



BOARD OF DIRECTORS

Agenda Item 4

Administrative Committee
Chairman Malcolm Young

September 9, 2015

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Louisiana Housing Corporation

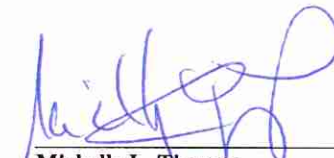
September 2, 2015

ADMINISTRATIVE COMMITTEE MEETING

AGENDA

Notice is hereby given of a regular meeting of the Administrative Committee to be held on **Wednesday, September 9, 2015 at 9:00 A.M.**, Louisiana Housing Corporation Building, Committee Room 2, located at 2415 Quail Drive, Baton Rouge, Louisiana, by order of the Chairman.

1. Call to Order and Roll Call.
2. Approval of the Minutes of the July 8, 2015 Committee Meeting.
3. Presentations of Annual Audit Results by Carr, Riggs and Ingram (General Fund Audit) and also by Postlewaite & Netterville (Bond Audit and Combined Audit).
4. Discussion and Resolution authorizing the LHC to establish Memorandums of Understanding with Louisiana municipality(ies) or other public entity(ies) for an emergency off-site operations centers; and providing for other matters in connection therewith. Staff recommends approval.
5. Discussion and Resolution authorizing the LHC to execute an agreement allowing Verizon Wireless Personal Communications LP to lease a corner section of 2415 Quail Drive, Baton Rouge, Louisiana property to install a Cell Tower; and providing for other matters in connection therewith. Staff recommends approval.
6. Discussion and Resolution authorizing the LHC to request an Attorney General's Opinion regarding assessment of fees and penalties for projects funded and monitored by the LHC; and providing for other matters in connection therewith. Staff recommends approval.
7. Discussion and Resolution regarding amendment to the Cohn-Reznick contract for \$60,000; and providing for other matters in connection therewith. Staff recommends approval.
8. Discussion and Resolution regarding RFP for Technology Plan and Services; and providing for other matters in connection therewith. Staff recommends approval.
9. Discussion and Resolution regarding establishing rates for renting of LHC Facilities; and providing for other matters in connection therewith. Staff recommends approval.
10. Discussion and Resolution authorizing the LHC to implement Layoff Avoidance Measures in the form of a Retirement Incentive and Withholding Performance Adjustments; and providing for other matters in connection therewith. Staff recommends approval.
11. Other Business.
12. Adjournment.



Michelle L. Thomas
LHC Appointing Authority

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

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

Administrative Committee Meeting Minutes
Wednesday, July 8, 2015
2415 Quail Drive
Committee Room 2
Baton Rouge, LA 70808
10:00 a.m.

Committee Members Present

Chairman Malcolm Young
Larry Ferdinand

Committee Members Absent

Dr. Daryl Burckel
Treasurer John Kennedy
Ellen Lee

Board Members Present

Michael Airhart
Mayson Foster
Willie Spears
Guy Williams, Jr.
Matthew Ritchie

Board Members Absent

Staff Present

Keith Cunningham
Michelle Thomas
Rebekah Ward
Sarah Mulhearn
Todd Folse
Jessica Guinn
Brenda Evans
Liza Bergeron
Nicole Carter
Natasha Anderson
Nicole Sweazy
Collette Mathis
Juon Wilson
Janel Young

Others Present

Donald Cunningham, Jones Walker
Larry Englande, GK Baum
Larry Tuner, CLBC Development
Angela Lear, Whitney Bank
Shaun Toups, Government Consultants
Gordon King, Government Consultants
Wayne Neveu, Foley & Judell

Minutes

Call to Order and Roll Call. The Administrative Committee Meeting was called to order by Chairman Malcolm Young at 10:00 a.m. The roll was called by Ms. Rebekah Ward, Committee Secretary, and a quorum was established.

Approval of Minutes. On a motion by Mr. Larry Ferdinand, which was seconded by Mr. Willie Spears, the minutes of the June 10, 2015 meeting were approved without correction. Chairman Young made a note for the record that the implementation of layoff avoidance measures and selection of property managers for agency properties are moving forward.

Action Items.

- ***Resolution authorizing the LHC to execute documents allowing Verizon Wireless Personal Communications LP to lease a corner section of 2415 Quail Drive, Baton Rouge, Louisiana property to install a Cell Tower.***

Chairman Young introduced and explained the resolution. Mr. Ferdinand inquired about the market rate for such towers. Mr. Mayson Foster responded, giving a brief overview of the proposal. Board members discussed conducting market research and negotiating with Verizon before finalizing the lease. A motion was made by Mr. Guy Williams, seconded by Mr. Foster, to favorably recommend the resolution to the Full Board. The motion passed unanimously.

- ***A resolution accepting the parameter term proposal for the purchase of not exceeding Thirty-Nine Million Dollars (\$39,000,000) of Louisiana Housing Corporation Single Family Mortgage Revenue Refunding Bonds (Taxable) in one or more series or subseries; fixing the parameter terms of said bonds and otherwise providing with respect to said bonds; approving the form and directing the execution of the Bond Purchase Agreement for said Refunding Bonds.***

Chairman Young introduced and explained the resolution. Ms. Brenda Evans, LHC Program Administrator, gave further details stating that this resolution would go before the Bond Commission for approval at their August meeting. A motion was made by Mr. Spears, seconded by Mr. Ferdinand, to recommend the resolution to the Full Board. The motion passed unanimously.

- ***Resolution to approve and authorize the staff of the LHC to proceed with the issuance of an Notice of Funding Availability for the Emergency Solutions Grant Program to allocate funding for homeless assistance.***

Chairman Young introduced and explained the resolution. Mrs. Nicole Sweazy, Louisiana Housing Authority Executive Director, gave further details stating that additional trainings have been planned and made mandatory to ensure improved application submittals. Mr. Ferdinand extended his thanks to Mrs. Sweazy and her staff for arranging trainings in the northern part of the state. A motion was made by Mr. Spears, seconded by Mr. Ferdinand, to recommend the resolution to the Full Board. The motion passed unanimously.

Adjournment.

There being no other business to discuss, Chairman Young adjourned the meeting at 10:11 a.m.

Information will be provided to the Board of Directors by Friday
September 4th, 2015.

Presentation of Annual Audit Results by Carr, Riggs and Ingram (General Fund Audit) and also
by Postlewaite & Netterville (Bond Audit and Combined Audit)

LOUISIANA HOUSING CORPORATION

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

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation to establish Memorandums of Understanding with municipality(ies) or other public entity(ies) for emergency off-site operations center(s); 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, La R.S. 40:600.91(A)(4), the Corporation may make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions pursuant to this Chapter with any federal or state governmental agency, public or private corporation, lending institution, or other entity or person; and,

WHEREAS, the LHC has a Continuity of Operations plan in the event of a disaster and has identified off-site emergency operations locations; the Staff recommends approval of this request.

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

SECTION 1. The Board hereby authorizes the LHC to execute a memorandum of understanding allowing essential personnel to utilize temporary office space at suitable host sites in the event of a disaster that requires evacuation and relocation.

