

STATE OF LOUISIANA**CONTRACT****PO# 2000796084**

Be it known, that effective upon approval by the Office of State Procurement the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as "OCD" or the "State" or "Agency", and Hunt, Guillot & Associates, LLC, 9357 Interline Ave., Baton Rouge, LA 70809, hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

1 GENERAL AND ADMINISTRATIVE INFORMATION

This agreement addresses implementation and administration services needed to support the Louisiana Program (hereinafter referred to as "Program"). In addition to the Program, services may also be expanded to accommodate the Watershed Initiative, other existing disaster recovery programs and resiliency/mitigation program which OCD administers or is a stakeholder and/or other disaster recovery programs and other state or state or federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The programs are collectively known as the "Program".

2 SCOPE OF WORK

Contractor hereby agrees to furnish services to State as specified in the Scope of Services, Attachment I. All work performed under the Contract must be authorized by the State Program Manager. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I: Statement of Work

Attachment II: Price Schedule

Attachment III: Insurance Requirements

Attachment IV: Clauses Applicable to Federal Emergency Management Agency (FEMA) Funded Services

Attachment V: Contract Rider / Federal Compliance Provisions / U.S. Treasury Funded Activities

NOTE: Attachment IV is applicable only to services performed in connection with projects, which are funded by FEMA, To the extent that Attachment IV contradicts or is broader than existing language in the Contract, Attachment IV will prevail in connection with FEMA funded services.

NOTE: Attachment V is applicable only to services performed in connection with projects which are funded by U.S. Treasury. To the extent that Attachment IV contradicts or is broader than existing language in the contract, Attachment V will prevail in connection with U.S. Treasury funded services.

Attachment VI: Service Level Deliverables and Performance Measures

NOTE: The Contractor may not be the exclusive provider of any of the tasks in Attachment I. The Contractor will provide Program Management tasks as assigned by task order from the State Program Manager (SPM). There is no guarantee of any quantity of work and the Contractor may only be assigned services for a portion of the Program applicants.

2.1 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. Provide Program services to meet the OCD's business requirements.
2. Provide operations management and application processing functions for the Program.
3. Provide long-term compliance and monitoring of completed Program applications.
4. Provide timely response to ongoing Program services requirements, including Action Plan modifications on short notice. Such responses should result in the rapid problem solving following known and established processes.
5. Provide comprehensive and proactive quality assurance and quality control functions.
6. Provide management of Subcontractors, if any.
7. Establishment of processes and procedures to close out and/or transition the Program as necessary.

2.2 PERFORMANCE MEASURES

The performance of this Contract will be measured by the SPM, who is authorized on behalf of the State to evaluate the Contractor's performance against the criteria in Attachment I and any communications from the SPM.

2.3 MONITORING PLAN

The State Program Manager, or designees, will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The monitoring plan is as follows:

1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in Attachment I and any directions from the State Program Manager.
2. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion. The SPM will be responsible for review and acceptance of deliverables.
3. The SPM will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

2.4 DELIVERABLES

See Attachment I: Scope of Work

2.5 SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

This Contract shall begin on November 1, 2023 and shall end on October 31, 2026 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for 24 months at the same prices, terms, and conditions. Total contract time may not exceed 60 months.

Prior to the extension of the contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the 3-year term.

3.2 STATE FURNISHED RESOURCES

Currently the primary Program operations facility is located at 11000 Mead Rd, Baton Rouge, Louisiana. This facility is approximately 29,000 square feet.

A Grant Management System (the system of record and the program application used for processing applicants during the application and construction process through final file review and closure) will be provided and hosted by the State. (The State may consider other software systems of record offered by the Proposer and will evaluate them based on their capability and complete functionality. Other options can only be considered when the State has the ability to procure the software, license, hosting, etc. independent of the contract(s) resulting from this RFP.) The Contractor shall provide design documentation along with functional and business requirements to the State for any customization required for the grant management system provided by the State to perform the services of this contract. Upon State's approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of 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 for the Contractor's performance under this Contract.

Contractor shall be required to immediately notify the SPM in writing of circumstances where the nature or quantity of any resource provided under this section, or the failure of the State to provide resources required under this section, is preventing the performance of Contractor's obligations under this Contract. In the event that Contractor fails to provide such notice to the SPM, the Contractor may not base any delay or lack of performance under this Contract on the nature or quantity of resources provided under this Section or failure to provide required resources.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of the Contract.

Any end-user facing equipment (such as tablets or PC's), software, personnel in support of that equipment (i.e. Helpdesk), and any network connectivity to the end user facing equipment may be the responsibility of the Contractor. This will include any network equipment required to establish network connectivity via full peer-to-peer VPN tunnel connecting back to the State provided hosting environment (split tunnels will be strictly prohibited).

For facilities provided by the State, the Contractor may be required to provide desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for all staff and other non-Contractor personnel assigned by OCD at the location. Accordingly, the selected Contractor is expected to make full use of all available equipment prior to requesting additional equipment. Requests for additional equipment and supplies require Contractor's justification and State approval. Contractor expenses to provide any support services requested by OCD will be paid in accordance with Section 5.3, Other Direct Cost (ODC), subject to the conditions governing the payment of ODC expenses

All devices, software subscriptions and software, except wireless communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work, shall be furnished by the Contractor as an ODC in compliance with all OTS standards and policies. This applies to personal computer workstations, laptop computers, LAN equipment, multi-function devices and telephones.

Contractor will be responsible for providing its own office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.) at its own cost.

Use of State Property

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound

management practices, to ensure that the property will be returned to the State in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State all property of the State prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

3.3 LICENSES AND PERMITS

The Contractor shall secure and maintain any and all licenses and permits required by law, as well as pay inspection fees required to perform the work required to complete this Contract.

3.4 SECURITY

Contractor's personnel and subcontractors shall comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. Where special security precautions are warranted (e.g. correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/oa/ots/about-us/infosec/>.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below.
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

3.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this contract without penalty and to proceed with alternate arrangements should

the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) business days of such notification.

4 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, 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 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.

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 OCD. 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. Under no circumstance shall the Contractor discuss and/or release information without prior express written approval of OCD.

The obligations under Section 4 and its Subsections shall survive the termination or expiration of the Contract.

4.1 CONFIDENTIAL INFORMATION OF APPLICANTS

All information (including, but not limited to, an applicant's photograph or photographic likeness) 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 the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 4.2 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.

4.2 STATE'S PROCEDURAL REQUIREMENTS

The State has provided to the Contractor: the State Information Security Policy for Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the 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 use. The 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, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 4 and the Subsections thereof. The obligations under Section 4 are in addition to, and not in place of, the items outlined under Attachment I, Scope of Work.

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

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide the State Program Manager (SPM) with immediate notification (not more than 24 hours) of the 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, the 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.

4.4 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will

notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile 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 OCD Homeowner Databases or Open Records Requests, as promulgated or as hereafter modified by the State. The 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 the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

4.5 SUBCONTRACT AGREEMENTS

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 4 and its Subsections. OCD shall be provided copies of such Subcontractor agreements upon request.

4.6 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, the 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.

4.7 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. The 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 Section 31 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. The 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, the 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 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.

5 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The Contractor will not be paid more than the maximum amount of the contract. In consideration of the services required by this contract, including all legal and limited legal services, State hereby agrees to pay to Contractor a maximum amount of \$95,530,825. The maximum amount of legal services, including limited legal services, to be paid under this Contract shall not exceed \$250,000.

5.1 PAYMENT TERMS

Contractor may submit invoices, not more frequently than biweekly, in accordance with the rate schedules provided in Attachment II. It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the expiration of the sixty (60) days. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late. Payments are predicated upon successful completion and approval by the State of the described tasks and deliverables as provided in the Contract and any communications from the State Program Manager. Payments will be made to the Contractor after acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice. The Contractor shall submit its request to OCD on an invoice form as approved by the OCD. The Contractor shall transmit the invoice and required supporting documentation, as defined by the OCD, to the SPM, as designated within the contract. Payment will be made only on approval of the State Program Manager or designee and the OCD Finance Manager, or designee.

Invoices shall be submitted to Office of Community Development via email to OCDFinance@la.gov.

Contractor shall notify the SPM in writing when seventy-five percent (75%) of the maximum contract amount has been expended.

5.1.1. Late Payments

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202. The parties recognize that as the activities on this Contract are funded through federal funds, the provisions of LSA R.S. 39:1695 are expressly waived.

5.1.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

5.1.3. Payments for Services Provided on an Hourly Rate Basis

Payment for services performed on an hourly rate basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor category, hours worked, function, bill rate, description of the work provided, timesheets and such other information as determined by the SPM. All billings for legal services rendered shall be submitted in compliance with LSA - R.S. 39:1618, shall not contain any billing for tort litigation, be

approved by the Division of Administration and shall be in accordance with PPM 50. The OCD and Contractor acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of Contractor related to the legal services under this Contract. The OCD and Contractor further agree that Contractor will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Contractor related to legal services under this Contract. All hourly rates shall be fully burdened and include all travel and Program expenses.

5.1.4. Payment for Services Provided on a Unit Price

Payment for services performed on a unit price basis will be made on the basis of invoices submitted to the State documenting the number of unit price tasks performed, the number of homes for which certificates of occupancy have been issued multiplied by the applicable unit price per task. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized bill rate, the applicant for which the services were provided, date provided, etc.

The price for each unit service shall be fully burdened and include and include all labor, travel and project expenses to provide the service.

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST.

5.1.5. Payment for Other Direct Costs

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the Contract as described in Section 4.3. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other "mark-up" to the ODC.

5.2 RETAINAGE

All payments are subject to a ten percent (10%) retainage excluding Other Direct Costs (ODC) and title policies. The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Twenty-five percent (25%) of the existing retainage balance will be released at the end of each Contract year. Final payment of all retained amounts will be contingent upon the completion and acceptance of all Contract deliverables, which may extend beyond the contract period, or as agreed upon by the State and the Contractor. The release of amounts retained will be made upon approval of the SPM.

5.3 OTHER DIRECT COSTS

Other Direct Costs (ODCs) may include: postage (includes US Mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor's operations under the Contract (per State PPM 49) (State does not anticipate any such travel); security for on-site inspections on a pre-approved basis; recording fees; cost of outreach and other public events (i.e. facilities and travel); notary service fees, and legal service fees related to Third Party Requests for Release of

Information. Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager.

Wire communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work CANNOT be charged by the Contractor as an ODC, but must be included in the unit costs/hourly rates. Xactimate and XactAnalysis must be included in the applicable unit costs proposed and will not be allowed as an ODC.

Prior to purchasing, or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

5.4 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

The Contractor shall have any new contractual agreement to be paid as an ODC, including software licenses, assignable to the State at the termination of the Contract. The Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, the Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

5.5 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds.

The State reserves the right to increase or decrease quantities, as appropriate, at the unit prices stated in the Contract.

5.6 PENALTIES

Performance measures, benchmarks, and/or penalties will be defined in ensuing OCD directives. Contractor shall provide a policy on background check passage criteria by 30 days after the beginning of the Contract. Contractor shall pay to the OCD as a delay penalty, the sum of \$200 for each calendar day of delay.

See Attachment VI, Service Level Deliverables and Performance Measures, for additional deliverables.

Penalties under this Section, Deliverables and Penalties, will be deducted from pending payments due to the Contractor. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to the OCD. Penalties under this Section are for performance purposes and do not represent any form of damage payment.

(See "SAMPLE SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES" at the end of this Sample Contract for further deliverables to be included in the final contract.)

(NOTE: FINAL DELIVERABLES TO BE DETERMINED DURING CONTRACT NEGOTIATIONS.)

