

CONTRACT
STATE OF LOUISIANA

The State of Louisiana, Division of Administration, Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095, hereinafter sometimes referred to as the "State" or "OCD", and The Compass Group Affordable Housing, LLC, 2100 Crystal Drive, Suite 675, Arlington, VA 22202-4824, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions. Contractor and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

1.0 PURPOSE.

The purpose of this Contract is to provide a service to provide expert advice/information for the Community Development Block Grant-Low Income Housing Tax Credits (CDBG-LIHTC) Program (herein referred to as the "Piggyback Program") and the Affordable Rental Program (herein referred to as the "ARP Program")

1.1 SCOPE OF SERVICES.

Contractor hereby agrees to furnish services identified in Attachment I – Scope of work as specified in Section 3.0.

1.2 COMPLETE DESCRIPTION OF SERVICES.

A full description of the scope of services is contained in the following attachments, which are made a part of this contract:

Attachment I – Scope of work

Attachment II - Contractor Personnel and Other Resources

Attachment III - State Furnished Resources

2.0 DEFINITIONS.

ARP: Affordable Rental Program Administered by the State through OCD/DRU.

PIGGYBACK PROGRAM: Community Development Block Grant-Low Income Housing Tax Credits (CDBG-LIHTC) Program Administered by the State through OCD/DRU.

PROJECT SERVICES: Denotes those functions and services to be provided by the Contractor awarded the contract.

THE STATE or OCD/DRU: Denotes the State of Louisiana by the Division of Administration, Office of Community Development/Disaster Recovery Unit (OCD/DRU).

Throughout this Contract, the following terms shall be used to designate mandatory and non-mandatory requirements:

MAY, SHOULD, CAN, OPTIONALLY: Denotes desirable, non-mandatory language.

MUST, WILL, SHALL: Denotes mandatory language; a requirement that must be met without alteration.

3.0 ADMINISTRATIVE REQUIREMENTS.

3.1 TERM OF CONTRACT.

This contract shall be for a term of three (3) years to begin on August 24, 2015 and end on August 23, 2018.

3.2 WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY.

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

3.2.1 WARRANTIES.

Warranties may be added, revised, modified, or, all of the foregoing based on the services to be provided by the Contractor.

3.2.2 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 Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users 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 the 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 State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users 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 State 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 State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) 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 State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the 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 \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the 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 State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the 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.

3.3 INSURANCE REQUIRMENTS.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. The cost of such insurance is included in the rates included in Schedule 1. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor 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 operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the

use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

MINIMUM SCOPE OF INSURANCE.

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.

Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance. Employers Liability insurance limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retentions must be declared to and approved by the Division of Administration. At the option of the Division of Administration, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions for the State of Louisiana, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES.

The Division of Administration, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the State, its officers, officials,

employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Division of Administration, its officers, officials, employees, Boards and Commissions or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY COVERAGE.

The insurer shall agree to waive all rights of subrogation against the Division of Administration, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Division of Administration.

ALL COVERAGES.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Division of Administration.

3.4 LICENSES AND PERMITS.

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to perform the Contractor's obligations under the terms of this contract.

3.5 SECURITY AND SAFETY.

Contractor's personnel and subcontractors will always comply with all security regulations in effect at the State's premises and all State provided facilities, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

3.6 TAXES.

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 54-1873351. The Contractor's DUNS # is 602946811.

3.7 CONFIDENTIALITY.

3.7.1 CONFIDENTIAL INFORMATION, GENERAL.

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

3.7.2 CONFIDENTIAL INFORMATION OF APPLICANTS.

All information (including, but not limited to, an applicant's photograph, photographic likeness, and thumb scan image) acquired by the Contractor or its subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by Contractor in its performance of this Contract.

Other than as directed in writing by the State, only Contractor's employees and subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.7.3 below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.7.3 STATE'S PROCEDURAL REQUIREMENTS.

In accordance with Section 3.7.1 above, the State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from The Road Home Database or Open Records Requests. As mutually agreed by the Parties, Contractors shall implement these policies and procedures, including revisions thereto, as well as Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3.7 and the subsections thereof. The obligations under Section 3.7 are in addition to, and not in place of, the agreements under Attachment I, Scope of Work.

3.7.4 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION.