SECTION 2. The LHC Appointing Authority, staff, and counsel are authorized and directed to prepare such documents as may be necessary to effectuate the above-referenced contracts and other documents.

SECTION 3. The Chairman, Secretary, and Appointing Authority of the Corporation are hereby authorized, empowered and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 9th day of September, 2015.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Directors on September 9, 2015 entitled: A resolution authorizing the Louisiana Housing Corporation to establish Memorandums of Understanding with municipality(ies) or other public entity(ies) for emergency off-site operations center(s); 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 9th day of September, 2015.

Secretary

LOUISIANA HOUSING CORPORATION

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

RESOLUTION

A resolution authorizing the LHC to execute documents allowing Verizon Wireless Personal Communications LP to lease a corner section of 2415 Quail Drive, Baton Rouge, Louisiana property to install a Cell Tower; 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, La R.S. 40:600.91(A)(4), the Corporation may make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions pursuant to this Chapter with any federal or state governmental agency, public or private corporation, lending institution, or other entity or person; and,

WHEREAS, the LHC has been approached to lease a corner section of 2415 Quail Drive, Baton Rouge, Louisiana property to install a Cell Tower,

WHEREAS, the LHC Board of Directors authorized the LHC to negotiate and execute documents allowing Verizon Wireless Personal Communications LP to lease a corner section of 2415 Quail Drive, Baton Rouge, Louisiana property to install a Cell Tower.

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

SECTION 1. The Board hereby authorizes the LHC to execute contract documents as submitted.

SECTION 2. The LHC Appointing Authority, staff, and counsel are authorized and directed to prepare any other such documents as may be necessary to effectuate the above-referenced contracts and other documents.

SECTION 3. The Chairman, Secretary, and Appointing Authority of the Corporation are hereby authorized, empowered and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

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

YEAS:

ABSTAIN:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 9th day of September 2015.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (the “Board”), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on September 9, 2015, entitled: “A resolution authorizing the LHC to execute documents allowing Verizon Wireless Personal Communications LP to lease a corner section of 2415 Quail Drive, Baton Rouge, Louisiana property to install a Cell Tower; 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 9th day of September 2015.

Secretary

(SEAL)

LOUISIANA HOUSING CORPORATION

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

RESOLUTION

A resolution authorizing and directing the Executive Counsel to formally request an Attorney General Opinion regarding assessment of fees and penalties for projects funded and monitored by the Louisiana Housing Corporation; and providing for other matters in connection therewith.

WHEREAS, the Louisiana Housing Corporation (“LHC”) has determined the need to increase fees and apply penalties to non-compliant developers; and

WHEREAS, the LHC enabling legislation does not provide clear guidance on the method and process by which such fees and penalties can be assessed.

WHEREAS, the Louisiana Attorney General’s Office will render written opinions to state departments, state boards, state commissions or state officers concerning legal questions pertaining to state law as it applies to their entity or requests from or on behalf of boards or commissions only upon a resolution adopted by the membership.

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

SECTION 1. The Corporation is hereby authorized and directed to formally request an Attorney General Opinion regarding guidance the method and process by which such fees and penalties can be assessed and other related matters.

SECTION 2. The Corporation staff and legal counsel are authorized and directed to prepare the forms of such notices, documents, and/or agreements as may be necessary to award the funding allocated by the U.S. Department of Housing and Urban Development.

SECTION 3. The Chairman, Vice Chairman, Executive Director, and/or Secretary of the Corporation are hereby authorized, empowered, and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

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

YEAS:

NAYS:

ABSENT:

ABSTAIN:

And the resolution was declared adopted on this, the 9th day of September, 2015.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitutes a true and correct copy of a resolution adopted by said Board of Directors on September 9, 2015, entitled: “A resolution authorizing and directing the Executive Counsel to formally request an Attorney General Opinion regarding assessment of fees and penalties for projects funded and monitored by the Louisiana Housing Corporation; 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 9th day of September 2015.

Secretary

(SEAL)

LOUISIANA HOUSING CORPORATION

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

RESOLUTION

A resolution to authorize the Louisiana Housing Corporation (“LHC” or “Corporation”) to increase the amount of the Contract For Staffing Assessment/Process Improvement Services For Cohn Reznick by sixty thousand dollars (\$60,000.00); 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 the LHC staff as determined that it needs to increase its contact amount with Cohn Reznick by sixty thousand dollars (\$60,000.00).

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 increase the amount of the Contract for Staffing Assessment/Process Improvement Services for Cohn Reznick by sixty thousand dollars (\$60,000.00).

SECTION 2. The LHC Staff and/or executive counsel is directed to draft said amendment required by and consistent with the provisions of this resolution.

SECTION 3. The Chairman, Vice Chairman, Executive Director, and/or Secretary of the Corporation are hereby authorized, empowered, and directed to execute any forms and/or

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

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

And the resolution was declared adopted on this, the 9th day of September 2015.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Directors on September 9, 2015, entitled: “A resolution to authorize the Louisiana Housing Corporation (“LHC” or “Corporation”) to increase the amount of the Contract For Staffing Assessment/Process Improvement Services For Cohn Reznick by sixty thousand dollars (\$60,000.00); 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 9th day of September, 2015.

Secretary

(SEAL)

LOUISIANA HOUSING CORPORATION

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

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation (the “LHC” or “Corporation”) to issue a Request for Proposals for a Technology Plan and Services; and providing for other matters in connection therewith.

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

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

WHEREAS, the LHC Board of Directors and Staff have recognized the need for enhancement of the corporation’s technology systems, ongoing maintenance and technical support; and seeks to develop a comprehensive strategic technology plan.

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

SECTION 1: The Corporation is hereby authorized to issues a Request for Proposals for a Technical Plan and Services.

SECTION 2: The Corporation’s staff and counsel are authorized and directed to prepare such documents and agreements as may be necessary to implement the approved actions.

SECTION 3: The Chairman, Vice-Chairman, and Executive Director 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:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 9th day of September, 2015.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (the “LHC” or “Corporation”), do hereby certify that the foregoing two pages (2) constitute a true and correct copy of a resolution adopted by said Board of Directors on September 9, 2015 entitled: “A resolution authorizing the Louisiana Housing Corporation (the “LHC” or “Corporation”) to issue a Request for Proposals for a Technology Plan and Services; 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 9th day of September 2015.

Secretary

(SEAL)



LOUISIANA Housing Corporation

REQUEST FOR PROPOSALS

for

Technology Plan and Services

DATE ISSUED: SEPTEMBER 10, 2015

DEADLINE TO SUBMIT RESPONSES: OCTOBER 12, 2015

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

www.lhc.la.gov

I. General and Administrative Information

A. Background and Purpose

The Louisiana Housing Corporation (referred to as both “LHC” and the “Corporation”), hereby seeks proposals from qualified firms to provide Technology Services on an as-needed basis for current and future projects. The Corporation also seeks a qualified firm to develop a comprehensive Strategic Technology Plan designed to serve as a long term technology road map to meet the Business Objectives as outlined in the Scope of Work. It is the intent of this RFP to award multiple contracts for Technology Services and a single contract for the Strategic Technology Plan.

