PO. 2000489839

RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT
2020 APR 23 PM 1:40

STATE OF LOUISIANA CONTRACT

The State of Louisiana, Division of Administration, Office of Community Development (OCD), hereinafter sometimes referred to as the "State", and Innovative Emergency Management, Inc., 8550 United Plaza Boulevard, Suite 400, Baton Rouge, Louisiana, 70809-2256, 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 Contract addresses administration services to support the Restore Louisiana Program (ReLa) and potentially to expand those services to accommodate other similar programs yet to be defined, including programs occurring as a result of past and future disasters and or other special activities ("Programs"). See Scopes of Services (Attachment I and Attachment II), for further details.

1.1 SCOPE OF SERVICES

The Contractor hereby agrees to furnish services to the State as specified in the Scope of Services, Attachment I and Attachment II. All work performed under the Contract must be authorized by the State Program Manager (SPM) and in accordance with the most current version of the Restore Louisiana Program Management policies. Authorization via electronic mail shall be considered a valid method of authorization for any such authorizations available under this Contract. 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

The Parties acknowledge that this Contract is being entered into in order to facilitate limited construction functions of the Contractor in the Restore Louisiana Program that had been commenced by the Contractor under the prior contract between the Parties (PO 2000262487) but were not completed prior to the end date of that contract.

For these construction activities under the prior contract, the Contractor was only to be paid the Restore Louisiana Solution 1 grant funds and an associated building and construction management (BCM) fees if the activities were completed prior to the termination of the prior contract. This Contract is to facilitate the completion of those construction activities and the associated payments due.

For Solution 1 projects that could not be completed before the expiration of the prior contract, and such lack of completion was the result of the COVID19 Pandemic or was the result of extenuating circumstances beyond the reasonable control of the Contractor or its Subcontractor, the Contractor shall be paid the remaining Solution 1 grant funds and the associated BCM fee upon completion of

the construction activities under that Solution 1 grant, subject to any retainage requirement under this Contract and subject to performance penalty review by the State.

For Solution 1 projects that could not be completed before the expiration of the prior contract, and such lack of completion was neither the result of the COVID19 Pandemic nor was the result of extenuating circumstances beyond the reasonable control of the Contractor or its Subcontractor, but were caused by the Contractor or its Subcontractors, then the Contractor shall be paid the remaining Solution 1 grant funds only, after completion of the construction activities under that Solution 1 grant, subject to any retainage requirement under this Contract and subject to performance penalty review by the State.

Entering into this Contract does not relieve the Contractor of: (1) any obligations under the prior contract, including but not limited to the completion of Solution 1 files for which lack of completion was neither a consequence of the COVID19 Pandemic nor was the result of extenuating circumstances beyond the reasonable control of the Contractor or its Subcontractor, and (2) any possible penalties associated with performance under the prior contract which were not the result of the COVID19 Pandemic, but were caused by the Contractor or its Subcontractors.

For purposes of performance penalty review, the schedule for completion of work for each home under Solution 1 includes a start date that occurred under the prior contract (date of execution of grant agreement). Days under the prior contract will be counted in performance penalty review for this Contract such that days under the prior contract will be added to days under this Contract. There will be no double counting of days. The Parties acknowledge that the Contractor will prepare delay explanations for review by the State as part of the State's performance penalty review process since all projects remaining to be completed under this Contract have exceeded schedule expectations as set forth in the prior contract.

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.
7. Establishment of processes and procedures to close out and/or transition the Program as necessary.

1.2 PERFORMANCE MEASURES

The performance of this Contract will be measured by the State Program Manager, who is

authorized on behalf of the State to evaluate the Contractor's performance against the criteria in Scopes of Services, Attachments I and II and any communications from the State Program Manager.

1.3 MONITORING PLAN

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

1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scope of Services (Attachment I and Attachment 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 Scope of Services, Attachments I and II, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

1.4 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachments I and II: Scopes of Services.

1.5 DELIVERABLES

See Attachments I and II: Scopes of Services and Attachment IV, Service Level Deliverables and Performance Measures.

1.6 SUBSTITUTION OF KEY PERSONNEL

Key personnel, including the Contractor's Program Director and Senior Manager(s), assigned during the term of this Contract shall 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 offered. 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 following sections on background checks and drug screening shall only apply to any Contractor or subcontractor personnel not previously subject to a background check and drug screening under the prior contract, PO 2000262487.

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 Louisiana State Police Bureau of Criminal Identification and Information or through other sources approved in writing by the State Program Manager.

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.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The contract shall begin on April 21, 2020 and shall end on October 20, 2020 unless terminated earlier in accordance with the provisions herein.

