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**STATE OF LOUISIANA  
OFFICE OF COMMUNITY DEVELOPMENT**

**EMERGENCY CONTRACT FOR INBOUND CALL CENTER SERVICES**

The State of Louisiana, Office of Community Development ("OCD" or "State" or "Agency") and Conduent State & Local Solutions, Inc., 12410 Milestone Center Drive, Suite 500, Germantown, MD 20876, EIN 13-1996647, DUNS # 078644474, ("Contractor" or "Conduent"), do hereby enter into a Contract under the following terms and conditions. Contractor and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party".

**1.0 SCOPE OF SERVICES**

This Contract includes the following Attachments:

Attachment I- Statement of Work

Attachment II- Fees, Invoicing, Payment

Attachment III-Insurance Requirements for Contractors

**1.1 CONTRACTOR RESPONSIBILITIES:** During the term of this Contract, Contractor agrees to perform those services as set forth in Attachment I-Statement of Work, of this Contract. Any changes to the services described in Attachment 1- Statement of Work, of this Contract, shall be in writing and shall be mutually agreed upon by the parties. The provisions of this Contract shall apply in any discrepancy between this Contract and Attachment 1-Statement of Work, of this Contract. Additionally, Contractor agrees to be bound by the terms and conditions contained in the entirety of this Contract, including those terms and conditions set forth in Attachments I, II and III.

**1.2 STATE RESPONSIBILITIES:** During the term of this Contract, State agrees to perform specific responsibilities as set forth in Attachment I-Statement of Work, of this Contract, and to be bound by the terms and conditions contained in the entirety of this Contract, including those terms and conditions set forth in Attachments I, II, and III.

**2.0 ADMINISTRATIVE REQUIREMENTS**

**2.1 TERM OF CONTRACT**

This Contract shall begin on April 5, 2017 and shall end on June 10, 2017.

**2.2 WARRANTIES**

Contractor represents and warrants that:

**2.2.1**

Contractor shall perform all duties and obligations required of it pursuant to this Contract in accordance with accepted industry standards. Contractor warrants that the contracted services to be provided hereunder will be provided in good faith, with diligence and care by experienced and qualified personnel in a professional workmanlike manner.

### 2.2.2

Contractor will comply with all applicable federal, state and local laws, rules and regulations.

### 2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

Contractor will indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State *may* require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

#### 2.4 STAFF INSURANCE

Contractor shall procure 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, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount included in Section 5.0. For insurance requirements, refer to Attachment III-Insurance Requirements for Contractors, of this contract.

#### 2.5 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

#### 2.6 SECURITY

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

#### 2.7 TAXES

Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown on Attachment II-Fees, Invoicing, Payment, of this Contract.

#### 2.8 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes 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. Contractor shall not be required 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 this Contract, or is rightfully obtained from third parties.

#### 2.9 QUALITY ASSURANCE REVIEWS

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

#### 3.0 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. Contractor retains exclusive ownership rights to any pre-existing templates or other documentation produced in whole outside of this Contract.

#### 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 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, OGB hereby agrees to pay Contractor a maximum fee of \$491,412.00, inclusive of Contractor's out-of-pocket travel, technology/licenses and personnel training costs. Subject to the approval of the Office of State Procurement, the Parties may agree to execute a written amendment to the Contract to increase this amount if warranted by the need for additional services.

#### 5.1 PAYMENT TERMS

##### 5.1.1 INVOICES

The State shall be invoiced in accordance with the schedule and prices set forth in Attachment II- Fees, Invoicing, Payment, of this Contract. Payment of invoices is due upon receipt and past due as set forth therein.

#### 5.2 NONPAYMENT

If Contractor has not received payment of an Invoice by the due date described within Attachment II, Contractor shall have the right to file a complaint with the Director of Office of State Procurement in accordance with La. R.S. 39:1673.

#### 6.0 TERMINATION

##### 6.1 TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure or in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option place the Contractor in default and the Contract shall terminate on the date specified in such notice.

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 give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## 6.2 TERMINATION FOR CONVENIENCE

The State may terminate this Contract at any time without penalty by giving seven (7) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for all work performed, to the extent work has been performed satisfactorily.