The source of funds for this RFP may include, but may not necessarily be limited to, Community Development Block Grant (CDBG), HOME Investment Partnership Program funds (HOME), Louisiana Housing Trust Fund (HTF), and LHC General Funds.

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

The qualified Strategic Technology Plan Proposer will allow the LHC to adopt a strategic technology improvement plan that will:

- Introduce best practices to streamline systems and processes and increase productivity;
- Improve ease of accuracy and reporting;
- Identify paperless environment solutions;
- Ensure IT system reliability and redundancy;
- Improve internal controls;
- Ensure ease and accuracy of compliance with Federal and State regulations;
- Ensure internal and external business continuity;
- Improve internal and external customer service; and
- Establish data standards and governance.

The qualified Technology Services Proposer(s) would provide necessary technical services, which would enable the LHC to:

- Protect and secure its facilities;
- Ensure the efficient operation of its data processing networks and related computer systems in its defined user community;
- Curtail the use of multiple vendors for technical support and application development;
- Improve helpdesk response time and level of service;
- Perform major system enhancements and upgrades to existing systems; and
- Minimize the spending and maximize the ROI for investment in technology.

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

RFP published and posted to LHC website	Thursday, September 10, 2015
Mandatory Pre-submittal Conference	Thursday, September 17, 2015
Deadline for submitting written inquiries	Tuesday, September 22, 2015
Deadline for LHC to respond to written inquiries from Proposers	Friday, September 25, 2015
Deadline for submitting proposals	Monday, October 12, 2015
Formal announcement of selected Proposer(s)	November 11, 2015
Contract Execution	TBD

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

DRAFT

II. Proposal Information

A. Proposal Submission

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

Louisiana Housing Corporation
ATTN: Anita M. Tillman
Re: RFP for Technology Plan and Services
2415 Quail Drive
Baton Rouge, Louisiana 70808
E-mail: atillman@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 **Monday, October 12, 2015**. Proposers should provide four (4) additional copies for a total of five (5) copies. **The cost proposal shall be submitted separately in a sealed envelope and should include one (1) original and five (5) copies.** The electronic file shall be delivered in PDF format on a USB flash drive in the same packet with the hard copies.

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

Louisiana Housing Corporation
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 Technology Plan and Services

Responses may not be delivered via facsimile transmission or other telecommunication or electronic means. Proposers assume the risk of the delivery method chosen, including delivery via private courier or the United States mail. **Please be advised that proposals arriving after the 4:00 p.m. deadline,**

whether via personal delivery, U.S. mail, Federal Express, UPS, or other comparable method of delivery, will not be accepted for any reason.

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

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

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

B. Contact Prohibitions

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

C. Questions and Answers on the RFP

Proposers may submit written questions concerning the RFP via e-mail to Anita M. Tillman, at atillman@lhc.la.gov by no later than 4:00 p.m. Central Time on Tuesday, September 22, 2015. All questions and answers shall be posted on LHC's website at www.lhc.la.gov by Friday, September 25, 2015.

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

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

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. It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

J. Withdrawal of Proposal

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

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, at 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 list of recommended vendors. The Corporation reserves the right to issue multiple contracts.

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

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

III. Scope of Work

This section summarizes the services to be provided to the LHC under the Technology Services contract(s) and it details the objective of the Strategic Technology Plan.

A. Technology Services – Areas of Service

LHC is looking for a maintenance and support program to be designed under two major categories. These categories are PREVENTIVE MAINTENANCE and AS NEEDED MAINTENANCE, to accommodate departmental computer system activities and user equipment performance. The LHC expects the proposal to define, in detail, the approach to be used in the below categories.

1. Initial Assessment
 - a. Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes and make recommendations for improving routine support criteria and reducing emergency maintenance situations. A report of this initial assessment shall be submitted by successful bidder following executed contract and each February 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.
2. Desktop Application Support
 - a. Performance of basic support functions, including the installation of PCs, laptops, PDAs, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PCs and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to LHC personnel upon request; and review of Helpdesk procedures.
3. Server and Workstation Administrative Services
 - a. Management of network and computer systems including complex applications, databases, messaging, server and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability and recoverability of the systems.
 - b. Scheduling of preventive maintenance of equipment in the areas of coverage is properly and promptly performed; maintenance of records for all Helpdesk tickets for both onsite visits and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed.
 - c. Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's and password security is documented; and support of

- software products relating to server and workstations; timely response to repair and maintenance work for the user.
4. Network Administration Services
 - a. Maintenance and support of network equipment, including switches, firewalls, routers, copiers, and other security devices is included.
 - b. Installation and maintenance of printers, scanners, network devices, etc.; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.
 - c. Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.
 - d. Maintenance of network documentation for daily, weekly, and monthly services is required.
 5. Email, Security and Backup Efforts
 - a. Maintenance of LHC email accounts using the LHC domain, adding, changing, and/or deleting LHC employee accounts as requested; maintenance of virus detection programs on user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the LHC designated person is required.
 - b. Configuration of the LHC systems to enable remote access in a secure environment with provisions for remote access administration as requested by the LHC designee is required.
 - c. Requirements for a data backup policy with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email and the like; program to restore systems and data if server and/or computers go down are required.
 6. Planning and Product Development
 - a. Engineering, planning and design services for major system enhancements and/or upgrades to existing systems including software and application development and programming; recommendations for future purchasing and technology needs, when requested or necessary.
 - b. Installation of new equipment, software, and transfer existing data when acquired, may be needed.
 7. Maintenance and Technical Support of all other Systems:
 - a. Audio/Video Systems
 - b. Security Systems
 - c. Business Systems (copiers and printers)
 - d. Enterprise Systems (HDS, HES, Yardi, ACCPAC, EBS)
 - e. Telecommunications Systems

The contract to be awarded does not obligate the LHC to purchase computer equipment, hardware devices, cabling, licenses, software, etc. from the successful vendor(s). Replacement parts are not part of this contract.

B. Strategic Technology Plan

The Louisiana Housing Corporation's goal in this RFP is to commission the development of a comprehensive strategic technology plan that will leverage the latest technologies to address the Business Objectives below. The recommended vision should identify the options for IT advancement in the adoption, implementation and use of information technology in critical areas.

Business Objectives

1. Increase efficiency and reliability of the system in order to improve employee productivity
2. Strengthen our technology architecture
3. Identify opportunities to expand functionality not being used within current business systems
4. Expand data integration between business systems, enabling collaboration between all departments and improving ease and accuracy of reporting
5. Identify paperless environment solutions
6. Ensure ease and accuracy of compliance with Federal and State regulations
7. Ensure internal and external system security and business continuity
8. Improve delivery of services to our customers through strategic enterprise technology investments
9. Implement project management disciplines and methodologies

The selected firm will work with each business area to develop a list of technology requirements ("Requirements") needed to achieve each stated business objective. The selected firm will develop a Technology Assessment Report by evaluating and assessing the existing information technology infrastructure and current ability to support the defined Requirements. Ongoing IT projects will also be included in the evaluation to make sure they are consistent with the Requirements.

