



# **BOARD OF DIRECTORS**

## **Agenda Item #8**

**Resolution authorizing the issuance of a RFP for an  
Analysis of Impediments to Fair Housing Choice**

**August 12, 2012**

## LOUISIANA HOUSING CORPORATION

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

### RESOLUTION

**A resolution to authorize the Louisiana Housing Corporation ("Corporation") to issue a Request for Proposals ("RFP") to seek proposals for an Analysis of Impediments to Fair Housing Choice; and providing for other matters in connection therewith.**

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

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

**WHEREAS**, HUD requires that the State affirmatively further fair housing and such relevant certifications are included in the States Consolidated Plan.

**WHEREAS**, the LHC Board of Directors and Staff have recognized the need for an Analysis of Impediments to Fair Housing Choice to serve as the substantive and logical basis of Fair Housing planning; and

**WHEREAS**, the LHC desires to partner with Office of Community Development to accomplish this goal.

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

**SECTION 1.** The Corporation is hereby authorized to issue a Request for Proposals, ("RFP") to seek proposals for an Analysis of Impediments to Fair Housing Choice; and providing for other matters in connection therewith.

**SECTION 2.** The Chairman, Vice Chairman, Appointing Authority, 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.

**SECTION 3.** The Corporation staff and counsel are authorized, empowered, and directed to prepare such documents and agreements, 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 12<sup>th</sup> day of August, 2015.

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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, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Directors on August 12, 2015, entitled: "A resolution to authorize the Louisiana Housing Corporation ("Corporation") to issue a Request for Proposals ("RFP") to seek proposals for an Analysis of Impediments to Fair Housing Choice; 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 12<sup>th</sup> day of August, 2015.

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Secretary

(SEAL)



# LOUISIANA HOUSING CORPORATION

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## REQUEST FOR PROPOSALS

For

### Analysis of Impediments to Fair Housing Choice for the State of Louisiana

**DATE ISSUED:**

**AUGUST 14, 2015**

**DEADLINE TO SUBMIT RESPONSES:**

**SEPTEMBER 25, 2015**

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

# I. General and Administrative Information

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## A. Background and Purpose

The Louisiana Housing Corporation (referred to as both “LHC” and the “Corporation”), hereby seeks to contract with a professional consulting firm with proven expertise and understanding of the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) program as it relates to the development of an Analysis of Impediments (“AI”) to Fair Housing Choice. The State of Louisiana is a Participating Jurisdiction under HUD’s CDBG and Home Investment Partnership Program (“HOME”). The Louisiana Housing Corporation has been designated by the State to administer affordable housing programs for Louisiana, including the HOME program and various programs funded through CDBG.

As a condition of receipt of these federal grants, the State of Louisiana is required to certify to HUD that it will Affirmatively Further Fair Housing, and relevant certifications to HUD are included in the State’s Consolidated Plan and Annual Action Plans. HUD’s regulations require the State to affirmatively further fair housing by:

1. Conducting an analysis to identify impediments to fair housing choice within the State;
2. Taking appropriate actions to overcome the effects of any impediments identified through that analysis;
3. Maintaining records reflecting the analysis and actions in this regard; and
4. Assuring that units of local government funded by the State comply with their certifications to affirmatively further fair housing.<sup>1</sup>

The State’s current AI was completed in 2010, a copy of which can be found at:

<http://www.doa.louisiana.gov/cdbg/dr/aoi/AOI-Louisiana-2010.pdf>.

The State recently submitted the Louisiana 2015-2019 Consolidated Plan and 2015 Action plan to HUD for approval. These documents can be found at [www.lhc.la.gov](http://www.lhc.la.gov).

The purpose of the Analysis of Impediments to Fair Housing Choice is to:

- Serve as the substantive, logical basis of Fair Housing Planning;
- Provide essential and detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates.

The Analysis of Impediments to Fair Housing Choice involves at least the following basic components:

- Methodology (quantitative and qualitative data sources from the public and private sector)
- Analysis of data sources. Data sources would include surveys, testing, self-assessments, studies, and existing databases identified in the methodology.
- Identification of impediments identified in the analysis.
- Actions to address past and new impediments. These actions must contain goals and timetables.

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<sup>1</sup> 24 CFR §570.487(b)(1)-(4).

