



REQUEST FOR PROPOSALS

For

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

DATE ISSUED: TUESDAY, OCTOBER 27, 2015

DEADLINE TO SUBMIT RESPONSES: TUESDAY, DECEMBER 1, 2015

2415 Quail Drive * Baton Rouge, Louisiana 70808
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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 to contract with a professional consulting firm with proven expertise and understanding of the U.S. Department of Housing and Urban Development’s (“HUD”) Community Planning and Development programs as they relate to the development of an Analysis of Impediments (“AI”) to Fair Housing Choice. The State of Louisiana is a Participating Jurisdiction under HUD’s Community Development Block Grant (CDBG), Home Investment Partnership Program (“HOME”), Emergency Solutions Grants, (ESG), and Housing Opportunities for Persons with Aids, (HOPWA). The Louisiana Housing Corporation has been designated by the State to administer affordable housing programs for Louisiana, including the HOME program and various programs funded through CDBG.

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

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

The State’s current AI was completed in 2010, a copy of which can be found at: http://www.doa.la.gov/Pages/ocd/cdbg/about_lcdbg.aspx

HUD has recently approved the Louisiana 2015-2019 Consolidated Plan and 2015 Action Plan. These documents can be found at www.lhc.la.gov.

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

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

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

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

^[1] 24 CFR §570.487(b)(1)-(4).

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

B. Definitions

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

C. Important Dates and Deadlines

EVENT	Date
RFP Published and/or Posted to LHC Website	Tuesday, October 27, 2015
Deadline for Submitting Written Inquiries	Wednesday, November 4, 2015 by 4:00 p.m. Central Time
Deadline for LHC to Respond to Written Inquiries	Friday, November 13, 2015
Deadline for Submitting Responses	Tuesday, December 1, 2015 by 4:00 p.m. Central Time

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

II. Proposal Information

A. Proposal Submission

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

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

Louisiana Housing Corporation
ATTN: E. Keith Cunningham, Jr.
Re: Analysis of Impediments RFP
2415 Quail Drive
Baton Rouge, Louisiana 70808
E-mail: kcunningham@lhc.la.gov

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 Tuesday, December 1, 2015. Proposers should provide four (4) additional copies for a total of five (5) copies. **The fee offer shall be submitted separately in a sealed envelope and should include two copies.** The electronic file shall be delivered in the same packet with the hard copies. The electronic file must be in PDF format.

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

Louisiana Housing Corporation
2415 Quail Drive
Baton Rouge, LA 70808

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

Proposer Name and Address: _____
Primary Contact for Proposer: _____
Proposal for Analysis of Impediments RFP

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

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the address set forth above. LHC is not responsible for any delays caused by the Proposer’s chosen means of

proposal delivery. Additionally, Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal receipt date and time shall result in rejection of the proposal.

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

B. Contact Prohibitions

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

C. Questions and Answers on the RFP

Proposers may submit written questions concerning the RFP. Questions must be submitted via e-mail to E. Keith Cunningham, Jr., at kcunningham@lhc.la.gov by no later than 4:00 p.m. Central Time on Wednesday, November 4, 2015. All questions and answers shall be posted on LHC's website at www.lhc.la.gov by Friday, November 13, 2015.

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

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

D. Costs Incurred in Preparation of Proposal

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

E. Ownership of Offer

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

F. Offer Validity

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

G. Proprietary Information

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

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

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

H. Code of Ethics

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

I. Changes, Addenda, Withdrawal

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

J. Withdrawal of Proposal

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

K. Cancellation of RFP or Rejection of Proposals

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

L. Waiver of Administrative Informalities

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

M. Acceptance of Proposal Content

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

N. Evaluation and Selection

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

O. Written or Oral Presentations/Discussions

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

P. Contract Award and Execution

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

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

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

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

Q. Notice of Intent to Award

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

The Corporation reserves the right to make multiple awards.

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

R. Certification of OMB A-133 Compliance

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

S. Disqualification

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

III. Proposal Response Format

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

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

A. Cover Page

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

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

B. Contents of Technical Proposal

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

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

1. Introduction (Transmittal Letter)

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

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

2. **Background and Experience**

Proposers should:

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

3. **Specialized Knowledge**

Proposers should:

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

4. **Team**

Proposers should:

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

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

5. Approach

Proposers should:

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

6. Project Schedule

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

7. Other Information

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

C. Contents of Fee Offer

1. Detailed Description of Costs

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

2. Detailed Cost Breakdown

The proposer shall state their fees for producing or performing each deliverable. Deliverables listed are the minimum expected from the Contractor. The fees should be given in the form of Table A, Cost of Deliverables, below. The fees should represent the sum of all estimated labor costs (to also be set forth separately in Table B, Job Classifications and Costs), purchased materials, travel expenses, and all other related direct costs for the completion of each of the deliverables. It should also include, but not be limited to, all preparatory and progress review meetings, data processing, analysis of findings, development of draft and final reports, as well as all research presentations and interagency and related coordination activities.

