



Board of Directors

Agenda Item #7

Sustainable Housing Committee

Ellen M. Lee, Chairwoman

January 13, 2016

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Louisiana Housing Corporation

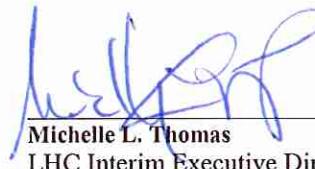
January 12, 2016

SUSTAINABLE HOUSING COMMITTEE MEETING

AGENDA

Notice is hereby given of a regular meeting of the Sustainable Housing Committee to be held on Wednesday, January 13, 2016 @ 10:45 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 9, 2015 Committee Meeting.
3. Resolution regarding the termination of JEFFCAP as a Subgrantee for the Weatherization Assistance Program ("WAP"); and providing for other matters in connection therewith. Staff recommends approval.
 - o Pursuant to La R.S. 42:17(A)(I), the Board of Directors of the LHC reserves the right to enter into Executive Session to discuss the professional competence of JEFFCAP as it relates to the performance of their duties as a Subgrantee for the Weatherization Assistance Program.
4. Resolution authorizing the Louisiana Housing Corporation ("LHC" or "Corporation) to prepare and issue a Request for Proposals (RFP) to select a qualified and experienced primary service provider for the administration of the 2015-2016 WAP in Jefferson Parish; and providing for other matters in connection therewith. Staff recommends approval.
5. Resolution authorizing the LHC to release a RFP to select a training program for Weatherization Assistance Software Version 8.9 National Energy Audit Tool ("NEAT") and Manufactured Home Energy Audit ("MHEA") for the statewide WAP and providing for other matters in connection therewith. Staff recommends approval.
6. Resolution authorizing the LHC to enter into a contract with Franklin Associates, LLC, under the RFP for Support Administration of the Disaster Recovery Housing Programs; and providing for other matters in connection therewith. Staff recommends approval.
7. Energy Programs Activity Report and Updates.
8. Sustainable Housing Department Update.
9. Louisiana Housing Authority Department Update.
10. HOME Report.
11. Disaster Recovery CDBG Closeout Status Report
12. Other Business.
13. Adjournment.



Michelle L. Thomas
LHC Interim 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 LHC may choose to enter executive session, and by this notice, the Board reserves its right to go into executive session, as provided by law.
2415 Quail Drive • Baton Rouge, Louisiana 70808 • (225) 763-8700 • Fax (225) 763-8710 • TYY/TDD (225) 763-8762 • www.lhc.la.gov

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Louisiana Housing Corporation

Louisiana Housing Corporation
Sustainable Housing Committee Meeting Minutes
2415 Quail Drive
Committee Room 1
Baton Rouge, LA 70808
Wednesday, September 9, 2015
10:00 a.m.

Committee Members Present

Chairwoman Ellen Lee
Mr. Guy Williams
Mr. Malcolm Young, Jr.
Mr. Matthew Richie

Committee Members Absent

Mr. Willie Spears

Board Members Present

Mr. Mayson H. Foster
Mr. Michael Airhart

Board Members Absent

Dr. Daryl Burckel
Mr. Larry Ferdinand
Mr. John Kennedy

Staff Present

Michelle Thomas
Nicole Sweazy
Janel Young
Loretta Wallace
Liza Bergeron
Ray Rodriguez
Brenda Evans
Jessica Guinn
Natasha Anderson
Selena Sims
Barbara Stoetzner

Others Present

See Attached Sign-in Sheet

Call to Order and Roll Call. Chairwoman Ellen M. Lee called the meeting to order at 10:13 a.m. and wanted the record to show that the meeting was starting late due to the Administrative Committee Meeting going over their scheduled time. The roll was called, and a quorum was established.

Approval of Minutes from July 8th, 2015. Upon a motion made by Mr. Mayson Foster and seconded by Mr. Guy Williams, the minutes of the June 10, 2015 meeting were approved without correction.

Action Item:

- *Discussion and Resolution regarding RFP Program Management of the Disaster Recovery Housing Program; and providing for other matters therewith.*

Ms. Lee introduced the matter. Ms. Michelle Thomas, Interim Executive Director, provided a summary of the matter. Ms. Lee recognized Mr. Pat Forbes, Executive Director of Disaster Recovery and for the record he clarified that we are not legally allowed to extend a contract; therefor they are entering into an emergency contract with the vendor. Ms. Lee wanted the record to show that Mr. Young has joined the meeting at 10:18 a.m. Additional discussion followed. Ms. Lee asked for a motion to recommend the resolution to the Full Board. Mr. Young moved to favorably recommend the resolution to the Full Board, which was seconded by Mr. Foster. The motion passed unanimously.

Discussion Item:

- *Discussion regarding 2015 CHDO Operating Expenses.*

Ms. Lee introduced the matter. Ms. Michelle Thomas, Interim Executive Director, provided a summary of the matter. Additional discussion followed.

- *Discussion regarding status of Public/Philanthropic partnership with Foundation for Louisiana.*

Ms. Lee introduced the matter. Ms. Janel Young, Senior Advisor, provided a summary of the matter. Additional discussion followed.

- *Discussion regarding status of Katrina/Rita and Isaac Homeowner Rehabilitation Program.*

Ms. Lee introduced the matter. Ms. Michelle Thomas, Interim Executive Director, provided a summary of the matter. Additional discussion followed.

Ms. Lee requested an update on the LHEAP grants expiring. Mr. James Young gave a brief update stating that all funds will be expended by the end of the month.

Energy Department Activity Reports and Updates. Due to time constraints Ms. Loretta Wallace, Program Administrator, did not present an update to the Committee.

Louisiana Housing Authority (“LHA”) Department Update. Due to time constraints, Ms. Nicole Sweazy, Program Administrator did not present an update to the Committee.

HOME Report. Due to time constraints, Ms. Brenda Evans, Program Administrator, did not present an update to the Committee.

Sustainable Housing Department Update. Due to time constraints, Ms. Liza Bergeron, Program Administrator, did not present an update to the Committee.

Adjournment. There being no further business to discuss, Mr. Spears adjourned the meeting at 11:12 a.m.



LOUISIANA HOUSING CORPORATION

LHC BOARD OF DIRECTORS SUSTAINABLE HOUSING COMMITTEE MEETING

Wednesday, September 9, 2015 @ 10:00 A.M.

Guest Sign-In Sheet

GUEST NAME	FIRM
PLEASE, PLEASE <u>PRINT</u>	
1. Buddy Spilvers	MACON Ridge
2. LatForbes	ROSS Hunter
3. Coz Beychard	
4. DEBRA WASHINGTON	LHC
5. Jessica Vermilyea	LSSDR / UAOAD / Vermilyea, jessica@gmail.com

SHCM
PLEASE PRINT CLEARLY

GUEST NAME

FIRM

6. <u>Alfredo Cruz</u>	<u>End. for LA</u>
7. <u>Charles Tait</u>	<u>CDI et al</u>
8. <u>Logan A. Burke</u>	<u>Alliance for Affordable Energy</u>
9. <u>mashiehan504@yahoo.com</u>	<u>L9WHA</u>
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____

LOUISIANA HOUSING CORPORATION

The following resolution was offered by Director _____ and seconded by Director _____.