The selected firm will develop practical and cost effective recommendations for each opportunity to achieve a defined Requirement. Proposed recommendations should take into consideration the economies of an integrated set of technologies. As a whole, the recommendations must identify priority projects, long term projects, implementation cost and time-frame, and alternative options.

All areas of information technology, including infrastructure and business applications, shall be evaluated for potential consolidation, modernization or replacement. Infrastructure and business applications refer to "all things technology" including, but not limited to: business applications

(internally developed or purchased), network systems, interconnecting hardware systems, computers and laptops, external network access, utility software, audio/video systems, telecommunications systems and devices (phone system, cell phone, tablets), e-mail system, imaging, system integration, and network and building security.

In addition to evaluating information technology infrastructure and business applications, the final deliverable should also address the following:

- Determine appropriate skill set and training needs of both the business and IT areas to support technological advances. Recommendations for recruiting, retaining and investing in a highly skilled workforce that responds quickly to the ever-changing technology world.
- Determine appropriate number of staff in both the business and IT areas needed to support technological advances.
- Propose best practices, suitable for LHC, to maintain an ongoing analysis of business requirements.
- Propose best practices, suitable for LHC, when evaluating new solutions to support business requirements to ensure open lines of communication and transparency between all business areas of the organization.
- Propose best practices, suitable for LHC, to use as a guide when determining how to prioritize business requirement solutions.

If and where applicable, the LHC will post additional RFP's to implement recommendations identified in the Strategic Technology Plan.

IV. Proposal Content

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

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

A. Cover Page

The following information should be included under the title "Request for Proposals for Technology Plan and Services":

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

B. Contents of Technical Proposal

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

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

3. References. Name, title, address and telephone number of three references for clients, for whom similar services have been provided, including information that references the actual services performed, number of users and length of tenure.
4. Work Plans.
 - a. Technology Services.
 1. Describe the approach to providing each area of service detailed in the Scope of Work:
 - i. Initial Assessment
 - ii. Desktop Application Support
 - iii. Server and Workstation Administrative Services
 - iv. Network Administration Services
 - v. Email, Security and Backup Efforts
 - vi. Planning
 - b. Strategic Technology Plan.
 1. Describe the approach to developing a plan that would meet the Business Objectives as described in the Scope of Work
 2. Describe the proposed timeframe to assess LHC's technology environment and business needs and to deliver a completed plan
 3. Describe which industry standards and tools will be used to execute the project
5. Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance. If default occurred, list name, address, and telephone number of the party. If no such termination occurred for default, declare it. The LHC will evaluate the facts and may, at its sole discretion, reject the proposal.
6. Scope of Work beyond the RFP that the firm provides which may be of interest to the LHC.

C. Contents of Cost Proposal

The cost of services is one of the factors that will be considered in making an award(s). The information requested in this section is required to support the reasonableness of the Proposer's fee schedule. The total annual budget for information technology services varies depending on the project and the source and availability of funding, subject to approval by the Board of Directors. The budget is tentatively allocated toward all contractors selected through this RFP.

1. Please provide a cost proposal for the services as outlined in the Scope of Work. Proposers are not required to respond to the Scope of Work as a whole. Providing a cost proposal in part is acceptable.

2. Provide an itemized breakdown of billing rates and hourly costs, a list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.
3. Please provide any other fee information applicable to the engagement that has not been previously covered that should be brought to the attention of LHC.

The LHC will NOT reimburse any expenses related to Contractor's transportation under the Contract (e.g. mileage, parking, etc.) for travel to LHC's offices.

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V. Evaluation

A. Evaluation of Proposals

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

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

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

B. Evaluation Criteria

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

1. **40%** - Work Plan
2. **30%** - Quality and Depth of Experience: Projects implemented and track record and number and size of organizations served
3. **15%** - Qualifications and experience of key personnel of Proposer who will be responsible for overseeing and performing the work
4. **15%** - Cost of requested services based on the cost proposal provided.

The LHC will negotiate a fee schedule with the chosen contractor(s) based upon both the prices submitted in response to the RFP and the Department’s own price analysis. Services will generally be procured on an as-needed basis under a task order.

VI. Contract Requirements

A. Contract Award, Negotiations and Execution

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

B. Term of Contract

The initial term of the contract shall be for a 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 Proposer's inability or unwillingness to meet these requirements as a condition of the award, may, at the sole discretion of the Corporation, be rejected and returned as nonresponsive without review.

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

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

2. *Automobile Liability*: One million dollars (\$1,000,000) combined single limit per accident, for bodily injury and property damage.
3. *Workers Compensation and Employers Liability*: Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers' Liability coverage. Liability insurance and worker's compensation insurance must be in amounts and of a scope reasonably satisfactory to the Corporation.
4. *Errors and Omissions Insurance*: Contractor shall procure and maintain insurance against the misfeasance, malfeasance, or nonfeasance (errors and omissions) of the Contractor relating to the management of the Property with limits not less than one million dollars (\$1,000,000) per occurrence and a discovery period of not less than eighteen (18) months with a deductible of not less than ten thousand dollars (\$10,000) per claim.
5. *Blanket Crime Insurance*: which includes Employee Dishonesty coverage, naming the Corporation as "Loss Payee"; and
6. *Fidelity Bond*: within limits not less than one hundred fifty thousand dollars (\$150,000) per occurrence (for those employees handling rents, receipts, petty cash, invoices, bills and other monetary transactions and documentation).

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 the 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 the 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:	_____

DRAFT

Attachment B Technology Overview

Over the past 24 months, 27 vendors have provided general goods and services such as:

- Hardware, software and licenses
- HVAC maintenance
- Web security & digital certificates
- Emergency Notification System
- Training
- Application development
- GFI and LANGuard monitoring
- Citrix tech support
- GIS Software tech support
- Systems
 - Recording systems and equipment maintenance
 - Security Systems and equipment
 - Computing systems
 - Business systems (copiers & printers)
 - Enterprise systems
 - HDS, HES, Yardi, ACCPAC, EBS
 - Telecommunications systems and service

There are eight (8) blanket service providers for:

- Wireless service
- Office phone service
- Cable and internet
- File/document storage
- Email service
- Hold music and lobby signage
- Conference call service
- Webinar service

Five (5) retail outlets are used for one-off purchases such as iPads/iPhones, other tablets and accessories, surge protectors and cables.

- Best Buy
- Apple
- Home Depot
- Office Depot
- Walmart

Attachment C Current Technology in Use by Location

Hours of Operation

The LHC is open to the public Monday to Friday 8:00 am - 4:30 pm. LHC staff work Monday-Friday between the hours of 7:00 am – 6:00 pm. LHC observes all Federal & State holidays.

LHC Main Office - 2415 Quail Dr. Baton Rouge, 70808

There are approximately 100 employees (including 7 IT staff members) at this location. This is where the IT network equipment is located.