2.2 STATE FURNISHED RESOURCES

eGrants version 2.x 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. 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 Virtual Private Network (VPN) tunnel connecting back to the State provided hosting environment (split tunnels will be strictly prohibited).

The State anticipates locating Housing Assistance Centers (HAC) in areas most impacted by flood damages, including, but not limited to East Baton Rouge, Livingston, Lafayette, Ouachita and Tangipahoa parishes. 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.

2.3 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.

2.4 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

2.5 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 is72-1045884, DUNS number 601275282 and state tax identification number 5830468.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns

and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

2.6 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 the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

The obligations under Confidentiality, Section 2.6 and its subsections shall survive the termination or expiration of the Contract.

2.6.1. 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 2.6.2. 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.

2.6.2. 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 ReLa 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 Confidentiality, Section 2.6 and the subsections thereof. The obligations under Section 2.6 are in addition to, and not in place of, the items outlined under Attachment I and II, Scopes of Services.

2.6.3. 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 Applicant Information or any attempts to gain unauthorized access to Confidential Applicant Information. The Contractor and its Subcontractors shall provide the SPM with immediate notification (not more than 24 hours) of the Contractor's awareness of any Security Incident involving Confidential Applicant Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Applicant Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized us 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.

2.6.4. 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 ReLa Database or in the State's procedures for public records requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

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

2.6.5. Subcontract Agreements

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality Section 2.6 and its subsections. OCD shall be provided copies of such Subcontractor agreements upon request.

2.6.6. 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.

2.6.7. 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, Ownership of Documents, 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.

3 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, the State hereby agrees to pay to the Contractor a maximum amount of $5,000,000.

3.1 PAYMENT TERMS

The Contractor shall not be paid for work that exceeds a maximum of thirty-two (32) labor hours, on average, or more than $3,055.00 hourly labor costs, on average, per completed applicant file. Release of retainage is subject to this provision. The Parties agree that, in the event of State authorized changes to the Program, the Parties may, through mutual agreement, adjust individual applicant hour or dollar limits in the event that material changes in the Program delivery affect assumptions underlying those limits.

The Contractor may submit invoices, not more frequently than biweekly, in accordance with the Rate Schedule, Attachment III. 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 task and approval of an invoice. State will make every reasonable effort to make payments within thirty (30) workdays of the receipt of the invoice. The Contractor shall submit its request to OCD on an invoice form as approved by the OCD. The Contractor shall transmit the invoice and required supporting documentation, as defined by the OCD, to the SPM, as designated within the Contract. Payment will be made only on approval of the State Program Manager or designee and the OCD Finance Manager, or designee.

Invoices shall be submitted to Office of Community Development, 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. The Contractor shall notify the SPM in writing when seventy-five percent (75%) of the maximum Contract amount has been expended.

3.1.1. 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, be approved by the Division of Administration and shall be in accordance with PPM 50. All hourly rates 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.

3.1.2. 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 multiplied by the applicable unit price per task, or 2) the authorized cost of construction for each Scope of Work (SOW) being billed and the associated fee per Attachment III, Rate Schedule. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized billable 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 all labor, travel and Program expenses to provide the service.

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

3.1.3. Payment for Other Direct Costs

Contractor may be reimbursed for Other Direct Costs (ODC) within the scope of the Contract as described in Section 3.3, Other Direct Costs. 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.

3.1.4. Payment for Construction Activities (Homeowner Grant Proceeds)

Once the value of work performed on a home reaches fifty percent (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, OCD shall make a progress payment to Contractor equal to fifty percent (50%) of the SOW (less fee proposed and accepted by OCD) See Attachment III, Rate Schedule. Any escrowed funds must be drawn prior to payment from OCD upon approval of draw request from 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, the Contractor may draw the escrow funds.

3.2 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 the Contract. 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.

3.3 OTHER DIRECT COSTS

Other Direct Costs (ODCs) may include: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor's operations under the Contract for these services (any such expenses to be paid per State PPM 49 and 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); lease costs (according to the OCD approved cost per square foot); notary service fees, and legal service fees related to third party requests for release of information. Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager.

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

Prior to purchasing or leasing 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.

3.3.1 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

The 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. The Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs

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

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

3.4 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.

3.5 DELIVERABLES and 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 thirty (30) days after the beginning of the Contract. The Contractor shall pay to the OCD as a performance 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 of: (a) the date of the homeowner executing a grant agreement, provided that the homeowner has executed a certification of vacancy; (b) a date thirty (30) days following the date of the homeowner executing a grant agreement, if the homeowner has not vacated the home; or (c) a date otherwise approved 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 and future 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.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of 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 offer from the defaulting Contractor will be considered.