6 TERMINATION

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672

6.1 TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The 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 file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

6.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

6.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of 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, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

7 INDEMNIFICATION

7.1 GENERAL INDEMNITY LANGUAGE

7.1.1. Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

7.1.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

7.1.3. Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

7.2 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole

expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

7.3 OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

7.4 DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. At the State's option, counsel providing the defense of the State shall be selected by the State.

Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

8 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1671-1673, as applicable.

9 PROHIBITED USE OF FUNDS

Contractor agrees not to use contract proceeds 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.

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10 ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

11 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, State Inspector General's Office, the federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the Office of Community Development, Disaster Recovery Unit, or others so designated by them, 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 closeout of OCD's federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The Contractor and its Subcontractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by the Contractor or Subcontractor, as appropriate.

Failure of the Contractor and/or its Subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty

(30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

12 CONTRACT MODIFICATION

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

13 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 neither the Contractor nor the Subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or Subcontractor duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided for in the Proposal:

Acadiana Legal Service Corporation;
Convergent Processing, LLC;
Daphne Construction, LLC;
Deltha Corporation;
Dunlap Fiore, LLC;
Postlethwaite & Netterville, APAC;
Elite Title Solutions, LLC;
Elos Environmental, LLC;
Emergent Method, LLC;
Franklin Associates, LLC;
H2Bravo, LLC;
Fishman Haygood, LLP;
Ideal Strategies, LLC;
Plexos Group, LLC;
Ramboll U.S. Consulting, Inc.;
Southeast Louisiana Legal Services;
Sparkhound, LLC;

Team Title, LLC dba Team Civic Solutions Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular

subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

14 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its Subcontractors shall 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 Section 109 of 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; and 41 CFR 60-1.8; as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its Subcontractors shall not discriminate unlawfully in their employment practices, and will perform their obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities. Any act of unlawful discrimination committed by the Contractor or its Subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

15 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

16 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.

17 GENERAL COMPLIANCE

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Contractor shall consent to, the amendment of this Contract to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this

Contract, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Contract.

18 FINANCIAL MANAGEMENT

The Contractor shall administer its project in conformance with 2 CFR Part 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 its Subcontractors and project sponsors administer their projects in conformance with 2 CFR Part 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.

19 DOCUMENTATION AND RECORD KEEPING

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of OCD's federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date by OCD. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

20 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.

20.1 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

21 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge 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 Agreement 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 Agreement or in any activity or benefit, which is part of this Agreement.

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.

22 LABOR STANDARDS

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Federal Labor Standards Provisions (form HUD 4010), 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.), 24 CFR 570.603, 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.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23 ENVIRONMENTAL CONDITIONS

Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), 24 CFR Part 35, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall ensure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes. The OCD recognizes that the 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 this Agreement.

Specifically, The Contractor hereby 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 non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

In addition, The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

24 HISTORIC PRESERVATION

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

25 UNIFORM RELOCATION ACT

Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

26 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for
3. Federally-owned property report
4. Disposing of program assets

27 INSURANCE

See Attachment III- Insurance Requirements.

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this contract in accordance with the Insurance Requirements for Contractors Attachment. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor

shall maintain the insurance as specified shown in Attachment III- Insurance Requirements for Contractors Attachment for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

28 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Contract, including services performed under any related subcontract or subrecipient agreement, 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), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

29 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Exclusive 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.

30 DRUG-FREE WORKPLACE REQUIREMENT

At the time of execution, Contractor and, each tier of Subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

31 OWNERSHIP OF DOCUMENTS/WORK PRODUCT/RECORDS

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, 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 OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and material basis, is 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

OCD 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. Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

32 DELAY OR OMISSION

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

33 ELIGIBILITY STATUS

At the time of execution, Contractor, and each tier of Subcontractors, certify that they are 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 2 CFR part 2424 and 24 CFR 24.510.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity. Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

34 LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

35 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 (P.L. 94-163) to the extent applicable to Contractor and its Subcontractors.

36 COVENANT AGAINST CONTINGENT FEES

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement 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.

37 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

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.

In addition to the Louisiana Ethics Code, the Contractor and all its Subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a Subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a Subcontractor will be determined based on the value of the Contract between the State and Contractor.

38 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 the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

39 ENTIRE AGREEMENT CLAUSE

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, 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 Agreement.

40 ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated April 21, 2023, addenda thereto, and the Contractor's Proposal dated May 31, 2023, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

41 NOTICES

Any notice required or permitted to be given under or in connection with this Agreement 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 OCD:

Executive Director
 Division of Administration
 Office of Community Development
 Disaster Recovery Unit
 P.O. Box 94095
 Baton Rouge, LA 70804

To Contractor:

Principal
 Hunt, Guillot & Associates, LLC
 9357 Interline Avenue
 Baton Rouge, LA 70809

42 NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autri. The State and the Contractor are and shall remain the only parties to this 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 this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

43 PUBLIC COMMUNICATIONS

Contractor shall not issue or participate in any public communications or public meetings or communications with elected officials or their representatives regarding the Program and Contractor's activities under this Contract without the prior consent of the OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as, OCD personnel in policy and resilience programs, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies or their representatives regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

44 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 1925, 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.

45 COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to 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 OCD and all such rights shall belong to the OCD.

46 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 request of either Party the Contract shall forthwith be amended to make such insertion or correction.

47 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, and 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 that (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.

48 ADVERTISING

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 Division of Administration.

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.

49 WAIVER OF NON-COMPETITION ENFORCEMENT

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of Contractor's employees, any tier of Subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

50 INDEPENDENT ASSURANCES

The OCD may also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit contractor will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

When required by OCD, the contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit contractor will submit to the OCD and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit contractor's tests of the operating effectiveness of controls.

The Contractor must have a completed audit engagement letter within twelve (12) months of the contract start date. The Contractor shall supply the OCD with an exact copy of the report within thirty (30) calendar days of completion. When required by the State, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations regarding Contractor procedures and operations as suggested by the audits within three months of report issuance at no cost to the State. The cost of any such required audit will be paid by OCD as an Other Direct Cost.

51 CONTRACTOR'S 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 this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

52 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

53 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access

must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

54 COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

55 WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

56 WARRANTIES

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

57 SANITIZATION OF STATE DATA/RECORDS IN CONTRACTOR'S CUSTODY

Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information

Security Team. Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's contract monitor


58 HEADINGS

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

THUS DONE AND SIGNED by the Parties on the dates set forth below but effective as of the date given above.

HUNT, GUILLOT & ASSOCIATES, LLC

SIGNATURE:

DocuSigned by:
By: 
74C406655B8A4D2...
Name: Jack Hunt

Title: VP

Date: 12/27/2023

OFFICE OF COMMUNITY DEVELOPMENT

SIGNATURE:

DocuSigned by:
By: 
99B15F644B9B408...
Name: Patrick Forbes

Title: Executive Director

Date: 12/28/2023


DIVISION OF ADMINISTRATION SIGNATURE

DocuSigned by:
By: 
D3C7899F44BA4EE...
Name: Barbara Goodson

Title: Deputy Commissioner

Date: 12/27/2023

Office of State Procurement Approval:

DocuSigned by:
By: 
EC2B94D1E1C149F...

Title: State Procurement Assistant Director

Date: 1/3/2024



Additional provision incorporated herein and made a part of the aforementioned contract.

59. Sovereign Immunity

Pursuant to La. R.S. 13:5106A, no suit against the state or a state agency or political subdivision shall be instituted in any court other than a Louisiana state court. Furthermore, the Eleventh Amendment to the United States Constitution bars all individuals from suing an unconsenting state in federal court. Accordingly, Counsel shall not waive Louisiana's sovereign immunity under the Eleventh Amendment to the U.S. Constitution by agreement or otherwise, including entering into a consent judgment involving injunctive relief against the State, or a consent judgment permitting or requiring ongoing supervision by the State, without prior written approval by the Louisiana Attorney General's office. Failure to abide by this provision will constitute a breach of this contract and may result in the termination of the contract plus the waiver of all legal fees owed to the Contractor from the date of the breach.

ATTACHMENT IV**CLAUSES APPLICABLE TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FUNDED SERVICES****Right to Audit / Records Retention**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide OCD, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Discrimination Clause

The 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, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor's Certification of No Federal or State Suspension or Debarment

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 this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies,

including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Federal Funds

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

Energy Policy and Conservation Act

The Contractor hereby 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).

Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Byrd Anti-Lobbying Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive->

[procurement-guideline-cpg-program.](#)

Compliance with Federal Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Copeland Anti-Kickback Act 2 CFR 200

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Clean Air Act 2 CFR 200

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act 2 CFR 200

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Contract Work Hours and Safety Standards Act 2 CFR Appendix II (E)

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DHS Seal, Logo, and Flags

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Fraud and False or Fraudulent Related Acts

Contractor must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's and its subcontractor's actions pertaining to this Contract.

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ATTACHMENT V**CONTRACT RIDER
FEDERAL COMPLIANCE PROVISIONS****U.S. TREASURY FUNDED ACTIVITIES**

The provisions of this contract rider for U.S. Treasury funded activities (“Treasury Rider”) contains contract provisions to be included in a for goods or services when those goods or services are in whole or in part funded with funds received or administered by the OCD from the U.S. Treasury (“Treasury Grant Funds”). The Treasury Rider is forms a part of the contract (“the Contract”) which expressly references and incorporates the Treasury Rider.

The provisions of the Treasury Rider apply to all goods and services funded in whole or in part by Treasury Grant Funds. A contract funded with multiple funding sources may have a separate rider applicable to each funding source (i.e. U.S. Treasury, U.S. Department of Housing and Urban Development, Federal Assistance Management Agency). In the event that multiple funding sources are utilized for payment of the goods and services, in order for the compliance provisions for each of those funding sources must be satisfied, each funding sources compliance provisions must be met.

If the Treasury Grant Funds are subject to a period of performance the concludes prior to the expiration of the Contract, no compensation shall be paid for services funded with Treasury Grant Funds after that period of performance, and Contractor shall complete services in a timely fashion as needed by OCD in order to closeout the grant under which the Treasury Grant Funds were provided.

The following provisions apply to all services provided under Contract for programs funded by grants from the U.S. Treasury in relation to the coronavirus pandemic. In the event that there is conflict between the provisions of the Treasury Rider and the Contract or another federal compliance provision contract rider to the Contract, if there are inconsistent provisions, the more stringent compliance provision shall apply. All other terms of the Contract remain in full force. Contractor shall require the terms of this rider are included all subcontracts (of any tier), and binding the subcontractors to the obligations herein.

I. Provisions Required by 2 CFR 200.317:

(A) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

In the hiring of subcontractors, Contractor shall use the following affirmative steps to assure that assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(B) Domestic Preferences for Procurement of Materials (2 CFR 200.322)

Contractor should, to the greatest extent practicable but not in violation of any applicable law or regulation applicable to the Grant Funds or inconsistent with any other provision of the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as provided in 2 CFR 200.322.

(C) Use of Recovered Materials (2 CFR 200.323)

In the performance of this contract, if materials are procured and the price of the item exceeds \$10,000, or if the value of quantity acquired under this Contract or an incumbent contract for the same services in the preceding fiscal year exceeded \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

II. Provisions Required by 2 CFR 200 Addendum II (See 2 CFR 200.327)

(A) ADMINISTRATIVE, CONTRACTUAL AND LEGAL REMEDIES: See Contract provisions. No additional requirements.

(B) TERMINATION FOR CAUSE AND FOR CONVENIENCE: See Contract provisions. No additional requirements.