- 12 departmental HP printer
- 1 HP P3005 – check writer printer
- 9 small HP individual printers
- 6 multifunction copiers
- 12 small Savin printers in individual offices or shared for small group
- 13 laptops
- 103 desktops
- 29 L300 thin clients
- N500 thin client
- Windows Server 2008 R2

Mid-City Field Office - 1690 North Blvd., Baton Rouge, 70802

There are approximately 14 employees at this location.

- 2 Savin multifunction printers/copiers
- 1 small Savin printer
- 1 Canon Image runner
- 2 laptops
- 6 desktops
- 8 N500 thin clients

Industriplex Training Center – 11637 Industriplex Blvd., Baton Rouge, 70127

There are approximately 21 employees at this location.

- 2 Savin multifunction printers / copiers
- HP printer
- 1 laptop
- 28 desktops
- 20 N300 thin clients

Village de Jardin Field Office – 880 Lake Forest Blvd, New Orleans

There are approximately 2 employees at this location.

- Multifunction device – Canon Image runner
- 2 laptops

LOUISIANA HOUSING CORPORATION

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

RESOLUTION

A resolution authorizing the Louisiana Housing Corporation to execute agreements for the use of Corporation owned buildings and training facilities; 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, La R.S. 40:600.91(A)(4), the Corporation may make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions pursuant to this Chapter with any federal or state governmental agency, public or private corporation, lending institution, or other entity or person; and

WHEREAS, the LHC has been approached by several organizations for the use of its training facilities and conference rooms; and

WHEREAS, the LHC has determined a need for a specific policy and guidance regarding the use of its facilities by outside entities and organizations; and,

WHEREAS the LHC had developed and drafted rental use agreements and a rental use policy. (Attachement A)

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

SECTION 1. The Board hereby authorizes the LHC to execute contract documents for the rental and use of LHC owned facilities.

SECTION 2. The LHC Appointing Authority, staff, and counsel are authorized and directed to prepare any other such documents as may be necessary to effectuate the above-referenced contracts and other documents.

SECTION 3. The Chairman, Secretary, and Appointing Authority of the Corporation are hereby authorized, empowered and directed to execute any forms and/or documents required to be executed on behalf of and in the name of the Corporation, the terms of which are to be consistent with the provisions of this resolution.

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

YEAS:

ABSTAIN:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 9th day of September 2015.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation (the “Board”), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board on September 9, 2015, entitled: “A resolution authorizing the Louisiana Housing Corporation to execute agreements for the use of Corporation owned buildings and training facilities; 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 9th day of September 2015.

Secretary

(SEAL)

INTRODUCTION

The Louisiana Housing Corporation (“LHC” or “Corporation”) operates three facilities with meeting rooms that are available for public use. Businesses or other professional organizations may schedule use of the rooms on a first-come, first-served basis.

Utilizing meeting space at the LHC does not in any way imply sponsorship of the event by the LHC Staff or its Board of Directors, nor does it constitute endorsement or agreement with the views expressed by the individual or collective participants.

POLICIES

I. ADMINISTRATION

A. MEETING ROOM POLICY

Meeting Rooms are available at all locations of the Louisiana Housing Corporation. In order to use the meeting rooms, the Renter must complete an application in accordance with the directions and guidelines outlined in this policy.

B. AVAILABILITY

Meeting rooms are currently available at the Quail Drive location, and at the Mid-City location. A weatherization training facility and a computer training center is available at the Industriplex location. Details on meeting room sizes and accommodations at each facility are identified in **Appendix A**. The assignment of a room or rooms to a group is the responsibility of LHC and will be based on availability, the group’s size and equipment needs.

Free wireless access is available at all Corporation locations.

C. REVENUE GENERATING

Use of an LHC facility for fund raising purposes shall be limited to non-profit organizations or individuals whose purpose is to provide funds for a worthy cause as determined by the Director of Operations. The facilities shall not be used for the purpose of personal or political profit or gain.

D. CANCELLATION

1. Cancellations must be made at least 48 hours prior to the scheduled meeting.
2. Cancellations for the Industriplex Training Facility must be made at least ten (10) days prior to the scheduled meeting.
3. If a room is not used within the first hour of the scheduled time (unless notified), the reservation will be cancelled and the deposit forfeited.

E. PUBLICITY ON MEETINGS

The Corporation reserves the right to review any flyers or other promotional materials that the outside group intends to issue in connection with the use of its meeting room. Upon request, copies will be supplied to the Corporation before they are issued. Groups must notify the Corporation if they are having a speaker that they are advertising in print, on radio or television, or through social

FACILITY USE POLICIES AND PROCEDURES

media. Copies of all publicity that the Renter sends in print, radio, television, or social media about any meetings held at the Corporation should be sent to:

Director of Operations
Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808
225-763-8700
jwilson@lhc.la.gov

LHC does not allow the use of the Corporation's telephone number as the Renter's point of contact when promoting the event. The Renter must provide an independent address, telephone number and/or website that guests can go to for more information. Use of the LHC logo on promotional materials is strictly prohibited.

The Renter shall include the following text in any flyers or promotional materials it issues, unless co-sponsored by the Corporation: "This event is not sponsored or conducted by the Louisiana Housing Corporation".

F. PARTNERSHIP OPPORTUNITY

LHC is always searching for new community partnerships; if interested in collaborating with the Corporation on a sponsored program, please notify the Communications Department (communications@lhc.la.gov).

G. OTHER NOTES

1. Generally, no more than one meeting per week will be scheduled for any Renter.
2. LHC reserves the right to change a scheduled meeting room if needed.
3. LHC reserves the right to cancel a confirmed reservation in the event the Corporation has a last-minute need for the room to conduct LHC business.
4. In case an emergency requires closing the Corporation, the Renter will be notified. When the Corporation reopens, reservations may be honored at a later date.

II. CONDITIONS

LHC-owned facilities are available for public use as long as the event does not infringe upon the use of the facility for which it was originally intended. All rules, regulations, and policies must be adhered to at all times. The following are some general conditions that apply to the use of all facilities:

A. APPLICATION

An application shall be completed when requesting use of a facility.

B. FEES FOR USE

The current schedule of fees is attached hereto as **Appendix B**.

Exceptions to this policy may be imposed under the following circumstances:

FACILITY USE POLICIES AND PROCEDURES

1. Additional fees may apply for meetings before or after business hours.
2. A cleaning or maintenance fee may be applicable.
3. Any additional fees incurred due to the scheduled event will be deducted from the deposit or may result in additional fees. Examples include technological, security coverage and/or damages to facilities.
4. All deposits are due seven (7) days prior to the event. The Corporation reserves the right to waive any of the conditions attached to the use of its meeting rooms, fees and charges, on a case-by- case basis.

C. REFERENCES

The Corporation reserves the right to seek and obtain documentation and references on an outside group before a reservation of the meeting room is confirmed.

D. SIGN IN

All meeting attendees are required to sign in before their meetings and sign out at the end of the meetings.

