted to LHC website	
Pre-submittal Conference	
Deadline for submitting written inquiries	
Deadline for LHC to respond to written inquiries from proposers	
Deadline for submitting proposals	
Formal announcement of selected proposer	
Contract Execution	

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

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

F. 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 regarding the selection process with staff of the LHC or member(s) of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification.

G. Changes to the RFP

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

H. Definitions

1. **Contractor** – Any firm or individual who is awarded or has a contract with another firm, individual or governmental body.
2. **Corporation** – Louisiana Housing Corporation.

3. **Discussions** -- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
4. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. Submission Requirements

A. Submission Deadline and Method of Delivery

Proposals must be delivered in hard copy (printed) to the RFP Coordinator designated in Section I(B), above, **by no later than 4:00 p.m. CST on April , 2014.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified above. **Fax or e-mail submissions are not acceptable and will not be considered.**

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

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808
(225)763-8700
Attn: Collette Mathis
Re: Combined Financial Statements Audit RFP

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

Proposal Name: **Combined Financial Statements Audit RFP**
Proposal Submission Deadline:

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

B. Number of Copies

Each Proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFP. Three (3) additional copies of the Proposal should be provided for the Review Panel, as well as one (1) redacted copy, if applicable (see *Section II(I) - Proprietary Information* for details).

C. Required Signatures

The Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization, such as:

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

3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

D. Corporate Requirements

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

E. Validity

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

F. Content

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. Failure to include these requirements in a proposal shall result in rejection of the proposal.

G. Clarity

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

H. Proposal Material Ownership

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

I. Proprietary Information

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

Proposers must be prepared to defend the reasons the material should be held in confidence. If a competing Proposer or other party seeks review or copies of a Proposer's confidential data, the Corporation will notify the Proposer of the request. If the Proposer does not want the information

disclosed, it must agree to indemnify and hold the Corporation harmless against all actions or court proceedings that may ensue (including attorney's fees) which seek to order the Corporation to disclose the information. If the Proposer refuses to indemnify and hold the Corporation harmless, the Corporation may disclose the information.

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

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 RFP Coordinator.

L. Errors and Omissions in Proposals

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

M. Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the LHC to award a contract. The Corporation reserves the right to accept or reject, in whole or in part, all proposals submitted and to cancel this announcement.

N. Cost of Proposal Preparation

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

O. Certification of 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 \$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.

P. 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 of the proposals submitted. A contract may, however, be awarded without such discussions.

Q. Code of Ethics

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

R. Disqualification

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.

S. Rights Reserved by LHC

LHC reserves the right to waive as informality any irregularities in submittals and/or to reject any or all proposals. LHC will not disclose the status of negotiations until the LHC's Board of Directors has approved to award of a contract for services.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

III. SCOPE OF SERVICES

A. Introduction

The Louisiana Housing Corporation (“LHC” or “Corporation”) hereby provides notice that it is inviting proposals from qualified audit firms who desire to serve as auditor of the Corporation’s Combined Financial Statements and Mortgage Revenue Bond issues.

B. Overview

This notice invites proposals to audit the Combined Financial Statements of the Corporation, which include the activity of its General Fund, as well as that of its Single and Multi-Family Mortgage Revenue Bond Issues that are used in the Corporation’s mission of assisting with financing affordable housing for the residents of the State. The Louisiana Legislative Auditor’s Office contracts for a separate audit of the Corporation’s General Fund, the activity of which is also included in the Combined Financial Statements.

C. Tasks and Services

The Contractor selected will:

- Audit the combined financial statements of the Louisiana Housing Corporation and the Mortgage Revenue Bond Programs as of and for the years ending June 30, 2014, 2015, and 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to accompany Louisiana Housing Corporation’s combined financial statements. The Contractor will apply certain limited procedures to Louisiana Housing Corporation’s RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which the Corporation is responsible for affirming to the Contractor in its representation letter. Unless the Contractor encounters problems with the presentation of the RSI or with procedures relating to it, the Contractor will disclaim an opinion on it. If the Contractor encounters problems with the presentation of the RSI or with procedures relating to it, the Contractor will within 3 business days notify the Corporation in writing. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:
 1. Management’s Discussion and Analysis.
 2. Schedule of funding progress for Louisiana Housing Corporation’s OPEB Plan.
- Supply supplementary information other than RSI also accompanies Louisiana Housing Corporation’s combined financial statements. The Contractor will subject the following supplementary information to the auditing procedures applied in the audit of the combined financial statements and will provide an opinion on it in relation to the combined financial statements:

Supplementary Combining Information

1. Combining Balance Sheets.
2. Combining Statements of Revenues, Expenses and Changes in Net Assets.
3. Combining Statements of Cash Flows.