(C) EQUAL OPPORTUNITY:

If the Contract is a federally assisted construction contract as defined in 41 C.F.R. 60-1.3, during the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The

contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(D) Davis-Bacon/Copeland Anti-kickback

If required by the legislation creating the program or appropriating funds to the Program, if the Contract is a construction contract in excess of \$2,000:

Contractor shall comply with the Davis Bacon Act, as provided in the following provisions as required by 29 CFR 5.5(a)(1)-(10):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor

shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the

apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii)

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the

Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contractor shall also comply with the Copeland Anti-kickback Act, as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury by appropriate directive or instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E.) Contract Hours and Safety Standards Act.

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such

work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. OCD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
 - (5) The Contractor and subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period applicable to the record keeping requirements generally provided for in this Rider or the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - (6) Records to be maintained under this provision shall be made available by the Contractor or subcontractor, as applicable, for inspection, copying, or transcription by authorized representatives of the U.S. Treasury, the Department of Labor, and OCD; Contractor or subcontractor, as applicable, will permit such representatives to interview employees during working hours on the job.
- (F.) Rights to Inventions. Not applicable.

(G.) Clean Air Act and Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
 - b. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Treasury Grant Funds.
- (2) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 - a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the U.S. Treasury and the appropriate Environmental Protection Agency Regional Office.
 - b. The Contractor agrees to include these requirements in each subcontract to be paid in whole or in part with funds from the Treasury Grant Funds.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

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 this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OCD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall comply with federal statutes required in the Anti-Lobbying Act. The Contractor and each tier of subcontractors shall file the required certification that it will not and has not used federal appropriated funds paid to it under the Contract to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to OCD.

(J) Use of Recovered Materials (2 CFR 200.323)

See Section I(C), above.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 CFR 200.216)

If this Contract involves the providing telecommunications and/or video surveillance systems or services, the systems and services provided must be in compliance with the restrictions of 2 CFR 200.216.

Additional Provisions Required by U.S. Treasury grant terms, directives or guidance:

(A) General Compliance Requirement: Contractor agrees to comply with any additional applicable requirements as previously or hereafter enacted in public laws creating the programs or appropriating funds to the programs under which the Treasury Grant Funds have been issued, or as required by the U.S. Treasury in its applicable grant terms, directives, guidance, federal statutes, regulations, rules, executive orders or otherwise with respect to contracts funded with the Treasury Grant Funds, without regard to whether such terms are set forth in this Rider or the Contract.

(B) Reporting.

Contractor agrees to comply as directed by OCD to comply with any reporting obligations established by the State and Treasury, including the Treasury Office of Inspector General, as relates to the Treasury Grant Funds, and to comply with applicable data privacy and security requirements.

(C) Maintenance of and Access to Records

- a. CONTRACTOR shall maintain records and financial documents sufficient to support eligible uses of Treasury Grant Funds.
- b. OCD, the Louisiana Legislative Auditor, and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.

- c. Records shall be maintained by Contractor a period of five (5) years after all funds have been expended or returned to Treasury.
- (D) Contractor shall comply with any applicable provisions of requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (E) Contractor shall comply with any applicable restrictions on lobbying under 31 C.F.R. Part 21.
- (F) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Governor's Office of Homeland Security and Emergency Preparedness by the U.S. Department of the Treasury."
- (G) Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles in the course of performance of this Contract.
- (H) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, CONTRACTOR should encourage its employees, CONTRACTOR's, and contractors to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

1.0 FUND USE

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

2.0 RIGHT TO AUDIT

Contractor shall grant to the Louisiana Housing Corporation, the Governors' s Office of Homeland Security and Emergency Preparedness (GOSHEP),, the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including Treasury, Treasury OIG, GAO and the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records during the term of this Contract and for a period of five (5) years after the closeout of the federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

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 an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees 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 improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

3.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;, as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

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

4.0 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.

5.0 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 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.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

6.0 DOCUMENTATION AND RECORD KEEPING

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCDs federal grant providing the funds for the Contract. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of LHC's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by LHC.

7.0 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.

8.0 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.0 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained 2 CFR 100.318(c) or 2 CFR 200.112. the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge 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 Agreement 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 Agreement or in any activity or benefit, which is part of this Agreement.

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.

With respect to legal services provided under this Contract, the attorney(s) and law firm providing such services 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. With respect to conflicts of interest governed by the Louisiana Rules of Professional Conduct, requests by the attorney(s) or law firm for written waivers of conflict of interest shall be directed to OCD. Execution of this Agreement shall not constitute a waiver to any existing or future conflicts of interest, actual or perceived, under the Louisiana Rules of Professional Conduct, unless previously executed by OCD. If requested by OCD, the firm shall report exclusively to OCD.

10.0 LABOR STANDARDS

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.), 24 CFR 570.603, 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.

11.0 CLOSE-OUTS

Contractor shall agree to comply with the federal requirements for project closure. Contractor's obligation to LHC shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)

3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

12.0 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 (41 U.S.C. 701).

13.0 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 in 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19

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

14.0 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.

15.0 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 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 1925, 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.

Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles and that ban text messaging while driving, and to otherwise decrease distracted driving.

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ATTACHMENT VI**SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES****SAMPLE SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES***

***For any deliverable that is time based that the Contractor anticipates will not be met, as soon as the Contractor is aware of circumstances beyond the Contractors' reasonable anticipation or control which may result in an inability to meet the deliverable, Contractor shall immediately notify the SPM in writing of those circumstances in order to seek an extension of the deadline for such deliverable. All time based deliverables are based on calendar days, including weekends and holidays.**

OCD anticipates negotiating additional deliverables and performance measures which may include volume based deliverables requiring Contractor to complete certain tasks based on a percentage of files awaiting such tasks.

****Additional deliverables may be included in specific task orders, after Contract execution.**

Task	Deliverable	Measurement	Penalty Payment	
1	Fidelity Bond	Fidelity Bond acceptable to State Program Manager for Contractor and affected subcontractors due 7 business days after Contract execution by all parties. Upon any termination or cancellation of bond, proof of replacement must be provided within 7 business days.	Fidelity Bond obtained	Contractor will provide a Penalty Payment of \$1000 per day beyond 7 business days of contract execution by all parties and per day beyond 7 business days after any subsequent bond termination or cancellation dates.
2	Proof of Professional Liability Insurance	Approved and accepted proof of professional liability insurance	Date of presentation to State Program Manager.	Contractor will provide a Penalty Payment of \$1000 per day beyond 7 business days of contract execution by all parties and per day beyond 7 business days after any subsequent policy termination or cancellation dates.

3	Overall Project Plan	Approved and accepted Project Plan within 7 business days of Contract execution by all parties, to include cross program functions for the call center, case management, outreach, inspections, ERR and AFWA, etc. The plan should include timelines with specific dates for completion of major functions of the contract and monthly accomplishments of program functions.	Date of State Program Manager Acceptance	Contractor will provide a Penalty Payment of \$5000 per week the plan remains unapproved beyond the due date, unless the delay is attributable to the State.
4	Anti-Fraud Waste & Abuse (AFWA) Plan	Approved and accepted AFWA Plan within 7 business days of Contract execution by all parties.	Date of State Program Manager Acceptance	Contractor will provide a Penalty Payment of \$5000 per week the plan remains unapproved beyond the due date, unless the delay is attributable to the State.
5	Quality Assurance/Quality Control Plan	Approved and accepted Quality Control Plan presented within 7 business days of Contract execution by all parties, to include QC methodologies and schedule	Date of State Program Manager Acceptance	Contractor will provide a Penalty Payment of \$5000 per week the plan remains unapproved beyond the due date, unless the delay is attributable to the State.
6	Staffing Key Management and key Core Service Positions on-site by due date	Required personnel on-site within 7 business days of Contract execution by all parties, to include cross program functions for the call center, applicant intake/eligibility, inspections, environmental reviews	State Program Manager Verification	Contractor will provide a Penalty Payment of \$1,000 for every day beyond one week of Contract execution by all parties that a required individual has not reported to the Program location, unless the delay is attributable to the State

				(based on requirement for State to approve all key personnel).
7	Subcontractor Monitoring Plan	Approved and accepted Subcontractor Monitoring Plan within sixty calendar days of Contract execution by all parties.	Date of State Program Manager Approval of Subcontractor Monitoring Plan	If the State Program Manager does not approve the plan within the specified 60-day period, Contractor will have 30 calendar days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 30 calendar days, Contractor will provide a penalty Payment of \$1000 per week beyond the 30 calendar days cure period.
8	Quarterly Staff Utilization Plan	Approved and accepted Quarterly Staff Utilization Plan. The report following the Initial Staffing plan is to be presented by (date to be determined). Each quarterly plan must thereafter be submitted for OCD approval, 2 weeks after to the beginning of the quarter, for OCD approval.	Date of State Program Manager Acceptance	Contractor will provide a Penalty Payment of \$1000 per week beyond the due date for each quarterly plan.
9	Public Records Request	All information responsive to a public information request shall be provided to OCD within three (3) calendar days of request receipt, unless an exception to the date required is noted in the request.	Days between requested date and date provided to OCD.	Contractor will pay a Penalty Payment of \$500 per day for each late day until requested information is provided to OCD.

10	Reconciliation of disbursement	Reconciliation of disbursed amounts between grants management system and the state general accounting system shall be conducted on a monthly basis.	Number of weeks between the reconciliation report date and the due date for the monthly reconciliation report.	Contractor will provide a Penalty Payment of \$1000 per week between the due date for the reconciliation report and the date of the report.
11	Files transferred to Second QC Award Review, as per system workflow at the time of RFP release. The Second QC Award Review is when the Contractor has transferred the file for review by the state or its designee for award notification to the homeowner. Penalty applies regardless of when the error is discovered.	Files transferred for review will contain no errors.	For each file that has been transferred for review that contains an error for which the file must be rejected. Contractor shall not bill for corrective action required.	Contractor will provide a Penalty Payment of \$500 per file that has been transferred for review and contains an error for which the file must be rejected.
12	Response to applicant appeals	Contractor will respond to appeals within 10 business days of receipt of appeal.	Number of days to respond from initial date of receipt of appeal to upload of response letter to applicant.	Contractor will provide a Penalty Payment of \$100 per day for each late day, unless the delay is attributable to the State.
13	Resolution of applicant appeals	Contractor will resolve each client appeal within 30 calendar days of receipt.	Number of days to respond from initial date of receipt of appeal to upload of appeal resolution letter to client (denied or upheld).	Contractor will provide a Penalty Payment of \$500 per day for each late day, unless the delay is attributable to the State.

Attachment I: STATEMENT OF WORK

1.0 Overview

Contractor will provide services needed in connection with program management selected services for any federal or state funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives currently existing or yet to be defined of which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters or federal initiatives. These programs are collectively referred to as the “Program”.

The Contractor will be responsible for successfully implementing and completing tasks, as assigned, this includes processing on all applications, entering into appropriate arrangements with subcontractors and third party vendors, disbursing funds, monitoring compliance, reviewing and amending Xactimate scope of work, **providing intake services, including call center services, case management service, customer service, document retrieval and collection, data processing, sharing, and reporting**, or other services as determined by the State of Louisiana and completing all other activities required to close out the Program. The Contractor shall coordinate to maximum extent possible with the State’s disaster case management providers to locate eligible clients for the Program. Furthermore, the Contractor will be responsible for communicating, coordinating, cooperating and integrating assigned tasks into Program systems and into the tasks assigned to other State contractors and/or representatives, as specified by OCD,

Tasks to be accomplished under this contract will be addressed with associated deliverables, performance measures, and timelines, among other requirements which may be included through program task orders with additional deliverables. This Scope of Work/Services, Part 2, address tasks that the OCD is soliciting to support the implementation and administration of the Program. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the contract, subject to the approval of State Program Manager and the Office of State Procurement (OSP).