Contractor and its subcontractors shall implement monitoring plans in accordance with Section 3.7.3 above to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. Contractor and its subcontractors shall provide State Program Manager (SPM) with immediate notification (not more than 24 hours) of Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following" successful attempts at gaining unauthorized access to Confidential Information, or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, Contractor, as well as any subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

3.7.5 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION.

Should third parties request Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, Contractor, will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via telefax to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from The Road Home Database or Open Records Requests, as promulgated or as hereafter modified by the State. Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by Contractor or its subcontractor in resisting the release of information shall constitute reimbursable expenses under this Contract.

3.7.6 SUBCONTRACT AGREEMENTS.

Contractor shall obtain agreements by all subcontractors to be bound by the terms of the provisions of Section 3.7.1 above and provide copies to OCD. In addition, those subcontractors who have a need to know Confidential Applicant Data shall be required to agree to all the terms of this Section 3.7 including all subsections thereof.

3.7.7 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES.

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, Contractor and subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

3.7.8 LIMITATIONS ON COPYING: DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE.

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. Contractor and

subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 10.0 and 31.0 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. Contractor and subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, Contractor and applicable subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by the SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

3.7.9 PROVISIONS OF SECTION 3.7 AND ALL SUBSECTIONS THEREOF SURVIVE TERMINATION OF CONTRACT.

The obligations under Section 3.7 and all subsections thereof shall survive the termination or expiration of the Contract.

4.0 TECHNICAL REQUIREMENTS.

4.1 SCOPE OF WORK.

Contractor will perform services according to the terms of this Contract and according to the Scope of work, Attachment I.

4.2 QUALITY ASSURANCE REVIEWS.

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

4.3 CONTRACTOR RESOURCES.

Contractor agrees to provide the following contract-related resources:

A. Project Director. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees and subcontractors. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Contractor may use off-site resources with the approval of the State. Individuals to be assigned by the Contractor are listed in Attachment II.

C. Personnel Changes. Contractor's Project Manager and other key personnel (as identified in Attachment II to this Contract) may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an adequately qualified replacement in time to avoid delays to the work plan, subject to the written approval of the SPM.

D. Other Resources. Contractor will provide other resources as specified in Attachment II.

4.4 STATE PROGRAM MANAGER.

State shall appoint a State Program Manager (SPM) for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

4.5 ELECTRONICALLY FORMATTED INFORMATION.

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

5.0 ACCEPTANCE OF DELIVERABLES.

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure.

5.1. GENERAL.

Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with and subject to the applicable specifications for Contractor's work in the General Scope of Work (Attachment I).

5.2. SUBMITTAL AND INITIAL REVIEW.

Upon written notification by Contractor that a Deliverable is completed and available for review, the SPM or designee, will review the Deliverable within twenty (20) business days after the Deliverable is presented to the SPM. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

5.3. NOTIFICATION OF ACCEPTANCE OR REJECTION.

If State disapproves a Deliverable, State will notify Contractor of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. Notifications will be provided through a web-based system maintained by or under the direction of the State.

5.4. RESUBMITTING CORRECTED DELIVERABLES.

With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the SPM or its designee will review such modifications. If the State disapproves that Deliverable, the State will notify Contractor of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State. Notifications will be provided through a written notice pursuant to Section 35.0 hereof, or an email to the other party at the following email addresses.

To the State:

Thomas.LaTour@la.gov

To The Contractor:

anker@compassgroup.net

cwilkins@compassgroup.net

6.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT.

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$1,000,000.

6.1 PAYMENT FOR SERVICES.

6.1.1 PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS.

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate as shown in Schedule 1, attached hereto and made part hereof. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, bill rate and description of the work provided.

Contractor staff will also be paid the appropriate hourly rate while doing authorized in-state field travel on behalf of the state under this contract. Contractor staff will be paid 50% of the appropriate hourly rate while traveling to and from Louisiana on behalf of the state under this contract. In addition Contractor will be paid for travel expenses per PPM 49 for travel authorized by the State under this contract. No other expenses will be paid under this contract.

6.1.2 STATE APPROVAL REQUIRED.

All labor categories and their respective fees are included in Schedule 1 hereto.