Supplementary Mortgage Revenue Bonds Combining Information

1. Combining Balance Sheets.
2. Combining Statements of Revenues, Expenses and Changes in Net Assets.
3. Combining Statements of Cash Flows.

The Contractor's audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. The Contractor will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

An audit is designed to provide reasonable, but not absolute, assurance. In addition, an audit is not designed to detect immaterial misstatements, violations of laws, or governmental regulations that do not have a direct and material effect on the financial statements. However, the Contractor will inform the Corporation of any material errors and any fraudulent financial reporting or misappropriation of assets that come to the Contractor's attention. The Contractor will also inform the Corporation of any violations of laws or governmental regulations that come to the Contractor's attention, unless clearly inconsequential. The Contractor's responsibility as auditor is limited to the period covered by the audit and does not extend to any later periods for which the Contractor is not engaged as auditor.

Procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. The Contractor will request written representations from the Corporation's outside counsel as part of the engagement and the Corporation's outside counsel may bill the Corporation for responding to this inquiry. At the conclusion of the audit, the Contractor will require certain written representations from the Corporation about the financial statements and related matters.

The Contractor's audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, the Contractor will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Contractor will perform tests of Louisiana Housing Corporation's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of the audit will not be to provide an opinion on overall compliance and will not express such an opinion.

Contractor is to issue reports no later than September 30, 2014.

IV. EVALUATION CRITERIA AND SELECTION PROCESS

A. Objective

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

B. Preliminary Review

Each proposal will be 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 eliminated from further consideration.

C. Evaluation Criteria

Proposals will be evaluated by the Review Panel based on the criteria detailed in this section. In preparing to submit a response, it is important for proposers to clearly demonstrate their expertise in the areas described in this RFP.

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

1. An overview of your firm's experience in providing the services set forth herein;
2. Your qualifications, including specific experience with Housing Finance Agencies, financial institutions, (such as investment banks, ratings agencies, government sponsored enterprises, mortgage bankers and real estate developers) governmental agencies and not-for-profit entities;
3. Biographical sketches of the principal(s) and staff who would be assigned to this activity;
4. The proposed fee schedule, payment provisions requested and estimated expenses;
5. A list of client references;
6. Proof of liability insurance and amount;
7. A statement attesting that all information provided in your proposal to the LHC is true and accurate to the best of your knowledge;
8. Any guarantees offered by your firm.

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the proposal, and if applicable, interviews and reference responses. LHC serves the right to request additional information or documentation from the firm regarding its proposal, personnel, financial viability, or other items in order to complete the selection process. If a Proposer chooses to provide additional materials in their proposal beyond those requested, those materials should be identified as such and included in a separate section of the proposal.

The following Qualification Criteria with a point system of relative important with an aggregate total of **one hundred twenty (120)** points will be utilized to evaluate the qualifications of each proposer.

1. Proposer Qualifications and Staffing	50 Points
2. Work Management Plan	50 Points
3. Cost Proposal	<u>20 Points</u>
Total	120 Points

D. Evaluation Process

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

E. Oral Presentations

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

F. Final Scoring

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

G. Final Selection

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

V. PROPOSAL CONTENT AND FORMAT

A. Executive Summary

This section should include a summary of the proposer's qualifications and ability to meet the overall requirements of the RFP. It must include specific authorization to contact all references, employers, or customers for whom the company or proposed staff referenced in the proposal have performed work.

It should include a positive statement of agreement to comply with the terms and conditions of the draft contract. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied.

B. Firm Experience, Qualification, and Proposed Staff

1. ***Place of Incorporation or Formation and Years of Experience.*** The proposer must provide the organizations' date and state of incorporation or formation, years in business, and years of experience (not the individual employees' or managers' experience) providing the services requested herein.
2. ***Qualifications and References.*** The proposer must describe the organization's qualifications and experiences that demonstrate its capacity to serve to provide the services requested herein. Provide a list of five (5) references, identifying a lead contact with a telephone number, who may be contacted regarding the firm's abilities, integrity, and professional reputation in acting as a consultant to a major state agency. Governmental contracts from 2009 through present, as well as any other information that would demonstrate the firm's understanding and experience in providing the above named services, should be provided as well.
3. ***Organization of Firm/Department and Professional Staff.*** Detailed information must be provided about the experience and qualifications of the staff who will be assigned to act for the firm in providing services to the LHC as well as the functions to be performed by each. Full resumes of each person, including names, positions, education, and experience should be included. Identify and describe fully all family or business relationships any employee or manager of the firm may have or has had with employees or elected officials of the State or local governmental entities in Louisiana.
4. ***Disclosures***
 - a. Detail any criminal investigation, indictment, prosecution or other proceeding that has ever been brought against your organization (provide attachment if necessary). Also, describe any civil litigation pending or concluded within the last three years against your organization that would impair your ability to provide the requested services (provide attachments if necessary).