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (“LHC” or “Corporation”) to terminate JEFFCAP as a Subgrantee for the Weatherization Assistance Program (“WAP”) in the Parish of Jefferson; and providing for other matters in connection therewith.

WHEREAS, pursuant to the provisions of Chapter 3-G of Title 40 of the Louisiana Revised Statutes of 1950 (R.S. 40:600.86 through R.S. 40:600.111, inclusive), as amended, and by a delegation of authority letter signed by Governor Bobby Jindal, the Louisiana Housing Corporation (“LHC” or “Corporation”) is granted the power to effectuate the Department of Energy Weatherization Assistance Program (“WAP”) for the State of Louisiana; and

WHEREAS, the WAP program is implemented through contract agreements with local community action agencies and local entities to deliver services to all sixty-four (64) parishes in Louisiana; and

WHEREAS, LHC staff conducted a monitoring visit of JEFFCAP’s WAP for program year 2013-2014 on June 22-23, 2015 and found numerous findings and/or concerns; and

WHEREAS, over the course of several months, LHC staff has had numerous communications with JEFFCAP regarding the issues identified in the monitoring report.

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:

SECTION 1. The Board hereby approves the termination of JEFFCAP as a Subgrantee for the Weatherization Assistance Program.

SECTION 2. The Corporation’s staff and counsel are hereby authorized, empowered, directed, and given the ability to create, change, amend, and revise any existing documents and/or commitments as may be necessary to effectuate the purpose of this resolution and to terminate JEFFCAP as a Subgrantee for WAP, including, but not limited to, the termination of any WAP agreements with JEFFCAP.

SECTION 3. The Chairman, Vice Chairman, Interim 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, 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:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 13th day of January 2016.

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 entitled, "A resolution authorizing the Louisiana Housing Corporation ("LHC" or "Corporation") to terminate JEFFCAP as a Subgrantee for the Weatherization Assistance Program ("WAP") in the Parish of Jefferson; 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 13th day of January 2016.

Secretary

(SEAL)

LOUISIANA HOUSING CORPORATION

The following resolution was offered by Director _____ and seconded by Director _____.

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (“LHC” or “Corporation”) to issue a Request for Proposals (RFP) to select a qualified and experienced primary service provider for the administration of the 2015-2016 Weatherization Assistance Program (“WAP”) in the Parish of Jefferson; and providing for other matters in connection therewith.

WHEREAS, pursuant to the provisions of Chapter 3-G of Title 40 of the Louisiana Revised Statutes of 1950 (R.S. 40:600.86 through R.S. 40:600.111, inclusive), as amended, and by a delegation of authority letter signed by Governor Bobby Jindal, the Louisiana Housing Corporation (“LHC” or “Corporation”) is granted the power to effectuate the Department of Energy Weatherization Assistance Program (“WAP”) for the State of Louisiana; and

WHEREAS, as a result of the termination of the primary service provider for Jefferson Parish, there exists a need for a primary service provider to serve the residents of Jefferson Parish as it relates to weatherization services for the remainder of program year 2015-2016; and

WHEREAS, the Request for Proposals will be prepared and released in order to select a service provider to cover the Parish of Jefferson for the Weatherization Assistance Program.

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:

SECTION 1. The Corporation is hereby authorized to issue a Request for Proposals to select a qualified and experienced primary service provider for the administration of the 2015-2016 Weatherization Assistance Program (“WAP”) in the Parish of Jefferson.

SECTION 2. The Corporation’s staff and counsel are authorized and directed to prepare such documents and agreements as may be necessary effectuate the purpose of this resolution.

SECTION 3. The Chairman, Vice Chairman, Interim 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, 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:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 13th day of January 2016.

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 entitled, A resolution authorizing the Louisiana Housing Corporation (“LHC” or “Corporation”) to issue a Request for Proposals (RFP) to select a qualified and experienced primary service provider for the administration of the 2015-2016 Weatherization Assistance Program (“WAP”) in the Parish of Jefferson; 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 13th day of January 2016.

Secretary

(SEAL)



LOUISIANA Housing Corporation

REQUEST FOR PROPOSALS for Administration of the Jefferson Parish Weatherization Assistance Program

DATE ISSUED: _____

DEADLINE TO SUBMIT RESPONSES: _____

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



I. General and Administrative Information

A. Background and Purpose

The Louisiana Housing Corporation (referred to as both “LHC” and the “Corporation”), seeks proposals for the purpose of selecting a qualified and experienced primary service provider/contractor for the administration of the Weatherization Assistance Program (WAP) in the parish of Jefferson.

Only Community Action Agencies (CAA), public or nonprofit entities may respond to this RFP.

The Weatherization Assistance Program (WAP) was established under Title IV of the Energy Conservation and Production Act and amended by the National Energy Conservation Policy Act, the Energy Security Act, the Human Services Reauthorization Act of 1984, and the State Energy Efficiency Programs Improvement Act of 1990. The Program is funded at the federal level by the U.S. Department of Energy (DOE). The LHC serves as the Grantee for the Louisiana WAP, which sub-contracts with a network of local CAAs and governmental entities to provide services in Louisiana’s 64 parishes, based on availability of funding.

WAP is utilized to increase the energy efficiency of dwellings owned and/or occupied by low-income persons, reduce total residential expenditures, and improve health and safety.

The LHC was created to consolidate funding sources and programs for affordable housing throughout the state and to provide for a coordinated approach to overall state housing policy. Prior to the establishment of LHC in 2012, federal and state housing dollars flowed through many different state agencies, including the Louisiana Housing Finance Agency (LHC’s predecessor), the Office of Community Development, the Department of Health and Hospitals, the Department of Children and Family Services, and the Louisiana Housing Authority. Collectively, these agencies managed programs from homelessness prevention to disaster recovery. To service the state’s housing needs, LHC works with a variety of external entities, including lenders, developers, property managers and non-profit organizations. Many of our housing programs are federally funded, which requires a working relationship with government agencies such as the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Energy, and the U.S. Treasury.

B. 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. **DHHS** – The U.S. Department of Health and Human Services.
4. **DOE** – The U.S. Department of Energy.
5. **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.
6. **LIHEAP** – Low Income Home Energy Assistance Program.
7. **Proposal** – A response to a Request for Proposals.
8. **Proposer** – A firm or individual who responds to a Request for Proposals.
9. **RFP** – A Request for Proposals.
10. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.
11. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
12. **State** – The State of Louisiana.
13. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
14. **WAP** – Weatherization Assistance Program.

C. Important Dates and Deadlines

RFP published and posted to LHC website	TBD
Deadline for submitting written inquiries	TBD
Deadline for LHC to respond to written inquiries from Proposers	TBD
Deadline for submitting proposals	TBD
Formal announcement of selected Proposer(s)	TBD
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.