- An assessment of conditions, both public and private, affecting fair housing choice.
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

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

## C. Important Dates and Deadlines

EVENT	Date
RFP Published and/or Posted to LHC Website	Friday, August 14, 2015
Deadline for Submitting Written Inquiries	Wednesday, August 26, 2015 by 4:00 p.m. Central Time
Deadline for LHC to Respond to Written Inquiries	Friday, September 4, 2015
Deadline for Submitting Responses	Friday, September 25, 2015 by 4:00 p.m. Central Time
Board Approval of Contractor Selection	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

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### A. Proposal Submission

Notice of this Request for Proposals ("RFP") is being distributed to companies that the Corporation believes may be able to perform the requested services and who may be interested in submitting a proposal for consideration.

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

Louisiana Housing Corporation  
ATTN: E. Keith Cunningham, Jr.  
Re: Analysis of Impediments RFP  
2415 Quail Drive  
Baton Rouge, Louisiana 70808  
E-mail: [kcunningham@lhc.la.gov](mailto:kcunningham@lhc.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 **Friday, September 25, 2015**. Proposers should provide four (4) additional copies for a total of five (5) copies. The fee offer shall be submitted separately in a sealed envelope and should include two copies. The electronic file shall be delivered on a CD-ROM or other electronic storage device, such as a USB flash drive, in the same packet with the hard copies. The electronic file must be in PDF format.

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

Louisiana Housing Corporation  
2415 Quail Drive  
Baton Rouge, LA 70808

**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 Analysis of Impediments RFP

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

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, 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.

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

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

## **B. Contact Prohibitions**

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

## **C. Questions and Answers on the RFP**

Proposers may submit written questions concerning the RFP. Questions must be submitted via e-mail to E. Keith Cunningham, Jr., at [kcunningham@lhc.la.gov](mailto:kcunningham@lhc.la.gov) by no later than 4:00 p.m. Central Time on Wednesday, August 26, 2015. All questions and answers shall be posted on LHC's website at [www.lhc.la.gov](http://www.lhc.la.gov) by Friday, September 4, 2015.

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

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

## **D. 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.

## **E. 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.

## **F. Offer Validity**

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

## **G. Proprietary Information**

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

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

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

## **H. 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.

## **I. 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](http://www.lhc.la.gov). It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

## **J. Withdrawal of Proposal**

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

## **K. 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.

## **L. Waiver of Administrative Informalities**

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

## **M. 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.

## **N. Evaluation and Selection**

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

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

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

## **P. 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.

## **Q. Notice of Intent to Award**

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

The Corporation reserves the right to make multiple awards.

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

## **R. 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.

## **S. Disqualification**

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

# III. Proposal Response Format

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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 follow the format and order of presentation described below.

## A. Cover Page

The following information should be included under the title "Request for Proposals of Analysis of Impediments to Fair Housing":

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

Proposers should letter and number responses exactly as the questions are presented herein.

Interested proposers are invited to submit proposals that contain the following information:

### 1. Introduction (Transmittal Letter)

By signing the letter and/or offer, the Proposer certifies that the signatory is authorized to bind the Proposer. The proposal shall include:

- a. A brief statement of the proposer's understanding of the scope of the work to be performed;
- b. A confirmation that the proposer meets the appropriate state licensing requirements to practice in the State of Louisiana, if applicable;
- c. A confirmation that the proposer has not had a record of substandard work within the last five (5) years;
- d. A confirmation that the proposer has not engaged in any unethical practices within the last five (5) years;
- e. A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- f. Any other information that the Proposer feels appropriate;
- g. The signature of an individual who is authorized to make offers of this nature in the name of the proposer submitting the proposal.

## 2. Background and Experience

Proposers should:

- a. Describe Proposer's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b. Describe any prior engagements in which Proposer's firm assisted a governmental entity in dealings with HUD Analysis of Impediments projects and any other projects relating to Fair Housing laws and regulations. Proposer should include all examples of innovative or outstanding Analysis of Impediments and/or Fair Housing work. Proposer should provide a list of completed Fair Housing studies, reports, or projects, if available. Proposer should provide the names, phone numbers, and e-mails of contact persons in the organizations for whom any projects referenced in this section were conducted. Proposer should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work proposer cites in this section.
- c. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Proposer's firm to handle the proposed project.
- d. Describe the presence of Proposer's firm in and commitment to Louisiana.
- e. Provide current information on professional errors and omissions coverage carried by Proposer's firm, including amount of coverage.
- f. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. LHC reserves the right to request any additional information to assure itself of Proposer's financial status.