6.1.3 RETAINAGE.

All payments are subject to a five percent (5%) retainage. The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Payment of retained amounts will be done annually at the end of each 12 month period contingent upon the completion and acceptance of contract deliverables for that period. The release of amounts retained shall be approved by the State or its designee.

6.1.4 PROHIBITION AGAINST ADVANCE PAYMENTS.

No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

6.1.5 PENALTIES

Contractor will provide an invoice credit of \$500 per day for each day past the 5th business day that the pre-closing financial review of the due diligence materials is not provided to the state.

Contractor will provide an invoice credit of \$500 per day for each day past the 5th business day that the SPM's written or e-mail request that the initial comments over the 'cost certification' of a project is not provided to the state.

6.1.6 INVOICE ADMINISTRATION.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the contract. Payments, less the retainage, will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095. State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice.

During the execution of tasks contained in the Contract, the Contractor shall submit invoices by the tenth (10th) day of each month following the month in which the services were performed reflecting the number of work-hours expended by the Contractor in performance of the tasks. Services shall be provided in accordance with the rates set forth in Schedule 1 to the Contract.

7.0 TERMINATION.

7.1 TERMINATION FOR CAUSE.

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to this Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

7.2 TERMINATION FOR CONVENIENCE.

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date

thereof. Contractor shall be entitled to payment for deliverables in-progress, to the extent work has been performed satisfactorily.

8.0 REMEDIES FOR DEFAULT.

Any claim or controversy arising out of the contract shall be resolved by the provisions of La. R.S.39:1672.2-1672.4.

9.0 AVAILABILITY OF FUNDS.

The continuation of this contract is contingent upon the appropriation of funds by Federal Government and the State Legislature (the "Legislature") to fulfill the requirements of the contract. If either the Federal Government reduces an appropriation or the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on either the effective date of any such Federal or State action, or the date of the beginning of the first fiscal year for which funds have not been appropriated, whichever is earlier. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

10.0 OWNERSHIP OF DOCUMENTS AND STATE FURNISHED RESOURCES

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor or its subcontractors, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor.

The State will provide specific project information to Contractor necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State and shall be returned by Contractor to the State, upon request, at termination, expiration or suspension of this Contract.

The Contractor will be required, upon request by the State or under Section 12.0 – Right to Audit, to produce records, reports, documents, or other material held by the Contractor or any subcontractor related to this Contract or services provided hereunder.

11.0 NONASSIGNABILITY.

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the state. This provision shall not be construed to prohibit the contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the state.

12.0 RIGHT TO AUDIT.

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, the Division of Administration, the Office of Community Development, the Disaster Recovery Unit, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records directly pertaining to the Contract for a period of five (5) years after final contract payment or as required by applicable State and Federal law. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to a Statement of Auditing Standards (SAS) number 70 Review of the Contractor's activities performed under the Contract.

In the event that the U.S. Department of Housing and Urban Development, the HUD Inspector General, or any other Federal agency, or the State, issue findings or rulings that the amounts charged by the Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, Contractor may appeal any such finding or ruling. If such appeal is unsuccessful, the Contractor shall agree that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be ineligible or non-allowable.

Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific Project activities.

13.0 RECORD RETENTION.

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five (5) years after final payment, or as required by

State policy, law, or regulation, or applicable Federal law, regulation, or policy, including, but not limited to, HUD and CDBG regulations, since Federal funds are used to fund this contract.

14.0 AMENDMENTS IN WRITING.

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Office of State Procurement.

The State may require a written amendment to this Contract to conform the Contract to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the State may constitute, at the State's discretion, a basis for termination of this Contract for cause.

15.0 FUND USE.

Contractor will certify to the State that it will not use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

16.0 GENERAL COMPLIANCE.

The contractor will agree to comply with all applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>).

17.0 FINANCIAL MANAGEMENT.

Contractor shall agree to comply with 48 CFR § 31 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The contractor is responsible for having all subcontractors comply with 48 CFR § 31 and agree to adhere the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Contractor shall administer its program in conformance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The contractor is responsible for having all subcontractors and project sponsors administer their programs in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

18.0 DRUG-FREE WORKPLACE REQUIREMENT.

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR part 24, subpart F.

19.0 PROHIBITED ACTIVITY.

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The contractor is responsible for ensuring that all subcontractors understand and 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 nepotism activities.

20.0 NON-DISCRIMINATION.

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the 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; and 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), as well as all applicable provisions not mentioned are deemed inserted herein.

