



# **BOARD OF DIRECTORS**

Agenda Item 6

**Brenda Evans, Program Administrator**

**November 14, 2012**

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**LOUISIANA HOUSING CORPORATION**

The following resolution was offered by Director \_\_\_\_\_ and seconded by

Director \_\_\_\_\_:

**RESOLUTION**

**A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Qualifications (“RFQ”) seeking proposals from the Department of Urban Housing and Development (“HUD”) Approved Housing Counseling Agencies to participate in its Homebuyer Education Counseling Program; and providing for other matters in connection therewith.**

**WHEREAS**, part of the mission of the Louisiana Housing Corporation is to promote sustainable homeownership amongst the people of Louisiana; and

**WHEREAS**, the Board of Directors of the Louisiana Housing Corporation and staff have expressed a need to seek proposals from HUD Approved Housing Counseling Agencies who are qualified to serve as part of the Corporation’s Homebuyer Education Counseling Program; and

**WHEREAS**, the Corporation’s staff has reviewed the Request for Qualifications for Homebuyer Education Counseling, and recommends its authorization and release.

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

**SECTION 1.** The Request for Qualifications for Homebuyer Education Counseling is hereby approved for release to the public.

**SECTION 2.** The Chairman, Vice Chairman, Interim Executive Director, Chief Operations Officer, Executive Counsel 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 as approved by the Corporation's counsel.

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

**YEAS:**

**ABSTAIN:**

**NAYS:**

**ABSENT:**

And the resolution was declared adopted on this, the 14th day of November, 2012.

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Chairman

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Secretary

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

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (“Board”), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on November 14, 2012 entitled, “A resolution authorizing the Louisiana Housing Corporation (“Corporation”) to release a Request for Qualifications (“RFQ”), seeking proposals from the Department of Urban Housing and Development (“HUD”) Approved Housing Counseling Agencies for the Homebuyer Education Counseling Program; and providing for other matters connected therewith”.

**IN FAITH WHEREOF**, witness my official signature and the impress of the official seal of the Louisiana Housing Corporation on this, the 14<sup>th</sup> day of November, 2012.

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Secretary



**LOUISIANA  
HOUSING  
CORPORATION**

**REQUEST FOR QUALIFICATIONS**  
**For**  
**Homebuyer Education Counseling Services**

**DATE ISSUED: 11/16/2012**

**DEADLINE TO SUBMIT PROPOSALS: 12/14/2012 AT  
3:30 P.M. C.S.T.**

# I. GENERAL AND ADMINISTRATIVE INFORMATION

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## A. Purpose

The Mission of the Louisiana Housing Corporation is to assure that every Louisiana resident is granted an opportunity to obtain safe, affordable, energy efficient housing. Each day this ongoing challenge is met by a dedicated staff of professionals who allocate federal and state funds to help low-to-moderate income citizens make their housing dreams a reality. This Request for Qualifications (“RFQ”) is being issued by the Louisiana Housing Corporation (“Corporation” or “LHC”), to obtain competitive proposals from the Department of Urban Housing and Development (“HUD”) Approved Housing Counseling Agencies located in the state of Louisiana to provide the best, most comprehensive, and cost effective counseling services for a Homebuyer Education Counseling Program as specified in this RFQ. The Corporation intends to select HUD Approved Housing Counseling Agencies for the period of January 2013 through December 2013.

The Program is designed to provide comprehensive Homebuyer Education Counseling for potential homebuyers in the state of Louisiana, focusing on information that is beneficial and sometimes critical, to obtaining and maintaining successful homeownership.

## B. RFQ Coordinator

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

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

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

## C. Procurement Process

The RFQ process commences with the issuance of the RFQ. 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 RFQ. Proposals will be evaluated in

accordance with the criteria set forth in Section IV of this RFQ, which will be applied in the same manner to each proposal received.

Proposals will be reviewed and evaluated by a committee to be selected by the Chairman of the LHC Board of Directors (“Review Committee”). The proposals will be reviewed to determine if the proposer has met the minimum required areas described in this RFQ. 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.