## 7.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved by the provisions of La. R. S. 39:1673.

## 8.0 AVAILABILITY OF FUNDS

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

## 9.0 OWNERSHIP OF PRODUCT

Upon completion of this Contract, or if terminated earlier, all reports, data files, documentation, records, worksheets, or any other materials related to this Contract shall become the property of State. All such reports, records, worksheets, or materials shall be delivered to the State within thirty (30) days of the completion or termination of this Contract. The State hereby acknowledges that Contractor will be leveraging certain software and hardware tools (collectively, "Contractor Tools") when performing the services hereunder. These Contractor Tools are either owned or licensed by Contractor. Contractor hereby grants the State and all parties named in paragraph 11.0 of this Contract, Right to Audit, a non-exclusive and non-transferable license to use and access the functions, reports, output and other materials derived from or otherwise produced by the Contractor Tools. The State may not modify, reverse engineer, decompile or otherwise disassemble the Contractor Tools. The State and all parties named in paragraph 11.0 of this Contract shall have no residual rights to the Contractor Tools beyond the term of the Contract except for the purposes of complying with paragraph 12.0 of this Contract, Record Retention.

## 10.0 NONASSIGNABILITY

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

## 11.0 RIGHT TO AUDIT

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, the State of Louisiana Division of Administration, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services

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

#### 12.0 RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract.

#### 13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration. No oral understanding or agreement not incorporated into this Contract is binding on any of the Parties.

#### 14.0 FUND USE

Contractor agrees not to use proceeds from this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is 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.

Contractor and all Sub- contractors 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 Sub- contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contractor is prohibited from using, and is responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Contractor will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

#### 15.0 NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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.

#### 16.0 ANTI-KICKBACK CLAUSE

Contractor shall agree to comply with the requirements of 44 CFR § 13.36 (1(i) to 6(i)), as it pertains to Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon (40 U.S.C. 276a to 276a-7), § 103 and 107 of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor is responsible for ensuring that all subcontractors comply with the requirements of the 44 CFR § 13.36 (1(i)- 6) as it pertains to Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon (40 U.S.C. 276a to 276a-7), § 103 and 107 of the Contract Work Hours and Safety Standards Act, 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.

#### 17.0 CLEAN AIR AND WATER

Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

#### 18.0 ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 19.0 ELIGIBILITY STATUS

Contractor, and each tier of subcontractor, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

#### 20.0 HEADINGS

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

#### 21.0 APPLICABLE LAW

This Contract shall be governed by and interpreted In accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### 22.0 CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq. Code of Governmental Ethics) applies to 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.

#### 23.0 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

#### 24.0 DRUG-FREE WORKPLACE REQUIREMENT

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Contractor and any third parties using funds under this Contract.

#### 25.0 GENERAL COMPLIANCE

The Contractor and all subcontractors will comply with all current applicable Federal, state, and local laws, including, but not limited to 2 CFR 200, and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>)

#### 26.0 ENVIRONMENTAL CONDITIONS

Contractor shall agree to comply, insofar as they apply to the performance of this Contract, with all applicable standards, orders or regulations issued pursuant to FEMA Environmental Review Procedures 44 CFR Part 10, as it pertains to the National Environmental Policy Act regulations (43 FR 55978 (1978)), Executive Order 1191, 42 FR 26967 (1977) and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470); 44 CFR § 13.36 (i) (12) as it pertains to § 306 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The Contractor is responsible for ensuring that all subcontractors comply, insofar as they apply to the performance of this Contract, with all applicable standards, orders or regulations issued pursuant to FEMA Environmental Review Procedures 44 CFR Part 10, as it pertains to the National Environmental Policy Act regulations (43 FR 55978 (1978)), Executive Order 1191, 42 FR 26967 (1977) and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470); 44 CFR § 13.36 (i) (12) as it pertains to § 306 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

#### 27.0 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR, Section 13.36, 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 Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit, which is part of this Contract.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person

affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

#### 28.0 SEVERABILITY

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

#### 29.0 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 Contract, receive funds, authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

#### 30.0 SUBSTITUTION OF KEY PERSONNEL

No key personnel has been identified for this Contract.

#### 31.0 PUBLIC COMMUNICATIONS

Contractor shall not issue any public communications regarding the Contractor's activities under this Contract without the prior consent of the OCD.

#### 32.0 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.

#### 33.0 PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the contract shall forthwith be amended to make such insertion or correction.

#### 34.0 NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. 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 this 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 provision does not affect the indemnity and insurance obligations under this Contract.

35.0 SECTION 3 COMPLIANCE IN THE PROVISIONS OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### 36.0 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.

### 37.0 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

### 38.0 NOTICES

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

If to State:

Executive Director  
State of Louisiana  
Division of Administration  
Office of Community Development  
Disaster Recovery Unit  
Mailing Address: P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
(225) 296-9600  
(fax) (225) 219-9605

If to Contractor:

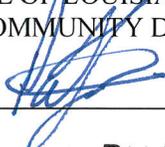
David Wright  
Senior Vice President  
12410 Milestone Center Drive, Suite 500  
Germantown, MD 20876801.567.5259

Fax: 301-820-4697  
DAVID.WRIGHT2@conduent.com

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THUS DONE AND SIGNED on the date(s) noted below.