## 3. Specialized Knowledge

Proposers should:

- a. Describe their knowledge of HUD's requirements for an Analysis of Impediments to Fair Housing Choice.
- b. Describe the Proposer's understanding of HUD's Fair Housing laws, regulations, and guidelines.

## 4. Team

Proposers should:

- a. Identify staff members who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each. The job classifications for this RFP are listed and defined below under Section C, *Contents of Fee Offer*.
- b. Include résumés or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, e-mail address, education, and years and type of experience. Describe, for each such person, the projects relevant to AI and/or fair housing on which they have worked. Provide the names, telephone numbers, and e-mail addresses of contact persons with the firms or organizations with whom these staff members worked on AI and/or fair housing projects.

- c. Estimate the number of persons to be assigned to the project, indicating the number working in Louisiana and the number working elsewhere.

## **5. Approach**

Proposers should:

- a. Clearly describe the approach, methodologies, and data to be employed in the performance of the Scope of Services.
- b. Provide citations and/or other documentation attesting to the validity and utility of approach, methodologies, and data described above for an AI project.
- c. Present innovative concepts, approaches, and methodologies, if any, not discussed in the Scope of Work for consideration.

## **6. Project Schedule**

Proposers should provide a tentative project timeline for each component of the Analysis of Impediments to Fair Housing, reflecting milestones and durations for each task to be completed to successfully implement the proposed solution. A final schedule of these tasks will be mutually agreed upon after a proposer is selected.

## **7. Other Information**

The Proposer is encouraged to include in the proposal any additional services which, in the Proposer's opinion, would enhance the AI.

# **C. Contents of Fee Offer**

## **1. Detailed Description of Costs**

The LHC seeks proposals that demonstrate maximum value, innovation, effectiveness, and total work to be performed within the funding available.

## **2. Detailed Cost Breakdown**

The proposer shall state their fees for producing or performing each deliverable. Deliverables listed are the minimum expected from the Contractor. The fees should be given in the form of Table A, Cost of Deliverables, below:

**Table A – Cost of Deliverables**

<b>Deliverables</b>	<b>Cost</b>
Impediments Identified	
Relevant Studies	
Data Inventory	
Evaluation of Fair Housing Legal Status	
Methodology for the Identification of Impediments to Fair Housing	
Timeline for Deliverables	
Responding to Public Comments (upon LHC request only) (Assume 10 responses to comments when estimating cost)	
Monthly Progress Reports	
Outreach and Public Participation Plan	
Spatial Data Files	
Plan for Metadata Quality	
Model Handbook	
Presentation of Results (upon LHC request)	
Data Files	
Briefings	
Analysis of Impediments	
<b>TOTAL COST</b>	

Proposers shall provide an hourly rate for each job classification listed below. Each hourly rate shall be inclusive of all costs, i.e., the hourly rate shall include all direct labor costs, overhead, travel expenses, and all other costs associated with providing services of the job classification as well as all deliverables. Proposer shall create a table (see Table B., Job Classifications and Costs, below) that depicts the estimated number of hours of work to be performed by each job classification, hourly rate per job classification, and the total estimated costs by job classification. The table shall also provide a sum of all the costs for all job classifications to produce a grand total cost.

**Job Classifications and Definitions:**

- a. **Executive:** Executive level staff or firm/organization; persons responsible for overall project success.
- b. **Project Manager:** Manage day-to-day operations of project; supervise project employees.
- c. **Analyst III:** Advanced analytical and/or technical skills; well-trained and experienced in relevant tasks; performs complex tasks; some supervisory duties.
- d. **Analyst II:** Well-trained and experienced in relevant tasks; performs complex tasks.
- e. **Analyst I:** Newly trained; little experience; performs less complex tasks.
- f. **Administrative Assistant:** Clerical duties.