The Contractor may terminate this Contract for cause based upon the failure of the 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.

4.2 TERMINATION FOR CONVENIENCE

The 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. T h e Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract.

4.3 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.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 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.

The 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 real or personal tangible property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

In addition to the foregoing indemnification agreement, the 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 the 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.

The 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 ReLa program.

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

5.2 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, the Contractor will provide the homeowner a one (1) year (from date of acceptance of completion of all activities specified in the SOW) Contractor warranty on all Construction Activities (For reconstruction, the Louisiana New Home Warranty Act will apply.)

5.3 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

The 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 the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the 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 the 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 the Contractor believes that it may be enjoined, the 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.

6 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.

7 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.

The 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. The Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award.

8 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.

9 RIGHT TO AUDIT

The 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 Office of Community Development, Disaster Recovery Unit, or others so designated by them, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records directly pertaining to the Contract for a period of five (5) years after final Contract payment or as required by applicable state and federal law. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 16 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, the Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against the Contractor's outstanding invoices, if any.

10 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.

11 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 Offer:

Core Construction Services, L.L.C.
Dynamic Construction Group, LLC
Lemoine Disaster Recovery, LLCC
Design & Build Consultants, LLC
Roy Anderson Corp
TKMJ, Inc.

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.

12 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Title VIII of the Civil Rights Act of 1970, Title VIII of the Civil Rights Act of 1968, relating nondiscrimination in the sale, rental or financing of housing, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P.L. 91-616), relating to the nondiscrimination on the basis of alcohol abuse or alcoholism, and any other nondiscrimination provisions under which application for federal assistance is made.

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

13 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.

14 GENERAL COMPLIANCE

The Contractor will comply with all applicable federal, state, and local laws and codes, including but not limited to 2 CFR 200.322 and all applicable Office of Management and Budget Circulars http://www.whitehouse.gov/omb/circulars/.

15 FINANCIAL MANAGEMENT

The 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.

16 DOCUMENTATION AND RECORD KEEPING

The 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.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final Contract payment. 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 final Contract payment.

17 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.

17.1 HATCH ACT

The 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.

18 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or Contract or in any activity or benefit, which is part of this Contract. Similarly, the Contractor should have no conflicts of interest with respect to any litigation or administrative proceedings involving HUD, OCD or other CDBG grantees whether as a party, representative, or in another capacity.

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.

19 LABOR STANDARDS

For the CDBG Programs: the 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, titled "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.

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

20 ENVIRONMENTAL CONDITIONS

For CDBG Programs: the Contractor shall comply, insofar as they apply to the performance of this Contract, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58 (for CDBG Programs).The

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.

For FEMA Programs: the Contractor shall comply, insofar as they apply to the performance of this Contract, with all applicable environmental standards, orders or regulations issued pursuant to FEMA Environmental Review Procedures, 44 CFR Part 10 (for FEMA Programs). Contractor shall also comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (h) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

21 HISTORIC PRESERVATION

Contractor shall assist the O C D 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.).

22 UNIFORM RELOCATION ACT

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

23 CLOSE-OUTS

The 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 Program closure. The Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

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

24 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. Throughout the effective period of this Contract, the Contractor shall provide certificates of insurance to the State which evidence compliance with the requirements of this section. Exceptions to the insurance requirements for Subcontractors prescribed herein may be made with the written approval of the State Program Manager.

A. Contractor's Insurance: The Contractor shall not commence work under this contract until she/he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the insurance company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Subcontractor to commence work on her/his subcontract until all similar insurance required for the Subcontractor has been obtained and approved. Said policies shall not hereafter be canceled or allowed to expire without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide. Changes to the policies may be made with the State's prior knowledge and consent so long as the policies remain in compliance with the provisions required under this Section.

B. Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute. Exception: Employers liability limit is to be one million ($1,000,000) when work is to be over water and involves maritime exposure.

C. Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect her/ him, the State, and any Subcontractor during the performance of work covered by the Contract from

claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by herself/himself or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contactor or its Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of five million Dollars ($5,000,000).

D. Professional Liability Insurance: The Contractor shall maintain during the life of the Contract such Professional Liability Insurance which shall protect it, the OCD, and any Subcontractor during the performance of work covered by the Contract from claims for damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by the Contractor or its Subcontractor pursuant to this Contract. In the absence of specified regulations, the amount of coverage shall be as follows: Professional Liability Insurance: Combined single limits of no less than one million ($1,000,000).

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

F. Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of two million Dollars ($2,000,000) per occurrence for bodily injury/property damage which shall protect it, the OCD, and any Subcontractor during the performance of work covered by the Contract. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

G. 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 one million dollars ($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.