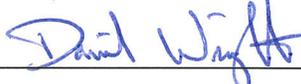
STATE OF LOUISIANA, OFFICE  
OF COMMUNITY DEVELOPMENT

  
\_\_\_\_\_  
NAME: **Patrick W. Forbes**  
TITLE: **Executive Director**

TITLE: \_\_\_\_\_

DATE: 4.17.17

CONDUENT STATE & LOCAL  
SOLUTIONS, INC.

BY:   
\_\_\_\_\_  
NAME: **David WRIGHT**

TITLE: **SVP**

TITLE: \_\_\_\_\_

DATE: 4-12-2017

STATE OF LOUISIANA, DIVISION  
OF ADMINISTRATION

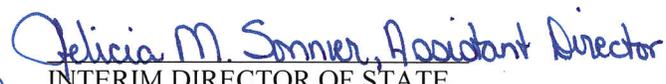
BY:   
\_\_\_\_\_  
NAME: **Desiree Honoré Thomas**

TITLE: **Assistant Commissioner**

TITLE: \_\_\_\_\_

DATE: 4/17/2017

APPROVED BY:

  
for **Felicia M. Sommer, Assistant Director**  
INTERIM DIRECTOR OF STATE  
PROCUREMENT

DATE: 4/18/17

**ATTACHMENT I  
STATEMENT OF WORK**

DESCRIPTION OF SERVICES:

Providing Inbound Call Center Services to assist Louisiana homeowners who suffered flood damages in the March and August 2016 floods to understand the Restore Louisiana Homeowner Program (ReLa) and fill out the electronic survey which will provide entry into ReLa.

NAME OF PROGRAM: State of Louisiana Restore Louisiana Call Center service

PROGRAM LAUNCH DATE: April 5, 2017

TERM (Service Period): April 5, 2017-June 10, 2017. The term of the Contract may be extended by mutual consent of the parties subject to the approval of the Office of State Procurement.

SOLUTION OVERVIEW:

CONTRACTOR RESPONSIBILITIES:

1. Program Minimum
  - a. Provision of staff of trainers/managers who will be responsible for the training of hired customer service representatives (CSR's) for the Contractor. Such staff shall receive their initial training beginning on April 6, 2017.
    - i) Call center staffing shall be targeted at 80 CSR's for the week beginning April 10, 2017 with a goal of having 40 CSR's available to assist callers during operation hours.
    - ii) Due to the lack of available forecasts, projected staffing is premised on staffing estimates. Conduent shall use commercially reasonable efforts (defined as applying a level of effort that is fair, done in good faith, and corresponding to commonly accepted commercial practices) to maintain a targeted 90% of calls answered in 60 seconds or sooner for the duration of this Contract. Contractor will resolve any issues with this performance metric within two (2) operational days. If needed, Parties will add additional CSR's in accordance with paragraph "b" below. . If the Parties are unable to resolve the speed to answer metric set forth in this paragraph, the State may either (i) impose a penalty as set forth in Attachment II, Section D (Service Guarantee); or (ii) terminate the Contract for the convenience of the State.
    - iii) Contractor shall use commercially reasonable efforts to meet the required staffing levels specified in sub-sections "i" above to provide up to 40 CSRs during each hour of operation.
  - b. If call volume overwhelms targeted CSR resources, the State may either (i) add additional CSR's by means of written authorization from OCD followed by a signed addendum to this Contract executed by both parties or (ii) terminate the Contract for the convenience of the State.
  - c. Estimated 10 minute call time (average) is assumed for purposes of the Contract. If the average call time exceeds 10 minutes, the State may either (i) add additional CSR's

pursuant to sub-paragraph "b" above or (ii) terminate the Contract for the convenience of the State.

- d. Contractor staff will assist affected homeowners with ReLa general questions and, if necessary, assist them to fill out the electronic survey.

2. Key Requirements

- a. Answer live calls.
- b. Provide detailed reporting and call statistics as required by OCD with a minimum of three (3) reports daily.
- c. Call center hours: 7:00 a.m. CDT- 7:00 p.m. CDT- Mon - Sat for the period from April 10, 2017 - June 10, 2017.

3. Project Length April 5, 2017 – June 10, 2017

Contractor will use scripts or call guides only as approved in advance in writing by State and shall disposition the call pursuant to agreed-to protocols.