E. INSURANCE

1. When permission is granted to use a meeting room, the Renter shall be required to submit evidence that the Renter is covered by general liability (general aggregate of not less than \$1,000,000 liability and \$2,000,000 aggregate listing) and workers compensation insurance satisfactory to the Corporation and that the Corporation has been named as an additional insured with regard to the use of its meeting room.
2. Required insurance certificates must be obtained and submitted to the Corporation not less than three business days prior to the scheduled event.
3. The Louisiana Housing Corporation and its Board of Directors are not liable for any claims arising out the use of its meeting rooms by outside groups and they shall be indemnified and held harmless by the outside group applying to use a meeting room in request to any such claims.
4. The outside Renter must comply with any and all applicable laws, ordinances and regulations, and is also responsible for obtaining all state and municipal permits required for the event, if any, and shall present them to the Corporation not less than three business days prior to the scheduled event.
5. Violations of these rules shall result in cancellation of the reservation or the meeting and/or denial of future use of the facilities.
6. The Corporation reserves the right to amend, add to, modify or delete any of the provisions of this policy at any time, with or without prior notice.

F. SECURITY

LHC reserves the right to require and regulate uniformed security personnel (Baton Rouge Police, East Baton Rouge Parish Sheriff, or Vigilant Protection Security) for any function. LHC reserves the right to regulate the number of security officers required at any event, at the Renter's expense.

G. PARKING

The Renter and guests must abide by all parking ordinances, rules, and regulations governing such parking. LHC is not liable for any theft and/or damage to participant vehicles.

FACILITY USE POLICIES AND PROCEDURES

H. ALCOHOL

Possession and/or use of alcoholic beverages and controlled substances in or on Corporation properties are strictly prohibited.

I. GAMBLING

Gambling in any form is prohibited.

J. SMOKING

Smoking and use of tobacco products are prohibited in all LHC facilities. Smoking is not allowed within 25 feet of an entrance. Violations of this ordinance shall result in fines and the prohibition of further use of LHC facilities.

K. ADA REQUIREMENTS:

Federal law requires that facilities made available for public use shall comply with the Americans with Disabilities Act (ADA).

L. CODE ENFORCEMENT

Room capacities are set by Louisiana State Fire Marshall and groups must comply with stated occupancy limits for each space. Standard fire code regulations prohibit any open flames, and flammable, combustible, and hazardous materials in the Corporation.

M. VIOLATION OF POLICY

Any violation of any part or parts of these stated policies and procedures by the Renter may result in prohibited future uses of LHC facilities.

III. RESPONSIBILITIES OF RENTER

The Renter is responsible for care of the meeting rooms and will be held financially responsible for damages to facilities, furnishings, equipment or contents.

A. SIGNAGE

Building rules do not allow the posting of signage on doors or walls. Easels may be requested when the reservation is made. Corporation furniture, special equipment, audiovisual and public address equipment and systems must be scheduled in advance.

B. CUSTODIAL CARE

The Renter must leave the meeting rooms in the same manner in which it was provided. The Renter must remove any clutter and trash caused by its activities. Trash containers and/or trash bags will be made available. The Renter will be responsible for any costs arising out of damage or loss during use. The Renter is prohibited from moving the temporary walls.

C. REFRESHMENTS

All refreshments must be consumed in the atrium or the multi-purpose room at the Quail Drive location.

D. STORAGE

The Corporation does not provide storage space for Renters.

PROCEDURES

I. APPLICATION PROCESSING:

The following procedures shall apply when requesting the use of a facility:

A. INITIAL CONTACT:

Interested parties may contact the Operations Department for an application or download the application from www.lhc.la.gov. On the application, the Renter will provide the name of one person who will serve as the liaison to the Corporation. All information from the Corporation will be sent to that person. Only the liaison and contact persons of the organization listed on the Renter's application are allowed to reserve LHC meeting rooms. If the liaison or contact person of the Renter changes; please notify the Operations Department at 225-763-8700.

B. STEP BY STEP PROCEDURES:

1. The application and Statement of Agreement can be downloaded from the website (www.lhc.la.gov), requested by email (facilitymanagment@lhc.la.gov), telephone (225-763-8700) or by mail (2415 Quail Drive Baton Rouge, LA 70816).
2. The Renter completes the application and Statement of Agreement and returns to the Director of Operations by email or in person.
3. After receipt of the application, the Director of Operations may require additional information from the Renter to assist in identifying an appropriate facility. The Renter will be contacted for additional information as needed and the facility that best suits the needs will be identified.
4. The Director of Operations will review the application and will notify the Renter within three business days of approval/disapproval.
5. If approved, copies of the application and Statement of Agreement are returned to the Renter who must immediately pay all fees and deposits within five business days. Fees and deposits are to be payable to the "Louisiana Housing Corporation" and mailed to the Louisiana Housing Corporation, Attn: Director of Operations, 2415 Quail Drive, Baton Rouge, LA 70808.
6. A return of the deposit, if any, is made to the Renter provided that all of the conditions of the Agreement were met and the facility is left in good condition.

II. ADA REQUIREMENTS:

If you require special services or accommodations, please contact the Operations Department at 225-763-8700 or facilitymanagement@lhc.la.gov.



Office Use Only

Rental #

Louisiana Housing Corporation Facility Rental/Application

APPLICANT INFORMATION					
Organization Name:					
Mailing Address City, State, Zip:					
Primary Contact: (Name/Title)			Secondary Contract: (Name/Title)		
Phone:	Cell Phone:		Phone:	Cell Phone:	
Fax:	Email:		Fax:	Email:	
Organization/ Event Website:			Non-Profit 501(c)(3): <input type="checkbox"/> YES <input type="checkbox"/> NO		
			Non-Profit ID#	_____	
EVENT INFORMATION					
Event Name:					
Type: (Check all that apply)	<input type="checkbox"/> Facility Rental <input type="checkbox"/> Private Event	<input type="checkbox"/> Public Event <input type="checkbox"/> Meeting	<input type="checkbox"/> Conference <input type="checkbox"/> Meeting	<input type="checkbox"/> Program: <input type="checkbox"/> Other:	
Event Description: Please describe your event in detail (Use a separate page if necessary)					
Site Requested: (Indicate specific facility and/or room(s))					
Event Date(s): (Date/Times OPEN to attendees)	Start Day/Date:	End Day/Date:	Event Hours:	Starts:	Ends:
Setup/Take Down Dates:	Start Day/Date:	End Day/Date:	Setup/ Take Down Times	Starts:	Ends:
Event Size:	# of Staff/Volunteers:		# of Attendees:		

EVENT INFORMATION CONTINUED

If you are partnering with an outside vendor, please indicate which company you are working with and include contact and emergency numbers for the vendor(s).

Is this event open to the public or private event? Public Private

If open to the public, please check all methods by which the event is advertised: TV Radio Internet Billboards Posters Newspaper
Other: _____

Do you plan to provide food at your event? Yes No Name of Caterer: _____

Special Note: Only light refreshments may be served, such as cookies, sandwiches, sack lunches, coffee, tea and soft drinks.