The Contractor will be required to obtain Performance and Payment Bonds in the amount of one million dollars ($1,000,000) for the construction services provided under Solution 1 Turnkey (Full

Service). The 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 one million dollars ($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 (10%) 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.

The 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.

H. Subcontractor's Insurance: The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates for each Subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements for Subcontractors prescribed herein may be made with the written approval of the State Program Manager.

I. Crime Insurance, which incorporates fidelity bond insurance: The 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 five million dollars ($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.

24.1 OTHER INSURANCE PROVISIONS

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

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

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

B. Workers' Compensation and Employers Liability Coverage – The insurer shall agree to waive all rights of subrogation against the State, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the State.

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

D. Verification of Coverage. The Contractor and each Subcontractor shall furnish the State with standard ACORD form certificates of insurance affecting coverage required by this clause and listing the State as an additional insured or loss payee where applicable. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State may upon written request, examine but not copy complete versions of all required insurance policies.

E. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions for the State of Louisiana, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. For purposes of this Contract, the Contractor may carry deductibles in the amount for two hundred fifty thousand dollars ($250,000) or less.

25 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).

26 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.

27 DRUG-FREE WORKPLACE REQUIREMENT

The Contractor and its 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).

28 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 the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, kin connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by the 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 the Contractor. The OCD will provide specific Program information to the Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to the Contractor by the OCD shall remain the property of the OCD and shall be returned by the Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

29 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

30 ELIGIBILITY STATUS

The 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.

31 LEGAL AUTHORITY

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

32 ENERGY EFFICIENCY

The 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.

33 COVENANT AGAINST CONTINGENT FEES

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

34 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.

35 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.

36 PROHIBITIONS OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, effective May 22, 2018, 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.

37 NOTICES

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

To OCD:

Executive Director

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

To Contractor:

IEM
Attn: Brad Tiffee, Director of Operations
8550 United Plaza Boulevard, Suite 400
Baton Rouge, LA 70809-2256

38 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.

39 PUBLIC COMMUNICATIONS

The Contractor shall not issue or participate any public communications or public meetings regarding the Program and Contractor's activities under this Contract without the prior consent of the OCD.

40 SAFETY

The 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 the Contractor shall take or cause to be taken such

additional safety and health measures as the Contractor may determine to be reasonably necessary.

41 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 the Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

42 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.

43 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.

44 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 State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

45 WAIVER OF NON-COMPETITION ENFORCEMENT

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

46 INDEPENDENT ASSURANCES

The OCD may also require the Contractor and /or its Subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit contractor will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

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

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit Contractor will submit to the OCD and/or the 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 shall supply the OCD with an exact copy of the report within thirty (30) calendar days of completion. When required by the State, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations regarding Contractor procedures and operations as suggested by the audits within three months of report issuance at no cost to the State. The cost of any such required audit will be paid by OCD as an Other Direct Cost.

Balance of this page left blank intentionally.

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

OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____

Name: Patrick W. Forbes

Title: Executive Director

Date: 4-24-20

DIVISION OF ADMINISTRATION

Signed: _____

Name: Desireé Honoré Thomas

Title: Assistant Commissioner, DOA

Date: 4/27/2020

INNOVATIVE EMERGENCY MANAGEMENT, INC.

Signed: _____

Name: Brad Tiffee

Title: Director of Operations

Date: April 23, 2020

INNOVATIVE EMERGENCY MANAGEMENT, INC. CORPORATE SEAL 1985 LOUISIANA

ATTACHMENT I – SCOPE OF SERVICES
PROGRAM MANAGEMENT

1. Overview

The Louisiana Division of Administration, Office of Community Development, Disaster Recovery Unit (OCD) requires services to support the administration of Restore Louisiana Program (ReLa) (the Program) and potentially expand those services to accommodate other similar programs yet to be defined, including programs resulting from future disasters and/or future programs through the HUD-sponsored National Disaster Recovery Competition or other special grants.

Contractor will be responsible for successfully completing 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 "Programs". The Contractor shall coordinate to maximum extent possible with the State's disaster case management providers to locate eligible clients for the Program.

Tasks to be accomplished under this contract will be addressed with associated deliverables, performance measures, and timelines, among other requirements. This Scope of Services, Attachment I and Attachment II, address tasks that the OCD requires to support the administration of the ReLa, and any other similar disaster recovery programs yet to be defined. 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 the OCD State Program Manager and the Office of State Procurement (OSP).

