**STATE OF LOUISIANA**

**CONTRACT**

**PO#** 2000462471

The State of Louisiana, Division of Administration, Office of Community Development, hereinafter sometimes referred to as "OCD" or the "State", and Hunt, Guillot & Associates, LLC, 603 Reynolds Drive, Ruston, Louisiana 71270, hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. Contractor and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

## 1 GENERAL AND ADMINISTRATIVE INFORMATION

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

### 1.1 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in the Scope of Services, Attachments I and II. 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 – Scope of Services for Program Management Services

Attachment II –Scope of Services for Building/Construction Management Services

Attachment III – Rate Schedule

Attachment IV- Service Level Deliverables and Performance Measures

NOTE: The Contractor may not be the exclusive provider of any of the tasks in Attachments I and II. The Contractor may provide either Program Management or Building/Construction Management Services, a combination of the tasks or specific tasks within the Program Management and/or Building/Construction Management Services, 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.

### 1.2 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.

## 1.3 PERFORMANCE MEASURES

The performance of this Contract will be measured by the State Program Manager (SPM) who is authorized on behalf of the State to evaluate the Contractor's performance against the criteria in Attachments I and II and any communications from the State Program Manager.

## 1.4 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 Attachments I and II 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.

## 1.5 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachments I and II: Scope of Services.

## 1.6 DELIVERABLES

See Attachment IV- Service Level Deliverables and Performance Measures

## 1.7 SUBSTITUTION OF KEY PERSONNEL

Personnel identified in the Proposal and other key personnel, including the Contractor's Program Director and Senior Manager(s), assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

## 2 BACKGROUND CHECKS

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

**Bureau of Criminal Identification and Information**
Baton Rouge, LA 70896-6614
225-925-6095

http://www.lsp.org/who_support.html#criminal
http://www.lsp.org/pdf/crAuthorizationForm.pdf

The OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a "no findings" result.

**Drug Screening**

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no "findings" result before the employee is assigned to this Contract.

## 3 ADMINISTRATIVE REQUIREMENTS

### 3.1 TERM OF CONTRACT

The term of THIS contract shall begin on November 18, 2019 and end on November 17, 2022 unless terminated earlier in accordance with the provisions herein. Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

Notwithstanding the foregoing, in no event, shall this Agreement be valid until it has been approved in writing by the Attorney General in accordance with La. R.S. 39:1565, for legal services only, and the Office of State Procurement in accordance with La. R.S. R.S. 39:1595.1.

### 3.2 STATE FURNISHED RESOURCES

eGrants version 4.1 shall be provided as the Grant Management System (the system of record and the program application used for processing applicants during the application process) and hosted by the State. If applicable, the Contractor shall provide design documentation and requirements to the State for any customization required for the eGrants system 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).

Additional software or licenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an ODC. Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

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 are 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).

The State has located Housing Assistance Centers (HAC) in areas most impacted by flood damages, including, but not limited to East Baton Rouge, Ouachita and Tangipahoa parishes. All or some of these facilities may be operational during the services of this Contract. For facilities, including, but not limited to HAC's, provided by the State, the Contractor will be required to provide adequate desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, PC/desktop support, and LAN support for all staff 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 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.

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 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.

### 3.3 LICENSES AND PERMITS

Throughout the term of the Contract, the Contractor shall secure and maintain any and all licenses and permits required by law, including, but not limited to, a Residential Contractor's license and a Commercial Contractor's license with a Building Construction classification, issued by the Louisiana State Licensing Board for Contractors a well as pay inspection fees required to perform the work required to complete this Contract.

### 3.4 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

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. Contractor's federal tax identification number is 72-1354146, DUNS 012836610, and State tax identification number 9588534

In accordance with La. R.S. 39:1624(A) (10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR prior to the approval of this Contract by the Office of State Procurement (OSP). The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

## 3.6 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 this 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 concerning this project without prior express written approval of the OCD.

The obligations under Section 3.6 and its Subsections shall survive the termination or expiration of the Contract.

### *3.6.1 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 3.6.2. 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.

### *3.6.2 State's Procedural Requirements*

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Restore Database or 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 3.6 and the Subsections thereof. The obligations under Section 3.6 are in addition to, and not in place of, the items outlined under Attachments I and II, Scope of Services.

### *3.6.3 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.

### *3.6.4 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 Restore Database 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 the 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.

### *3.6.5 Subcontract Agreements*

The Contractor shall require agreements with all Subcontractors to include the provisions of Confidentiality, Section 3.6 and its Subsections. The OCD shall be provided copies of such Subcontractor agreements upon request. All Subcontractor agreements will follow the provisions of this contract and incorporate same by reference.

### *3.6.6 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.

### 3.6.7 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 Sections 29 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.

## 4 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 services, State hereby agrees to pay to Contractor a maximum amount of $6,500,000. The maximum amount of legal services, including limited legal services, to be paid under this Contract shall not exceed $200,000.

## 4.1 PAYMENT TERMS

Contractor may submit invoices, not more frequently than biweekly, in accordance with the rate schedules provided in Attachment III. 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 the 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 OCD Finance Manager, or designee.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

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

### *4.1.1 Payment for Services Provided on an Hourly Fee Basis*

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. 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 or workers' compensation, 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. This hourly rate shall be fully burdened and include all travel and Program expenses.

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

### *4.1.2 Payment for Services Provided on a Unit/Fee Price*

Payment for services performed on a unit or fee price basis will be made on the basis of invoices submitted to the State documenting either 1) 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, or 2) the authorized cost of construction for each SOW being billed and the associated fee per Attachment III. 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 or fee -price 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.**

### *4.1.3 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.

### *4.1.4 Payment for Construction Activities (Grant Proceeds)*

For each Solution 1 completed (rehabilitation) home, the OCD shall pay the Contractor the approved Xactimate SOW price.

Once the value of work performed on a home reaches 50% of the work to be completed, and when work done to-date meets the standards of quality established under the Contract, as certified by the Contractor, the OCD shall make a progress payment to Contractor equal to 50% of the SOW (less fee proposed and accepted by the OCD. See Attachment III). Any escrowed funds must be drawn prior to payment from the OCD upon approval of draw request from the OCD.

The remaining balance of the SOW due to the Contractor for a specific home (minus any delay penalties imposed on the Contractor due to construction delays), including the agreed-upon Contractor fee associated with the project, will be paid after:

1. Completion and final acceptance of all work on the home; and
2. Delivery of all Program required documentation; and
3. Presentation of release of all claims against the OCD arising from the work on the home.

If the SPM determines evidence is necessary to substantiate claimed costs, the SPM may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor.

Any request for payment must reflect the amount of any escrowed homeowner funds. Upon approval of a payment request by SPM, Contractor may draw the escrow funds.

## 4.2 RETAINAGE

All payments are subject to a ten percent (10%) retainage excluding Other Direct Costs (ODC), payment of costs or fees associated with Construction Activities 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.

## 4.3 OTHER DIRECT EXPENSES

Any and all "Other Direct Costs" (ODCs) must be approved in advance of purchase by the SPM, or designee, and OCD Finance Manager. 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 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 proposed.** 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.

### 4.3.1 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

Contractor shall have any new contractual agreement to be paid as an ODC, including leases and software licenses, assignable to the State at the termination of the Contract. 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, Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

### 4.4 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.

### 4.5 DELIVERABLES/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 Contract execution by all parties. Contractor shall pay to the OCD as a delay penalty, the sum of $200 for each calendar day of delay.