STAFF & SECURITY

LHC reserves the right to require and regulate uniformed security personnel (Baton Rouge Police Department, East Baton Rouge Parish Sheriff's, or Vigilant Protection Security) for any function. LHC also reserves the right to regulate the number of security officers required at any event. The applicant shall provide security personnel at the applicant's expense.

Security needed? Yes No

NO DRUGS, ALCOHOL OR WEAPONS

Drugs and Alcohol use on the Louisiana Housing Corporation's properties is strictly prohibited. It is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance or illegal drugs on LHC property. Violators will be prosecuted to the fullest extent of the law. Additionally, the possession or use of weapons inside the facilities is also prohibited.

HOLD HARMLESS

I, the undersigned, having read and being in full agreement with the above conditions, will comply with all policies and ordinances of the State of Louisiana and the Louisiana Housing Corporation. I also will assume responsibility for any damages to the property or equipment thereof, and will pay a fair price, determined by LHC, for said damages. I do hereby waive, absolve, indemnify, and agree to hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

I certify that the information that we have provided on this application is true and accurate to the best of my knowledge. I certify that I am aware and read the Facility Rental Policy and will adhere to the guidelines as written. If our plans change, we will submit a revised application accordingly to LHC.

Primary Contact Signature	Primary Contact Printed Name
Title	Date

Original to: Louisiana Housing Corporation
c/o Operation Department
2415 Quail Drive
Baton Rouge, LA 70808

May send via email/ fax in addition to:
Fax: 225-763-8739
Email: FacilityManagement@lhc.la.gov

Meeting Room Capacities-Appendix A

Main Location

2415 Quail Drive
Baton Rouge, LA 70808
(225)763-8700

Business Hours: Monday - Friday, 8:00 am – 4:30 pm

BOARDROOM



V. Jean Butler Boardroom

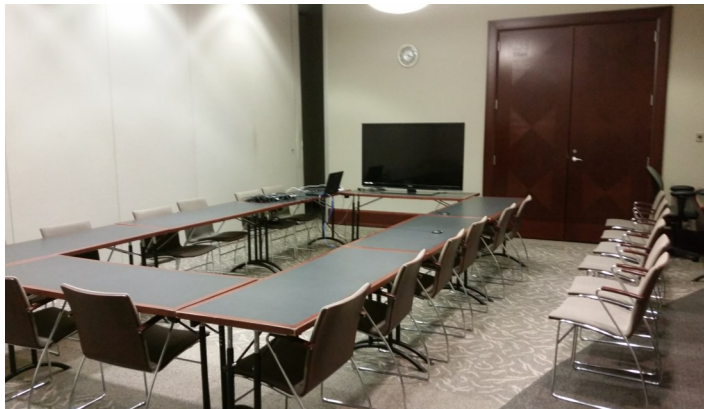
Large meeting room which accommodates 115 people (70 classroom style)

Adjacent Multi-Purpose room contains a refrigerator/freezer, ice machine, microwave oven, and sink.

A/V Equipment Available

Projection system	Dual projection screens	Computer access
Podium	Microphones	Surround sound

COMMITTEE 1



Committee Room 1

Can accommodate 30 people (15 Classroom style)

A/V Equipment Available

Computer access	55" projection screen	Conference telephone
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COMMITTEE 2



Committee Room 2

Can accommodate 40 people (20 Classroom style)

A/V Equipment Available

Computer access	55" projection screen	Conference telephone
-----------------	-----------------------	----------------------

Appendix A Meeting Room Capacities

Main Location

2415 Quail Drive
Baton Rouge, LA 70808
(225)763-8700

Business Hours: Monday - Friday, 8:00 am – 4:30 pm

MULTI-PURPOSE



Multi-Purpose Room

Conference room style sitting that can accommodate up to 25 people; informal sitting also available.

Room contains a refrigerator/freezer, ice machine, microwave oven, and sink.

A/V Equipment Available– NONE

Mid City Gardens

1690 North Blvd
Baton Rouge, LA 70802
(225)763-8700

Business Hours: Monday - Friday, 8:00 am – 4:30 pm

MID-CITY GARDENS



Mid-City Gardens

This nontraditional room is set up for groups to meet in comfortable, soft seating, around coffee tables instead of conference tables. Maximum capacity for this space is 50 people.

A/V Equipment Available– NONE

Appendix A Meeting Room Capacities

Industriplex
11637 Industriplex Blvd
Baton Rouge, LA 70809
(225)763-8700

Business Hours: Monday - Friday, 8:00 am – 4:30 pm

CLASSROOM



Technology Classroom

Can accommodate 20 people, plus computer station for instructor.

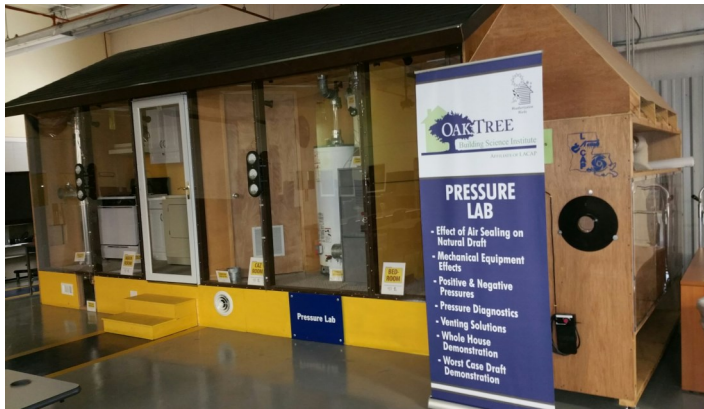
A/V Equipment Available

SMART Board

20 workstations

Whiteboard

TRAINING FACILITY



Weatherization Training Facility

Can accommodate 14 people; please see Weatherization Training Facility Brochure for extended list of amenities.

A/V Equipment Available

Technology Classroom

Computer Lab

Diagnostic Cabins

Attic Demo

Insulation House

Combustion Lab



**Louisiana Housing Corporation
Meeting Room Rental Fees**

Main Location-Quail Drive				
	Non-Profit Half Day	Non-Profit Full Day	For Profit Half Day	For Profit Full Day
V. Jean Butler Boardroom	\$720	\$900	\$800	\$1000
Committee Room 1	\$200	\$240	\$200	\$250
Committee Room 2	\$240	\$300	\$280	\$350
Combined Committee 1 & 2	\$440	\$540	\$480	\$600
Multi-Purpose Room	\$200 (separate use only)			
Mid-City Atrium				
	\$150			
Industriplex				
	Non-Profit Half Day	Non-Profit Full Day	For Profit Half Day	For Profit Full Day
Technology Classroom	n/a	\$200	n/a	\$300
Weatherization Training Facility	n/a	\$500	n/a	\$600
ADDITIONAL FEES:				
Deposit-Litter-Damage	\$300.00			
Staffing (per request)	\$30.00 per hour (security)			
	\$25.00 per hour (ongoing IT support, if needed, during the event)			

Please note:

- All non-profits must provide proof of IRS 501(c)3 status
- Half Day is considered 4 hours or less
- Prices are based on room capacity multiplied by the following:
 - \$7.82 per person (non-profit)
 - \$8.91 per person (for profit)

PURPOSE

The intended accomplishments and benefits include:

- Development of internal policies and procedures where none exist;
- Consistent application of those policies and procedures;

POLICIES

I. ADMINISTRATION

A. Coordination

The Chief Administrative Officer (CAO) shall appoint the Director of Operations who shall be responsible for receiving applications, collecting fees and deposits, and coordinating the use of all LHC-owned facilities. Upon approval of these policies and procedures by the Appointing Authority of Louisiana Housing Corporation, the Director of Operations is hereby authorized to execute all agreements and documents necessary and as described herein to carry out the intent of the policies and procedures.