Contractor will maintain close coordination and cooperation with OCD’s Quality Assurance/Quality Control (QA/QC) provider with anticipated communication on a daily basis. The QA/QC contractor provides OCD with an extensive review of policy, processes, performance and reporting on the Program Management services. The role of the QA/QC provider ensures accurate and efficient internal controls are in place.

The Contractor is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See U.S. Department of Housing and Urban Development’s (HUD’s) Opportunity Portal (link below) for a list of Section 3 businesses. <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940>.

The Contractor is required take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises, disadvantaged business enterprises and labor surplus area firms, are used when possible. See 2 CFR 200.321. The Contractor is also encouraged to hire/employ as many local residents/enterprises as is consistent with providing efficient effective services under the contract. This includes both Contractor and subcontractor personnel.

The Program offers eligible homeowners the choice of four (4) Solutions:

SOLUTION 1. Turnkey (Full Service) solution whereby the Program Management Contractor(s) evaluates the damage and creates the scope of work, then performs or contracts for all needed services-case management, environmental reviews/lead based paint inspection, testing and reporting, construction project case management, etc. to bring the dwelling to a habitable state. Eligible expenses are determined during the initial home inspection, based on a repair scope of work. Solution 1 includes resilient construction standards such as fortified roofs and reconstruction homes built elevated to a minimum of 3' (pier and beam with contiguous footings).

*Under this contract, OCD expects that most of the files for Solution 1 will be in a phase of NTP (Notice to Proceed) for construction services.

SOLUTION 2. Homeowner Managed Construction where the homeowner has already engaged a construction contractor or chooses to engage in a construction contract then the Contractor(s) will provide case management, construction advisory services and environmental services, as needed. Eligible expenses are determined during the initial home inspection, based on a repair scope of work.

SOLUTION 3. Reimbursement solution where the homeowner has already restored the dwelling to habitability or incurred construction costs and the Contractor(s) can verify through their reimbursement assessments the level of work completed. Contractor(s) shall confirm that the work performed conforms to the Program guideline requirements and determine if any additional work is required to restore the home to minimum Program standards. The Contractor(s) would be charged with ensuring comprehensive, accurate and professional reimbursement assessments, verifying invoices (if applicable), applying reasonable cost standards to the invoices and paying the homeowner eligible amounts, less any duplicate benefits received by the homeowner.

SOLUTION 4. Buyout and housing incentive where the homeowner sells the damaged property to the State or its designee in exchange for the appraised value of the property and an additional housing incentive, per Program policies. Contractor(s) shall provide case management, title work, appraisals, limited legal services, closing services, environmental reviews, survey (as needed), lead based paint inspection, testing and reporting. Anticipated population to serve is 544 homeowners.

Note that Solutions 1 and 3 or 2 and 3 may be combined for certain applicants, depending on their individual situations.

Contractors shall provide program management selected services for certain tasks of the Program. Contractor may not be the exclusive provider of the services. Other providers may be pre-existing or acquired through simultaneous or subsequent procurement. Compensation for the task(s) assigned will be based on the hourly or unit based pricing as provided in the Contractor or lower negotiated rates.

Contractor will be required to coordinate and integrate awarded operational areas into existing and/or new program processes and systems, working with other State contractors and/or representatives, as specified by the State, including with special emphasis, the Building Construction Management (BCM) contractor(s) (current or future) for any Program for which the Contractor is providing program management services. Note, BCM contractor(s) will be providing construction services.

2.0 Goals and Objectives

The objectives include, but are not limited to, assisting OCD with the administration of the Program; and assisting the State of Louisiana with maintaining compliance with federal requirements and OCD's business requirements.

3.0 Tasks and Services

Contractor will be responsible for providing the tasks and services below. Contractor shall enter information related to these tasks in the applicable State-approved system of record on a daily basis. Contractor will be required to coordinate with other contractor(s) and/or programs being administered by the OCD as required.

In addition to written reports and, unless otherwise determined, the Contractor and the OCD will meet monthly (or as needed) for the duration of the contract for the following purposes:

- **Review Program Intake procedures, processes, and quality of work;**
- **Identification of and resolution of any problems that require the attention or input and direction of the Corporation;**
- **Coordination of the efforts of all concerned so that services are rendered efficiently and effectively;**
- **Preservation of the close working relationship between the Contractor and OCD; and**
- **Maintenance of a mutual understanding of the contract sound working policies and procedures.**

At a summary level, these tasks include:

1. Operations of the Program
2. Services
 - 2.1. Program Operations and Administration
 - 2.2. Client Intake Services
 - 2.3. Eligibility Determination Services
 - 2.4. Payment Services for hotel, rent and/or utility or other payments to eligible clients
 - 2.5. Case Management Services
 - 2.6. Environmental Review Requirements
 - 2.7. Initial Damage Assessment, Interim Progress, and Final Home Inspections: Calculation of Cost of Rehabilitation, Reconstruction, Construction, Elevation, Reimbursement, Buyout and Housing Incentive
 - 2.8. Accounting/Reporting and Closing
 - 2.9. Legal Services
 - 2.10. Limited Legal Services
 - 2.11. Applicant Relations
 - 2.12. Document Management
 - 2.13. Anti-Fraud, Waste, and Abuse (AFWA)
 - 2.14. Public Relations/Outreach
 - 2.15. Policy/Training
 - 2.16. Grant Recapture – Currently being administrated by OCD
 - 2.17. Reporting
3. Close-Out of Program

At the direction of the State Program Manager or designee, the Contractor will be responsible for performing the tasks identified below which may include, but are not limited to, the following:

Task 1 –Operations of Program

1. Develop the operational plan and cash flow projections for the expenses of the Program and assistance payments, using Community Development Block Grant (CDBG) funds; to include controls to avoid fraud, waste and mismanagement of funds, controls to eliminate duplication of benefits from private and public insurance companies, Small Business Administration (as applicable), Federal Emergency Management Agency, etc., processes for determining reimbursement assessment, assessment of homeowner managed projects, repair scope of work, changes to scopes of work and methods for ensuring ownership of property (tax assessor information) along with titles being free and clear (if required by the Program), review legal agreements. All procedures and systems shall be in accordance with federal and state regulations and in conformance with the State’s contractual agreement with HUD.
2. Support the State Office of Technology Services (OTS) based on requirements developed by the State, its planning consultants, and the Contractor(s) and to which designated personnel of the State will have complete and full access during the entire term of the contract. While the systems have been modified and accepted and are currently in use, future modifications could become necessary as Program policy changes. Tasks for further modifying and developing the management information systems are as follows.
Contractor will review, recommend modifications and develop and conduct user acceptance testing on software requirements for:
 - a. Business rules for automated determination of eligibility and calculation of assistance amounts.
 - b. Financial accounting of program financial activities, including contractor and subcontractor billing and payments.
 - c. Data security, backup and privacy features.
 - d. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to homeowners.
 - e. Reports that will be produced by the automated system for the benefit of applicants for assistance, program personnel, program managers, the State, and all federal agencies that require reports. The State will approve all designs for reporting.
3. May be required to secure building leases and equipment for all front-office and back-office operations. Contractor may be tasked with responsibility for all or part of the costs of operating the Centers, or a portion thereof, including lease payments, maintenance costs, and program operations costs of the centers. Any leases are subject to State pre-approval, receiving sufficient funding from HUD and cost reasonableness.
4. Secure the necessary personnel, to be able to take applications virtually or in-person within thirty (30) days and over the phone within fifteen (15) days of the contract start date.
5. Develop procedures for obtaining privacy releases, virtually, in-person at Housing Assistance Centers and from applicants who reside in remote locations.

6. Complete the hiring of at least 40% of the personnel (including personnel of subcontractors) within thirty (30) days of the contract start date required to operate the Program, in compliance with the plan included in the proposal for maximizing use of low to moderate income individuals and businesses (HUD's Section 3 program).
7. Enter into contracts, which are provided to and approved by the State, with all subcontractors required to operate the Program within ten (10) business days of the contract start date. All contracts with subcontractors will incorporate and follow the provisions of the main contract between the State and Contractor.
8. If required, engage in a public education and outreach campaign and continue as directed by OCD for the purpose of encouraging all eligible homeowners to create a plan and complete rebuilding and recovery process.
9. Make ready all electronic documents, with necessary protections of privacy.
10. Review, recommend modifications and approve the State's proposed methods for verifying other sources of funds (Duplication of Benefits), processes for determining scope of work required for construction completion, procedures for safeguarding assets and managing assets, and process for final disposition of applicant file.
11. Make senior managers of the Contractor or subcontractor firms available for media interviews, meetings with federal and State officials, and other necessary external meetings, each instance of which must be approved by a designated representative of OCD.

Task (2): Administer the Program

Task (2.1): Program Operations and Administration

1. Oversee program operations and administration related to the Program to meet the performance measures, and timelines prescribed.
2. Work closely with the State and its designees in preparing and submitting an overall project plan for the Program, manage day-to-day operations, improve processes for quality and efficiency, and implement policy changes.
3. Provide reports that reflect the major activities for the reporting period as specified by the OCD (e.g. monthly, quarterly). The State's QA/QC vendor will provide the majority of these reports for external and internal use. Contractor should be able to report accurately the current status of all pre-closing applications, homes under construction and completed projects.
4. Communicate proposed quality assurance/quality control procedures and potential Program risks, issues, statuses, recommendations, and resolutions to the State.
5. Perform routine quality checks of the operational/functional areas using a standard checklist, to be approved by the State Program Manager to ensure that applications are processed according to approved policies. Report the results and recommendations to the SPM on a bi-weekly basis.

6. Track and allocate all time, materials, ODCs and other costs to specific activities and/or tasks. All payroll back up must be cost allocated to specific, eligible activities. Billing format must be approved by OCD prior to commencing services and is subject to subsequent revision at OCD's request.
7. Track and complete inventory of all items purchased with Program funds or provided by the State.
8. Scale staff to efficiently run the Program.
9. Coordinate with the OCD, Louisiana Legislative Auditor (LLA), and other external entities, to conduct research and provide information related to the Program.
10. Maintain responsibilities associated with supporting the State Office of Technology Services (OTS) based on requirements developed by the State, its planning consultants, and the Contractor(s) and to which designated personnel of the State will have complete and full access during the entire term of the contract. Tasks for developing the management information systems are as follows. Contractor will review, recommend modifications and develop and conduct user acceptance testing on software requirements for:
 - a. Business rules for automated determination of eligibility and calculation of assistance amounts;
 - b. Grant Management system requirements to ensure consistency with Program policies and procedures;
 - c. Financial accounting of Program financial activities, including contractor and subcontractor billing and payments;
 - d. Data security, backup and privacy features;
 - e. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to homeowners;
 - f. Reports that will be produced by the automated system for the benefit of applicants for assistance, Program personnel, Program Managers, the State, and all federal agencies that require reports. The State will approve all designs for reporting; and
 - g. Prompt notification to OTS and to SPM of systems issues affecting performance.

Task (2.2): Client Intake Services

1. Intake and process applications – The Contractor must have the capacity to develop, with the input of the State of Louisiana, a robust application system for the Program. The application intake system must be an accessible application intake process that allows applicants of all backgrounds to complete the application process. The process should have particular allowances for marginalized households that may not have access to the internet or other digital capabilities. The Contractor must be able to process applications efficiently and conduct any necessary follow-up with households, without creating an undue burden on the households.

Task (2.3): Eligibility Determination Services

Eligibility determinations – The Contractor must be able to use Program Policies and Procedures to determine if a household is eligible for the Program and any subsequent payments. This process will involve collecting confidential and personal identification and other financial documentation to prove eligibility. The Contractor should be experienced and knowledgeable in data and document collection and should be prepared to securely house confidential information. The Contractor should also be

experienced and knowledgeable regarding federal regulations and how to calculate federal benefits and adjusted median incomes (AMIs).