For each home under Solution 1 (Turnkey), the Contractor shall complete all work required under this Contract within 120 calendar days (180 calendar days for reconstruction, with or without elevation) of the latest of: (a) the date of the notice to proceed by the OCD or its designee; (b) a date thirty (30) days following the date of the notice to proceed by the OCD or its designee, if the homeowner has not vacated the home; or (c) a date otherwise approved in writing by the State Program Manager. If the Contractor fails to complete the work within the time specified according to the approved schedule, or any approved extension, the Contractor shall pay to the OCD as a performance penalty, the sum of $200 for each calendar day of delay.

See Attachment IV, 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.

## 5 TERMINATION

### 5.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith

to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Contractor will be considered.

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

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

### 5.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. With respect to legal services only, the State shall have the right to cancel those services for any reason by giving the legal firm written notice sent by certified mail to the legal firm's address.

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

### 5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. 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 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, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## 6 INDEMNIFICATION AND LIMITATION OF LIABILITY

### 6.1 GENERAL INDEMNITY LANGUAGE

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

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

In addition to the foregoing indemnification agreement, Contractor specifically agrees to defend, indemnify and hold harmless the State against all claims, suits, losses or damages ("claims") arising out of or relating to reconstruction, rehabilitation, construction, new construction, demolition, and/or elevation work performed by Contractor, its agents, employees, partners or Subcontractors (whether or not caused by their negligence or fault), including without limitation, from construction defects or improper construction and/or from the delays in the completion of work related to the applicable home; provided however, that this provision shall not apply to the extent that a claim arises out of the fault of a third party over which the Contractor had no control and which the Contractor could not reasonably anticipate and prevent.

Contractor specifically agrees to defend, indemnify and hold harmless the State against all claims, suits, losses or damages ("claims") arising out of any liens which may have been or may be asserted by any person or entity who performed reconstruction, rehabilitation, construction, new construction, demolition, and/or elevation work in connection with the Restore Program.

At the State's option, counsel providing the defense of the State shall be selected by the State.

## 6.2 WARRANTIES

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

Warranties may be added, revised, modified, or, all of the foregoing based on the services to be provided by the Contractor. Warranties may also be added or modified in the ADDITIONAL TERMS and CONDITIONS of any executed Task Order(s). In addition, Contractor will provide homeowner a one (1) year (from the date final inspection complete) Contractor warranty on all Construction Activities (For reconstruction, the Louisiana New Home Warranty Act will apply.)

## 6.3 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and 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.

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## 7 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## 8 FUND USE

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.

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.

## 9 ASSIGNMENT

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 to a 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.

## 10 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, 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 for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by the OCD.

The State 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 OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

## 11 CONTRACT MODIFICATION

No amendment or variation 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.

## 12 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 State 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.

Franklin Associates, LLC

The Workforce Group

CSRS, Inc.

Carrera Management Group, LLC d/b/a Bravo Program and Construction Management

Fishman Haygood

Dunlap Fiore

With the prior approval of the Attorney General, Contractor has the authority to subcontract with other attorneys or law firms with the appropriate expertise and experience for the legal services under this Contract and under the same terms and conditions as set forth herein.

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.

Neither the Contractor nor any of its subcontractors shall also contract for services under the separate Quality Assurance/Quality Control (QA/QC) contract entered into by State for program monitoring services. The Contractor shall not contract with any other subcontractor(s) without the express written approval of the State.

## 13 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 Veterans' 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; 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; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

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.

## 14 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.

## 15 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/search/?s=omb+circulars.

## 16 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.

## 17 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 OCD's 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 OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by the OCD.

## 18 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.

### 18.1 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.

## 19 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR§ 13.36, 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 Program or 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.

## 20 LABOR STANDARDS

For the CDBG Programs: 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.

## 21 ENVIRONMENTAL CONDITIONS

For CDBG Programs: 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 (for CDBG Programs). 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.) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). 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.

## 22 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.).

## 23 UNIFORM RELOCATION ACT

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.

## 24 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 44 CFR § 13.50 and 44 CFR § 13.42 (FEMA) and/or 24 CFR §570.509 (CDBG) for project closure. Contractor's obligation to the 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. 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

## 25 INSURANCE

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

**Contractor's Insurance:**
The Contractor shall 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 cost of such insurance shall be included in the total Contract amount.

**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 Insurance:** 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 $5,000,000. 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.

**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.

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of $2,000,000. 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.

**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. The policy shall not be cancelled for any reason, except non-payment of premium.

**Bonding/Builder's Risk:** Before commencing work, the Contractor shall furnish the State with a certificate of insurance evidencing that Builder's Risk Insurance (fire and extended coverage) on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force with limits of liability of at least $1,000,000 per occurrence. The Builder's Risk Insurance shall be for the benefit of the Contractor and the OCD as their interests may appear and each shall be named in the policy or policies as an insured. Policies shall furnish coverage at all times for the full cash value of all completed construction, previously existing structures, as well as materials in place and/or stored at the site(s), whether or not partial payment has

been made by the OCD. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the homeowner.

Contractor will be required to obtain Performance and Payment Bonds in the amount of $1,000,000 for the construction services provided under Solution 1 Turnkey (Full Service). Contractor must deliver to State within seven (7) business days of contract execution a performance bond with Power of Attorney, on the forms provided, in an amount equal to $1,000,000 and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

Contractor hereby agrees and acknowledges that failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract may result in forfeiture of Performance and Payment Security.

**Crime Insurance, which incorporate fidelity bond insurance:** Contractor or any subcontractor involved in the handling of State, HUD, and FEMA funds shall be required to maintain Commercial Crime Insurance in the amount of not less than $5,000,000. 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 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 OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this contract, the Contractor may carry deductibles in the amount for $250,000 or less.

### 25.1 OTHER INSURANCE PROVISIONS

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

A. **Commercial General Liability, Automobile Liability, and Cyber Liability Coverages** – The OCD, 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 OCD.

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

B. **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 OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

C. **All Coverages** – All policies must be endorsed to require 30 days written notice of cancellation to the OCD. 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 OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall 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 OCD 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 OCD, its officers, agents, employees and volunteers.

D. **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.

E. **Verification of Coverage** - Contractor shall furnish the OCD 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 OCD 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
Restore Louisiana (Restore) Program Selected Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The OCD 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 OCD, 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.

F. **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. Exceptions to the insurance requirements prescribed herein may be made with the written approval of the OCD. Contractor shall furnish the OCD with Certificates

reflecting proof of required coverage for all first tier subcontractors. The OCD reserves the right to request copies of all subcontractor's Certificates at any time.

## 26 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

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. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## 27 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.

## 28 DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

## 29 OWNERSHIP OF DOCUMENTS

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 materials 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 OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

## 30 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.

## 31 ELIGIBILITY STATUS

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

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.

## 32 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.

## 33 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 OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

## 34 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.

## 35 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.

## 36 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.

## 37 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.

## 38 ORDER OF PRECEDENCE

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

## 39 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:
Jack Hunt, Vice President
Hunt, Guillot & Associates, LLC
9357 Interline Avenue
Baton Rouge, LA 70809
225-927-6525
jhunt@hga-llc.com

## 40 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 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. The warranty requirements under Solution 1 (Turnkey) situations are not limited by this Section.