Contractor will maintain close coordination and cooperation with OCD's Quality Assurance/Quality Control (QA/QC) provider with anticipated communication on a daily basis. This provider will be procured via a separate request for proposals for the purposes of monitoring performance and internal controls, related to process management and IT services. Reporting requirements may be included in the QA/QC contract to provide reporting requirements for OCD and Contractor.

The ReLa 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-environmental reviews/lead base paint testing, construction, etc. to bring the dwelling to a reasonable level of livability.

SOLUTION 2. Homeowner Managed Construction where the owner has already engaged a construction contractor or chooses to engage in a construction contract then the Contractor will provide case management, and environmental services, as needed.

SOLUTION 3. Reimbursement solution where the owner has already restored the dwelling to livability or incurred construction costs and can provide itemized invoices and proof of payment for the eligible work performed. Contractor shall confirm that the work performed conforms to the level of actual flooding and determine if any additional work is required to restore the home to minimum ReLa. Program standards. The Contractor would be charged with verifying invoices, applying reasonable cost standards to the invoices and paying the owner any amounts due, less any duplicate benefits received by the homeowner.

SOLUTION 4. Buyout solution when the State determines, with the assistance of the Contractor, that the property should not be rebuilt. This solution may be implemented after commencement of the Program following a determination that sufficient funding is available.

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

GENERAL REQUIREMENTS FOR SOLUTIONS 1, 2 AND 3:

Contractor shall coordinate with the homeowner to conduct a pre-award site inspection of each home for purposes of performing a damage assessment, cost to rebuild (square footage assessment) and to determine necessary repairs for use in developing a ReLa program allowable cost (SOW) to restore the home to the OCD approved standards. 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 ReLa 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 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 repair scopes of work and cost estimates based on inspection results using Xactimate software, following ReLa program guidelines. The Contractor and the OCD will jointly develop the base model Xactimate and agree to all optional/site specific factors. Contractor and OCD will also agree on reasonable timelines for initiating and completing work within ReLa program requirements.

In the case of eligible homeowners with mobile homes, the ReLa 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. 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 OCD's ReLa program and HUD (including, but not limited to, those addressing mobile homes, minimum standards, mold remediation, lead based paint, asbestos, floodplain requirements etc.). Contractor must also both ensure and document compliance with same.

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 and financial 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 and photo identification. The words: 'ReLa 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.

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 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 administration of the "Program(s)". No key personnel may be assigned to the resulting Contract without the written consent of the State. When determining staffing levels, the Contractor must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any hours in excess of 40 hours per week may 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 the Rate Schedule, Attachment III for all units/hours worked. The Contractor will be required to coordinate with the State on staffing during recognized State and Contractor holidays.

2. Tasks and Services

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under the contract. 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 programs being administered by the OCD as required.

At a summary level, these tasks include:

1. ReLa Services

    1.1. Program Operations and Administration

    1.2. ReLa Case Management Services

    1.3. Environmental review requirements

    1.4. Calculation of Cost of Rehabilitation, Reconstruction, Construction, Reimbursement

    1.5. Accounting/Reporting and Closing

    1.6. Applicant Relations

    1.7. Document Management

    1.8. Anti-Fraud, Waste, and Abuse (AFWA)

    1.9. Public Relations/Outreach

    1.10. Policy/Training

1.11. Grant Recapture

1.12. Reporting

1.13. Inspectors/Estimators

2. Close-Out of ReLa 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): Administer the ReLa Program

Task (1.1): ReLa 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).
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 complete inventory of all items purchased with Program funds or provided by the State.
7. Scale staff to efficiently run the "Program."
8. Coordinate with the OCD, Louisiana Legislative Auditor (LLA), and other external entities, to conduct research and provide information related to the Program.

Task (1.2): ReLa Case Management Services

Take applications from homeowners via web forms, telephone and face-to-face interviews.

1. Through personnel acting as Case Managers or Intake Specialists, provide information about the program and answer applicants' questions.
2. 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), identify all lien holders, and assist the owner in preparing a plan of action to satisfy all lien holders (for buyout option only).
3. Secure data sources and verify sources of funds (e.g. SBA & NFIP) 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, and the portion of any FEMA Individual (household) Assistance Payments received by applicants to compensate for real property losses.

4. 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 forward this documentation to the State.
5. For some or all assistance transactions, file documents in the public records as instructed by the State. (Solution 4-Buyout)
6. Provide applicants with assistance from case manager, who will advise homeowners on the following:

    6.1 The implications of choosing the various Solutions under the program.
    6.2 How to understand and manage financial matters such as insurance payments, FEMA payments, outstanding secured loans, liens, etc.
    6.3 If the 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 through an online registry, and how to manage engagements with those service providers and contractors.