Table A – Cost of Deliverables

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

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

Job Classifications and Definitions:

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

Table B – Job Classifications and Costs

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

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

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

IV. Scope of Work

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

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

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

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

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

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

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

V. Evaluation

A. Evaluation of Proposals

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

The Corporation reserves the right to consider a proposal as “non-responsive” should it believe that the respondent will be unable to perform the services requested at the level required or within the program’s budgetary and/or time restrictions.

B. Evaluation Criteria

Proposals that pass the preliminary screening and mandatory requirements review and are deemed “responsive” as set forth in paragraph A, above, will be evaluated based on information provided in the proposal.

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

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

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

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

VI. Contractual Requirements

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

A. Term of Contract

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

The continuation of the Contract will be contingent upon the allocation of funds to fulfill the requirements of the Contract or the availability of federal or other funds to fulfill such requirements. If sufficient monies are not allocated or available to provide for the continuation of the Contract, or if the amount of funds available is reduced, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date beginning of the first fiscal year for which funds are not allocated.

Either party shall have the right to cancel the Contract, with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address by certified mail. The LHC has the right to cancel the Contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the LHC.

B. Insurance Requirements

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

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived for Workers' Compensation coverage only.

1. *Contractor's Insurance*. Contractor shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of Insurance shall be filed with the LHC for approval. Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractors has been obtained and approved. If so requested, Contractor shall also submit copies of insurance policies for inspection and approval by the LHC before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty

(30) days written notice to the LHC and the policies shall so provide. Any such cancelations, expirations or changes must be consented to by the LHC, in writing.

2. *Compensation Insurance.* Before any work is commenced, Contractor shall determine and substantiate with the LHC whether Compensation Insurance will be required. If determined by the parties to be necessary, Contractor shall maintain, for the duration of the term of the Contract, Workers' Compensation Insurance for all of Contractor's employees employed on the project. In the event any work is subcontracted, Contractor shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all Subcontractors' employees, unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation statutes, Contractor shall provide for such employees, and shall further provide or cause any and all Subcontractors to provide Employers' Liability Insurance for the protection of such employees not protected by the Workers' Compensation statutes.
3. *Commercial General Liability Insurance.* Contractor shall maintain, for the duration of the term of the Contract, such Commercial General Liability Insurance which shall protect Contractor, the LHC, and any Subcontractors during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the operations contemplated under the Contract, whether such operations are performed by the Contractor or by Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability upon the LHC. Such insurance shall name the LHC as an additional insured for claims arising from or as the result of operations of the Contractor or his Subcontractors. In the absence of specific regulations, the amount of coverage shall be one million dollars (\$1,000,000) combined single limit per occurrence including bodily injury, property damage and contractual liability.
4. *Professional Liability Insurance.* Contractor shall maintain, for the duration of the term of the Contract, such Professional Liability Insurance which shall protect it, the LHC, and any Subcontractors during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by the Contractor or its Subcontractors pursuant to this Contract. In the absence of specific regulations, the amount of coverage shall be no less than five hundred thousand dollars (\$500,000) combined single limit.
5. *Licensed and Non-Licensed Motor Vehicles.* Contractor shall maintain, for the duration of the term of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operation within the terms of the Contract, unless such coverage is included in insurance elsewhere specified.
6. *Subcontractor's Insurance.* Contractor shall require that any and all Subcontractors, who are not protected under Contractor's own insurance, taken and maintain insurance of the same nature and in the same amounts as required of Contractor.

C. 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.

D. 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.

E. Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the LHC from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the LHC.

If applicable, Contractor will indemnify, defend and hold the LHC harmless, without limitation, from and against any and all damages, expenses, including reasonable attorneys fees, claims, judgments, liabilities and costs which may be finally assessed against the LHC in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the LHC shall give the Contractor:

1. Prompt written notice of any action, claim or threat of infringement suit, or other suit;
2. The opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and
3. Assistance in the defense of any such action at the expense of Contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, the LHC may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the LHC may require.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reasons or if the Contractor believes it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, to take action in the following order of precedence:

1. To procure for the LHC the right to continue using such item(s) or part(s) thereof, as applicable;
2. To modify the component so that it becomes non-infringing equipment of at least equal quality and performance;
3. To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance; or
4. If none of the foregoing is commercially reasonable, then provide monetary compensation to the LHC up to the dollar amount of the Contract.