II. Proposal Information

A. Proposal Submission

Interested parties may obtain a copy of the RFP by submitting their name, title, firm name, address, telephone and fax numbers, and e-mail address to LHC using the contact information below, or by visiting LHC's website at www.lhc.la.gov:

Louisiana Housing Corporation
ATTN: James Young
Re: RFP for Administration of the Jefferson Parish WAP Program
11637 Industriplex Blvd
Baton Rouge, Louisiana 70809
E-mail: James.Young@la.gov

Proposals shall be delivered in hard copy and in an electronic file. The hard copy shall be signed in the original, and received by the Louisiana Housing Corporation by or before 4:00 p.m. Central Time on _____ . Proposers should provide four (4) additional copies for a total of five (5) copies. The cost proposal shall be submitted separately in a sealed envelope and should include one (1) original and five (5) copies. The electronic file shall be delivered in PDF format on a USB flash drive in the same packet with the hard copies.

Proposals may be mailed or delivered by hand or courier service to the following address:

Louisiana Housing Corporation
ATTN: James Young
RE: RFP for Jefferson Parish WAP
1637 Industriplex Blvd.
Baton Rouge, LA 70809
(225) 754-1441

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

Proposer Name and Address: _____

Primary Contact for Proposer: _____

Proposal for Jefferson Parish WAP



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

The Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the address set forth above. LHC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Additionally, the Proposer is solely responsible for the timely delivery of its proposal. **Failure to meet the proposal receipt date and time shall result in rejection of the proposal.**

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

B. Authorization

The proposal must be signed by a duly authorized representative, such as:

1. The current executive director, board 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 entity as reflected by a resolution, certificate or affidavit; or
3. An individual identified in other documents conferring the appropriate authority in a form acceptable to the LHC.

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

C. Contact Prohibitions

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

**D. Questions and Answers Regarding the RFP**

Proposers may submit written questions concerning the RFP via e-mail to James Young, at James.Young@la.gov by no later than 4:00 p.m. Central Time on _____. All questions and answers shall be posted on LHC's website at www.lhc.la.gov by _____.

Inquiries shall clearly reference the section of the RFP about which the Proposer is inquiring or seeking clarification.

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

E. Costs Incurred in Preparation of Proposal

All costs directly or indirectly related to preparation of a proposal in responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the LHC in connection with this Proposal, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the LHC.

F. Ownership of Offer

All materials submitted in response to this request shall become the property of the LHC. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the LHC and shall not be returned to Proposers.

G. Offer Validity

All proposals shall be considered valid for acceptance until such time as an award is made.

H. Proprietary Information

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

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



LOUISIANA

Housing Corporation

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

I. Code of Ethics

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

J. Changes, Addenda, Withdrawal

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

K. Withdrawal of Proposal

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

L. Cancellation of RFP or Rejection of Proposals

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

M. Waiver of Administrative Informalities

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

N. Acceptance of Proposal Content

The mandatory RFP requirements shall become a contractual obligation if a contract ensues. Failure of the successful Proposer to accept this obligation shall result in rejection of the proposal.

O. Evaluation and Selection

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

**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. Contract Award and Execution

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

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

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

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

R. Notice of Intent to Award

The evaluation team will compile the scores and make a list of recommended vendors. The Corporation reserves the right to issue multiple contracts.

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

S. Certification of OMB A-133 Compliance

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



T. 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 resume for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the Proposer from further consideration.

DRAFT



III. Scope of Services

A. Introduction

The mission of the LHC is to ensure that every Louisiana resident is granted an opportunity to obtain safe, affordable, and energy efficient housing. Considering that high energy costs can significantly influence the affordability of housing and often impacts the basic subsistence requirements of a household, LHC is committed to helping decrease the energy burden for low-income households.

The Corporation is seeking proposals to support the continued administration of the Jefferson Parish WAP.

B. Overview

The WAP is a federally funded program designed to reduce energy costs for low-income families, particularly for the elderly, people with disabilities, and children, while ensuring their health and safety.

The services under this program must comply with the requirements of the DOE, WAP, 10 CFR Part 440 and 10 CFR Part 600, OMB Circular A-87, OMB Circular A-122, OMB Circular A-133, the State Plan, any applicable Federal and State laws and regulations, and other policies and procedures as DOE may prescribe for the administration of financial assistance.

The LHC as the State's sole grantee for all federal grants funding, performs the State's fiduciary responsibility and oversight as required by DOE.

C. Tasks and Services

The Corporation expects that Proposers responding to this RFP will be knowledgeable in implementing and managing a weatherization program to assist eligible low-income persons/households in Jefferson Parish, or in the specific tasks as described herein to support such a program.

The selected Proposer(s) shall assist the Corporation, as appropriate, with specific tasks necessary to coordinate and manage the day-to-day operations of the WAP for Jefferson Parish and to ensure the success of the WAP, as described in the regulations.

An ideal proposal will demonstrate expertise and professional services in carrying out one or more of the tasks associated with the State's WAP, as described below:

General Administrative Program Requirements

The goals of this program are: 1) to reduce energy usage in single and multi-family residences, 2) lower energy consumption and energy bills for low-income residents in Jefferson Parish through energy audits, energy efficiency measures, upgrades, weatherization, and education regarding energy conservation. Program administration includes, but is not limited to:



- a. Providing, energy efficiency audits, measures and weatherization improvements designed for single and multi-family residences ;
- b. Ensuring that all work performed is in accordance with the Department of Energy (DOE) regulations ;
- c. Ensuring that preferred contractors will utilize cost-effectiveness strategies and collaborate with suppliers/subcontractors to minimize expenses and maximize weatherization services while keeping in line with the federal average cost per unit.
- d. Providing education and training to ensure residents understand their energy usage;
- e. Providing timelines, funds leveraged and total number of households that will be eligible for services;
- f. Providing the need for services in the community and any specific needs that have been identified in different demographic groups throughout the community;
- g. Providing outreach to identify residents meeting criteria for audits, weatherization, upgrades, and education and/or assist residents in accessing additional services through coordination with partners;
- h. Providing smoke and carbon monoxide alarms and installation if they are not present;
- i. Providing energy use education, efficiency, and conservation for residents receiving energy efficiency measures and weatherization upgrades;
- j. Providing or coordinating with partners to provide outreach and acceptance of applications for weatherization;
- k. Entering pertinent information into the Hancock Energy Software (HES) system on a timely and consistent basis;
- l. Completing and submitting all required monthly, quarterly, and annual reports in a timely manner;
- m. Ensuring every unit reported on the monthly report as a “completed unit” has received a final inspection conducted by a Quality Control Inspector (QCI) and that all work meets the minimum specifications outlined in the Standard Work Specification (SWS), in accordance with 10 CFR 440 and all components of the Louisiana State Plan; and
- n. Conducting oversight of subcontractors and maintaining records and support documentation.



IV. Proposal Content

Proposals should be prepared providing a straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposals should be submitted in letter-size (8½" by 11") format with a type font of Times New Roman or similar and a minimum font size of 12 points. Proposals should be bound and indexed according to the format and order of presentation described below.