7. Ensure that the grant calculations are entered in the system of record as required by the State.
8. Obtain and verify all required calculation inputs that are to be captured system of record as required by the State, for each remaining applicant.
9. 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.
10. Generate closing documents and schedule closings/acknowledgment of grant award meetings.
11. Process applications in accordance with Program policies, procedures, and business processes.
12. Coordinate with applicants to resolve issues impacting previous and/or future grant disbursements.
13. 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.

14. Develop recommendations to ensure that applicants receive the most favorable benefit available.

Task (1.3) Environmental Review Requirements

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

The Contractor will provide Tier II reviews as appropriate. (A Tier II Site Specific Review for Properties is also referred to in this document as a Tier II review.) The Contractor shall ensure that all Tier II reviews are completed within 45 calendar days or less from the time the particular Tier II 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 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. This monthly report shall detail the status of each work order, showing the percent complete and any outstanding items.

5. Program Administration Services

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

- Program planning, organization, contracting, scheduling and reporting to OCD,
- Assistance with organizing and scoping of work orders issued under various programs within OCD;
- Liaisons with agencies as necessary to facilitate environmental reviews;
- Research, analysis, acquisition, and maintenance of GIS data
- Administrative, accounting and recordkeeping functions;
- Training for specific workflow procedures;
- Costs for filing public notices and fees paid to agencies.

a) Coordination with OCD - Contractor will maintain a close coordination with OCD as needed, with anticipated communication on a daily basis. OCD will have "real time" access to all program data through web-based tools and management systems. In addition, Contractor will coordinate with OCD on a site-specific work order basis to ensure the appropriate level of environmental review is performed and no work is conducted without OCD concurrence or authorization.

b) Comment Assistance: The Contractor shall assist OCD in comment phases of environmental reviews, including:

- Initial contact with State/federal agency resulting in further consultation and/or study;
- More definitive comments from State/federal agency following completion and submittal of detailed study;
- Comments by federal agency following receipt of the "Combined Notice of Finding of No Significant Impact" and of "Intent to Request a Release of Grant Funds."; and
- Comments from public or private entities during the public comment period.

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

Task (1.4) Calculation of Cost of Rehabilitation, Reconstruction, Construction, Reimbursement

1. The Contractor must conduct initial inspection and analysis on each home to establish the damage assessment and/or home's scope of work required to repair/replace damage from the floods. The scope of work may determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies.

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

3. Assign staff and /or subcontractor to perform the appropriate rehabilitation, reconstruction, new construction, and demolition or elevation activities (labeled collectively as Construction Activities).

4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines

5. Maintain weekly communication with property homeowners about issues with the construction activities being conducted at their property.

Task (1.5): ReLa 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, and (f) returned by applicants and recipients who decide to no longer participate in the Program (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 individual escrow accounts for applicants required to contribute funds towards the Construction Activities. These funds must be disbursed prior to draw request of CDBG funds.

Task (1.6) 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.
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 (1.7): Document Management

1. Store and retrieve 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 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 (1.8): 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.
    e. Develop and manage internal quality control processes to ensure consistency among a large number of staff.
    f. Develop anti-fraud, waste and abuse policies and procedures, subject to State approval.

Task (1.9): 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 and the general public remain informed through media messages, community outreach, public relations, and public education efforts. OCD encourages participation with non-profit organizations in this Program.

Task (1.9): Public Relations/Outreach

3. Create and provide website content maintenance, portal maintenance, and assist the OCD with written correspondence as required.
4. Establish and maintain for the life of the contract a web-based rebuilding professional registry that provides applicants with contact information for the following: architects, home inspectors, surveyors, renovation contractors, homebuilders, manufactured and modular housing dealers.

Task (1.10): Policy and Training

1. Develop training administration procedures that ensure uniform and efficient training for all staff, including OCD staff.
2. 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.
3. Provide staff on-boarding process for new and current hires.
4. Cross-train Program staff as required.
5. Coordinate, integrate, and manage the training activities of all staff responsible for providing Program services.
6. Review Program procedures to ensure that all training materials follow Program policy and procedures, updating materials as necessary.

Task (1.11): Grant Recapture

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

Task (1.12): Reporting (This task may be transitioned to a separate contractor)

1. Create reports to track performance, inventory, staffing levels and status of homeowners throughout the process.
2. Prepare pipeline report monthly which provides data required by OCD to monitor the progress of the Program
3. Prepare flow charts of Program processes
4. Create charts and maps of designated areas as requested by OCD

Task (1.13): Inspectors and Estimators

1. Inspectors and/or estimators will develop, using both the Xactimate software and the ReLa program guidelines, the repair scopes of work and cost estimates based on the site assessment results. The Contractor and the OCD will jointly develop the base model for Xactimate and mutually agree to all optional and site specific factors. The Contractor and OCD will also mutually agree on reasonable timelines for initiating and completing work within ReLa program requirements.
2. Explain to the homeowner what damages are eligible for the program 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.
3. Track and record GPS readings for all inspections
4. 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 of completed work.