For all other claims against Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of one hundred thousand dollars (\$100,000), the dollar amount of the Contract, or two (2) times the charges rendered by Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed upon between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The LHC may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

F. 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.

G. 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.

H. Discrimination and Compliance Provisions

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, as amended; 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 Discrimination Act of 1975; the Fair Housing Act of 1968, as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010). All other applicable provisions not mentioned are deemed inserted herein.

Contractor and its Subcontractors further agree not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by the Contractor or its Subcontractors, or failure to comply with these statutory obligations when applicable, shall be grounds for contract termination or other enforcement action.

I. Covenant Against Contingent Fees and Conflicts of Interest

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the LHC shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Contractor, or agents, Contractor, member of the governing body of Contractor or the locality in which the project is situated, or other public official who exercise or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit, which is part of this Contract.

J. LHC Furnished Resources

The LHC shall provide specific project information to Contractor necessary to complete the services anticipated under the Contract. All records, reports, documents and other material delivered or transmitted to Contractor by the LHC shall remain the property of the LHC and shall be returned by the Contractor to the LHC, upon request, at termination, expiration, or suspension of the Contract.

All records, reports, documents or other material or data, including electronic data, related to the Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services anticipated under the Contract shall become the property of the LHC, and shall, upon request, be returned by the Contractor to the LHC at termination or expiration of the Contract. Costs incurred by the

Contractor to compile and transfer information for return to the LHC shall be billed on a time and materials basis, subject to the maximum amount of the Contract. Software and other materials owned by Contractor prior to the date of the Contract and not related to the Contract shall be and remain the property of the Contractor.

K. Confidentiality of Data

All financial, statistical, personal, technical, and other data and information relating to the LHC's operation which are designated as confidential by the LHC and made available to the Contractor in order to carry out the services contemplated under the Contract, or which may become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the LHC. The identification of all such confidential data and information as well as the LHC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing by the LHC to the Contractor. If the methods and procedures employed by the Contractor for protection of Contractor's data and information are deemed by the LHC to be adequate for the protection of LHC's confidential information, such methods and procedures may be used, with the written consent of the LHC, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Contract, is obtained from other public agencies, or is rightfully obtain from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the LHC. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

L. Copyright

No materials, including, but not limited to, reports, maps or documents produced as a result of the Contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the LHC and all such rights shall belong to the LHC.

M. Code of Ethics

Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to Contractor in the performances of the services contemplated under the Contract. Contractor agrees to immediately notify the LHC if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

N. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-

assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

Contractor agrees to send each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of the Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under the Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

O. Section 109 of the Housing and Community Development Act of 1974

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 made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

P. Clean Air Act, Clean Water Act and Other Requirements

Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The LHC recognizes that Contractor is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under the Contract.

Q. Energy Efficiency

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The LHC will provide such standards and policies to Contractor as a pre-condition of this stipulation.

R. Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24.

S. Drug-Free Workplace Requirement

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 CFR Part 21. Further, in any contracts executed by and between Contractor and any third parties funded using funds under the Contract there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR Par 23.500, et seq., and 48 CFR Par 52.223-6.

T. Miscellaneous Provisions

1. *No 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.
2. *Severability.* The terms and provisions of this Contract are severable. Unless the primary purpose of this Contract would be frustrated, the invalidity or unenforceability of any term or condition of this Contract shall not affect the validity or enforceability of any other term or provision of this Contract. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Contract, and if such a provision cannot be reformed, enforce this Contract as set forth herein in the absence of such provision.

3. *Applicable Law, Remedies, and Venue.* 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.
4. *Entire Agreement.* This Contract constitutes the entire understanding of the undertakings between the Parties with respect to the subject matter hereof and thereof, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.
5. *No Authorship Presumptions.* Each of the Parties has had an opportunity to negotiate the language of the Contract in consultation with a legal contractor prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of the Contract, including but not limited to any rule of law to the effect that any provision of the Contract shall be interpreted or construed against the Party that (or whose contractor) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of the Contract and any successor to a signatory Party.
6. *Amendments, Supplements and Modifications.* The Contract may not be amended, supplemented, or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement, or modify the Contract. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.
7. *Delay or Omission.* No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under the Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.
8. *Public Communications.* Contractor shall not issue any public communications regarding the project and Contractor's activities under the Contract without the prior consent of the LHC.
9. *Provision Required By Law Deemed Inserted.* Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make sure insertion or correction.
10. *No Third Party Beneficiaries.* The Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The LHC and the Contractor are and shall remain the only parties to the Contract and the only parties with

the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind the Contract.

11. *Safety.* Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.
12. *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.