Contractor agrees not to discriminate in its employment practices, and will 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 Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

21.0 ANTI-KICKBACK CLAUSE.

Contractor agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

22.0 CLEAN AIR ACT.

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

23.0 ENERGY POLICY AND CONSERVATION ACT.

Contractor recognizes the 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 (P.L. 94-163).

24.0 CLEAN WATER ACT.

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

25.0 WAIVER OF NON-COMPETITION ENFORCEMENT.

Contractor agrees to waive enforcement of each and every contract provision it may have restraining employees of Contractor, a subcontractor under this Contract, or one or more subcontractors’ employees from employment or contracting with the State.

26.0 APPLICABLE LAW.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; standard terms and conditions; special

terms and conditions; and specifications listed in this RFP. 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.

27.0 CODE OF ETHICS.

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et. seq.*, Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

28.0 SEVERABILITY.

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without valid term, condition, or application; to this end, the terms and conditions of this Contract are declared severable.

29.0 COVENANT AGAINST CONTINGENT FEES AND CONFLICT 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 State shall have the right to annul this 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, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises 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.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor

which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

Any subcontractor that provides professional services (such as auditing services), if any, to the program shall deem the State to be within the scope of that professional relationship such that the State can rely upon the opinions and work product of the subcontractor as if the State were the direct contracting party and conflicts determinations of the subcontractor shall treat the State as if it were the client of the subcontractor.

30.0 LABOR STANDARDS AND SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING.

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The contractor is responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246 entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

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 to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of 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 Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this 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 this 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).

31.0 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.

32.0 SUBCONTRACTORS.

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. Contractor shall abide by and require all subcontractors to comply with the procurement sections of 24 C.F.R. Sections 84 and 85 to the extent they apply to the Program.

33.0 DELAY OR OMISSION.

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right, 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.

34.0 NOTICES.

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Mr. Thomas LaTour
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Contractor:

Mr. Anker Heegaard
The Compass Group, LLC
2100 Crystal Drive, Suite 675
Arlington, VA 22202-4824

(718)963-2163

anker@compassgroup.net

cwilkins@compassgroup.net

35.0 NO REFERENCE TO CONTRACT IN ADVERTISING OR PRESS RELEASES.

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State. Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

36.0 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. Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

37.0 HEADINGS.

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

38.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits or attachments specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal and other documents furnished during the proposal evaluation.

39.0 THIRD PARTY BENEFICIARIES

The terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties and is made solely and specifically for their benefit. No other person shall have the rights, interest or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

40.0 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 his 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.

41.0 NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party who (or whose counsel) 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 this Contract and any successor to a signatory Party.

42.0 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this 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.

43.0 PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this 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 any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

44.0 COMMISSIONER OF ADMINISTRATION

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP, the contract or any proposer and/or any subcontractor of a proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

45.0 COOPERATION


The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if contract is terminated and/or a lawsuit is filed. Specifically, the contractor does not have the right to limit or impede the State's right to audit or to withhold State owed documents.

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IN WITNESS THEREOF, the parties have by their duly authorized representative set their signatures.

CONTRACTOR

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION

BY: 

Name: CHARLES WILKINS

Title: MANASSIS MEMBER

Date: 8-19-15

BY: 

Name: Patrick W. Forbes

Title: Executive Director

Office of Community Development
Disaster Recovery Unit

Date: 8-20-15

Schedule 1

All invoices associated with the Contract activities shall be based upon the fees set forth below.

Labor Category - Rate

Title	Hourly Rate
Project Director	\$295
Consultant 1	\$235
Consultant 2	\$150

Contractor staff will be paid the appropriate hourly rate while doing authorized in-state field travel on behalf of the state under this contract. Contractor staff will be paid 50% of the appropriate hourly rate while traveling to and from Louisiana on behalf of the state under this contract. In addition Contractor will be paid for travel expenses per PPM 49 for travel authorized by the State under this contract. No other expenses will be paid under this contract.