#### D. Important Dates and Deadlines

<b>RFQ published and posted to LHC website</b>	11/16/2012	4:30 P.M. C.S.T.
<b>Deadline for submitting written inquiries</b>	11/26/2012	4:30 P.M. C.S.T.
<b>Deadline for LHC to respond to written inquiries from proposers</b>	12/03/2012	4:30 P.M. C.S.T.
<b>Deadline for submitting proposals</b>	12/14/2012	3:30 P.M. C.S.T.
<b>Oral Presentations (if necessary)</b>	TBD	TBD
<b>Formal announcement of selected proposer</b>	01/09/2013	TBD
<b>Contract Execution</b>	TBD	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 RFQ.*

#### E. Proposer Inquiries

The Corporation will consider written inquiries from proposers regarding RFQ requirements or Scope of Services. Inquiries will only be considered if they are submitted in writing to the RFQ 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 RFQ Coordinator will be deemed to require an official response. Potential applicants may submit their questions or inquires via email only to:

**Brenda Evans, Program Administrator**  
**Email: [bevans@lhc.la.gov](mailto:bevans@lhc.la.gov)**  
**Subject: RFQ for Homebuyer Education Counseling Services**

In addition to written responses to individual inquiries, an official response to each inquiry, along with the actual inquiry, will be posted by Monday, December 3, 2012, in the form of a Frequently Asked Questions Addendum (FAQ) at <http://www.lhc.la.gov>.

The Corporation reserves the right to modify the RFQ should a change be identified that is in the best interest of the Corporation. It is the sole responsibility of the prospective Homebuyer Counseling Agencies to inquire into and clarify any item of the RFQ that is not understood. The Corporation also reserves the right to decline to respond to any question or inquiry that will cause an undue burden or expense for LHC. As mentioned above, the LHC will post all questions or inquiries with answers on its website, <http://www.lhc.la.gov>.

## F. Contact Prohibitions

It is the express policy of the Corporation that prospective respondents to this RFQ refrain from initiating any direct or indirect contact or communication regarding the selection process with staff of the LHC or member of the LHC's Board of Directors. Any violation of this policy will be considered as a basis for disqualification. All other communication should be sent via email to Brenda Evans, Program Administrator, at [bevans@lhc.la.gov](mailto:bevans@lhc.la.gov).

## G. Changes to the RFQ

In the event that the LHC determines, in its sole discretion, that it is necessary to revise any part of this RFQ, an addendum, supplement, or amendment to this RFQ 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 RFQ.

## 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 RFQ, a formal structured means of conducting written or oral communications/presentations with responsible proposers who submit proposals in response to this RFQ.
4. **Proposal** – A response to a Request for Proposals.
5. **Proposer** – A firm or individual who responds to a Request for Proposals.
6. **RFQ** – A Request for Qualifications.
7. **Shall, Must, Will** – Mandatory language denoting required action per Louisiana Revised Statute 39:1556(24); a requirement that must be met without alteration.

8. **Should, Can, May** – Non-mandatory language denoting desirable, advisable or permissible action.
9. **State** – The State of Louisiana.
10. **Subcontractor** – A firm or individual entering into a contract with the Contractor.

## II. Submission Requirements

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### A. Submission Deadline and Method of Delivery

All proposals must be submitted to the RFQ Coordinator designated in Section I(B), above, **by no later than Friday, December 14, 2012 at 3:30 P.M. C.S.T.** 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, delivered by hand or courier to:

**Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
(225)763-8700  
Attn: Brenda Evans  
Re: Proposal RFQ for Homebuyer Education Counseling  
Services**

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

<b>Proposal Name:</b>	<b>Proposal RFQ for Homebuyer Education Counseling Services</b>
<b>Proposal Submission Deadline:</b>	<b>Friday, December 14, 2012 at 3:30 P.M. C.S.T.</b>

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

## **B. Number of Copies**

Each proposer shall submit one (1) signed original Proposal which should be clearly marked or differentiated from copies. The original will be retained for incorporation by reference into any contract that may result from this RFQ. Ten (10) additional copies of the Proposal should be provided for the Review Committee, as well as one (1) redacted copy, if applicable (see Section II(I) - Proprietary Information for details).

## **C. Required Signatures**

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

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Louisiana Secretary of State;
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate, or affidavit; or
3. An individual identified in other documents conferring the appropriate authority which are acceptable to the LHC.

## **D. Corporate Requirements**

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

## **E. Validity**

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

## **F. Content**

Evaluation of proposals shall be based only on the material contained in this RFQ, which may include official responses to questions, addenda, and other material provided by the proposer pursuant to the RFQ.

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

### **H. Proposal Material Ownership**

All material submitted regarding and in response to this RFQ 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 prospective Homebuyer Counseling Agency 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 homebuyer counseling agency and submitted to the RFQ 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 RFQ 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 RFQ 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 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.

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 RFQ, each proposer will be required to submit a detailed résumé for all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

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

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

### **III. SCOPE OF SERVICES**

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The Corporation desires to engage Homebuyer Counseling Agencies to take an active role in the many different aspects of its Homebuyer Counseling Program as defined by the LHC Board of Directors. It will be necessary for the Homebuyer Counseling Agencies to completely understand the Corporation's goals and mission as it relates to providing affordable housing and educational resources to the citizens of the State of Louisiana.