Task (2): CLOSE-OUT OF ReLa

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.

3. Deliverables

The State 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. Tasks to be accomplished under this contract will be addressed in the contract or communicated by OCD to the Contractor and will include associated deliverables, service level agreements, performance measures, and timelines, among other requirements.

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 agree upon procedures.

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

4. Staff Qualifications

The Contractor's resources should possess the following desirable qualifications to successfully manage and provide the services described within Attachment I, Scope of Services for Program Management Services.

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. 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.
5. Ability to analyze, understand, and apply complex and/or technical materials such as directives, regulations, policies, Code of Federal Regulations, etc.
6. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
7. 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.

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. Ability to manage effectively with or without subordinates.
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 ReLa.
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.

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 Engineer (as needed)
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 as well as work already performed.

Professional Engineer should possess the qualifications identified below:

1. A four (4) year Bachelor's from an accredited university.
2. At least three (3) 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.

Project Manager (as needed)
Project management is the responsibility of a project manager. This person is responsible to maintain the progress, mutual interaction and oversee various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs.

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.

Estimator/Inspector
Estimator is responsible for completing scope of work and damage assessment of homeowners. They will maintain a complete understanding of all applicable Program policies, requirements, and evaluating protocols.

An Estimator/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 and/or insurance adjusting experience.
4. Xactimate and/or CAD skills
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:
A Clerical/Admin Assistant will provide routine office functions and support services for management staff. They will be responsible for performing standard office procedures, basic computer operations, and office equipment operation. (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 qualification below:

1. A High School diploma or its equivalent.
2. One (1) year experience in performing routing office administration and secretarial services. Additional education may substitute for experience.

ATTACHMENT II
SCOPE OF SERVICES
BUILDING/CONSTRUCTION MANAGEMENT (BCM)

General Description: Contractor shall provide quality and timely construction management and construction services for disaster housing assistance under the ReLa 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).

Precise estimates of the number of homes to be repaired or reconstructed under this contract is not fully known. 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 Contractor will be expected to staff its operations and secure sufficient resources to assist OCD with BCM services for damaged homes designated by OCD.

Should additional funding become available, the number of homeowner applicants participating in the program could increase significantly beyond that described above.

Contractor is expected to provide adequate resources for the timely completion of this contract. 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)** shall be completed and have their grant awards closed-out within 90-120 days of the initiation of construction activity on each site.

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) which is developed as part of the scope of work found in Attachment I of this Contract. 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 price per square foot for reconstruction/new construction. 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, and state and local floodplain management requirements and building codes (where applicable).

As part of this effort, the Contractor will provide all necessary services and act as a consultant to the OCD; procure all necessary building permits; 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 OCD any and all documentation necessary to demonstrate completion of work and address grant program requirements; etc.

<u>Contractor's General Requirements</u> (for **Solution 1- Turnkey (Full Service)**)

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

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 OCD.

The Contractor shall provide all personnel working on the contract with identification, including a standard color collared shirt 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 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.

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

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 14 business days.

The Contractor must provide an official certificate of occupancy (or local jurisdiction equivalent) upon completion of all work to the homeowner and retains this certificate on file.

Contractor is responsible for developing, producing and maintaining all required documentation required by HUD and OCD.

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.

The Contractor must 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 Retrofit Checklist.

The Contractor shall be responsible for coordinating 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, and licenses necessary for the proper execution and completion of the work.

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.

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 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.

The Contractor shall serve as the SPM's technical representative with respect to any architectural, engineering, and design matters related to the work performed under the contract.

For each home, the Contractor shall prepare and submit to the homeowner a practicable schedule, not to exceed 120 calendar days, 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 indicate appropriately the percentage of work scheduled for completion by any given date during the period.

For each 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 encountered during construction without the prior written approval of OCD.

The Contractor must 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. OCD may add additional reporting requirements as required and in their sole discretion.

For each home, the Contractor shall complete all work required under this contract within 120 calendar days of the effective start date. 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 delay penalties, the sum of $200 for each calendar day of delay.

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

Contractor's Insurance/Bonding Requirements: See Section 25 INSURANCE in the body of this Contract for insurance/bonding requirements.

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 OCD.