ATTACHMENT I SCOPE OF WORK

1.0 INTRODUCTION.

The Louisiana Division of Administration, Office of Community Development, Disaster Recovery Unit (OCR/DRU) has solicited for specified functionality and staff augmentation in support of the Community Development Block Grant-Low Income Housing Tax Credits (CDBG-LIHTC) Program (herein referred to as the “Piggyback Program”) and the Affordable Rental Program (herein referred to as the “ARP” Program), and/or potentially expand those services to accommodate other similar programs yet to be defined, including programs occurring as a result of past and future disasters. The Piggyback, ARP and other programs are collectively known as “the Program”, and are under the direction of the State staff assigned to the Program teams within OCD/DRU.

The “Piggyback” program supports affordability for especially low-income Louisianans in properties receiving Gulf Opportunity Zone Low Income Housing Tax Credits. The Program also supports the production of three types of eligible properties through four types of funding mechanisms.

The Gustav-Ike Piggyback Program’s objective is to finance development of additional workforce rental housing in Gustav-Ike impacted areas. See Exhibit II-B for a description of the Gustav-Ike Piggyback Program.

The “ARP” program provides assistance to eligible entities for restoring and creating new affordable rental units particularly for persons of low and moderate income.

The Contractor will provide functional support to help State staff identify the services required for assuming the duties and responsibilities remaining to complete awards and funding for eligible applicants in the Program and document the ongoing business process requirements of the related programs and develop and implement a plan to transition and replace program operations from the current contractor (Compass) to Contractor. As directed by OCD/DRU, Contractor will also assist OCD/DRU in developing and implementing future funding initiatives, if any. Contractor will work with legal counsel at OCD’s direction.

The Contractor shall provide qualified staff to perform the services.

2.0 DESCRIPTION OF TASKS OR SERVICES.

The services to be performed are defined in this Scope of work.

3.0 SCOPE OF WORK.

The Contractor for the Program will be responsible to provide, either directly or by use of subcontractors, the following functional support:

- 1. Funding Application Review -- on an as-requested basis.**
 - 1.1. Program design based on need and available resources, including consultation with governmental and non-governmental stakeholders. This includes existing programs / funding rounds as well as potential future programs / funding rounds.
 - 1.2. Planning and implementation, including design of application materials, design of application review processes, , and training of reviewers. Includes support to OCD-DRU in presentations to developers and other stakeholders as requested.
 - 1.3. Review of applications, including draft deficiency letters, sponsor responses to draft deficiency letters, and scoring and evaluation of applications.
 - 1.4. Information support to OCD-DRU, to maintain comprehensive information on applications and awards.
 - 1.5. Support to OCD-DRU Loan Committee or other approving body, including preparation of draft award letters for OCD-DRU review and approval.
 - 1.6. Training and technical assistance for OCD-DRU staff and other contractors.
 - 1.7. Other tasks as directed by OCD-DRU.

- 2. Pre-Closing Financial and Compliance Review – as awarded projects approach closing.**
 - 2.1. Evaluate the overall capability of the proposed Key Principal(s) through review of financial statements.
 - 2.2. Attendance in conference calls and meetings as needed, to support OCD-DRU in discussions and negotiations of project-specific issues.
 - 2.3. Analysis of developer / stakeholder proposals and concerns.
 - 2.4. Training and technical assistance for OCD-DRU staff and other contractors.
 - 2.5. Evaluate projects for compliance with 24 CFR part 35 (Lead Based Paint).
 - 2.6. Evaluate projects for compliance with the Uniform Relocation Act (URA)
 - 2.7. Other tasks as directed by OCD-DRU.

- 3. Post-Completion Financial Review – on an as-requested basis.**
 - 3.1. Develop policy and procedure materials as needed, for OCD-DRU review and approval.
 - 3.2. Review sponsor's Cost Certification package.
 - 3.3. Prepare draft post-completion Subsidy Layering Review for OCD-DRU discussion and approval.

- 3.4. Recommendation regarding any adjustments to the Gap Financing Loan Amount based on the draft Subsidy Layering Review, for OCD-DRU discussion and approval.
- 3.5. Discussions with sponsor as needed, regarding the transition from construction to asset management (e.g., proper setup of project operating accounts and project accounting for Surplus Cash).
- 3.6. Training and technical assistance for OCD-DRU staff and other contractors.
- 3.7. Other tasks as directed by OCD-DRU.