## 41 PUBLIC COMMUNICATIONS

The Contractor shall not issue or participate in any public communications, public meetings, or communications with elected officials or their representatives regarding the Program and/or 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 the OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from the 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 the OCD personnel in 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 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.

## 42 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.

## 43 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.

## 44 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.

## 45 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.

## 46 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.

## 47 WAIVER OF NON-COMPETITION ENFORCEMENT

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

## 48 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 the 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 the OCD as an Other Direct Cost.

## 49 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but no limited, to the Commissioner of Administration's authority in procurements matters.

## 50 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. The Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

## 51 E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

## 52 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. 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.

Balance of this Contract left blank intentionally.

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date above:

By: _____

Name: Patrick W. Forbes

Title: Executive Director

Date: 11.27.19

**OFFICE OF COMMUNITY DEVELOPMENT**

By: _____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: 11/27/2019

**DIVISION OF ADMINISTRATION**

By: _____

Name: JACK HUNT

Title: VICE PRESIDENT

Date: 11/20/19

**CONTRACTOR**

# ATTACHMENT I, SCOPE OF SERVICES FOR PROGRAM MANAGEMENT SERVICES

The Louisiana Division of Administration, Office of Community Development requires services to support the implementation and administration of the Restore Louisiana Program (hereinafter referred to as "Restore Program"). In addition to the Restore Program, services may also be expanded to accommodate the Watershed Initiative, other existing disaster recovery programs and resilience/mitigation programs which the OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The Restore Program and other programs are collectively known as the "Program".

The Contractor will be responsible for successfully implementing and completing tasks, as assigned. This may include processing on all applications, including entering into appropriate arrangements with subcontractors and third party vendors, disbursing funds, monitoring compliance, 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 and integrating assigned tasks into Program systems and into the tasks assigned to other State contractors and/or representatives, as specified by the 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 Services, Part 2, and 3 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 the OCD's Quality Assurance/Quality Control (QA/QC) provider with anticipated communication on a daily basis. The QA/QC contractor provides the OCD with an extensive review of policy, processes, and performance, Program and construction management services. The role of the QA/QC provider ensures accurate and efficient internal controls are in place.

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

SOLUTION 1. Turnkey (Full Service) solution whereby the Contractor 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, etc. to bring the dwelling to a reasonable level of livability. Eligible expenses are determined during the initial home inspection, based on a repair scope of work.

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 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 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 Restore Program standards. The Contractor 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 shall provide case management, title work, appraisals, limited legal services, closing services, environmental reviews, survey (as needed), lead based paint inspection, testing and reporting.

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

**Tasks and Services**

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under the Contract, depending on task orders from the OCD. The Contractor will be responsible for entering information related to these tasks in the applicable State-approved system of record on a daily basis. The Contractor will be required to coordinate with other contractors and/or programs being administered by the OCD as required.

At a summary level, these tasks include:

1. Continuing Operations of Restore Program
2. Restore Services
    - 2.1. Program Operations and Administration
    - 2.2. Restore Case Management Services
    - 2.3. Environmental Review Requirements
    - 2.4. Initial, Interim Progress, and Final Home Inspections: Calculation of Cost of Rehabilitation, Reconstruction, Construction, Reimbursement, Buyout and Housing Incentive
    - 2.5. Limited Legal Services
    - 2.6. Accounting/Reporting and Closing
    - 2.7. Legal Services
    - 2.8. Applicant Relations
    - 2.9. Document Management
    - 2.10. Anti-Fraud, Waste, and Abuse (AFWA)
    - 2.11. Public Relations/Outreach
    - 2.12. Policy/Training
    - 2.13. Grant Recapture – Currently being administrated by the OCD
    - 2.14. Reporting

3. Close-Out of Restore 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 –Continuing Operations Of Restore Program**

1. Continue 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 insurance companies, Small Business Administration (as applicable), Federal Emergency Management Agency, etc., processes for determining reimbursement assessment, repair scope 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.
   2.1. Contractor will review, recommend modifications and develop and conduct user acceptance testing on software requirements for:
   2.1.2. Business rules for automated determination of eligibility and calculation of assistance amounts.
   2.1.3. Financial accounting of program financial activities, including contractor and subcontractor billing and payments.
   2.1.4. Data security, backup and privacy features.
   2.1.5. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to homeowners.
   2.1.6. 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. Initial Housing assistance centers have been established for the Program. 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 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, both 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 the OCD for the purpose of encouraging all eligible homeowners to complete Restore rebuilding and recovery process.

9. Provide information about the Program for purposes of use on an existing State website.

10. Make ready all electronic documents, with necessary protections of privacy.

11. 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 a process for final disposition of applicant file.

12. Make senior managers of the Proposer 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 the OCD.

**Task (2): Administer the Restore Program**

**Task (2.1): Restore 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 homes under construction.

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 the OCD prior to commencing services and is subject to subsequent revision at the 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:
    1. Business rules for automated determination of eligibility and calculation of assistance amounts;
    2. eGrants system requirements to ensure consistency with Program policies and procedures;
    3. Financial accounting of Program financial activities, including contractor and subcontractor billing and payments;
    4. Data security, backup and privacy features;
    5. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to homeowners;
    6. 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
    7. Prompt notification to OTS and to SPM of systems issues affecting performance.

**Task (2.2): Restore 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). For Buyout option only, 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 greater of the amount of the purchase price of the property or the fair market value of the property at the time of a claim. Obtain title policy on Solution 4 only.

4. Secure data sources and verify sources of funds (eg. FEMA, SBA, NFIP & NRCS) 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 (Solution 4-Buyout).

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.
    - 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.
    - 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) including but not limited to: Pre-bid meeting; construction contractor solution; review of bids; provide template contracts; draw inspections and sign off on completed work.

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 remaining 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. 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.

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.

15. 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 (2.3) Environmental Review Requirements (** NOTE: 98% of this work is complete on current Program)**

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 I reviews have already been prepared on the regions impacted by the 2016 floods. Tier II reviews may be required on site specific properties. 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/Disaster Recovery Unit.**

   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 the 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 the OCD;
   - Assistance with organizing and scoping of work orders issued under various programs within the 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.

5.1.1. Coordination with OCD - Contractor will maintain a close coordination with the OCD as needed, with anticipated communication on a daily basis. The 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.

5.1.2. Comment Assistance - The Contractor shall assist the 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 (2.4) Initial, Interim Progress and Final Home Inspections: Calculation of Eligible Costs of Rehabilitation, Reconstruction, Construction, Reimbursement (All Initial Home Inspections are anticipated to be completed by December 31, 2018)**

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 as a result of the damage from the floods, 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 provides the contractor performing the work a complete scope for ensuring certificate of occupancy and final inspection. Therefore, the inspector should have construction and local building 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

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

7. Explain to the homeowner what damages are eligible under the Program guidelines and shall obtain all necessary documentation which may include pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work

8. Track and record GPS readings for all inspections. At a summary level, these tasks include:

- 2.4A Initial Home Inspection A (Calculation of Costs of Eligible Rehabilitation and Reimbursement)
- 2.4B Initial Home Inspection B (Calculation of Costs of Eligible Rehabilitation or Reimbursement)
- 2.4C Interim Progress Inspections
- 2.4D Final Inspections
- 2.4E Lead Based Paint Inspections, testing and reporting

**Task (2.4A) 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 floods, 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 the 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 about scheduling and/or issues with the inspection activities being conducted at their properties.