**Table B – Job Classifications and Costs**

<b>Job Classification</b>		<b>Number of Hours</b>	<b>Hourly Rate</b>		<b>Total Cost by Job Classification</b>
Executive					
Project Manager					
Analyst III					
Analyst II					
Analyst I					
Administrative Assistant					
	<b>Total Number of Hours by All Job Classifications</b>			<b>Grand Total Cost</b>	

**The last twenty percent (20%) of the contract amount will not be paid until all deliverables have been approved by LHC.**

**The fee offer shall be submitted separately in a sealed envelope and should include two (2) copies.**

DRAFT

## IV. Scope of Work

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The Contractor selected will prepare a statewide AI for the State of Louisiana pursuant to all current federal laws, regulations, and guidelines and must be fully compliant with the requirements of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended.

The AI will be prepared in accordance with HUD's Fair Housing Planning Guide, Volume 1, which can be found at <http://www.hud.gov/offices/fheo/images.fhpg.pdf>. The level of review and analysis called for in the "The Suggested Format for the Analysis of Impediments" (HUD's Fair Housing Planning Guide) shall be considered the **minimum** acceptable standard for depth analysis.

The AI must focus on issues related to equal opportunity and affirmatively further fair housing under the Federal Fair Housing Act and other Civil Rights-Related Program Requirements. Proposers are asked to describe the tasks required to successfully carry out the Scope of Work listed below. Proposers may include additional services that the Proposer is capable of providing and which, in the Proposer's opinion, would enhance the implementation of the Scope of Work.

In preparing the AI, the following tasks are expected to be completed as part of the Scope of Work at a minimum:

- A. Introduction and Executive Summary of the Analysis
  - 1. Who Conducted
  - 2. Participants
  - 3. Methodology Used
  - 4. How Funded
  - 5. Conclusions
    - a. Impediments Founds
    - b. Actions to Address Impediments
- B. Jurisdiction Background Data
  - 1. Demographic Data
  - 2. Income Data
  - 3. Employment Data
  - 4. Housing Profile
  - 5. Maps
- C. The Contractor will collaborate with the LHC and the State of Louisiana Office of Community Development ("OCD") in the identification, development, scheduling, and implementation of activities designed to complete a HUD-acceptable Analysis of Impediments to Fair Housing Choice.
  - 1. Work cooperatively with fair housing organizations in the collection of data and information needed in the implementation of fair housing audits necessary to complete the AI.

2. Work cooperatively with local and regional agencies, and with the LHC and OCD to collect and analyze the data.
  3. As part of the consultation and input process, conduct community forums/meetings in coordination with the LHC as deemed necessary to complete the AI. Currently, the LHC is proposing several community forums/public meetings, as required under the guidelines for conducting an AI, to be held in different geographical areas, statewide. The Contractor will be responsible for site selection, inviting participants, preparing agendas, handouts and other presentation materials as appropriate as well as maintain transcripts and minutes of the forums/meetings and citizen comments received as a result of each public meeting.
- D.** The Contractor shall use current rules and guidelines, as well as *“The Suggested Format for the Analysis of Impediments”* in HUD’s *Fair Housing Planning Guide* and 24 CFR 570.601 as a guide in preparing the AI. This includes the following elements:
1. An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been conducted that relate to fair housing.
  2. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area.
  3. An examination of fair market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
  4. An evaluation of public and private sector policies and practices which affect the provision of fair housing including, but not limited to:
    - a. Public services, building and safety codes;
    - b. Planning and zoning laws and site selections;
    - c. Neighborhood revitalization, municipal and other services, employment, housing, transportation linkage;
    - d. Public housing agency and other assisted housing provider tenant selection procedures; housing choices for certificate and voucher holders;
    - e. Sale of subsidized housing and possible displacement, property tax policies, planning and zoning boards, building codes (Accessibility)
    - f. Private sector lending policies and practices
    - g. Public and private sector fair housing enforcement, informational programs and visibility in housing
    - h. Identification of impediments to fair housing based on the above work in priority order with recommendations to address identified elements.
    - i. Identification of impediments to equal access to housing in HUD programs regardless of sexual orientation or gender identity.
- E.** The Contractor shall pursue all reasonable leads to identify and analyze private and public sector practices, policies and laws that create barriers to fair housing choice. These include, but should be limited to, the following information and analysis on the effect of the following specific areas:

1. Building, occupancy, health, and safety codes on housing choice and the use of accessibility standards in local construction;
  2. Applicable zoning and land use laws and policies that place restrictions on group homes and/or mobile home parks;
  3. Policies concerning the applicability of local neighborhood or site standards on new construction;
  4. Policies and practices that affect the equal provision of government services;
  5. Policies concerning activities that cause displacement that may affect opportunities to select housing inside and outside areas of minority concentration, or housing that is accessible;
  6. Policies and practices that affect the representation of minorities and the disabled on planning and/or zoning boards and commissions;
  7. Policies and practices of housing assistance providers with respect to tenant selection, assignment, reasonable accommodation, Limited English Proficiency (LEP), delivery of services, maintenance and accessibility.
  8. Provide extensive and in-depth statistical analysis that identifies potential areas of concern, impediments, or patterns in the following areas: lending and insurance practices, improper or predatory lending practices, and infringement on fair housing choice and/or civil rights. The selected contractor will utilize existing data available from HUD or other Federal agency databases and studies, State and local information sources, private industry reports, studies, and surveys.
- F. Keep documentation of information gathered for the AI, methodology used, a list of individuals and groups participating in the development of the AI, and a record of outreach consultation/input activities conducted, and comments received.

# V. Evaluation

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## 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 respondent will be unable to perform the services requested at the level required or within the program’s budgetary and/or time restrictions. The Corporation also reserves the right to negotiate with respondents to this RFP, if necessary, to refine or expand the statement of work, fee arrangements, or any other aspect of the services to be provided.

## B. Evaluation Criteria

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 following criteria will be considered in evaluating each proposal and will be weighted as noted:

1. **25%** - Qualifications and experience of Proposer in general, and, in particular, as Fair Housing expert on behalf of municipalities, states, or other governmental entities. Demonstration of thorough knowledge of the U.S. Department of Housing and Urban Development Fair Housing Planning Guide for Analysis of Impediments and proven completion of Analysis of Impediments for at least one governmental body. As an alternative, a work product on a related topic or similar subject can be submitted for review.
2. **25%** - Qualifications and experience of key personnel of proposer who will be responsible for overseeing and performing the work requested in the Scope of Services.
3. **25%** - Innovative or outstanding Analysis of Impediments and/or Fair Housing work by Proposer’s firm which demonstrates Proposer’s unique qualifications as Analysis of Impediments to Fair Housing experts.
4. **20%** - Cost of requested services based on the total cost provided in *Table A, Cost of Deliverables*. Lowest maximum cost proposer will receive maximum number of points allowed for cost. Other proposers will receive points based on their percentage above the cost of the lowest proposal using the following formula:

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

5. **5%** - Reasonableness of hourly rates and number of hours estimated for completion of deliverables. LHC will evaluate hourly rates submitted by proposers to ensure the reasonableness of the rates/hours dedicated to the project.

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# VI. Contract Requirements

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## A. Contract Award, Negotiations and Execution

Contracts will be awarded to the respondents whose responses are most responsive to the criteria outlined in Section IV. *Scope of Work*. 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 respondents will be expected to enter into a contract with the LHC, which will contain substantially similar terms and requirements as those set forth in this Section. In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFP.

## B. Term of Contract

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

## C. Insurance Requirements

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

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

1. *Commercial General Liability*: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
2. *Automobile Liability*: One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
3. *Workers Compensation and Employers Liability*: Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to Corporation.

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

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

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

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

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

#### **F. Prohibited Activity**

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

#### **G. Warranties and Representations**

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

1. All information contained in its response to the RFP remains current and correct, including all information regarding its credit standing, financial status, resources, insurance, and personnel;

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

## **H. Assignment**

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

## **I. Indemnification**

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

## **J. Payment of Taxes**

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

## **K. Audit**

The Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agent of the State, where appropriate, the right to inspect and

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

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

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

### **M. Contingent Fee Prohibitions**

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

### **N. Governing Law**

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

## Attachment A

### **STATEMENT OF ASSURANCES**

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

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

the Physically Handicapped,” Number A-117.1-R 1971 and any other accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

**10. It will comply with:**

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

11. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 135), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.
12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
  - a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
  - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
  - d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (Plaquemine Parish) rental Rehabilitation Program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Sub-recipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental

Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 ( 42 U.S.C. §5304(d)).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
  - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
  - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:
  - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
  - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding.
27. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development

Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.

- 28. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
- 29. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
- 30. In relation to water quality, it will comply with:
  - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
  - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
- 31. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
- 32. With regard to wildlife, it will comply with:
  - a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
  - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_