An ideal proposal will demonstrate that the proposer has expertise in the provision of professional services as described below. Proposers must demonstrate that they will have the continuing capabilities to perform such services.

## A. Triage and Counseling Services

The primary duties of the HUD Approved Housing Counseling Agencies are to work with applicants to provide homebuyer education that includes budgeting and credit, shopping for a home, obtaining a mortgage loan, maintaining a home, and managing finances, etc. It is projected that approximately eighteen hundred (1,800) potential homebuyers will participate in the program statewide LHC makes no assurance that these projections will be realized.

## B. Implementation Time Line

Date	Action	Notes
01/09/2013	Selection of HUD Approved Housing Counseling Agencies	
01/16/2013	Contracts Issued	
01/23/2013	Mandatory Training Workshop	
01/30/2013	LHC Program Launch	

## C. Proposed Payment Schedule

The LHC will utilize up to two hundred and fifty dollars (\$250,000) of its general fund to HUD Approved Housing Counseling Agencies in order to provide homebuyer counseling to prospective homebuyers throughout the state.

The LHC program allows for a payment to HUD Approved Housing Counseling Agencies up to one hundred dollars (\$100) per approved applicant. Payment will be as follows:

- LHC will pay sixty five dollars (\$65) to a contracted HUD Approved Housing Counseling Agency for each graduating participant (or couple) and will pay an additional amount of thirty five dollars (\$35) when the graduate becomes a homeowner. Documentation of educated, graduated homebuyer clients must be reviewed, and approved by LHC staff. Documentation will be required evidencing participant purchased a home.

## D. Sources of Funds

A contracted HUD Approved Housing Counseling Agency under LHC shall not bill more than one federal source of funds per counseled person served.

# IV. EVALUATION AND QUALIFICATION CRITERIA AND SELECTION PROCESS

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## A. Objective

The LHC's objective in soliciting proposals is to enable it to select HUD Approved Homebuyer Counseling Agencies that will provide high quality and cost effective homebuyer counseling services to the citizens of the State of Louisiana. The LHC will consider proposals that, in its sole judgment, have demonstrated the capability and willingness to provide high quality homebuyer counseling services to the citizens of the State of Louisiana in the manner described in this RFQ.

## B. Preliminary Review

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

## C. Evaluation Process

The Review Committee, as designated by the Chairman of the LHC Board of Directors, will score each written proposal. Proposers may be asked to provide clarification on proposed services, may be invited to make oral presentations to the Corporation's Board of Directors and to answer any questions.

No preliminary conclusions or results will be given out to proposers until the Corporation has completed the entire evaluation process and the formal announcement of the selected proposer has been made.

## D. Minimum Evaluation Requirements

LHC will form a Review Committee to evaluate the responses to this RFQ. Each proposal will be evaluated to ensure that the applicant has complied with each section of this RFQ and followed the formatting, organizational, and submission requirements as described in this RFQ.

## E. 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 RFQ.

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

1. **Staff Qualifications** – Submit description of organization structure, the names and experience of all staff administering homebuyer counseling services with current resumes; identify core members of the counseling staff. (20 points)
2. **Counseling Results** – Submit information documenting the experience and success of the organization’s homebuyer counseling services. Provide a three (3) year history of production numbers including number of classes, number of persons trained, number of new homebuyers produced, and any pertinent information concerning success of counseling program. (30 points)
3. **Service Model** – Submit information describing current service model, method of servicing clients. Submit information on proposed work plan to cover and report on applicable Congressional District. Provide an outline of marketing outreach strategy (ies). (30 points)
4. **Other Qualifications** – Submit any information not contained in points 1-3 above that would expounds upon the proposer’s ability to assist the Corporation in meeting its mission. (10 points)

\*Total possible points – 90 points.

Proposers are encouraged to identify and clearly label in their proposal how each qualification is being fully addressed. Evaluation of responses to this RFQ 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 responding firm 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.

## **F. Allocation of Homebuyer Counseling Funds**

Louisiana has six (6) Congressional Districts. LHC will select a minimum one (1) HUD Approved Housing Counseling Agency that will offer homebuyer education for each Congressional District. Each HUD Approved Housing Counseling Agency selected will be required to provide homebuyer education for their Congressional District. Funds will not be allocated by district but will be disbursed on a first come, first served basis.

## **G. Oral Presentations and Final Scoring**

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 presentation to the Corporation. Proposers may be asked to provide clarification on background and experience;

proposed staff's experience; research and technical support capabilities and staffing; pending investigations and lawsuits; financial position and activities; views on market trends, etc. 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.