6. Obtain all necessary documentation which may include pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work.

7. Track and record GPS readings for all inspections.

**Task (2.4B) Initial Home Inspection B (Calculation of Eligible Costs of Rehabilitation or Reimbursement)**

1. The Contractor(s) 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 floods, as per Program guidelines. The inspector will conduct a site visit and either:
   i) complete a line-by-line assessment of the work completed prior to inspection; or
   ii) 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. 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.

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 with the inspection activities being conducted at their properties.

6. Obtain all necessary documentation which may include pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work.

7. Track and record GPS readings for all inspections.

**Task (2.4C) Interim Progress Inspections**

1. Conduct interim progress inspections on awarded homeowners' properties to establish the level of work completed. The interim progress inspection will determine when and whether the Contractor(s) 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 speed and accuracy and compliance with Program guidelines.

5. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

**Task (2.4D) Final Inspections**

1. Conduct the final inspections 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 speed and accuracy and compliance with Program guidelines.

5. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

**Task (2.4E) 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 speed and accuracy and compliance with Program guidelines.

5. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

**Task (2.5): 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 2.7). 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 averse 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 (2.6): Restore Accounting/Reporting and Closing**

1. 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, (f) returned by applicants and recipients who decide to no longer participate in the Program, and (g) record confirmation of EFT and checks cleared.

2. 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.

3. Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by the State.

4. 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.

5. 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.

6. 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.

7. Obtain, manage and pay reconstruction, rehabilitation, construction, demolition, elevation services necessary to carry out the Program.

**Task (2.7): Legal Services**

1. Arrange for a legal service provider, subject to State approval, to provide legal services to the State. Separate legal service providers are required for limited legal services and legal services. Neither 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 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 the OCD as required to determine an applicant's eligibility and to verify the validity of benefit determination inputs.

**Task (2.8) Applicant Relations**

1. Provide HAC staff to support inquiries made by the applicants via walk-ins, 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. HAC 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 during targeted mailings, schedule follow up appointments, determine the status of an applicant, gather required documentation from the applicants, and assemble in the required format in the system of record.

3. Track all inquiries 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. Develop a mediation (appeal) process to resolve disputes homeowners encounter.

**Task (2.9): Document Management**

1. Maintain current storage and retrieval of applicant documents, applicant-related emails, written correspondence, training material, and 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 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 intake/outbound services.

5. Coordinate with other functional areas to execute targeted mass mailings (letter campaigns).

6. Document and store records electronically for every meeting between Contractor and the State and provide such documentation to the State.

**Task (2.10): 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 (2.11): Public Relations/Outreach**

1. Coordinate outreach efforts, including call-out 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 media messages, community outreach, public relations, and public education efforts. The 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 (2.12): 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 consistently implemented, to be approved by the 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 (2.13): Grant Recapture (Currently this function is performed by the OCD)**

1. Follow grant recapture procedures.

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

**Task (2.14): Reporting (This task is currently performed by the OCD QA/QC contractor)**

1. Create reports to track performance, inventory, staffing levels and status of homeowners throughout the process. External reporting is performed by QA/QC provider. However, Proposer may be required to perform internal reporting for tracking of internal process.

2. Prepare pipeline report monthly which provides data required by the 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 the OCD.

**Task (3): CLOSE-OUT OF Restore**

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 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.

**Deliverables**

Tasks to be accomplished under this contract will be addressed in the contract or communicated by the OCD to the Contractor and will include associated deliverables, service level agreements, performance measures, and timelines, among other requirements. The 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(s) shall work with the OCD management to determine which metrics shall be measured and monitored for adequate contract performance. The Contractor(s) 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.

**Project Requirements**

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

Contractor(s) 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 Restore 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. Contractor will then monitor construction efforts and certify that work that was done was within the approved parameters of the SOW.

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 Restore Program requirements and standards dictated by the State of Louisiana and the requirements and policies of the U.S. Housing and Urban Development 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 may include current pictures, pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed project scope of work.

Contractor will explain homeowner's options regarding the four 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 Restore Program guidelines.

In addition, on rebuild and repair (Solutions 1 and 2) homes, Contractor will prepare interim progress inspections 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 Restore Program will authorize only full replacement of the mobile home. 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. The OCD will authorize the maximum SOW for this replacement.

CONTRACTOR'S GENERAL REQUIREMENTS FOR ALL SOLUTIONS:

The Contractor must ensure all staff and subcontractors know and enforce housing policies required by the OCD's Restore 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 ensure and document compliance with same.

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

The 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.

The 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: 'Restore 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.

The 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.

The 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.

The OCD expects the Contractor to provide competent and qualified, trained staff to work on the scope of services under this contract. The 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 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 the OCD Monday-Friday 8am-5pm, excluding State holidays. All employees who work greater than six hours in a day are required to take a minimum 30-minute lunch break, which will not be compensated by the OCD. All personnel are required to certify their time and allocate their time to specific eligible activities, consistent with the billing template approved by the 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 Attachments III A and B (or lower negotiated rates) for all units/hours worked. The Contractor will be required to coordinate with the State on staffing during recognized State and Contractor holidays.

STAFFING:

The Contractor(s) shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services described herein in a timely fashion. The Contractor(s) 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 the OCD. The Contractor(s) will not change personnel from one job classification title to another without approval by the OCD through the staffing plan.

The Proposer'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 the contract and serves as the principal point of contact on behalf of the Contractor. Therefore, the State expects only one (1) Program Director to be included in the Contract. 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 Restore location. No more than 2 weeks away during the calendar year is expected without prior authorization of the 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 Restore 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 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 and tasks 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.

**Inspector/ 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. Construction estimating experience in the field of residential rehabilitation and new construction. Knowledge of local building codes and local permitting requirements.
4. Xactimate, XactAnalysis and/or CAD skills, to include training and field experience.
5. Excellent written and oral communication skills, strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills.
6. 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 and secretarial services. Additional education may substitute for experience.
3. Ability to provide 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 the 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 the OCD for prior review and approval. Once approved by the 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.

***Background Check***

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

**Bureau of Criminal Identification and Information**
Baton Rouge, LA 70896-6614
225-925-6095
http://www.lsp.org/technical.html#criminal
http://www.lsp.org/pdf/crAuthorizationForm.pdf

The OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a "no findings" result.

***Drug Screening***

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to State facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no "findings" result before that person is assigned to the Contract.

# ATTACHMENT II, SCOPE OF SERVICES FOR BUILDING/CONSTRUCTION MANAGEMENT SERVICES

The Building/Construction Management (BCM) services WILL ONLY APPLY TO **Solution 1 Turnkey (Full Service)** and will include successfully completing all reconstruction, rehabilitation, new construction, elevation, housing plans, permits and local fee along with demolition activities (collectively "Construction Activities") for eligible homeowners given a construction assignment. This includes entering into appropriate arrangements with subcontractors and third party vendors, obtaining permits, disbursing funds to those subcontractors/vendors and monitoring compliance with all local, State and Federal laws and regulation and policies pertaining to these activities under the Restore Program. In addition to the Restore Program, services may also be expanded to accommodate the Watershed Initiative, other existing disaster recovery programs and resiliency/mitigation programs which the OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The Restore Program and other programs are collectively known as the "Program".