- b. Disclose any potential conflicts of interest with representing the Corporation in this matter, including any potential conflicts of interest of employees assigned to this project and potential conflicts with any of the Corporation's board members. The Corporation reserves the unqualified right to disqualify an entity or cancel any contract for any potential conflict of interest issues raised initially and/or during the life of any contract awarded.

C. Technical Approach

This section must summarize the firm's plan and approach to providing the services, including a statement of how the work would be organized, managed, and implemented, and a timetable, if appropriate.

The proposer must indicate how the quality and availability of personnel assigned to this work would be maintained over the term of the contract.

D. Cost Proposal

The cost proposal must provide the basic fee structure and indicate the hourly rates of the various staff members for each of the services described in Sections III. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VI. CONTRACT TERMS AND REQUIREMENTS

A. Contract Award, Negotiations, and Execution

The contract will be awarded to the Proposer whose proposal accumulates the highest score as outlined in Section IV. The formal announcement of the selected consultant will occur on or about the date indicated in the Important Dates and Deadlines, Section I(C). Negotiations may begin with the announcement of the successful Proposer.

The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective consultant selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the proposal as well as to negotiate fees and terms of the contract.

The successful Proposer 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. The RFP and proposal of the selected consultant will become part of any contract initiated by the LHC. **In no event is a consultant to submit its own standard contract's terms and conditions as a response to this RFP.**

If the contract negotiation period exceeds forty-five (45) 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. Term of Contract

The initial term of contract shall be for a three (3) year period of time from the effective date of the contract, and may be renewed, at the discretion of the Corporation. All proposals 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 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.

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

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

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 insure the continuous and current status of all monetary obligations it may owe the State or any local governmental entity within the State;
4. It is in compliance with all federal, state, and local laws applicable to its activities generally, and, in particular, to its obligations under this Contract; and
5. It now possesses, or shall immediately obtain and maintain, all licenses, permits, insurance, and governmental approvals, if any, that are necessary to the performance of its obligations under this Contract, or which are required by the Corporation from time to time.

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 agency 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 Prohibition

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

paid hereunder, or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration paid for such solicitation or lobbying effort.

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.

DRAFT

LOUISIANA HOUSING CORPORATION

The following resolution was offered by _____ and seconded by _____ :

RESOLUTION

A resolution recognizing and declaring the month of April, 2014 as “Fair Housing Month”; and providing for other matters in connection therewith.

WHEREAS, April has been designated by the United States Department of Housing and Urban Development (“HUD”) as “Fair Housing Month”, and marks the 46th anniversary of the passage of the federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968), as amended by the Fair Housing Amendments Act of 1988); and

WHEREAS, in 1991, the State of Louisiana enacted the Louisiana Equal Housing Opportunity Act (Louisiana Revised Statutes 51:2601, et seq.); and

WHEREAS, both the Fair Housing Act and the Louisiana Equal Housing Opportunity Act provide that no person shall be subjected to discrimination because of race, color, national origin, religion, sex, disability, or familial status in the rental, sale, financing or advertising of housing; and

WHEREAS, the denial of equal housing opportunity is one of the most serious challenges a community or a state can face, a challenge that must be met and surmounted so as not to erode the vital social structure that holds a community together and gives it shape and dimension; and

WHEREAS, the Board of Directors of the Louisiana Housing Corporation welcomes the opportunity to solidify and reaffirm its continuous commitment to affirmatively further fair housing for the citizens of the State of Louisiana without regard to race, color, national origin, religion, sex, disability.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Louisiana Housing Corporation (the “Board”), acting as the governing authority of said Corporation, that in the pursuit of the goal and responsibility of affirmatively furthering fair housing opportunities for all citizens of the State of Louisiana, the Louisiana Housing Corporation does hereby join in the national celebration by proclaiming April 2014 as “Fair Housing Month”, and encourages all

agencies, institutions and individuals, public and private, in Louisiana to abide by the letter and the spirit of the Fair Housing law.

This resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted on this, the 12th day of March 2014.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Directors on March 12, 2014, entitled: "A resolution recognizing and declaring the month of April 2014 as "Fair Housing Month"; and providing for other matters in connection therewith."

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Corporation on this, the 12th day of March, 2014.

Secretary