Task (2.4): Payment Services for housing, utility or other payments to eligible applicants

The Contractor must have the ability to process rent/mortgage payments and/or utility payments using the grant management system of record. And track those payments by household. The Contractor must be able to pay landlords and utility companies in a timely and efficient manner.

Task (2.5): Case Management Services

1. Take applications from homeowners via web forms, telephone and face-to-face interviews.
2. Through personnel serving as Case Managers or Intake Specialists, provide accurate information about the Program and answer applicants' questions.
3. Verify the ownership and occupancy of each property subject to the application. Ensure that the owner has right title and interest to the property (using tax assessor and home exemption data). When required, identify all lien holders, and assist the owner in preparing a plan of action to satisfy all lien holders and perform additional related title work in order to be able to acquire interest in the damaged property and insure with title policy. The title policy shall be required to pay the purchase price of the property. Obtain title policy on buyouts only.
4. Secure data sources and verify sources of funds (e.g. FEMA, SBA, NFIP & other duplicative payments) that were paid to applicant as compensation or other settlements or write-offs in connection with the applicant's disaster related property losses, which must be deducted from the amount of the State's assistance, namely: property and hazard insurance payments; flood insurance payments; SBA loans; NRCS buyout assistance; and the portion of any FEMA Individual (household) Assistance Payments received by applicants to compensate for real property losses.
5. Calculate the amounts of assistance due to qualified applicants, prepare all documents related to the commitment and disbursement of this assistance by the State, and ensure program files are thoroughly documented to demonstrate eligibility and award determination.
6. For some or all assistance transactions, file documents in the public records as instructed by the State (Buyouts).
7. Provide applicants with assistance from case manager, who will advise homeowners on the following:
 - Understanding Program guidelines and policies
 - Application status
 - Award explanation and breakdown
 - The implications of choosing the various Solutions under the Program as well as applicant responsibilities required by each Solution.
 - How to understand and manage financial matters such as insurance payments, FEMA payments, outstanding secured loans, liens, etc.

- If Solution 2, homeowner managed construction, is selected, an initial advisory session about the tasks involved for the owner will be conducted addressing issues such as: how to avoid being defrauded; professional design and survey services that may be required; how to identify services providers and building contractors; and how to manage engagements with those service providers and contractors.
 - Deferred Scope process
 - Elevation Calculation
 - If Solution 4, provide clear communication on requirements to relocate in a manner in line with Program policies.
8. Provide construction advisory services to homeowners (Solution 2) upon request of applicant to include but not limited to: Pre-bid meeting; construction contractor solution; review of bids; provide template contracts; draw inspections and sign off on completed work. Understand and effectively communicate to applicants how to create and/or understand required project timelines, critical path, scope creep and planned structured draws per policy.
 9. Ensure that the grant calculations are entered in the system of record as required by the State.
 10. Obtain and verify all required calculation inputs that are to be captured in the system of record as required by the State, for each applicant.
 11. Communicate with the applicants regarding the status of their application, requests for additional information, or problems that may arise in conjunction with the application and potential courses of action according to policy. Provide online solutions for applicants to view status and progress of their project.
 12. Generate closing documents and schedule closings/acknowledgment of grant award meetings virtually or in person.
 13. Process applications in accordance with Program policies, procedures, and business processes.
 14. Coordinate with applicants to resolve issues impacting previous and/or future grant disbursements for both before and after grant execution.
 15. Accurately and succinctly document all communications with the applicants regarding the status of their application and subsequent related processes, requests for additional information, or problems that may arise in conjunction with the application in the system of record.
 16. Develop informational materials and recommendations to ensure that applicants receive the most favorable benefit available.
 17. A case manager should be able to complete all the tasks contained within this section.

Task (2.6) Environmental Review

1. Conduct HUD-mandated Environmental Reviews per 24 CFR Part 58, for the Disaster Recovery Program

The Contractor will provide environmental reviews as appropriate. Tier 2 reviews will be required if not previously completed. Full environmental assessments and statutory checklists may be required on a limited basis for specific activities. Completion of the Certification of Categorical Exclusion (not subject to 58.5) and Compliance Documentation Checklist (24 CFR 58.6) is included as a responsibility of case management. The Contractor shall ensure that all environmental reviews are completed in full compliance with federal, state and local requirements. Tier II reviews must be completed within 45 calendar days or less from the time the particular environmental review is ordered.

2. Assist in the Coordination with oversight/regulatory agencies etc. for permits and/or compliance resolution.

The Contractor shall consult with all required reviewers and agencies regarding the receipt of all necessary documents and permits for compliance resolution. This shall include liaison to resolve Section 106 review and requirements between the homeowner and the State Historic Preservation Office (SHPO), the Historic Preservation Landmark Commission (HPLC), and the Neighborhood Conservation District Committee (NCDC).

3. Perform lead-based paint inspections, testing and reporting and risk assessments when required.
4. Coordinate with the Office of Community Development

The Contractor shall consult with, follow all guidance provided by, and report regularly to, the OCD and HUD environmental officials. Reporting requirements shall be completed on a monthly basis by the Contractor, or more frequently as requested by OCD. This monthly report shall detail the status of each work order, showing the percent complete and any outstanding items.

5. Program Administration Services

These services will include managerial tasks necessary for the management and administrative aspects of the project that shall include the following elements:

- Program planning, organization, contracting, scheduling and reporting to OCD;
 - Assistance with organizing and scoping of work orders issued under various programs within OCD;
 - Liaisons with agencies as necessary to facilitate environmental reviews;
 - Research, analysis, acquisition, and maintenance of GIS data;
 - Administrative, accounting and recordkeeping functions;
 - Training for specific workflow procedures; and
 - Costs for filing public notices and fees paid to agencies.
- a. Coordination with OCD - Contractor will maintain a close coordination with OCD as needed, with anticipated communication on a daily basis. OCD will have "real time"

access to all program data through web-based tools and management systems, which will be maintained and updated by the Contractor(s). In addition, Contractor will coordinate with OCD on a site-specific work order basis to ensure the appropriate level of environmental review is performed and no work is conducted without OCD concurrence or authorization.

- b. Comment Assistance - The Contractor shall assist OCD in comment phases of environmental reviews, including:
- Initial contact with State/federal agency resulting in further consultation and/or study;
 - More definitive comments from State/federal agency following completion and submittal of detailed study;
 - Comments by federal agency following receipt of the “Combined Notice of Finding of No Significant Impact” and of “Intent to Request a Release of Grant Funds”; and
 - Comments from public or private entities during the public comment period.

6. Any other job duty that relates to 24 CFR Part 58 HUD Environmental.

Task (2.7) Initial, Interim Progress and Final Home Inspections: Calculation of Eligible Costs of Rehabilitation, Reconstruction, Construction, and Reimbursement

1. The Contractor(s) must conduct initial inspection and full analysis on each home to establish the reimbursement assessment and/or home’s scope of work required to repair or reconstruct as a result of the damage from the disaster as per Program guidelines. The scope of work will be used to calculate a homeowner’s eligible reimbursement and/or prospective award amounts and will determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. The assessment and scope of work also determine the construction contract under Solution 1. This is not considered an estimate but should include a detailed scope of work that allows the contractor performing the work a complete scope for ensuring certificate of occupancy and final inspection. Therefore, the inspector should have RLHP Policy Construction Standards, construction and local code knowledge.
2. All Home Inspections of any kind are complete only after the inspector has performed the on-site inspection, has prepared the report, has uploaded the inspection results into Xactimate and XactAnalysis or any other system of record designated by the State and has made the results available for QA/QC, per Program guidelines
3. Perform the QA/QC on all files to ensure the reimbursement assessments and prospective scope of work are accurately and comprehensively performed in line with Program guidelines, limitations and specifications
4. Assign staff and/or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs as well as final program adjustments at the end of a project
5. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines
6. Maintain weekly communication with property homeowners about scheduling and/or issues with the inspection activities being conducted at their properties according to program standards

7. Explain to the homeowner what are eligible expenses under the Program guidelines and obtain all necessary documentation which may include pre-construction pictures demonstrating related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work
8. Track and record GPS readings and pictures of work for all inspections. At a summary level, these tasks include:
 - Initial Home Inspection A (Calculation of Costs of Eligible Rehabilitation and Reimbursement)
 - Initial Home Inspection B (Calculation of Costs of Eligible Rehabilitation or Reimbursement)
 - Interim Progress Inspections
 - Final Inspections
 - Lead Based Paint Inspections, testing and reporting

Task (2.7 A) Initial Home Inspection A (Calculation of Eligible Costs of Rehabilitation and Reimbursement)

1. The Contractor(s) must conduct an inspection and full analysis on each home to establish the reimbursement assessment and home's scope of work required to repair as a result of the damage from the disaster, as per Program guidelines. The Initial Home Inspection A will result in a line-by-line, house-specific inspection for both reimbursement assessments and scope of work for prospective repair work. The information from the inspection will be entered into Xactimate and XactAnalysis. The scope of work will be used to calculate a homeowner's eligible reimbursement and/or prospective award amounts and will determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. The scope of repair work will determine the construction contract under Solution 1. This process is further detailed in the Program guidelines. Further, any additional work not included in the approved scope of work, whether promised and/or undertaken by Contractor, will not be reimbursed under the Program unless approved by OCD in writing. Additional work outside the approved scope of work shall not be considered in determining whether delay damages are appropriate.
2. Perform the internal QA/QC on all files to ensure the reimbursement assessments and prospective scope of work are accurately and comprehensively performed in line with Program guidelines, limitations and specifications.
3. Assign staff and/or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs.
4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
5. Maintain weekly communication with property homeowners as required about scheduling and/or issues with the inspection activities being conducted at their properties as per Program policy timelines.
6. Obtain all necessary documentation which may include pre-construction pictures demonstrating the disaster related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work.
7. Track and record GPS readings and pictures of completed work for all inspections.

Task (2.7 B) Initial Home Inspection B (Calculation of Eligible Costs of Rehabilitation or Reimbursement)

1. Contractor must conduct an inspection and analysis on each assigned home to establish the reimbursement assessment or home's scope of work required to repair as a result of the damage from the disaster, as per Program guidelines. The inspector will conduct a site visit and either:
 - a. complete a line-by-line assessment of the work completed prior to inspection; or
 - b. complete a line-by-line scope of work for prospective repair work.

The information from the inspection will be entered into Xactimate and XactAnalysis. The inspection resulting from Initial Home Inspection B will be used to calculate a homeowner's eligible reimbursement or prospective award amounts and will determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. The scope of work for prospective work will determine the construction contract under Solution 1. This process is further detailed in the Program guidelines. Once the project has been assigned to the construction contractor after grant execution, the contractor will have 15 days to conduct their own inspection and submit a request for additional scope which must be approved by the State's QA/QC contractor in order to be reimbursable. Further, any additional work not included in the approved scope of work, whether promised and/or undertaken by Contractor, will not be reimbursed under the Program. Additional work outside the approved scope of work shall not be considered in determining whether delay damages are appropriate.

2. Perform the internal QA/QC on all files to ensure the reimbursement assessments or prospective scope of work are accurately and comprehensively performed in line with Program guidelines, limitations and specifications.
3. Assign staff and /or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs as well as final program adjustments at the conclusion of a project.
4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
5. Maintain weekly communication with property homeowners about scheduling and/or issues as required with the inspection activities being conducted at their properties as per Program policy timelines.
6. Obtain all necessary documentation including pre-construction pictures demonstrating the disaster related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work.
7. Track and record GPS readings and pictures of completed work for all inspections.