A. Cover Page

The following information should be included under the title "Request for Proposals for the Jefferson Parish Weatherization Assistance Program":

1. Name of Proposer
2. Proposer address
3. Proposer telephone number
4. Proposer federal tax identification number
5. Name, title, address, telephone number, fax number and e-mail address of contact person authorized to contractually obligate the Proposer on behalf of the Proposer.

B. Contents of Technical Proposal

Interested Proposers are invited to submit proposals that contain the following information. Proposers should letter and number responses exactly as the contents presented below:

1. Abstract. Provide a profile of the firm and describe why it is pursuing the work.
2. Qualifications and Experience. Description of how the firm is qualified to provide the services requested with a history of experience of providing similar services. Names and appropriate background information on staff resources with identification of principals and key personnel, including:
 - a. experience and expertise of staff;
 - b. local availability of staff;
 - c. role and responsibilities that each staff member will have; and
 - d. knowledge of technology needs in a housing finance agency environment.



3. References. Name, title, address and telephone number of three references for clients, for whom similar services have been provided, including information that references the actual services performed.
4. Work Plans.
 - a. Describe the approach to developing a plan that would meet the objectives as described in the Scope of Services;
 - b. describe the proposed timeframe to deliver services, if appropriate; and
 - c. describe how intake and outreach will be performed in Jefferson Parish.
5. Technical Approach. For Program Year 2016, agencies will be required to have a different QCI for the initial energy audit/home assessment and a final inspection, as set by DOE. The proposer must describe the certifications and credentials possessed by staff performing training and monitoring activities.
6. Sustainability. The Proposer must indicate how the quality and availability of personnel assigned to this work would be maintained over the term of the contract.
7. Default. Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance. If default occurred, list name, address, and telephone number of the party. If no such termination occurred for default, declare it. The LHC will evaluate the facts and may, at its sole discretion, reject the proposal.
8. Scope of Services Beyond the RFP. Anything additional that the firm provides which may be of interest to the LHC.



V. Evaluation

A. Evaluation of Proposals

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

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

LHC reserves the right to select more than one Proposer, to select Proposer(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any Proposer(s) to a time of the Corporation’s choosing.

B. Evaluation Criteria

The LHC will consider proposals that, in its sole judgment, demonstrate the capability and willingness to provide high quality services to the citizens of the Parish of Jefferson in the manner described in this RFP.

Proposals that pass the preliminary screening and mandatory requirements review and are deemed “responsive” as set forth in paragraph A, above, will be evaluated based on information provided in the proposal. The LHC may invite one or more finalists to make presentations. A selection committee (the “Committee”) will review all proposals and make a determination based on the following factors:

- 1. 35 Points - Work Plan:** Process to deliver weatherization services to clients, including advertising, program outreach, client intake, scheduling of final inspection contractors, quality control and invoice tracking.
- 2. 35 Points - Quality and Depth of Experience:** Evidence of being an established provider of Weatherization services including overview of your firm’s years of experience in providing administration of weatherization or housing renovation program(s); fiscal/administrative monitoring of sub-grantee agencies under a federal grant program; technical/programmatic monitoring of a weatherization program; training and technical assistance for the requirements



of the DOE WAP; and assisting low income households. Preference will be given to entities that can demonstrate evidence of administering an effective weatherization program.

3. **30 Points - Qualifications and Experience of Key Personnel:** The number, qualifications, and experience of the Proposer and staff members who will be responsible for overseeing and performing the work. Include copies of Certifications for BPI Inspector, EPA Lead Renovation, Repair and Painting (RRP Certification); Energy Auditor, Quality Control Inspector, and, any other related credentials.

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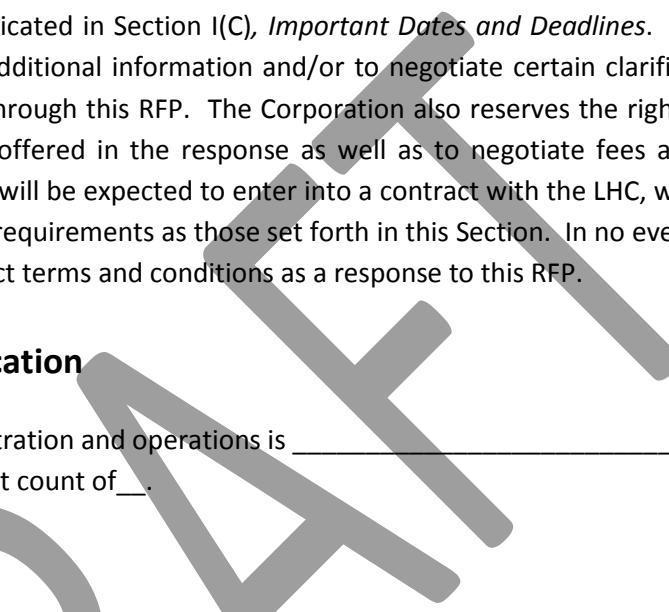


VI. Contract Requirements

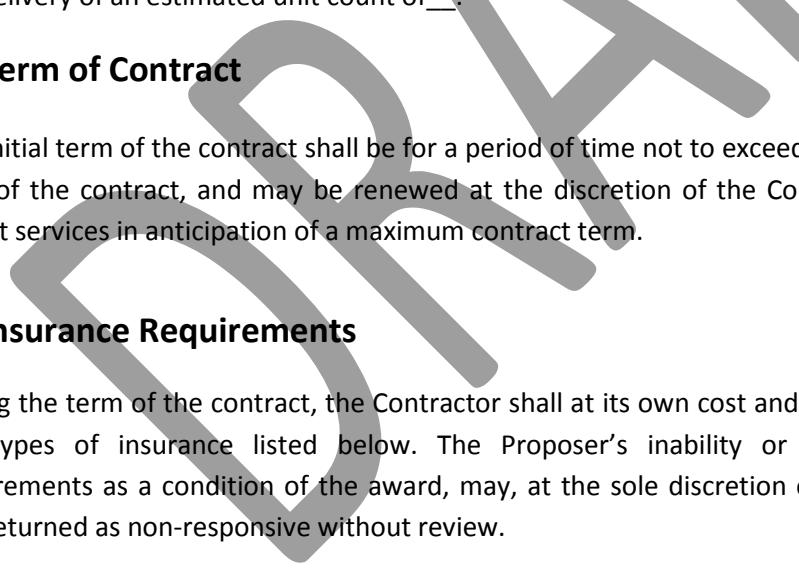
A. Contract Award, Negotiations and Execution

Contracts will be awarded to the Proposers whose responses are most responsive to the criteria outlined in Section III. *Scope of Services*. The formal announcement of the selected pool of vendors will occur on or about the date indicated in Section I(C), *Important Dates and Deadlines*. The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective vendors selected through this RFP. The Corporation also reserves the right to contract for all or a partial list of services offered in the response as well as to negotiate fees and terms of the contract. Successful Proposers 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. In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFP.