Contractor shall provide quality and timely construction management and construction services for disaster housing assistance under the Restore Program, according to the approved scope of work (SOW) for construction for each property where the eligible homeowner chooses to have the state contract for and manage the repairs to their home (referred to as Solution 1). The Contractor shall furnish all necessary labor, materials, tools, equipment, all necessary water, heat, electricity, light, sanitary facilities and transportation necessary for performance of the work. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the project scope of work approved by the OCD. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the BCM services and will be paid only on completion of work and draw schedule.

Contractor is expected to provide adequate resources for the timely completion of this contract. The OCD will define milestones and deadlines for the work (including the scheduling of construction with the homeowner) and the Contractor shall perform to meet these timeframes and will be subject to penalties for failure to meet those requirements. Individual homes utilizing the Solution 1- Turnkey (Full Service), rehabilitation (repair) shall be completed and have their grant awards closed-out within 90-120 days of homeowner's grant execution. Solution 1 reconstruction homes (with or without elevation) will be allowed a maximum of 180 days from the grant execution.

The Contractor is encouraged to take proactive steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, disadvantaged business enterprises, women's business enterprises, and labor surplus area firms. 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.

Based on current available resources, it is anticipated that to ensure completion of this work and return Louisiana citizens to their home in a reasonably timely manner, the selected Contractor will be expected to staff its operations and secure sufficient resources to assist the OCD with BCM services for approximately 200-500 damaged homes.

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 the OCD State Program Manager and the Office of State Procurement (OSP).

**Tasks and Services**

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under the Contract.

**Building/Construction Management**

At a minimum the State expects the Contractor to execute the following tasks as part of the overall Contract as it relates to building/construction management:

1. Provide quality and timely construction management services for disaster housing assistance, including inspection and work write-ups, interim progress inspections and payments, through to final inspection, close-out/certificate of occupancy.

2. Provide all necessary services and act as a consultant to the OCD; procure all necessary building permits; housing plans; elevation certificates; obtain all necessary materials and perform the Construction Activities (and/or employ the additional services of subcontractors); coordinate all related inspections; obtain occupancy permits; manage and control construction costs to not exceed the SOW; provide the OCD any and all documentation necessary to demonstrate completion of work and address grant program requirements, etc.

3. Conduct pre-construction meeting with the homeowner to discuss work to be done, anticipated timelines, and to communicate homeowner rights and responsibilities.

4. Submit periodic estimates, on forms provided by the OCD, showing the value of the work performed during each period based upon the breakdown of the approved Xactimate estimate.

5. At the end of construction, the Contractor shall meet with the homeowner to evaluate work and determine corrective actions to be taken. All corrective action shall be completed within fourteen (14) business days.
6. Provide an official certificate of occupancy (or local jurisdiction equivalent) upon completion of all work to the homeowner and retain this certificate on file.
7. Provide one (1) year (from the date of final inspection complete) Contractor warranty to the homeowner on all Construction Activities (For reconstruction, the Louisiana New Home Warranty Act will apply.)
8. Understand and ensure all construction meets local and state building codes, ordinances and established/routinely enforced policies, conducting progress and final inspections and approval of payments accordingly. Contractor shall also comply and maintain appropriate documentation to ensure that all requirements of HUD and the CDBG program for repairs and new construction are met, including (but not limited to) those related to the use of recycled materials, mobile homes, minimum standards, mold remediation, lead-based paint, asbestos, floodplain management requirements, and those found in the HUD CPD Green Building Standards, including but not limited to Green Building Retrofit Checklist.

9. Coordinate with local/state building code enforcement officials, as necessary, to facilitate and ensure timely permitting, approvals, and inspections. The Contractor shall secure and pay for ALL permits, fees, elevation certificates, and licenses necessary for the proper execution and completion of the work.

10. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who has authority to act for the Contractor.

11. 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.

12. The Contractor shall at all times keep the work area, including storage and outdoor areas, free from accumulations of waste materials, and shall broom-clean the work site daily. After completing the work and before final inspection, the Contractor shall leave the work area in a clean, neat, and orderly condition; perform all specified tests; and, deliver the installation in complete and operating condition.

13. Develop, produce and maintain all required documentation required by HUD and the OCD.

14. Serve as the SPM's technical representative with respect to any architectural, engineering, and design matters related to the work performed under the contract.

15. For each home, prepare and submit to the homeowner a practicable schedule, not to exceed 120 calendar days (180 calendar days for reconstruction), showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form suitable to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

16. For each Solution 1 home, the Contractor shall complete all work for the agreed upon SOW. No adjustment in price will be made for differing or unknown site conditions, whether unforeseen or not, encountered during construction without the prior written approval of the OCD.

17. Closely monitor all construction timelines and provide the State with weekly briefings and written reports that at a minimum outline the number of homes assigned, where they stand within the process, anticipated project completions in the current and following month, and any issues standing in the way of or slowing construction efforts beyond anticipated timelines. The OCD may add additional reporting requirements as required and in their sole discretion.

18. Upon completion of the construction, document and obtain photos and other evidence (as defined by the OCD) of completion of items approved in the project scope of work to obtain payment and demonstrate project completion.

19. Responsible for the timely coordination with homeowner for selection of finishes, fixture and cabinet styles and any other options available to the homeowner. The Contractor is precluded from alternative contract arrangements with the homeowner to upgrade fixtures, equipment, finishes, etc. beyond that allowable under the Restore Program.

20. Provide all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable local, state and federal codes and regulations as amended by any waivers.

21. In performing this contract, ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety

as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation; protect the lives, health, and safety of other persons; prevent damage to property, materials, supplies, and equipment; and, avoid work interruptions.

22. Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1925.

23. Provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against theft, damage by dampness and cold, to dry out the work, and to facilitate the completion of the work.

24. Preserve and protect all structures, equipment, utilities and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

25. Maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to the OCD's inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. The Contractor shall keep on the work site a copy of any drawings, specifications, permits, etc. and shall at all times give the SPM access thereto.

26. Prepare weekly progress reports for the OCD documenting project progress in accordance with the approved schedule and contract requirements.

27. Prior to final acceptance of the work, for each home, the Contractor shall schedule an inspection with the homeowner. Any deficiencies will be noted and initialed by all parties. The Contractor will determine the final punch list items; meet with the homeowner to provide a copy and explain the final list; and, allow no more than 14 days for the Contractor to complete those items of work. The responsibility for water, electricity, etc. remains with the Contractor until the punch list is complete (when required). The Contractor's responsibility will terminate when all work has been completed, the final inspection made. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

28. The Contractor shall warrant good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

29. The Contractor shall warrant for a period one year from final acceptance that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

30. Submit, on forms provided by the OCD, periodic estimates showing the value of the work performed during each period based upon the breakdown of the approved Xactimate estimate.

**Interim Progress Inspections**

1. Conduct interim progress inspections on awarded homeowners' properties to establish the level of work completed. The interim progress inspection will determine when and whether the Contractor(s) and/or homeowners are eligible for interim grant disbursements for progress made on their homes.

2. Perform the QA/QC necessary to ensure the Initial 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 speed and accuracy and compliance with Program guidelines.

5. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

**Final Progress Inspections**

1. Conduct the final inspections on awarded homeowners' properties to establish completion of the project, as defined by the approved scope of work, Program guidelines and certificate of occupancy. The final progress inspection will determine when and whether the Contractor(s) and/or homeowners are eligible for final payment on their homes.

2. Perform the QA/QC necessary to ensure the Initial 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 speed and accuracy and compliance with Program guidelines.

5. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

**Deliverables**

Tasks to be accomplished under BCM services will be addressed in the contract or communicated by the OCD to the Contractor and will include associated deliverables, performance measures, and timelines, among other requirements. The OCD will define milestones and deadlines for the work (including the scheduling of construction with the homeowner) and the Contractor shall perform to meet these timeframes and will be subject to penalties for failure to meet those requirements. In general, it is anticipated that individual homes utilizing the Solution 1- Turnkey (Full Service), rehabilitation (repair) shall be completed and have their grant awards closed-out within 90-120 days of the homeowner's acceptance of the grant award. Solution 1 reconstruction homes (with or without elevation) will be allowed a maximum of 180 days.

The OCD will designate a State Program Manager 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.

**Project Requirements**

Contractor's General Requirements (for **Solution 1- Turnkey (Full Service)** - Contractor will provide a "full service" construction support for homeowners who select that option. Once a grant award has been made and the homeowner has selected the State **Solution 1** option, the Contractor will commit to deliver the eligible repairs, elevations or reconstructions within the Scope of Work (SOW). Any additional costs not otherwise approved by the SPM shall be the responsibility of the Contractor. The SOW calculation will be based on the Xactimate software cost estimating tool or a $108 price per square foot for reconstruction/new construction (BCM fee excluded & Elevation costs excluded; elevation costs can be found in the Homeowner Manual). Repairs may involve complete reconstruction, repair, and/or elevation of existing homes, and will involve bringing homes into full compliance with program guidelines, HUD requirements (Including Green Building standards), and state and local floodplain management requirements and building codes (where applicable).

The Contractor must ensure all workers know and enforce housing policies required by the OCD's Restore Program and HUD (including, but not limited to, those addressing mobile homes, minimum standards, mold remediation, lead based paint, asbestos, green building standards, floodplain requirements, Section 504/ADA etc.). Contractor must also both ensure and document compliance with same.

The Contractor must follow established processes for all homes scheduled for demolition. Dispose of mobile homes and all demolition/construction debris in accordance with all local, state, and Federal guidelines, regulations, and ordinances. Contractor shall recycle demolition-related materials whenever possible.

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

The Contractor will ensure that all contract personnel (from prime to all sub-contractors associated with the contract) are fully trained, licensed (if required) and qualified to perform the tasks to which they have been assigned, and will maintain documented records of same for inspection at the request of the OCD.

The Contractor shall provide all personnel working on the contract with identification, including a standard color collared shirt (or T-shirt if applicable) and photo identification. The words: 'Restore Louisiana Program' and 'Contractor' are required to be clearly visible on both the shirt and photo identification badges, which shall be designed to discourage and reduce chances of counterfeiting. Contractors must also possess at all times and present to homeowners approved work orders showing authorization to survey and conduct work on their homes, clearly identifying scope of work and anticipated timelines for work completion, as well as documentation that will be given to the homeowner explaining the rights of the homeowner throughout the construction process.

The 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. The Contractor is prohibited from placing a lien on the homeowner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

The Contractor must provide the State notice on all sub-contractors it intends to hire to accomplish the recovery mission. All sub-contractors must meet state and federal regulatory, compliance and licensing guidelines. Contractor shall also provide evidence of personnel qualifications for review, as required.

# ATTACHMENT III, RATE SCHEDULE

## MAJOR UNIT COSTS

| Description-Major UNIT Prices | Cost Per Unit |
|---|---|
| 1A. Home Inspection rehabilitation and reimbursement | 1000.00 |
| 1B. Home Inspection rehabilitation or reimbursement | $1,000.00 |
| 1C. Home Inspection interim progress inspection | $600.00 |
| 1D. Home Inspection final inspection | $500.00 |

No hourly rate expenses will be paid for any services included in a major unit cost without the prior written approval of the OCD. The following personnel costs are expected to be included in the major unit costs given above:

| **Limited Legal Services** |
|---|
| Senior Partner (25+ years) |
| Partner (10-24 years) |
| Sr. Associate (5-9 years) |
| Associate (under 5 years) |
| Paralegal |
| Assistant Paralegal |
| **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 |

## DEFINITION OR EXPLANATION OF MAJOR UNIT COSTS - PROJECT GRANT MANAGEMENT

### 1A. HOME INSPECTION A (REHABILITATION AND REIMBURSEMENT):

This UNIT includes all travel costs, travel time and other expenses. The UNIT includes scheduling the inspection with the homeowner. The initial home inspection includes a reimbursement assessment, which is the determination of work completed prior to application/inspection, as well as a repair scope of work scope of work for remaining work to be completed, as of the time of the inspection. The assessment and scope of work are a detailed evaluation of the property to determine the Program eligible costs associated with the property. The Contractor will use Xactimate and XactAnalysis for initial home inspections, as required and detailed in Program guidelines. The initial home inspection is used as the basis for determining the award amount for which a homeowner is eligible. The initial home inspection is also used to determine the construction contract amount under Solution 1. The initial home inspection will undergo one level of internal QA/QC by the Contractor, and may undergo additional levels of QA/QC by a third party reviewer, as determined by the State and detailed in the Program guidelines. The initial home inspection is expected to be of the highest quality and accuracy, and to be performed in line with Program policies and procedures.

### 1B. HOME INSPECTION B (REHABILITATION OR REIMBURSEMENT):

This UNIT includes all travel costs, travel time and other expenses. The UNIT includes scheduling the inspection with the homeowner. The initial home inspection includes either a reimbursement assessment, which is the determination of work completed prior to application/inspection, or a repair scope of work for remaining work to be completed, as of the time of the inspection. The assessment and scope of work are a detailed evaluation of the property to determine the Program eligible costs associated with the property. The Contractor will use Xactimate and XactAnalysis for initial home inspections, as required and detailed in Program guidelines. The initial home inspection is used as the basis for determining the award amount for which a homeowner is eligible. The initial home inspection is also used to determine the construction contract amount under Solution 1. The initial home inspection will undergo one level of internal QA/QC by the Contractor, and may undergo additional levels of QA/QC by a third party reviewer, as determined by the State and detailed in the Program guidelines. The initial home inspection is expected to be of the highest quality and accuracy, and to be performed in line with Program policies and procedures.

### 1C. HOME INSPECTION- INTERIM PROGRESS INSPECTION:

This UNIT includes all travel costs, travel time and other expenses. The UNIT includes scheduling the inspection with the homeowner. The interim progress inspection includes a determination of percentage and level of work completed at the time of the progress inspection on an awarded homeowner's home. The progress inspection is used to determine a) the amount of funding a homeowner has contributed to the project (if they were required to contribute their duplication of benefits or if they opted to pay for upgrades), b) the interim payments for which a homeowner is eligible to receive as part of the award disbursement process, as allowed in the Program guidelines, and c) whether contractors are meeting required construction milestones. The interim progress inspection will be performed in line with Program policies and procedures.

1D. HOME INSPECTION FINAL INSPECTION:

This UNIT includes all travel costs, travel time and other expenses. The UNIT includes scheduling the inspection with the homeowner. The final inspection includes a determination of whether the total approved scope of work was performed on an awarded homeowner's property. The final inspection may include the collection of support documentation from the homeowner, such as a certificate of occupancy or demonstration of compliance with federal elevation standards. The final inspection is used to determine whether and when a homeowner may receive the final award disbursement. The final inspection will be performed in line with Program policies and procedures.