IT/PROGRAMMING ACCOUNT LAUNCH:

The State will provide Contractor and CSR's with access to the State system, the eGrants Technology Platform via the internet, for purposes of completing the electronic ReLa Survey for callers.

CONTRACTOR WILL PROVIDE:

Contractor will provide daily and weekly reports, including standard Automatic Call Distribution (ACD) reports.

HOURS OF OPERATION AND SCHEDULE:

Monday- Saturday 7:00 am – 7:00 pm Central time.

STATE RESPONSIBILITIES:

Inbound Campaigns

Provide train the trainer information via phone and WebEx, call guidelines, as soon as they are available.

Contractor shall provide State with a Requirements Document ("Document") that describes all of the mutually agreeable account set-up details. State agrees to review the Document and communicate revisions to Contractor within three (3) days from receipt of the Document. Contractor shall not be liable for any performance failures, errors or omissions due to improper training by the State or missing information not communicated to Contractor. Contractor will communicate to the State any need of which the Contractor has knowledge for additional clarifications to the ReLa Program information required to prevent improper training or missing information. State shall provide to Contractor, prior to the start date of this contract, the following Implementation Information ("Information") in connection with this Contract:

- Approval of Scripts/Call Guides/Associated Material prepared by Contractor.
- Printed Advertisements, if any.
- System requirements.
- Calls routed to Conduent DID (Direct Inward Dialing) which provides access to an operator rather than an automated message or attendant.

- Specific reporting requirements or otherwise standard reporting will be provided.

**ATTACHMENT II  
FEES, INVOICING, PAYMENT**

**SECTION ONE: FEE SCHEDULE:**

Item	Description	Hourly Rate	# of hours	Fees
Program Launch	Includes all work required to launch the program including Contractor's Technology platform customization, script or template creation, reports programing, system development, etc.	N/A	N/A	-
Initial Training	Four hours of training: 80 employees	\$19.95	320 Hours	\$6,384.00
Operation cost	20-40 employees (average about 30) 12 hours/day 6 days/week 54 days of operation during 9 contract weeks	\$24.95	19,440 Hours	\$485,028.00
Total Costs		N/A	N/A	\$491,412.00

Each payroll hour will be considered a billable hour, independent of how many calls are answered by the CSR during that hour.

**SECTION TWO: PROGRAM LAUNCH FEES, INVOICING, PAYMENT:**

A. **PROGRAM LAUNCH FEES:** Program Launch Fees and Initial CSR Training, as set forth above, in the estimated amount of \$6,384.00 which includes the initial training of staff to allow for up to 80 CSR FTEs , managing the call center, supervisors, and trainers and total set up costs. Only one initial training session has been assumed. Should additional CSR's be required and mutually agreed to via a signed addendum, additional training sessions will be billable at the same hourly rate as the initial training. Each training will take four hours.

B. **INVOICING:** Contractor shall invoice the State via email at [Eddie.Legnon@la.gov](mailto:Eddie.Legnon@la.gov).

Invoicing for all services incurred under this Contract shall occur on a Monthly Basis for the prior month of services.

C. **PAYMENT:** Payment is due within thirty (30) calendar days of presentation of invoice.

Interest due by OCD-DRU for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

D. **SERVICE GUARANTEE:** Contractor will provide a minimum of 20 full-time equivalent ("FTE") CSR's during the period of 7am to 7pm CDT each operational day (Monday-Saturday). Additionally, Contractor will use commercially reasonable efforts to maintain a targeted 90% of calls answered in 60 seconds or sooner for the duration of this Contract. For every operational day that(i) the

average FTE falls below 20 FTE CSR's, or (ii) Contractor fails to meet the targeted 90% of calls answered in 60 seconds or sooner, the Contractor will be assessed a \$100 penalty per day with the maximum penalty not to exceed \$1,000 per month in total. Any penalty assessed will be deducted from the payment of the next invoice.

**ATTACHMENT III  
INSURANCE REQUIREMENTS FOR CONTRACTORS**

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause.
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non- owned coverage. If an automobile is to be utilized in the execution of this Contract, and the Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily Injury, personal injury and property damage, \$2,000,000 general aggregate.
2. Workers Compensation and Employers Liability; Workers' Compensation limits as required by state law. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

3.0 RESERVED

4.0 OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" on the Commercial General Liability policy with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

5.0 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. 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.

7.0 SUBCONTRACTORS

Contractor shall require that all subcontractors to carry insurance policies that are materially equivalent to the requirements stated herein.