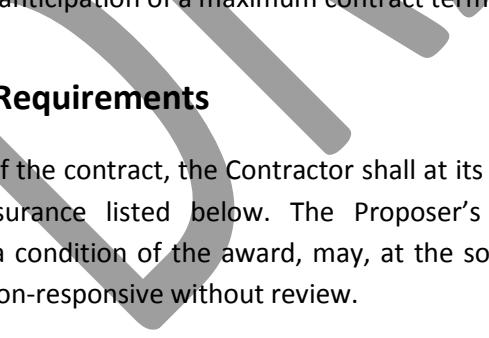
B. Federal Funding Allocation

The total allocation for administration and operations is _____ for the delivery of an estimated unit count of _____.


C. Term of Contract

The initial term of the contract shall be for a period of time not to exceed one (1) year from the effective date of the contract, and may be renewed at the discretion of the Corporation. All responses should reflect services in anticipation of a maximum contract term.


D. Insurance Requirements

During the term of the contract, the Contractor shall at its own cost and expense, procure and maintain the types of insurance listed below. The Proposer's inability or unwillingness to meet these requirements as a condition of the award, may, at the sole discretion of the Corporation, be rejected and returned as non-responsive 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 the 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. The Contractor shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. The Contractor



must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. The 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 workers' compensation insurance must be in amounts and of a scope reasonably satisfactory to the 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).

E. Billing and Payment

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



F. 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.

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



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



LOUISIANA

Housing Corporation

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 Prohibitions

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

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.

P. 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. Notwithstanding the Contractor's right to enter into subcontracts with Subcontractors, the Contractor shall remain solely responsible and liable for the proper and timely performance of the Services and management of timely performance of its duties and the duties of its Subcontractors in the performance of the Agreement.

LOUISIANA HOUSING CORPORATION

The following resolution was offered by Director _____ and seconded by Director _____.

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (“LHC” or “Corporation”) to release a Request for Proposals (“RFP”) to select a contractor to provide training on the Weatherization Assistance Software Version 8.9 (National Energy Audit Tool (“NEAT”) and Manufactured Home Energy Audit Tool (“MHEA”) for the statewide Weatherization Assistance Program (“WAP”); and providing for other matters in connection therewith.

WHEREAS, pursuant to the provisions of Chapter 3-G of Title 40 of the Louisiana Revised Statutes of 1950 (R.S. 40:600.86 through R.S. 40:600.111, inclusive), as amended, and by a delegation of authority letter signed by Governor Bobby Jindal, the Louisiana Housing Corporation (“LHC” or “Corporation”) is granted the power to effectuate the U.S. Department of Energy (“DOE”) Weatherization Assistance Program (“WAP”) for the State of Louisiana; and

WHEREAS, the Weatherization Assistance Software is an energy audit software tool developed for WAP that contains two programs - the National Energy Audit Tool (NEAT) for site-built single family houses and the Manufactured Home Energy Audit (MHEA) for mobile homes; and

WHEREAS, these tools are specifically designed to help states and local weatherization agencies identify and prioritize home-specific cost effective measures by reducing their total residential expenditures; and

WHEREAS, these tools will help LHC in accomplishing a savings to investment ratio (“SIR”) of greater than one for the energy measures installed, which is required by the DOE; and

WHEREAS, DOE is encouraging LHC to move forward with full implementation of the MHEA/NEAT software audit by July 1, 2016; and

WHEREAS, a contractor familiar with the software would provide the necessary training to all sub-recipient staff and contractors to fully implement this software in order to meet the requirements of the DOE.

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:

SECTION 1. The Corporation is hereby authorized to issue a Request for Proposals to select a contractor to provide training on the Weatherization Assistance Software Version 8.9 (National Energy Audit Tool (“NEAT”) and Manufactured Home Energy Audit Tool (“MHEA”) for the statewide Weatherization Assistance Program (“WAP”).

SECTION 2. The Corporation’s staff and counsel are authorized and directed to prepare such documents as may be necessary to effectuate the purpose of this resolution.

SECTION 3. The Chairman, Vice Chairman, Interim 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, 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:

And the resolution was declared adopted on this, the 13th day of January 2016.

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 entitled, “A resolution authorizing the Louisiana Housing Corporation (“LHC” or “Corporation”) to release a Request for Proposals (“RFP”) to select a contractor to provide training on the Weatherization Assistance Software Version 8.9 (National Energy Audit Tool (“NEAT”) and Manufactured Home Energy Audit Tool (“MHEA”) for the statewide Weatherization Assistance Program (“WAP”); and providing for other matters in connection therewith.”

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the LHC on this, the 13th day of January 2016.

Secretary

(SEAL)



LOUISIANA Housing Corporation

REQUEST FOR PROPOSALS

for

WEATHERIZATION ASSISTANCE PROGRAM

Training for

**Department of Energy Weatherization Assistance National Energy Audit
Tool (NEAT) and Manufactured Home Energy Audit (MHEA) Software
Version 8.9**

DATE ISSUED:

DEADLINE TO SUBMIT RESPONSES:

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

I. General and Administrative Information

A. Background and Purpose

The State of Louisiana, Louisiana Housing Corporation, hereinafter referred to as “the LHC” has issued this Request for Proposals (RFP) to solicit proposals; define minimum service requirements and outline the LHC’s process for evaluating proposals and selecting a Contractor to provide Weatherization Assistance National Energy Audit Tool (NEAT) and Manufactured Home Energy Audit (MHEA) Version 8.9 training.

The Weatherization Assistance Program was established under Title IV of the Energy Conservation and Production Act and amended by the National Energy Conservation Policy Act, the Energy Security Act, the Human Services Reauthorization Act of 1984, and the State Energy Efficiency Programs Improvement Act of 1990. The program is funded at the federal level by the U.S. Department of Energy (DOE). The LHC serves as the Grantee for the Louisiana WAP, which sub-contracts with a network of local community action agencies and governmental entities to provide services in Louisiana’s 64 parishes, based on availability of funding.

The mission of the Weatherization Assistance Program (WAP) is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety.

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: James Young, Manager
Louisiana Housing Corporation
11637 Industriplex Blvd.
Baton Rouge, Louisiana 70809



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 set forth 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 committee composed of representatives of the Louisiana Housing Corporation, and others, as may be deemed appropriate by the Corporation ("Review Committee"). 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	???
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. **DOE** – The U.S. Department of Energy
5. **MHEA** – Manufactured Home Energy Audit Tool Version 8.9
6. **NEAT** – National Energy Audit Tool Version 8.9
7. **NREL** – National Renewable Energy Laboratory
8. **Proposal** – A response to a Request for Proposals.
9. **Proposer** – A firm or individual who responds to a Request for Proposals.
9. **RFP** – Request for Proposals.



10. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.
11. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
12. **State** – The State of Louisiana.
13. **Subcontractor** – A firm or individual entering into a contract with the Contractor.
14. **WAP** – Weatherization Assistance Program

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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), by no later than 4:00 p.m. CST on????????. 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: James Young
Re: RFP – Weatherization Assistance Software Training

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

Proposal Name: RFP – Weatherization Assistance Software Training
Proposal Submission Deadline:?????, 4:00 PM CST

Proposer is solely responsible for ensuring that its courier makes inside deliveries to 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). Failure to provide the specified number of copies will be considered as a basis for disqualification.