**NOTE: THE FOLLOWING MINOR UNIT COSTS (WHEN INCURRED) CAN BE BILLED/PAID PRIOR TO THE COMPLETION/BILLING OF THE ASSOCIATED MAJOR COST.**

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

## LABOR COSTS

List the Hourly Rate for each classification, this rate shall be fully burdened and include all travel and project expenses with the exception noted below.

**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 THE OCD.**

| **Labor Category** | ***Proposer's 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) | $ 125.00 |
| Paralegal | $ 60.00 |
| 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) | $ 125.00 |
| Paralegal | $ 60.00 |
| Assistant Paralegal | $ 40.00 |
| **Program Operations** | |
| Program Director | $ 210.00 |
| Senior Manager | $ 170.00 |
| Manager | $ 120.00 |
| Case Manager 3 | $ 75.00 |
| Case Manager 2 | $ 57.00 |
| Case Manager 1 | $ 50.00 |
| Professional/Structural Engineer | $ 125.00 |
| Surveyor | $ 105.00 |
| Project Manager/Subject Matter Expert | $ 155.00 |
| Inspector/Estimator | $ 85.00 |
| IT Service Desk Technician | $ 50.00 |
| IT Consultant | $ 130.00 |
| IT System Analyst | $ 100.00 |
| Clerical/Admin. Assistant | $ 40.00 |

*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.

**MINOR UNIT-BASED SERVICES COSTS**

List the cost per unit to provide the services listed. This rate shall be fully burdened and include all labor, travel and project expenses to provide the service.

| Description | Cost Per Unit* |
|---|---|
| 1. Tier II Site Specific Review | $ 725.00 |
| 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 | $ 1,200.00 |
| 5. Appraisal - Type 1004 | $ 525.00 |
| 6. Title - Abbreviated Grant Search Solution 1-3 | $ 275.00 |
| 7. Title - Full - Sale –Solution 4 Buyout/Acquisition | $ 715.00 |
| 8. Closing - Solution 1, 2 & 3** | $ 450.00 |
| 9. Closing - Solution 4 | $ 650.00 |
| **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 | $ 1,100.00 |
| 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 | $ 900.00 |
| 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 | $ 800.00 |

***The cost per unit to provide the services listed. This rate shall be fully burdened and include 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.**

## DEFINITIONS OF MINOR UNIT COSTS

### TIER II SITE SPECIFIC REVIEW

This unit cost includes all travel costs, travel time and other expenses. See 24 CFR Part 58, Subparts D and E and 9 and Exhibit 9 of the OCD Disaster Recovery CDBG Grantee Administrative Manual (http://www.doa.la.gov/Pages/ocd-dru/DRadminManual.aspx ) for further details.

### ENVIRONMENTAL TASK-"CERTIFICATION Of CATEGORICALLY EXCLUDED, (SUBJECT TO 24 CFR part 58.5)"

This unit cost includes all travel costs, travel time and other expenses. These services must conform to 24 CFR Part 58.35(a as well as Section 9 and Exhibits 2, 3, 4 and 5 of the OCD Disaster Recovery CDBG Grantee Administrative Manual (http://www.doa.la.gov/Pages/ocd-dru/DRadminManual.aspx)

### ENVIRONMENTAL TASK –"ENVIRONMENTAL ASSESSMENT"

This unit cost includes all travel costs, travel time and other expenses. These services must conform to 24 CFR Part 58.38 and Subpart E "Environmental Review Process: Environmental Assessments", as well as Section 9 and Exhibits 4, 5, 8 and 9 of the OCD Disaster Recovery CDBG Grantee Administrative Manual (http://www.doa.la.gov/Pages/ocd-dru/DRadminManual.aspx)

### LEAD BASED PAINT INSPECTION, TEST AND REPORT

This unit cost includes all travel costs, travel time and other expenses. See Section 14, subsection 2.0, of the OCD Disaster Recovery CDBG Grantee Administrative Manual (http://www.doa.la.gov/Pages/ocd-dru/DRadminManual.aspx) and 24 CFR Part 35, Subparts B-R for further details.

### CURRENT FAIR MARKET VALUE DATA

**Appraisal– Type 1004 (Solution 4 only—Buyout/Acquisitions):** This is an estimate of value provided by a Louisiana Licensed Appraisers according to standards prescribed by the Uniform Residential Appraisal Report (URAR) format. 1004 Appraisals typically include a visual inspection of the subject property, an inspection of the neighborhood, an inspection of comparable sales, research, verification, and analysis of data, and a narrative to support conclusions.

### TITLE WORK

**Title – Abbreviated Grant Search:** An Abbreviated Grant Search is a title product customized for the Program. The title company investigates the land record to confirm that there is some recorded legal document that shows the applicant and/or co-applicant as the owner of record of the property as of the time of the flood to the present date. A form entitled "Abbreviated Title" is provided to the program and uploaded to grant management system. No title exam or title insurance policy is provided in conjunction with abbreviated title. A Tax Parcel ID is provided in addition to the verification of title

**Title – Full – Sale Exam**: An opinion of title based on a comprehensive title search required on Sale transactions – Solution 4 (Buyout/Acquisitions). Full title searches, in contrast to abbreviated title review, include a complete search of the conveyance records and the mortgages and lien records and disclose not only ownership but also all matters of public record attached to the subject property and the applicant/co-applicant and is rendered by a Louisiana attorney prior to issuance of a Full Title Insurance Policy up to the FMV.

## CLOSING

**Closing – Solutions 1, 2 and 3**: Services provided by Contractor to obtain paperwork and signatures on legal documents required to receive Program benefits. Draw Request services required transfer of funds from the closing agent to the applicant through an EFT or check based on completion of work. Contractor must provide escrow services.

**Closing – Solution 4:** Services provided by Closing Agent to obtain and record documents and signatures on legal documents required to receive Program benefits under Solution 4.

## BUILDING/CONSTRUCTIONS FEES

Only homeowners choosing Solution 1 will receive Building/Construction Management (BCM) Services. For purposes of submitting Building/Construction Management (BCM) fees (which include only overhead and profit), Proposers should assume:

1. Repair estimates will be prepared using Xactimate cost estimating software pricing as of March, 2017 as provided regionally by Xactimate. Only a limited number of repair activities/quality of materials will be considered allowable under the Restore Program. These repair activities/quality of materials will be defined by the OCD and incorporated into the allowable line items available in Xactimate for these BCM services. This listing shall be subject to modification on an as-needed basis with the approval of the SPM. An initial listing of items currently under consideration as being allowable is included in the RFP, Attachment V, Restore Xactimate Sample Price List.

2. Repair estimates will use Xactimate regional pricing tied to the home's physical address zip code.

3. Repairs will be limited to the approved scope of work authorized by the OCD. No substitutions or upgrades will be allowed. Contractor will be responsible for installing at its expense any inadvertently missed (additional) scope of work items unintentionally omitted by the Contractor when the repair estimate was prepared. However, the OCD will evaluate and consider requests based on unusual and unforeseen circumstances. Additional work that is approved by the OCD, if any, will be priced utilizing the original data for the home's SOW. No other cost adjustments will be considered.

   When reviewing change orders, the following definition applies: **Unforeseen Condition**: Repair scope identified during the construction process that is necessary to deliver a habitable structure and that was not documented during the Damage Assessment. Unforeseen conditions include, but are not limited to concealed, hidden, or otherwise unobservable conditions that cannot be readily identified without the benefit of destructive actions and/or laboratory and/or expert testing.