4. Asset Management Support.

- 4.1. Develop policy and procedure materials as needed, for OCD-DRU review and approval.
- 4.2. For projects with Gap Financing Loans, as Audited Financial Statements are received by OCD-DRU:
 - 4.2.1. Review sponsors' annual Audited Financial Statements.
 - 4.2.2. Discussions with sponsor as needed.
 - 4.2.3. Prepare draft Surplus Cash Analysis, for OCD-DRU discussion and approval.
 - 4.2.4. Recommendation regarding any adjustment to the sponsor's proposed Gap Financing Loan payment, for OCD-DRU discussion and approval.
- 4.3. For projects with Gap Financing Loans, on an as-requested basis, evaluate potential Gap Financing Loan compliance issues, for OCD-DRU discussion and approval.
- 4.4. For projects with Operating Deficit Loan Program funding, with respect to the three year Funding Period, as Audited Financial Statements are received by OCD-DRU:
 - 4.4.1. Review sponsors' annual Audited Financial Statements.
 - 4.4.2. Discussions with sponsor as needed.
 - 4.4.3. Prepare OCLP Funding recommendation, for OCD-DRU discussion and approval.
- 4.5. For projects with ODLP funding, on an as-requested basis, evaluate potential ODLP compliance issues, for OCD-DRU discussion and approval.
- 4.6. For projects with PBRA funding, on an as-requested basis
 - 4.6.1. Discussions with OCD-DRU and/or OCD-DRU's PBRA support contractor as needed.
 - 4.6.2. Evaluate potential PBRA compliance issues, for OCD-DRU discussion and approval.
- 4.7. Information support to OCD-DRU, to maintain comprehensive information on projects with LRA-OCD financing.
- 4.8. Training and technical assistance for OCD-DRU staff and other contractors.
- 4.9. Other tasks as directed by OCD-DRU.

5. Other functions as requested by OCD-DRU.

- 5.1. In the event the State determines future funding initiatives, if any, should be developed and implemented, this Scope of work may be amended by mutual agreement by the parties.
- 5.2. Other tasks as directed by OCD-DRU.

4.0 PERFORMANCE MEASURES AND MONITORING PLAN.

4.1 PERFORMANCE MEASUREMENT PLAN.

The State and the Contractor will by written Performance Measurement Plans provide for monetary performance penalties as provided in section 6.1.5 of this Contract.

5.0 DELIVERABLES.

Contractor shall provide all deliverables. The Contractor shall also provide and maintain throughout the term of the contract :

Proof of insurance in accordance with Section 3.3 to SPM within ten (10) days of the final executed contract.

Proof of professional liability insurance for the contract's professional service providers before the commencement of work.

**ATTACHMENT II
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL.

The following individuals shall be assigned to the project in the capacities set forth below:

Name	Labor Category	Company
Key Personnel who are personnel expected to carry out most day-to-day tasks:		
NAME		COMPANY
Anker Heegaard	Project Director	Compass
Charles Wilkins	Consultant 1	Compass
Robin Dunnington	Consultant 1	Compass

2.0 NETWORK CONNECTIVITY.

Any contractor-provided workstations or devices to be connected to the state's network must comply with state network and security standards which will be supplied by the State at the time of any necessary connection Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the state network. All hardware and software must be reviewed before it is used on the local area network, and shall be made operable on the local area network with written approval of the state.

3.0 CHANGES IN PERSONNEL.

Substitutions or additions to qualified personnel may be approved by the State Program Manager without need for an amendment to this contract; however, no substitution or addition shall be made without prior written approval from the SPM.

**ATTACHMENT III
STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

1.0 STATE PROGRAM MANAGER.

The State Program Manager appointed by the State as described in Section 4.4 is currently Thomas LaTour.

1st AMENDMENT TO:

RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT
2017 OCT 18 AM 8:59
DISASTER RECOVERY UNIT

PO # 2000130826
AMENDMENT # 1

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

THE COMPASS GROUP AFFORDABLE HOUSING, LLC

EFFECTIVE September 1, 2017

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 13, Section 6.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$1,000,000.

CHANGE AGREEMENT TO:

Page 13, Section 6.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$1,444,000.

REASON FOR CHANGE:

To increase the contract maximum fee by \$444,000 to provide for continued service due to the additional services needed for programs associated with the Severe Storms and Flooding of 2016.

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RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT
2017 OCT 24 PM 1:09
DISASTER RECOVERY UNIT