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:



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;

An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or

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 Proposer's 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 State of Louisiana. Selection or rejection of a proposal does not affect this right.

I. Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal 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 State 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.

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

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

S. Rights Reserved by LHC

LHC reserves the right to 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 award of a contract for services.

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III. Scope of Services

A. Introduction

The State of Louisiana, Louisiana Housing Corporation, hereinafter referred to as “the LHC” has issued this Request for Proposals (RFP) to solicit proposals; define minimum service requirements and outline the LHC’s process for evaluating proposals and selecting a Contractor to provide **Weatherization Assistance NEAT and MHEA Version 8.9** training.

B. Overview

The Weatherization Assistance is an energy audit software tool developed for the DOE Weatherization Assistance Program by the Oak Ridge National Laboratory. The Weatherization Assistance contains the National Energy Audit Tool (NEAT) for site-built single family houses and the Manufactured Home energy Audit (MHEA) for mobile homes. The Weatherization Assistance is used by states and local weatherization agencies to identify and prioritize home-specific cost-effective weatherization measures applicable.

C. Tasks and Services

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

The Contractor must have provided organizational, technical, and administrative support to DOE’s Weatherization Assistance Program. The training must be based on and meet the standards of the quality training required by the DOE’s Weatherization Assistance Program.

The Contractor must have developed and delivered trainings on the following Weatherization Assistance Version 8.9 NEAT and MHEA topics: agency and client setup, managing the setup and supply library, fuel and measures cost, mechanical and base load diagnostic data, analyze audit runs, estimating pre and post energy use, and audit data collection.

The Contractors must ensure the proposal contains sufficient information for the Corporation to make a determination of the Proposer’s capacity to perform the contracted services.

The Contractor shall provide on-site Weatherization Assistance Version 8.9 training (hereinafter referred to as “training”) in Baton Rouge at the Louisiana Housing Corporation’s training facility in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Corporation.



The Contractor's training sessions shall be no more than four (4) consecutive days. The Contractor shall understand and agree that the actual scheduling of each training session shall be mutually agreed upon between the Corporation and the Contractor.

The Contractor must complete all the training sessions by???. The on-site training sessions shall include both classroom instructions and for approximately fifteen (15) individuals from the Louisiana WAP network.

The Contractor shall provide instructors that have experience in delivering training in a minimal of eight (8) states, and DOE WAP Policies and Procedures.

Unless otherwise specified herein, the Contractor shall furnish all instructional materials, labor, and supplies necessary to perform the services required herein.

The Corporation will provide meeting rooms for the classroom instructions of the training sessions. The field training sessions shall be designed to provide hands-on NEAT and MHEA energy audit testing and evaluation of a weatherized home. The Corporation will provide the equipment and weatherization training props necessary to conduct the field training and tests.

The Corporation shall have the right to modify or cancel any of the training sessions without incurring any liability, financial or otherwise, by providing the Contractor with an electronic notice at least 15 calendar days prior to the date of the first day of the training session.

The Contractor shall consult with and obtain the Corporation's approval prior to finalizing the curriculum and content for the training sessions.

If the Contractor utilizes training materials (e.g. manuals, resource books, handouts, reference materials, etc.) in conducting the training sessions, the Contractor shall provide a complete set of such training materials for each participant.

The Contractor must submit a copy of all training materials to the Corporation within five working days prior to the first training session, so that the training materials may be reviewed for errors, inappropriate material, and adherence to the state's objectives. The Contractor shall change/alter any training materials, if deemed necessary.

The Contractor's training materials must be neatly typed, clearly printed, and packaged/presented in a professional manner.

The participants shall be allowed to keep all training material.

The Contractor shall include in the proposals the specific needs regarding technological resources, equipment, technical support, materials, and supplies required for the training.



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Housing Corporation

The Contractor's trainer(s) shall be mutually agreed upon prior to the trainer conducting the training session.

The Contractor shall ensure that each participant signs an attendance sheet each day of the training session to document participants' attendance. The Contractor shall submit the original attendance sheet to the Corporation after the completion of each training session.

The Contractor shall be responsible for all of the Contractor's travel arrangements, lodging, meals, and any other related activities as well as the costs associated.

The Contractor must identify a person within the Contractor's organization to serve as the Contractor's representative with the Corporation and who must be available for contact and communication with coordinating the training. By no later than ten (10) calendar days after the effective date of the contract, the Contractor must provide the contact information for the designated representative, which includes the name, address and phone number.

The requirements listed above are not exhaustive.

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IV. Evaluation and Qualification Criteria and Selection

A. Objective

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

B. Preliminary Review

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

C. Evaluation/Qualification Criteria

Proposals will be evaluated by the Review Committee 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 Committee will generally use the following criteria to evaluate all acceptable proposals and to develop recommendations to be presented to the LHC Board of Directors.

The Contractor must be a BPI certified Home Energy Professional (HEP) QCI Proctor.

An overview of your firm's experience in providing NEAT and MHEA training to the Weatherization Assistance Program network (include supporting evidence of the number of individuals trained);

Biographical sketches of the principal(s) and staff who would be assigned to this activity;

The proposed fee schedule, payment provisions requested and estimated expenses;

A list of client references;

Proof of liability insurance and amount;

A statement attesting that all information provided in your proposal to the LHC is true and accurate to the best of your knowledge;



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 Criteria 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 (20 POINTS)

D. Evaluation Process

The Review Committee will score each written proposal.

The LHC reserves the right to penalize Proposers who have performed unsatisfactorily under other LHC contracts.

No preliminary conclusions or results will be given out to Proposers until the Review Committee has completed the entire evaluation process and the formal announcement of the selected Proposer has been made.

E. Oral Presentations

If the Review Committee extends invitations for oral presentations, the Proposers selected for final evaluation will be expected to accept the invitation and make oral presentations to the



Committee. Proposers may be asked to provide clarification on corporate background and experience, proposed staff's experience, staffing, pending investigations and lawsuits. 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 separate from the previously submitted written proposals on the basis of information obtained from the Proposer's 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, 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). 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. Firms should thoroughly review Section VI prior to submission of proposal response.

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V. Proposal Format and Content

A. Executive Summary

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

It should include a positive statement of agreement to comply with the 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

Place of Incorporation or Formation and Years of Experience

The Proposer must provide the firm's date and state of incorporation or formation, years in business, and years of firm's experience (not the individual employees' or managers' experience) as it relates to NEAT and MHEA training.

Qualifications and References

The Proposer must describe the firm's qualifications and experiences that demonstrate its capability to conduct Weatherization Assistance NEAT and MHEA training. 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 reputation in acting as a consultant to a major state agency. Governmental contracts from 2008 through present, as well as any other information that would demonstrate the firm understands and experience in providing the above named services.

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, curriculum vitae, or detailed bio 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.

Criminal Proceedings/Investigations

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



C. Work Management Plan

This section must summarize the firm's plan and approach to providing the services, including a statement of how the training sessions would be organized, managed, and implemented, and a timetable or activity schedule, 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 the services described in Section 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.