Task (2.7 C) Interim Progress Inspections

1. Conduct interim progress inspections with pictures of all completed work on awarded homeowners' properties to establish the level of work completed. The interim progress inspection will determine when and whether the Contractor and/or homeowners are eligible for interim grant disbursements for progress made on their homes.
2. Perform the internal QA/QC necessary to ensure the interim progress inspection is accurately and comprehensively performed in line with Program guidelines, limitations and specifications.

3. Assign staff and/or subcontractor to perform the appropriate interim progress inspection.
4. Monitor and manage subcontractor activities for efficiency, accuracy and compliance with Program guidelines.
5. Maintain weekly communication with homeowners as required about scheduling and/or issues with the inspection activities being conducted at their properties as per Program policy timelines.

Task (2.7 D) Final Inspections

1. Conduct the final inspections with pictures of all completed work on awarded homeowners' properties to establish completion of the project, as defined by the approved scope of work, Program guidelines and certificate of occupancy.
2. Perform the internal QA/QC necessary to ensure the final inspection is accurately and comprehensively performed in line with Program guidelines, limitations and specifications.
3. Assign staff and/or subcontractor to perform the appropriate final inspection.
4. Monitor and manage subcontractor activities for efficiency, accuracy and compliance with Program guidelines.
5. Maintain weekly communication with homeowners as required about scheduling and/or issues with the inspection activities being conducted at their properties as per Program policy timelines.

Task (2.7 E) Lead Based Paint Inspections, Testing and Reporting

1. Perform lead-based paint inspections, testing and reporting and risk assessments when required.
2. Perform the internal QA/QC necessary to ensure the lead-based paint inspection is accurately and comprehensively performed in line with Program guidelines, limitations and specifications.
3. Assign staff and/or subcontractor to perform the appropriate lead based paint inspection.
4. Monitor and manage subcontractor activities for efficiency, accuracy and compliance with Program guidelines.
5. Maintain weekly communication with homeowners as required about scheduling and/or issues with the inspection activities being conducted at their properties.

Task (2.8): Accounting/Reporting and Closing

1. Provide a Program bank account for the receipt of Solution 2 and Solution 3 award payments, which will be sent by Program Management Contractor to the applicants.
2. Account for and reconcile all funds (a) requested and received from the State, (b) disbursed to applicants, (c) in process or in suspension, (d) returned by applicants and their insurance companies to the Program (through the insurance subrogation process), (e) returned as a result of grant

recapture, and (f) returned by applicants and recipients who decide to no longer participate in the Program (g) Record confirmation of EFT and checks cleared including uploading of cleared checks to applicants accounts in the Program system of record.

3. Administer the collection and processing of insurance subrogation funds; review and account for subrogation funds according to Program policies and procedures; and, record the subrogated funds in the State's system of record.
4. Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by the State.
5. Provide the State with activity, financial and progress reports as required to support billing for services and preparation of reports for State monitoring agencies and HUD.
6. Execute disbursement and draw requests according to Program policies, which at a high level include:
 - a. Notify the State of application approval and coordinate with the State for final approval.
 - b. Address questions and issues related to each applicant's disbursement.
 - c. Coordinate funding requests with the State.
 - d. Process and disburse payments.
 - e. Record and document all payments through EFT confirmations or cleared checks.
 - f. Create and execute an unclaimed funds process according to LDR.
7. Establish an escrow account for applicants required to contribute funds towards the Construction Activities. These funds must be disbursed prior to draw request of CDBG funds, per Program guidelines.
8. Obtain, manage and pay reconstruction, rehabilitation, construction, demolition, elevation services necessary to carry out the Program.

Task (2.9): Legal Services

1. Arrange for a legal service provider, subject to State approval, to provide legal services to the State. The provider of legal services should not be providing limited legal services through this or any other contract to program applicants or otherwise anticipate a legal representation of program applicants. The provider of legal services nor the provider of limited legal services should be assigned non-legal tasks associated with the Program (i.e. case management or inspections), but the legal service providers may be requested on behalf of the state to participate in or evaluate such other tasks or work product of those tasks. (See Task 2.5).
2. Provide legal advice to State regarding construction and warranty disputes and litigation and various programmatic issues.
3. Provide recommendations to address legal implications identified when reviewing Program policies and procedures.
4. Undertake any and all additional activities and functions authorized by OCD as required to determine an applicant's eligibility and to verify the validity of benefit determination inputs.

Task (2.10): Limited Legal Services

1. Arrange for one or more legal service providers, subject to State approval, to assist eligible low and moderate income applicants by identifying remedial and curative title/ownership actions to be undertaken by the applicant. Separate legal service providers are required for limited legal services and legal services (See Task 2.9). Anyone qualifying for the buyout option is eligible for limited legal services. All limited legal services are subject to an OCD cost reasonableness review.
2. Ensure that all limited legal services provided to an applicant are performed under the direction and supervision of one or more attorneys duly licensed and authorized to practice law in the State of Louisiana. Rates are subject to approval by the State Attorney General's Office.
3. Coordinate with the State to identify qualified applicants seeking such assistance.
4. Ensure that any provider of limited legal services does not provide to the applicants or homeowners legal services adverse to the interests of the State. Given the unique ethical considerations and confidentiality requirements attendant to such representation, work with the State in assuring that an attorney/client relationship is not established between the State or any of the limited legal service providers and the applicant by formulating a subcontract arrangement acceptable to the State, the Contactor and the limited legal services provider(s).

Such provider of limited legal services shall obtain from each applicant and homeowner(s) to whom it provides legal services a letter agreement establishing engagement for limited representation only and that the funding of legal services by the State under this contract does not establish an attorney/client relationship between the applicant and the Contractor or the State. The subcontract and templates of the engagement agreements must be approved in writing by the State.

Task (2.11) Applicant Relations

1. Provide PAC staff to support inquiries made by the applicants via walk-ins, scheduled appointments, phone, email, or online submission. The Contractor will provide as an ODC the necessary equipment, including a toll free phone number to accept and log all inquiries. PAC support will be provided from 8:00 AM to 5:00 PM, Central Time, Monday through Friday, excluding State holidays, unless otherwise approved or requested by the State.
2. Perform routine functions such as fielding and routing inbound calls, making outbound calls to follow up with qualified applicants identified to support targeted communications, schedule appointments, inspections, determine the status of an applicant, gather required documentation from the applicants, and assemble and name using the correct naming conventions in the required format in the system of record.
3. Track all inquiries, communications, meeting outcomes and action items in the applicable system of record.
4. Coordinate with other functional areas to draft correspondence for targeted mass mailings and/or applicant status updates for State approval.

5. Conduct applicant file research by reviewing internal documentation, regulations and policies, and any additional supporting documentation that has been submitted by the applicant.
6. Effectively communicate outcomes of research as it relates to regulations and program policies to applicants.
7. Develop a mediation (appeal) process to resolve disputes homeowners encounter.

Task (2.12): Document Management

1. Maintain current storage and retrieval of applicant documents, applicant-related emails, written correspondence, training material, Program policy and procedures (along with information leading up to the policy and procedures decisions) in an electronic environment for quick retrieval according to State and Federal guidelines for record retention. All documents and materials are the State's property.
2. Process, scan and upload documentation with the correct naming convention into the respective systems of record and/or a virtual location to be determined by the State. This may include documentation for existing applications and any other documentation resulting from quality assurance reviews.
3. Perform periodic file inventory.
4. Perform mail/email/text intake/outbound services.
5. Coordinate with other functional areas to execute targeted mass mailings (letter campaigns), email and text campaigns.
6. Document and store records electronically for every meeting between Contractor and the State and provide such documentation to the State.

Task (2.13): Anti-Fraud, Waste and Abuse Coordination

1. Perform process management, file review, reporting and document management, as required for the following:
 - a. Internal and external audits (federal, State and Legislative);
 - b. Analytic outlier reports;
 - c. Potential fraud investigations; and,
 - d. Responses to public record request(s), subpoenas, and prosecutorial support.
2. Develop and manage internal quality control processes to ensure consistency among a large number of staff.
3. Develop anti-fraud, waste and abuse policies and procedures, subject to State approval.

Task (2.14): Public Relations/Outreach

1. Coordinate outreach efforts, including call-out, email, text and letter campaigns, in accordance with an outreach plan to be developed by the Contractor and approved by the SPM.
2. Assist the OCD, as requested, to ensure that the media, local governments and the general public remain informed through mixed media messages (email, text and letters/postcards), community outreach, public relations, and public education efforts. OCD encourages participation with existing efforts, legislative offices, faith-based organizations, non-profit organizations and other community stakeholder organizations in this Program.
3. Create and provide website content maintenance, portal maintenance, and assist the OCD with written correspondence as required.

Task (2.15): Policy and Training

1. Implement, maintain, and update training administration procedures that ensure uniform and efficient training for all staff, including OCD staff.
2. Implement, maintain and update procedures for ensuring all Program policy areas are understood and consistently implemented, to be approved by OCD.
3. Implement, maintain and update checklists for all functional areas of Program policies and procedures.
4. Implement, maintain and update process flow diagram representing all functional areas of Program processes.
5. Maintain, update, and develop a centralized electronic repository to store current and historical policies and procedures, system design training materials and release notes, and all other related materials.
6. Provide staff on-boarding process for new and current hires.
7. Cross-train Program staff as required.
8. Coordinate, integrate, and manage the training activities of all staff responsible for providing Program services.
9. Review Program procedures to ensure that all training materials follow Program policy and procedures, updating materials as necessary.

Task (2.16): Grant Recapture

1. Develop grant recapture procedures.
2. Implement recapture process for applicants that may be required to return funds under Program rules at the request of OCD.

Task (2.17): Reporting

1. Create reports to track staff performance, inventory, staffing levels and aging/status of applicants throughout the process. External reporting is performed by QA/QC provider. However, Contractor may be required to perform internal reporting for tracking of internal process.
2. Prepare pipeline report with aging monthly and DRGR report quarterly to provide data required by OCD to monitor the progress of the Program.
3. Prepare flow charts of Program processes.
4. Create charts and maps of designated areas as requested by OCD.

Task (3): CLOSE-OUT

1. Close out files for all applications and closed transactions, including electronic files related to all stages of processing applications from the Program.
2. Provide final program cumulative activity and financial reports.
3. Provide all other documentation and certifications required by the contract and terms of the federal funding.
4. Participate in and cooperate with all activities associated with any transition to a successor staff, including but not limited to education and training.

4.0 Deliverables

Tasks to be accomplished under this contract will include associated deliverables, service level agreements, performance measures, and timelines, among other requirements. OCD will designate a State Program Manager (SPM) for this contract that will serve as the principal point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontract work.

Changes and additions to deliverables will be made upon thirty (30) days prior written notice to Contractor, subject to mutual agreement of the parties, State may (i) add or delete deliverables and/or (ii) modify existing deliverables, all pursuant to agreed upon procedures.

Contractor shall work with the OCD management to determine which metrics shall be measured and monitored for adequate contract performance. Contractor should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.

7.0 Project Requirements

GENERAL REQUIREMENTS FOR SOLUTIONS 1, 2, 3 and 4:

Contractor shall coordinate with other Program Contractor(s) and the homeowner to conduct a pre-award site inspection of each home for purposes of performing a reimbursement assessment and repair scope of work, cost to rebuild (square footage assessment) and to determine necessary repairs for use in developing a Program allowable cost SOW to restore the home to the Program approved standards and guidelines. Estimates shall be developed using the Xactimate software cost estimating tool, which will provide the maximum SOW calculation.

Assessment of necessary repairs shall address and incorporate any Federal, State, and local floodplain management requirements (including the use of best available data related to the flood hazard risk, if applicable) as assessments will also address Program requirements and standards dictated by the State of Louisiana and the requirements and policies of the U.S. Housing and Urban Development (HUD) as they relate to this Program.