   If the OCD or the QA/QC contractor identifies scope submitted in a change order as approved and foreseeable (not an unforeseen condition), the work/items must be completed and the Contractor will bear the cost for the foreseeable work/items.

4. BCM fees should include all of Contractor's overhead and the profit margin desired by the Contractor. All construction permitting fees must be included in the proposed BCM fees. BCM fees will not be reimbursed as part of interim payments. Contractor will be due the full BCM fee upon completion and acceptance of each repaired home.

| BUILDING/CONSTRUCTION MANAGEMENT SOW COST | *$ FEE PER HOME* |
|---|---|
| Fee for Scope of Work from $100 to $5000 | $2,500.00 |
| Fee for Scope of Work from $5,000.01 to $10,000 | $3,500.00 |
| Fee for Scope of Work from $10,000.01 to $15,000 | $4,200.00 |
| Fee for Scope of Work from $15,000.01 to $30,000 | $7,700.00 |

| | |
|---|---|
| Fee for Scope of Work from $30,000.01 to $60,000 | $14,000.00 |
| Fee for Scope of Work from $60,000.01 to $75,000 | $18,500.00 |
| Fee for Scope of Work from $75,000.01 to $100,000 | $24,000.00 |
| Fee for Scope of Work from $100,000.01 to $200,000 | $44,000.00 |
| Fee for Scope of Work from $200,000.01 to $300,000 | $60,000.00 |

# ATTACHMENT IV, SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES

| | Task | Deliverable | Measurement | Penalty Payment |
|---|---|---|---|---|
| 1. | *SOL 1 REPAIR GRANT AWARD, PROPERTY VACATED*<br><br>Complete individual Solution 1 repairs in 120 calendar days. | Contractor will complete repairs for homes under Solution 1, where homeowner certifies they have vacated the property, in 120 calendar days from notice to proceed by the OCD or its designee. | Days from notice to proceed by the OCD or its designee until completion and acceptance of Solution 1 repair.<br><br>If Contractor believes revised scope is needed for a specific repair project, Contractor must prepare and submit a change order within 15 days of notice to proceed. If a change order is submitted as described above, the measurement will begin on the date the change order is approved by Second QC review (as noted in eGrants transaction log history). | Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of repair. |
| 2. | *SOL 1 REPAIR GRANT AWARD, PROPERTY NOT VACATED*<br><br>Complete individual Solution 1 repairs in 150 calendar days. | Contractor will complete repairs for homes under Solution 1 (property not yet vacated) in 150 calendar days from notice to proceed by the OCD or its designee. | Days from notice to proceed by the OCD or its designee until completion and acceptance of Solution 1 repair.<br><br>If Contractor believes revised scope is needed for a specific repair project, Contractor must prepare and | Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of repair. |

| | | | | |
|---|---|---|---|---|
| | | | submit a change order within 15 days of notice to proceed. If a change order is submitted as described above, the measurement will begin on the date the change order is approved by Second QC review (as noted in eGrants transaction log history). | |
| 3. | Complete individual Solution 1 reconstruction, with or without elevation, in 180 calendar days. | Contractor will complete reconstruction for homes under Solution 1 in 180 calendar days from the grant agreement execution date. | Days from grant agreement execution date and completion and acceptance of Solution 1 reconstruction. For grant agreement executions that occurred prior to contract execution, the measurement will begin with date of notice to proceed by the OCD to Contractor. Applicable account IDs to be determined by the OCD. | Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of reconstruction. |
| 4. | Public Records Request | All information responsive to a public information request shall be provided to the OCD within three (3) calendar days of request receipt, unless an exception to the date required | Days between requested date and date provided to the OCD. | Contractor will pay a Penalty Payment of $500 a day. |

| | | | | |
|---|---|---|---|---|
| | | is noted in the request. | | |
| 5. | Reconciliation of disbursement | Reconciliation of disbursed amounts between eGrants 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. |
| 6. | Error-free work. Files transferred by Contractor to the state or its designee (i.e. QA/QC contractor) for review for purposes of homeowner award notification ("second QC award review") will contain no mistakes. 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 and not billed for corrective action required. | Contractor will provide a Penalty Payment of $500 per file that has been transferred for review and which contains an error for which the file must be rejected. |
| 7. | 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 the OCD's approval, 2 weeks after the | Date of State Program Manager Acceptance | Contractor will provide a Penalty Payment of $1000 per week beyond the due date for each quarterly plan. |

| | | | | |
|---|---|---|---|---|
| | | beginning of the quarter, for approval | | |
| 8. | 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 $500 per day presented beyond (date to be determined) and per day beyond any subsequent policy termination or cancellation dates. |
| 9. | 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 $500 per day beyond the due date and per day beyond 7 business days after any subsequent bond termination or cancellation dates. |
| 10. | Quality Assurance/Quality Control Plan | Approved and accepted Quality Control Plan presented within one week 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. |
| 11. | Performance Bond | Performance Bond for Contractor as defined in this contract and acceptable to State delivered within 7 business days of | Performance Bond obtained. | Contractor will provide a Penalty Payment of $1000 per day beyond 7 business days of contract execution by all parties and |

| | | | | |
|---|---|---|---|---|
| | | contract execution by all parties. Upon any termination or cancellation of bond, proof of replacement must be provided within 7 business days. | | per day beyond 7 business days after any subsequent bond termination or cancellation dates. |
| 12. | Subcontractor Monitoring Plan | Approved and accepted Subcontractor Monitoring Plan within sixty (60) 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 days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 30 days, Contractor will provide a penalty Payment of $1000 per week beyond the 30 day cure period. |
| 13. | Anti-Fraud Waste & Abuse (AFWA) Plan | Approved and accepted AFWA Plan presented by January 31, 2020. | Date of State Program Manager Acceptance. | If the State Program Manager does not approve the plan by (date to be determined), Contractor will have 30 days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 30 days, Contractor will provide a penalty Payment of $1,000 per week beyond |

| | | | | |
|---|---|---|---|---|
| | | | | the 30 day cure period. |
| 14. | Section 3 Hiring Plan | Approved and accepted Section 3 Plan within 7 business days of contract execution. | Date of State Program Manager Acceptance. | If the State Program Manager rejects the plan on or before 8 business days after submission, Contractor will have 15 days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 15 days, Contractor will provide a penalty Payment of $1,000 per week beyond the 15 day cure period. |
| 15. | Section 3 Plan Compliance | Ongoing Section 3 Plan Compliance. | Approval and acceptance of Section 3 Activities reflected in quarterly reporting per approved Section 3 Plan reporting requirements. | If the State Program Manager rejects the report on or before 8 business days after submission Contractor will have 15 days to demonstrate past compliance, absent which Contractor will provide a Penalty Payment of $1000.00. Repeated successive quarterly rejections of Section 3 compliance report will result in escalated Penalty Payment of $10,000 per quarter. |

| | | | | |
|---|---|---|---|---|
| 16. | House plans and specs for reconstructions provided to the OCD for review and approval | Contractor will provide house plans for reconstructions to the OCD within thirty (30) calendar days of contract execution. | State Program Manager Acceptance. | Contractor will provide a Penalty Payment of $1,000 per day the house plans and specs remain unapproved beyond the due date, unless the delay is attributable to the State. |