The Director of Operations shall be responsible for the following activities related to the specific facilities:

1. Receiving and processing applications;
2. Maintaining all central files on the use of the facilities;
3. Maintaining user fee/deposit information (all fees and deposits shall be submitted to the LHC Finance Department); and
4. Receiving follow-up inspections/reports describing the condition of the facilities after use, completion of a release form relieving the user of any liabilities, and determining what portion, if any, of the deposit should be returned as warranted.

B. Reporting

The Director of Operations shall prepare a quarterly report for the CAO summarizing the use of all facilities used during the quarter, revenue generated, problems encountered, and changes which are recommended to be made in these policies and procedures.

C. Supplemental Staff

Some procedures identified will include other departments such as Accounting and Information Technology. Summary of some of the duties are as follows:

1. Accounting - Depositing of any monies received for the purpose of facility rental and refunding deposits post event.
2. Information Technology - Set up of any equipment requested by the renter.

PROCEDURES

The following procedures are to be used in conjunction with the LHC Facility Use Policy and Procedures.

A. Application Submittal

1. The completed application shall be submitted to the Director of Operations by the applicant for review and approval. Approval/disapproval usually takes three working days or less.
2. The user is notified of approval/disapproval. If approved, copies of the application and Statement of Agreement are returned to the user who must immediately pay all fees and deposits.

B. Fees and Deposits

1. Fees and deposits are to be paid to LHC, Attn: Director of Operations who will log receipt of the payment.
2. The Director of Operations will forward all fees and deposits to the Accounting department for further processing.
3. After all financial obligations are met; the Director of Operations will notify the applicant that the facility is available for use. Notice to the applicant will be the signed "Use of Facilities Statement of Agreement and payment receipt.

C. Scheduling Event

1. The Director of Operations will schedule the event on behalf of the applicant using LHC's Resource Scheduling protocol.
2. In the event additional security is required (or requested), the Director of Operations will arrange services as needed.

D. Post Inspection

1. A post inspection is completed by the Director of Operations or his/her designee to ensure that the facility was left in satisfactory condition. If the facility has not been left in satisfactory condition, the Director of Operations will notify the applicant of such and the deposit will be forfeited.
2. A return of deposit, if any, is made to the user provided all the conditions of the Agreement were met and the facility is left in good condition.

**LOUISIANA HOUSING CORPORATION
USE OF FACILITIES STATEMENT OF AGREEMENT**

This Agreement, made and entered into this the ____ day of _____, 20__, by and between the Louisiana Housing Corporation, (hereinafter referred to as "LHC") and _____ (hereinafter referred to as the "Renter").

Whereas the Renter desires to utilize and/or occupy the facility of LHC known as _____ and located at _____ for the period beginning the ____ day of _____, 20__ at ____ (a.m./p.m.) and ending the ____ day of _____, 20__ at ____ (a.m./p.m.); Now therefore, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do agree as follows:

1.

LHC agrees to allow the Renter to use said LHC facility for the purpose(s) of _____

2.

For the purposes of this agreement, the contact person for the Renter shall be _____ whose phone number and address is _____. The contact for LHC shall be _____ whose phone # and address is _____.

3.

Renter agrees to pay all applicable fees and deposits as described in Appendix B of the Facility Rental Policy.

4.

Renter agrees to prohibit the conduct of illegal activities on the premises of the facility during the period of this agreement. Renter agrees to maintain orderly conduct and promote proper and lawful use of the facility/property. Failure on behalf of the Renter to abide by the laws of the State of Louisiana and policies of LHC may result in this Agreement being voided immediately and the Renter being required to leave the premises upon immediate notice by LHC.

5.

The Renter agrees to pay for all repairs resulting from any damage to the premises during this agreement period.

6.

Renter agrees to comply with all requirements of LHC policies and procedures for the use of LHC facilities as attached and made a part of this Agreement.

7.

Renter agrees to indemnify, protect, and hold harmless LHC, its Directors, officers, officials, employees, agents, and servants from any and all claims, demands, actions, suits, damages, loss and expenses of whatever kind or nature to any person or to any property arising out of or in connection with the Agreement herein for the utilization of said facility and to pay for any costs associated with the above resulting from the use of the facility by the Renter.

8.

The Renter shall purchase and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Renter, its agents, representatives, or employees. The minimum scope and limits of insurance to be purchased and maintained are as follows:

1. **Workers Compensation.** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of five hundred thousand dollars (\$500,000) per accident/per disease/per employee.
2. **Commercial General Liability.** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of one million dollars (\$1,000,000) and a minimum general aggregate of two million dollars (\$2,000,000). The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

9.

Other: _____

AGREED:

Renter

Louisiana Housing Corporation

SIGNED BY: _____

SIGNED BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

LOUISIANA HOUSING CORPORATIAON

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

RESOLUTION

A resolution to authorize the Louisiana Housing Corporation (“LHC” or “Corporation”) to implement Layoff Avoidance Measures in the form of a Retirement Incentive and Withholding Performance Adjustments for All Employees; and providing for other matters in connection therewith.

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

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

WHEREAS, the LHC is recognized as an instrumentality of the State of Louisiana and has further adopted and participates in the Louisiana State Civil Service System; and

WHEREAS, the Executive Director of the LHC has determined that certain budgetary limitations require the implementation of cost saving measures and layoff avoidance measures to ensure the long term viability of the Corporation; and

WHEREAS, Civil Service Rule 17.9 provides the ability to provide a retirement incentive and the ability to withhold performance adjustments to all employees statewide to avoid or reduce layoffs.

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 implement a layoff avoidance measure in the form of a retirement incentive and by withholding performance adjustments to all employees statewide, pursuant to Civil Service Rule 17.9. (See Attachment A.)

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

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

And the resolution was declared adopted on this, the 9th day of September 2015.

Chairman

Secretary

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Directors of the Louisiana Housing Corporation, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Directors on September 9, 2015, entitled: “A resolution to authorize the Louisiana Housing Corporation (“LHC” or “Corporation”) to implement Layoff Avoidance Measures in the form of a Retirement Incentive and Withholding Performance Adjustments for All Employees; 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 9th day of September, 2015.

Secretary

(SEAL)