Contractor will explain to the homeowner what damages are eligible for the Program and shall obtain all necessary documentation which should include current pictures, pre-construction pictures demonstrating the disaster related damages and the pre-construction condition of elements identified for inclusion in the proposed project scope of work. The entire structure, roof, attic, foundation should be inspected as part of the Damage Assessment.

Contractor will explain homeowner's options and responsibilities regarding the four (4) available solutions, so that the homeowner may make an informed decision as to which solution to pursue.

Contractor will prepare reimbursement assessments and repair scope of work and cost estimates, as applicable, based on inspection results using Xactimate software, following Program guidelines.

In addition, on rebuild and repair (Solutions 1 and 2) homes, Contractor will prepare interim progress inspections (S2 will be coordinated with applicant's project plan and draw schedule) to verify work complete on the property and will also perform a final inspection on the home to ensure all work included in the SOW was complete, per Program guidelines and procedures.

In the case of eligible homeowners with mobile homes, the Program will authorize full replacement of the mobile home and may authorize repair of wind damaged units that meet specific parameters. The SOW for mobile home replacement includes all costs to remove the existing damaged mobile home; prepare the site for the replacement unit; purchase, deliver, install and set-up with utilities the new or replacement mobile home. OCD will authorize the maximum SOW for this replacement. If elevation is required, the cost will be processed post grant execution as per policy.

CONTRACTOR'S GENERAL REQUIREMENTS FOR ALL SOLUTIONS:

Contractor must ensure all staff and subcontractors know and enforce housing policies required by OCD's Program and HUD (including, but not limited to, those addressing mobile homes, minimum standards, mold remediation, lead based paint, asbestos, floodplain requirements etc.). Contractor must also both ensure and document compliance with same.

Contractor must conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.

Contractor shall conduct criminal background checks for all personnel to be utilized for the Program, and ensure that only those who can successfully pass said checks are engaged on the project.

Contractor shall provide all staff and subcontractors working on the construction contract with identification, including a standard color collared shirt (T-shirt for construction workers is acceptable) and photo identification. The words: 'Program' and 'Contractor' are required to be clearly visible on both either shirt style and photo identification badges, which shall be designed to discourage and reduce chances of counterfeiting.

All Contractor staff and subcontractors meeting with homeowners must possess and present at all times approved work orders showing authorization to survey and conduct work on their homes. Work orders must clearly identify the scope of work and anticipated timelines for work completion as the Contractor must also provide documentation to the homeowner explaining the rights of the homeowner throughout the construction process. All documents required as part of these efforts that need a homeowner's signature must be in electronic format with the ability for the applicant to sign electronically.

Contractor will establish an escalation and resolution protocol for any homeowner issue resulting from contract operations and engagement, and shall keep the State informed as to the progress of all complaints.

Contractor will report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery.

Contractor shall provide competent and qualified, trained staff to work on the scope of services under this contract. OCD reserves the right to prohibit unqualified or incompetent staff of the Contractor from assisting with the implementation and administration of the Program. No key personnel may be assigned to the resulting Contract without the written consent of the State. When determining staffing levels, the Contractor must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Key personnel and operational staff are expected to be available to OCD Monday-Friday 8am-5pm, excluding State holidays. All employees who work greater than six (6) hours in a day are required to take a minimum 30 minute lunch break, which will not be compensated by OCD.

Contractor will be responsible for requiring that all personnel certify their time and allocate their time to specific eligible activities, consistent with the billing template approved by OCD. These time sheets must also include supervisory approval. Any hours in excess of 40 hours per week, 10 hours a day or hours worked on weekends require preapproval and must be necessary to complete assigned tasks. Any hours in excess of 40 hours per week require approval by the State and/or State Program Manager (SPM) and proof of payment to the personnel who work the excess hours. The Contractor will be paid at the same agreed upon billing rate listed in Attachment II (or lower negotiated rates) for all units/hours worked. Contractor will be required to coordinate with the State and gain State approval on staffing during recognized State and Contractor holidays.

State Furnished Resources

Currently the primary Program operations facility is located at 11000 Mead Rd, Baton Rouge, Louisiana. This facility is approximately 29,000 square feet.

A Grant Management System (the system of record and the program application used for processing applicants during the application and construction process through final file review and closure) will be provided and hosted by the State. The State may consider other software systems of record offered by the Contractor and will evaluate them based on their capability and complete functionality. Other options can only be considered when the State has the ability to procure the software, license, hosting, etc. independent of this Contract. Contractor shall provide design documentation along with functional and business requirements to the State for any customization required for the grant management system provided by the State to perform the services of this Contract. Upon State's approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of 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 for the Contractor's performance under this Contract.

Contractor shall be required to immediately notify the SPM in writing of circumstances where the nature or quantity of any resource provided under this section, or the failure of the State to provide resources required under this section, is preventing the performance of Contractor's obligations under this Contract. In the event that Contractor fails to provide such notice to the SPM, the Contractor may not base any delay or lack of performance under this Contract on the nature or quantity of resources provided under this Section or failure to provide required resources.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of this Contract.

Any end-user facing equipment (such as tablets or PC's), software, personnel in support of that equipment (i.e. Helpdesk), and any network connectivity to the end user facing equipment may be the responsibility of the Contractor. This will include any network equipment required to establish network connectivity via full peer-to-peer VPN tunnel connecting back to the State provided hosting environment (split tunnels will be strictly prohibited).

For facilities provided by the State, the Contractor may be required to provide desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for all staff and other non-Contractor personnel assigned by OCD at the location. Accordingly, the Contractor is expected to make full use of all available equipment prior to requesting additional equipment. Requests for additional equipment and supplies require Contractor's justification and State approval. Contractor expenses to provide any support services requested by OCD will be paid in accordance with Section 5.3, Other Direct Cost (ODC), subject to the conditions governing the payment of ODC expenses

All devices, software subscriptions and software, except wireless communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work, shall be furnished by the Contractor as an ODC in compliance with all OTS standards and policies. This applies to personal computer workstations, laptop computers, LAN equipment, multi-function devices and telephones.

Contractor will be responsible for providing its own office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.) at its own cost.

8.0 Personnel Qualifications

STAFFING:

Contractor shall provide adequate staffing in number and qualifications to successfully complete the Statement of Work described herein in a timely fashion. Contractor will be responsible for the management of staff and subcontractors and all personnel issues related thereto. All staff will be reviewed and are subject to approval by OCD. Contractor will not change personnel from one job classification title to another without approval by OCD through the staffing plan.

Contractor's resources should possess the following desirable qualifications to successfully manage and provide the services described herein.

Program Director

The Program Director provides oversight of this Contract and serves as the principal point of contact on behalf of the Contractor. The Program Director supervises all managers to ensure that all deliverables and deadlines are met. The Program Director is responsible for developing a monitoring plan for the Program, as well as negotiating contracts for any required subcontractors or vendors. The Contractor's Program Director is expected to provide high-level expertise across a broad range of business and related subject matter areas including public sector governance, project management, change management, and consensus building.

The Program Director should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level experience managing programs or projects with a \$10 million or more budget, and a complex network of functional area coordination.
3. At least five (5) years of Community Development Block Grant (CDBG) housing or Federal Emergency Management Assistance (FEMA) Hazard Mitigation Grant Program (HMGP) experience at the federal, state, or local level and/or private sector. A working knowledge of regulatory and statutory compliance requirements for CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
4. At least five (5) years of direct experience in the operations of a large scale (5,000 applicants or more) CDBG or FEMA-funded housing program.
5. Ability to coordinate with internal and external stakeholders of the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.
6. Ability to analyze, understand, and apply complex and/or technical materials such as directives, regulations, policies, Code of Federal Regulations, etc.
7. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
8. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.
9. Required to work on-site at location. No more than 2 weeks away during the calendar year is expected without prior authorization of OCD.

Senior Manager

The Senior Manager oversees the implementation of the Program, including the oversight of managers and distribution of resources within a specific functional area. The Senior Manager should maintain a complete understanding of all applicable Program policies and requirements.

A Senior Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level project/program management experience.
3. Four (4) years of experience in hazard mitigation, housing, community development, economic development or related fields. Experience with CDBG housing and/or FEMA hazard mitigation programs or similar programs/projects is preferred.
4. Must manage at least three (3) Managers and/or Project Managers, organize and prioritize work to ensure that adequate time and attention is devoted to individual tasks while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
6. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.

Manager

Manager should maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within the guidelines established. They will lead day-to-day program management activities and provide direct supervision to Case Managers.

A Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university.
2. At least five (5) years of professional level project/program management experience.
3. Three (3) years' experience in hazard mitigation, housing, community development, economic development or related fields. Experience with CDBG housing and/or FEMA hazard mitigation or similar programs/projects is preferred.
4. Must manage at least ten (10) Case Managers, organize and prioritize work to ensure that adequate time and attention is devoted to individual tasks while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.

Case Manager 3

Case Manager 3 should maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within the guidelines established. They may assist with or lead day-to-day program management activities, which may include processing, monitoring, tracking and reporting applications within a functional area with little or no direct supervision. Case Manager 3 may specialize in specific subjects within the functional area.

A Case Manager 3 should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. Three (3) years of relevant experience may substitute for the degree.

2. At least three (3) years of experience relevant to the functional area and/or experience providing specialized advisory service, which may include construction, financial, housing, and/or related industry knowledge. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Must manage at least six (6) Case Managers levels 1 or 2.
4. Knowledge, skills, and abilities necessary to perform the job function with little to no supervision, while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Ability to acquire a working knowledge of applicable rules and regulations and the ability to provide technical assistance for the Program.
6. Excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

Case Manager 2

Case Manager 2 is responsible for processing applicants within the functional area with limited supervision. They will maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within the guidelines established. Case Manager 2 may also provide support with day-to-day project management activities for a functional area, which may include monitoring, reporting, specialized advisory services and applicant consultation services, as applicable.

A Case Manager 2 should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.
2. Two (2) or more years of large-scale project experience, contributing at an operational analyst level. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Ability to perform the job functions under the supervision of others, while remaining acutely aware of goals, expectations, and deadlines.
4. Ability to acquire a working knowledge of applicable rules and regulations and/or specialized industry knowledge related to the functional area.
5. Provide Program technical assistance as applicable.
6. Excellent written and oral communication skills, strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

Case Manager 1

Case Manager 1 is responsible for processing applicants within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Case Manager 1 may also provide support with day-to-day project management activities, which may include outreach events, fielding and responding to inquiries made by applicants, document management, and other case tasks as directed by the OCD. All call center representatives are expected to bill at Case Manager 1 level.

A Case Manager 1 should possess the qualifications identified below:

1. A four (4) year Bachelor's or two (2) year Associate's degree from an accredited university. A combination of education and relevant experience will also be considered.
2. Two (2) or more years of experience providing customer service, call center services and/or clerical work. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Ability to perform the job function with direct supervision, while providing excellent customer service and remaining acutely aware of goals, expectations, and deadlines.
4. Ability to acquire and implement a working knowledge of applicable rules and regulations.
5. Excellent interpersonal, written and oral communication skills, ability to multitask and work independently.
6. Intermediate level Microsoft Office skills; ability to quickly learn new software applications.

Professional/Structural Engineer

Professional Engineer is responsible for performing assessments of construction methods used by contractors to elevate and/or reconstruct residential homes and to estimate costs of correcting any deficiencies in connection with work already performed, inclusive of structural assessment, as applicable.

Professional or Structural Engineer should possess the qualifications identified below:

1. A four (4) year Bachelor's from an accredited university.
2. Three (3) or more years of residential construction experience (i.e., elevations, reconstructions, etc.).
3. A licensed professional engineer in the state of Louisiana.
4. Ability to acquire knowledge of applicable rules and regulations.
5. Excellent interpersonal, written and oral communication skills, ability to multitask and work independently.
6. Intermediate level Microsoft Office skills; ability to quickly learn new software applications.