Travel expenses should not exceed the U.S. General Services Administration's FY2015 travel rates.

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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 from the date of the contract execution to???. Any extension will be 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 of unwillingness to meet these requirements as a condition of award, may, at the sole discretion of the Corporation, be rejected and returned as nonresponsive without review.



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:

Commercial General Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.

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

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.

Blanket Crime Insurance: which includes Employee Dishonesty coverage, naming the Agency as "Loss Payee"; and

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 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:

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;

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;

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;



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

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, and State of Louisiana.

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

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (the “LHC” or “Corporation”) to contract with Franklin Associates, LLC to provide Program Management of the Disaster Recovery Housing Programs; and providing for other matters in connection therewith.

WHEREAS, the Community Development Block Grant (“CDBG”) program is authorized by the Community Development and Housing Act of 1974 and is administered on the federal level by the Department of Housing and Urban Development (“HUD”); and

WHEREAS, the Office of Community Development – Disaster Recovery Unit (“OCD-DRU”) was awarded CDBG funds to recover from the destruction and devastation of Hurricanes Katrina, Rita, Gustav, Ike and Isaac; and

WHEREAS, Act 408 (“the Act”) of the 2011 Regular Session of the Louisiana Legislature, effective July 5, 2011, created the Louisiana Housing Corporation (“LHC”) with the intent of consolidating the funding sources and programs for affordable housing throughout the State and provide for a coordinated approach to overall State housing policy to ensure an adequate supply of affordable and accessible housing for all residents of the State; and

WHEREAS, the mission of the LHC is to administer the housing funds in accordance with federal program rules and regulations for the housing programs that have been established to aid in the hurricane recovery efforts; and

WHEREAS, the Corporation entered into a Cooperative Endeavor Agreement (“CEA”) on February 19, 2013, approved by Office of Contractual Review on April 2, 2013, to administer certain housing programs as outlined in the CEA;

WHEREAS, the Corporation has recognized, due to the hiring freeze, the need to hire supplemental staffing to sufficiently administer these programs; and

WHEREAS, on September 9, 2015, the Board of Directors of the Corporation authorized the release of a Request for Proposals (“RFP”) for Program Management of the Disaster Recovery Housing Programs; and

WHEREAS, the RFP was issued on November 10, 2015, and the three [3] proposals received on December 9, 2015 and have been reviewed and scored.

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

SECTION 1. The Louisiana Housing Corporation (“Corporation”) is hereby authorized to enter into a contract with the selected proposer Franklin Associates, LLC for the Request for Proposals (“RFP”) for Program Management of the Disaster Recovery Housing Programs.

SECTION 2. The Corporation staff and counsel are authorized and directed to prepare such documents and agreements as may be necessary to effectuate the provisions of this resolution.

SECTION 2. The Chairman, Vice Chairman, Interim 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:

NAYS:

ABSENT:

ABSTAIN:

And the resolution was declared adopted on this, the 13th day of January, 2016.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (the “LHC” or “Corporation”), do hereby certify that the foregoing two pages (2) constitute a true and correct copy of a resolution adopted by said Board of Directors on January 13, 2016 entitled: “A resolution authorizing the Louisiana Housing Corporation (the “LHC” or “Corporation”) to contract with Franklin Associates, LLC to provide Program Management of the Disaster Recovery Housing Programs; 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 13th day of January 2016.

Secretary

(SEAL)



Disaster Recovery RFP

Proposers Final Scores

Proposer	Technical Score	Oral Presentation	Costs	Totals	Overall Rating
Franklin Associates	57	45	33.30	135.30	1
AECOM	47	30	25.06	102.06	3
CB&I	60	35	30.92	125.92	2



Chairwoman's Summary: Sustainable Housing Committee



- *Energy Programs*
- *Sustainable Housing Department*
- *Louisiana Housing Authority*
- *HOME Funds Dashboard Report*

Energy Programs Activity Summary
As of November 30, 2015 According to HES Budget Tracking

2015 DHHS/LIHEAP

Grantor: U.S. Department of Health & Human Services (\$38,389,693)

Programs	Grant Period	Grant Award	Expended	Balance	Households Served	New Clients
LIHEAP	10/1/2014-9/30/2016	\$29,144,570.12	\$28,283,923.07	\$860,647.05	68,718	10,479
LIHEAP	10/1/2014-9/30/2016	\$3,796,731.00	\$3,260,234.02	\$536,496.90	8,291	1,789
DHHS/WAP*	7/1/2015-6/30/2016	\$5,448,391.53	\$1,141,363.42	\$4,307,028.11	125	
Total:		\$38,389,692.65	\$32,685,520.51	\$5,704,172.06	77,134	12,268
Percentage:			85.14%	14.86%		

**NOTE: LIHEAP funds set aside to supplement the 2015 DOE/WAP. The LIHEAP funds were released in contracts on 7/22/2015.*

2015 DOE/WAP

U.S. Department of Energy (\$1,706,830) Units projected: DOE 131 + (572 LIHEAP Only) = 703 units

Programs	Program Year	Grant Award	Expended	Balance	Units Completed
DOE/WAP*	7/1/2015-6/30/2016	\$1,706,830.00	\$404,541.99	\$1,302,288.01	36
Total:		\$1,706,830.00	\$404,541.99	\$1,302,288.01	
Percentage:			23.70%	76.30%	

2016 DHHS/LIHEAP

Grantor: U.S. Department of Health & Human Services (\$37,895,325)

Programs	Grant Period	Grant Award	Expended	Balance	Households Served	New Clients
LIHEAP	10/1/2015-9/30/2017	\$33,063,670.75	\$667,265.15	\$32,396,405.60	1,679	189
DHHS/WAP*	7/1/2016-6/30/2017	\$4,831,653.94				
Total:		\$37,895,324.69	\$667,265.15	\$32,396,405.60	1,679	189
Percentage:			1.76%	85.49%		

**NOTE: LIHEAP funds set aside to supplement the 2016 DOE/WAP. The LIHEAP funds were released in contracts on 11/2015.*

SUSTAINABLE HOUSING PROGRAM ACTIVITY

Katrina/Rita Recovery

Program	Affordable Units Created/Properties Completed Construction	% of Goal	Funds Disbursed/Total Payments	% of Total Applicant Allocation	Balance of All Available Funds
Small Rental Property Program	7,590	91%	\$435,302,097	98%	\$8,144,011
Housing Development Loan Fund	658	n/a	\$4,924,492	74%	\$1,765,162
TO-DATE TOTAL =	8,248		\$440,226,589		\$9,909,173

Gustav/Ike Recovery

Program	Affordable Units Created/Properties Completed Construction	% of Goal	Funds Disbursed/Total Payments	% of Total Applicant Allocation	Balance of All Available Funds	Contract Expiration
State Affordable Rental Program (ARP)	574	82%	\$49,468,079	98%	\$1,134,464	varies
Parish Affordable Rental Program	593	94%	\$23,925,446	89%	\$3,024,554	varies
Parish Housing Programs	1024	72%	\$34,230,955	79%	\$9,353,214	varies
TO-DATE TOTAL =	2,191		\$107,624,480		\$13,512,232	