If oral presentations are conducted, those presentations will be graded by the Board of Directors separate from the previously submitted written proposals on the basis of information obtained from the proposers' oral presentations and references with a maximum point value of 20 points being awarded, for a final possible score of one hundred ten (110) points. The final score will be the sum of the score received from both the written submission packet and the oral presentation, if any.

## H. Final Selection

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

# V. PROPOSAL CONTENT AND FORMAT

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## A. Preparing and Submitting the RFQ

All proposals must be submitted by to the RFQ Coordinator designated in Section I(B), above, **by no later than Friday, December 14, 2012 at 3:30 P.M. C. S.T.** 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, delivered by hand or courier to:

**Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
(225)763-8700  
Attn: Brenda Evans  
Re: Proposal RFQ for Homebuyer Education Counseling  
Services**

If during the evaluation process it becomes necessary to make further distinctions between certain applicants, LHC may be permitted to request certain applicants make oral presentation of proposals to LHC staff members, and/or LHC's Review Committee.

Proposals received after the deadline will not be reviewed. Applicants are advised that there will be no opportunity to correct mistakes or deficiencies in their proposal after the submission deadline. Proposals that are missing required forms and or information may not be evaluated. It is the sole responsibility of the applicant to ensure its proposal is complete, accurate, responsive to the requirements, and received on time. Proposals not complying with the requirements of the RFQ may not be reviewed.

## B. Evaluation/Qualification Criteria

Each criteria set forth in Section IV E must be clearly addressed and labeled by section.

# VI. CONTRACT TERMS AND REQUIREMENTS

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## A. Contract Award, Negotiations, and Execution

Contracts will be awarded to the proposers whose proposal accumulates the highest scores as outlined in Section IV. The formal announcement of the selected HUD Approved Housing Counseling Agencies will occur on or about the date indicated in the Important Dates and Deadlines, Section I(D).

The Corporation reserves the right to request additional information and/or to negotiate certain clarifications with the prospective HUD Approved Housing Counseling Agencies selected through this RFQ. 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 HUD Approved Housing Counseling Agencies 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 RFQ and proposal of the selected HUD Approved Housing Counseling Agencies will become part of any contract initiated by the LHC. **In no event is a HUD Approved Housing Counseling Agency to submit its own standard contract's terms and conditions as a response to this RFQ.**

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 proposers most responsive to the Corporation's needs, price and other evaluation factors set forth in the RFQ considered, does not agree to a contract, that

proposal shall be rejected, and the Corporation may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

## B. Term of Contract

The initial term of contract shall be for a one (1) year period of time from the effective date of the contract, and may be renewed, at the discretion of the Corporation, for a one (1) year period. The contract can be extended a maximum of two (2) times. Therefore, the maximum anticipated contract term is three (3) years, and all proposals should reflect services in anticipation of a maximum contract term.

## C. Insurance Requirements

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

The selected proposers 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. Contractors shall include all subcontractors, if any, as insured parties under its policies or shall furnish separate certificates of insurance for each subcontractor. Contractors must furnish proof to the Corporation of the continuing effectiveness of such insurance for the term of any ensuing contract with the Corporation. Contractors shall maintain limits no less than:

1. **Commercial General Liability:** One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
2. **Automobile Liability:** One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
3. **Workers Compensation and Employers Liability:** Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to the Corporation.
4. **Errors and Omissions Insurance:** Contractors shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than

eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.

5. **Blanket Crime Insurance:** which includes Employee Dishonesty coverage, naming the Corporation as “Loss Payee”; and
6. **Fidelity Bond:** within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

#### **D. Billing and Payment**

The HUD Approved Housing Counseling Agencies will submit itemized billing statements for each file monthly and may request payment no more than monthly. Such itemized statements must contain, at a minimum, the following information: (a) identification of prospective borrowers providing the service to; (b) provide copy of certification evidencing completion and the date on which it was done; (c) billing rate of the individual providing the service; (e) party requesting the service; and (f) charge for the service.

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 proposers 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 Contractors 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 Contractors will warrant and represent that the following are true and shall remain true throughout the term of this Contract:

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

## I. Assignment

The Contractors 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 Contractors 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 Contractors 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 Contractors in connection with this Contract. The Contractors shall immediately notify the Corporation of any such claim made or action filed or threatened against the Contractors, 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 Contractors 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 Contractors 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 Contractors 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 Contractors 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. The Contractors 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 Contractors, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination.

## **N. Contingent Fee Prohibition**

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

## **O. Governing Law**

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

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