Surveyor, PLS

Surveyor, PLS should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university in civil engineering or surveying or equivalent work related experience.
2. Five (5) or more years of experience in surveying.
3. A registered professional land surveyor in the state of Louisiana.
4. Ability to draft scope definition, perform research and/or surveys, and supervise others.
5. Knowledge of mechanical drawing instruments or survey computer programs; nomenclature and symbols of drafting; surveying instruments and equipment and their use and care; principles and practices of land surveying; and state law regarding the establishments of plats, property lines, and survey monuments.
6. Ability to scope specific structural repairs required resulting from flood damage to a residential structure.
7. Apply knowledge of residential structural determinations caused by flood damage.

Project Manager/Subject Matter Expert (as needed)

Project management is the responsibility of a project manager. This person is responsible to maintain the progress, mutual interaction of various tasks in such a way that reduces the risk of overall failure,

maximizes benefits, and minimizes costs. **These positions must be approved by SPM and project justification must be provided.**

A Project Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level project/program management experience.
3. Project Management Professional (PMP) certification is preferred.
4. Four (4) years of experience in hazard mitigation, housing, community development, economic development, construction management or related fields. Experience with CDBG housing and/or FEMA hazard mitigation programs or similar programs/projects is preferred.
5. Must have the discipline to create clear and attainable objectives and to see them through to successful completion. The project manager has full responsibility and authority to complete the assigned project.
6. Track project performance, specifically to analyze the successful completion of short and long term goals.
7. Experience with process improvement and inventory control
8. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.

Construction Inspector/ Construction Estimator

Inspector is responsible for completing construction scope of work and reimbursement assessment, progress and final inspections of homeowners. They will maintain a complete understanding of all applicable Program policies, requirements, and evaluating protocols.

An Inspector should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.
2. Two (2) or more years of large-scale project experience, contributing at an operational, estimator or adjuster level. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Solution 1 progress inspectors must be IBHS Certified Evaluators
4. Construction estimating experience in the field of residential rehabilitation and new construction. Knowledge of local building codes and local permitting requirements.
5. Xactimate, XactAnalysis and/or CAD skills, to include training and field experience.
6. Excellent written and oral communication skills, strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

IT Service Desk Technician

A Service Desk Technician is responsible for supporting end-user devices. They will resolve client-side issues with hardware and software including troubleshooting, hardware replacement, software installation, networking and configuration.

A Service Desk Technician should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.

2. Three (3) or more years of professional level technical experience that include the support and configuration desktop systems.

IT Consultant

An IT consultant will advise management on the selection of information systems to ensure the alignment with business processes. They will be responsible for the selection, planning and oversight of information systems and will define and document business functions and processes.

An IT Consultant should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Five (5) or more years of management-level technical experience that include the oversight of IT personnel.
3. Ability to manage effectively with or without subordinates.

IT System Analyst

An IT System Analyst will provide the operational and development support of IT Systems. They will be responsible for the configuration, deployment and support of IT assets, applications and databases. The IT System Analyst will be expected to coordinate support for commercial software and assist with problem resolution.

An IT Consultant should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Five (5) or more years of professional level experience that includes software development and the support of information technology systems.

Clerical/Admin Assistant (This position may be used as a receptionist at a housing assistance center or elsewhere subject to approval by the SPM.)

A Clerical/Admin Assistant should possess the qualifications listed below:

1. A high school diploma or its equivalent.
2. One (1) of experience performing routine office administration, call center services and secretarial services. Additional education may substitute for experience.
3. Ability to provide call center operator functions, routine office functions and support services for management and staff.
4. Knowledge of standard office procedures, basic computer operations and office equipment operation.
5. Ability to prepare and process various types of correspondence, forms, faxes, and reports; make copies of documents and organize and file documents; answer and forward incoming calls; handle all outgoing and incoming mail responsibilities; compile and maintain records of office activities; tabulate and post data in record books or computers; as well as operate office machines and computer terminal to input and retrieve data.

NOTE: All personnel and their associated job classifications, including job classification title changes for existing personnel, must be approved by OCD prior to billing. If, during the course of the contract, the Contractor adds personnel to the contract team, the Contractor will submit each individual's resume

and proposed job classification to OCD for prior review and approval. Once approved by OCD, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications provided above and rate shall not exceed contract rate(s).

9.0 Performance Measurements

Contractor shall work with the OCD management to determine which metrics shall be measured and monitored for adequate contract performance. Contractor should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.

Monitoring Plan:

The monitoring plan is as follows:

1. Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scopes of Services and any directions from the SPM.
2. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion. The SPM will be responsible for review and acceptance of deliverables.
3. The SPM will provide oversight of the implementation of the Statement of Work to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

Attachment II - Price Schedule

Services Provided on a Unit Price

Description-Major UNIT Prices	Cost Per Unit
1A. Home Inspection Rehabilitation and Reimbursement	\$1,000.00
1B. Home Inspection Rehabilitation or Reimbursement	\$1,000.00
1C. Home Inspection Interim Progress Inspection	\$500.00
1D. Home Inspection Final Inspection	\$500.00

NOTE: NO HOURLY RATE EXPENSES WILL BE PAID FOR ANY SERVICES INCLUDED IN A MAJOR UNIT COST WITHOUT THE PRIOR WRITTEN APPROVAL OF OCD. THE FOLLOWING PERSONNEL COSTS ARE INCLUDED IN THE MAJOR UNIT COSTS GIVEN ABOVE:

Program Operations
Program Director
Senior Manager
Manager
Case Manager 3
Case Manager 2
Case Manager 1
Professional/Structural Engineer
Surveyor
Project Manager/Subject Matter Expert
Inspector/Estimator
IT Service Desk Technician
IT Consultant
IT System Analyst
Clerical/Admin. Assistant

Attachment II - Price Schedule**Services Provided on an Hourly Rate Basis**

Labor Category	Hourly Rate
Limited Legal Services	
Senior Partner (25+ years)	\$225.00
Partner (10-24 years)	\$200.00
Sr. Associate (5-9 years)	\$175.00
Associate (under 5 years)	\$150.00
Paralegal	\$70.00
Assistant Paralegal	\$50.00
Legal Services	
Senior Partner (25+ years)	\$225.00
Partner (10-24 years)	\$200.00
Sr. Associate (5-9 years)	\$175.00
Associate (under 5 years)	\$150.00
Paralegal	\$60.00
Assistant Paralegal	\$40.00
Program Operations	
Program Director	\$200.00
Senior Manager	\$172.00
Manager	\$128.00
Case Manager 3	\$80.00
Case Manager 2	\$70.00
Case Manager 1	\$48.00
Professional/Structural Engineer	\$100.00
Surveyor	\$75.00
Project Manager/Subject Matter Expert	\$162.00
Inspector/Estimator	\$78.00
IT Service Desk Technician	\$50.00
IT Consultant	\$135.00
IT System Analyst	\$100.00
Clerical/Admin. Assistant	\$45.00

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST. NO LABOR RATE CAN BE BILLED FOR SERVICES LISTED IN ANY UNIT COST WITHOUT THE PRIOR WRITTEN APPROVAL OF OCD.

***Rates charged for Limited Legal Services and Legal Services must be at rate charged by the subcontractor. Contractor may not receive a part of fees paid in connection with legal services.**

Attachment II - Price Schedule**Other Direct Costs**

Description	Cost Per Unit
1. Tier II Site Specific Review	\$575.00
2. Environmental Task-Certification of Categorically Excluded, (Subject To 24 CFR Part 58.5)	\$1,600.00
3. Environmental Task-Environmental Assessment	\$3,000.00
4. Lead Based Paint Inspection, Test and Report	\$1,300.00
5. Appraisal - Type 1004	\$550.00
6. Title - Abbreviated Grant Search Solution 1-3	\$250.00
7. Title - Full - Sale –Solution 4 Buyout/Acquisition	\$750.00
8. Closing - Solution 1, 2 & 3**	\$475.00
9. Closing - Solution 4	\$675.00
Limited Legal Services Unit-Based Services Description	
10. Cancellation Affidavit	\$75.00
11. In-State Power of Attorney Preparation and Execution for up to 4 people	\$125.00
12. Out-of-State Power of Attorney Preparation and Execution for up to 4 people	\$105.00
13. Affidavit of Distinction	\$75.00
14. Succession Proceedings (no administration), four heirs or less	\$800.00
15. Succession Proceedings (no administration), each additional heir above 4 heirs	\$125.00
16. Release of notice of seizure, preparation and filing	\$75.00
17. Affidavit of death domicile and heirship preparation and execution	\$100.00
18. Tutorship Proceeding	\$750.00
19. Tutorship Modification Order (ex parte)	\$250.00
20. Notarial Acts of Correction	\$75.00
21. Party Acts of Correction	\$150.00
22. Redemption of Tax Sales	\$100.00
23. Act of Donation, 2 Donors, 2 Donees	\$150.00
24. Renunciation of Succession	\$200.00
25. Release of Minor's Mortgage by Affidavit, up to two names	\$100.00
26. Interdiction Proceedings	\$500.00

***The cost per unit is fully burdened and includes all labor, travel and project expenses to provide the service.**

****Only one closing unit price may be charged per homeowner, regardless of multiple solutions being selected by a homeowner.**

Attachment III

INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Blanket Fidelity Bond OR Crime Coverage, including Employee Theft

Blanket Fidelity Bond Coverage shall have a minimum limit per occurrence of \$50,000 and shall be for the benefit of the State of Louisiana for loss resulting from dishonesty of Contractor's employees that are engaged in performing work under this contract. A Blanket Crime insurance policy, with a minimum of \$50,000 per occurrence for Employee Theft and endorsed to include the State of Louisiana as an named insured, is acceptable in lieu of the Fidelity Bond. Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of crime insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

OTHER INSURANCE PROVISIONS

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

Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Office of Community Development, Its Officers, Agents, Employees and Volunteers

617 N. Third Street, 6th Floor

Baton Rouge, LA 70802

Contract # CW8111

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively

responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

Certificate Of Completion

Envelope Id: DEECE1FE48614FB688DEE2C2165EFD6D	Status: Completed
Subject: CW8111 - HGA Program Management Contract 2023.docx	
Source Envelope:	
Document Pages: 91	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Chris Wuchte
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Chris.Wuchte1@la.gov
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Storage Appliance Status: Connected	Pool: DOA - OSP - Enterprise	Location: DocuSign

Signer Events

Jack Hunt
jhunt@hga-llc.com
VP
Security Level: Email, Account Authentication (None)

Signature

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Jack Hunt
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Barbara Goodson
Barbara.Goodson@la.gov
Security Level: Email, Account Authentication (None)

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Barbara Goodson
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Patrick W. Forbes
Patrick.Forbes@la.gov
Security Level: Email, Account Authentication (None)

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Pamela Rice
pamela.rice@la.gov
State Procurement Assistant Director
DOA-Office of State Procurement
Security Level: Email, Account Authentication (None)

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Allison Lansing allison.lansing@la.gov State Procurement Manager LA Office of State Procurement Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 159.39.101.2	Sent: 12/28/2023 8:25:23 AM Viewed: 12/28/2023 12:48:30 PM
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Louisiana - Office of Procurement (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Louisiana - Office of Procurement:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.dousay@la.gov

To advise Carahsoft OBO Louisiana - Office of Procurement of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at david.dousay@la.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Louisiana - Office of Procurement

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.dousay@la.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Louisiana - Office of Procurement

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to david.dousay@la.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Louisiana - Office of Procurement as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Louisiana - Office of Procurement during the course of your relationship with Carahsoft OBO Louisiana - Office of Procurement.