Isaac

Program	Affordable Units Created/Properties Completed Construction	% of Goal	Funds Disbursed/Total Payments	% of Total Applicant Allocation	Balance of All Available Funds	Contract Expiration
Parish Housing	0		\$1,822,330	70%	\$762,695	varies
State Housing (HMA Cost Share)	0		\$25,650	2%	\$1,064,350	varies
TO-DATE TOTAL =	0		\$1,847,980		\$1,827,045	

LOUISIANA HOUSING AUTHORITY ACTIVITY

Program	Households Served	Funds Disbursed/Total Payments	Balance of Funds	Program End Date
Homeless Supports and Housing – Katrina/Rita	78	\$24,648,144	\$1,065,778	3/31/18
Supportive Housing Services – Katrina/Rita	5921	\$58,160,442	\$14,569,558	12/31/18
Contaminated Drywall/STARS- CDBG Katrina/Rita	122	\$1,111,939	\$1,065,778	6/30/16
Emergency Solutions Grant	201	\$1,932,782	\$2,012,541	Renewed Annually
Calcasieu Parish Homeless Prevention – Gustav/Ike	N/A	\$638,721	\$30,327	Varies
Shelter Plus Care (S+C)	871	\$47.9M	\$2.1M	Program extended thru February 28, 2016
Project-Based Vouchers (PBV)	1494	\$11.6M	\$.2M	Renewed annually
As of the December 21, reporting period:	Over 8687 Households Served	\$145,992,028 Disbursed**	\$18,943,982.00 Remaining	N/A

**The funds associated with these programs directly impact households, but do not represent the total amount of LHA funding or disbursements.



HOME FUNDS DASHBOARD REPORT

CURRENT AS OF IDIS-PR27 12/21/15 AT 11:44 AM

Grant Year	DASHBOARD DETAILS						
	2010	2011	2012	2013	2014	2015	TOTAL
Total Award Amount	\$16,203,982.00	\$14,225,651.00	\$8,240,993.00	\$7,073,089.00	\$7,456,547.00	\$6,515,936.00	\$59,716,198.00
Committed Funds	\$16,189,816.17	\$14,062,574.25	\$8,231,307.41	\$5,583,451.09	\$1,864,136.75	\$651,593.60	\$46,582,879.27
Cumulative Unexpended Committed Funds as of 12/21/2015*	\$0	\$3,804,878.48	\$8,231,307.41	\$5,583,451.09	\$1,864,136.75	\$651,593.60	\$20,135,367.33
Cumulative Unexpended Authorized Funds as of 12/21/2015	\$0	\$3,982,121.06	\$8,240,993.00	\$7,073,089.00	\$7,456,547.00	\$6,515,936.00	\$33,268,686.06
Cumulative Unexpended Required CHDO Portion as of 12/21/2015*	\$0	\$0	\$0	\$0	\$0	\$0	
Deadline to Expend Before Recapture		September 30, 2016	April 30, 2017	August 31, 2018	July 31, 2019	July 31, 2020	
Cumulative Uncommitted Funds as of 12/21/2015	\$0	\$0	\$0	\$0	\$0	\$6,617,382.73	\$6,515,936.00
Cumulative Uncommitted CHDO Portion as of 12/21/2015**	\$0	\$0	\$0	\$0	\$0	\$0	\$977,390.40
Deadline to Commit Before Recapture					July 31, 2016	July 31, 2017	

*Included in total Cumulative Unexpended Authorized Funds

** Included in total Cumulative Uncommitted Funds

Red Text - Funds subject to recapture within the next 18 months

Total Award Amount = Committed Funds + Uncommitted Funds

Committed Funds - a grant agreement is in place and funds have been committed and are being expended.

Uncommitted Funds - no grant agreement is in place and the funds are available for use in accordance with the subgrant. This is an accurate reflection of data that is in IDIS which is what HUD sees.

Funds Allocated/Set-Aside <ul style="list-style-type: none"> <i>Funds that LHC has allocated to projects but have not yet been Committed in IDIS</i> <i>Tax Credit Projects must go to closing to show as 'Committed'</i> <i>Disaster TBRA funds show as 'Committed' after applicants complete the eligibility process</i> 	Agency Programs – Allocated by LHC but not Committed in IDIS		\$ 449,941.00		
	HOME-Youth Aging Out of Foster Care TBRA - \$500,000				
	YAOFC Balance	\$200,543.00			
	Section 811 - HOME TBRA - Security Deposit Program - \$250,000				
	Section 811 Balance	\$249,398.00			
	Single Family 2012A - \$3M Budget				
	Single Family Balance	\$0			
	HOME NOFA Projects – Allocated by LHC but not Committed in IDIS		\$ 0.00		
Grand Total Allocated but not Committed			\$ 449,941.00		

DASHBOARD SUMMARY		
Awarded Funds 2010-2015		Total
Committed Funds (as shown in IDIS)		\$ 59,716,198.00
<i>Committed Funds Subject to Recapture by HUD Unless Expended by Deadlines indicated</i>	\$ 20,135,367.33	
Total Uncommitted (as shown in IDIS) Subject to Recapture by HUD Unless Committed by Deadlines indicated		\$ 13,133,318.73
Allocated (not Committed in IDIS but Allocated to projects by LHC)		\$ 449,941.00
Cumulative Uncommitted CHDO Reserve Funds		\$ 977,390.40
Actual Funds Available to Commit to New Projects		\$ 11,705,987.33



DISASTER RECOVERY CDBG CLOSEOUT STATUS REPORT

Louisiana Housing Corporation	Total Projects	Projects 100% Expended	Projects ready to Closeout	Projects Closed out	% of Projects Closed Out
Katrina/Rita	108	34	16	2	2%
Gustav/Ike	86	30	12	2	2%
Isaac	15	0	0	0	0%
TO-DATE TOTAL =	209	64	28	4	2%

Single Family	Total Projects	Projects 100% Expended	Projects ready to Closeout	Projects Closed out	% of Projects Closed Out
Katrina/Rita	35	9	14	0	0%
Gustav/Ike	2	1	0	0	0%
Isaac	1	0	0	0	0%
TO-DATE TOTAL =	38	10	14	0	0%

Sustainable Housing	Total Projects	Projects 100% Expended	Projects ready to Closeout	Projects Closed out	% of Projects Closed Out
Katrina/Rita	62	22	1	0	0%
Gustav/Ike	79	25	10	0	0%
Isaac	14	0	0	0	0%
TO-DATE TOTAL =	155	47	11	0	0%

Louisiana Housing Authority	Total Projects	Projects 100% Expended	Projects ready to Closeout	Projects Closed out	% of Projects Closed Out
Katrina/Rita	11	3	1	2	18%
Gustav/Ike	5	4	2	2	40%
Isaac	0	0	0	0	0%
TO-DATE TOTAL =	16	7	3	4	25%

*Data compiled using DRU's Weekly Activity Closeout Snapshot