The Contractor shall be 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 ReLa program.

The Contractor shall give 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.

In performing this contract, the Contractor shall 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.

The Contractor and each subcontractor shall comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1925.

The Contractor shall 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.

The Contractor shall 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.

The Contractor shall 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 OCD 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.

Contractor shall prepare weekly progress reports for the OCD documenting project progress in accordance with the approved schedule and contract requirements.

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.

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.

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.

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 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.

Payments:

For each Solution 1 completed home, the OCD shall pay the Contractor the approved pre-construction Xactimate SOW price. The cost of any overruns shall be assumed by the Contractor, and shall not be reimbursed by OCD.

The Contractor shall 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. Once the value of work performed 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, OCD shall make a

progress payment to Contractor equal to 50% of the SOW (less the BCM fee listed in Attachment III, Rate Schedule). Any escrowed funds must be drawn prior to payment from OCD upon approval of draw request from 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.

Prior to making any payment, 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, if the SPM determines such evidence is necessary to substantiate claimed costs.

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.

ATTACHMENT III-RATE SCHEDULE

PROGRAM MANAGEMENT SERVICES:

Labor Costs
The Hourly Rate for each classification is fully burdened and includes all travel and Program 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.

Labor Category	*Hourly Rate*
Program Operations	
Program Director	$ 0.00
Senior Manager	$ 150.00
Manager	$ 75.00
Case Manager 3	$ 105.00
Case Manager 2	$ 59.00
Case Manager 1	$ 54.00
Professional Engineer	$ 75.00
Project Manager	$ 105.00
Inspector/Estimator	$ 100.00
IT Service Desk Technician	$ 50.00
IT Consultant	$ 75.00
IT System Analyst	$ 75.00
Clerical/Admin. Assistant	$ 54.00

Unit-Based Services Costs
The cost per unit to provide the services listed is fully burdened and includes all labor, travel and Program expenses to provide the service.

Description	Cost Per Unit
1. Tier II Site Specific Review	$ 750.00
2. Lead Base Paint Test	$ 1,750.00
3. Appraisal - Type 1004	$ 475.00
4. Title - Abbreviated Grant Search Solution 1-3	$ 250.00
5. Closing - Solution 1 & 2	$ 500.00
6. Closing - Solution 4	$ 750.00

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 Section 9 and Exhibit 9 of the OCD Disaster Recovery CDBG Grantee Administrative Manual (http://www.doa.la.gov/Pages/OCD/DRadminManual.aspx) for further details.

LEAD BASE PAINT TEST

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/DRadminManual.aspx) and 24 CFR Part 35, Subparts B-R for further details.

PRE-FLOOD 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.

CLOSING

Closing – Solutions 1 and 2: 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 paperwork and signatures on legal documents required to receive Program benefits under Solution 4.

BUILDING/CONSTRUCTION MANAGEMENT FEES:

Only homeowners choosing Solution 1 will receive Building/Construction Management (BCM) Services. These Building/Construction Management (BCM) fees include only overhead and profit. The following assumptions apply:

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 ReLa program. These repair activities/quality of materials will be defined by OCD and incorporated into the allowable line items available in Xactimate for these BCM services. The Xactimate version to be used by the Contractor will be specified by SPM. This listing shall be subject to modification by the SPM on an as-needed basis.

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 any inadvertently missed (additional) scope of work items unintentionally omitted by the Contractor when the repair estimate was prepared. However OCD will evaluate and consider requests based on unusual and unforeseen circumstances. Additional work that is approved by OCD, if any, will be priced utilizing the original data for the home' SOW. No other cost adjustments will be considered.

4. BCM fees shall 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 Solution 1 repaired home.

BUILDING/CONSTRUCTION MANAGEMENT SOW COST	***$ FEE PER HOME***
Fee for Scope of Work from $0 to $15,000	$ 3,450.00
Fee for Scope of Work from $15,000.01 to $30,000	$ 7,500.00
Fee for Scope of Work from $30,000.01 to $60,000	$ 10,850.00
Fee for Scope of Work from $60,000.01 to $75,000	$ 16,250.00
Fee for Scope of Work from $75,000.01 to $100,000	$ 23,000.00
Fee for Scope of Work from $100,000.01 to $200,000	$ 46,000.00
Fee for Scope of Work from $200,000.01 to $300,000	$ 69,000.00

ATTACHMENT IV
SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES

	Task	Deliverable	Measurement	Penalty Payment
1.	Public Records Request	All information responsive to a public information request shall be provided to OCD within three (3) calendar days of request receipt, unless an exception to the date required is noted in the request.	Days between requested date and date provided to OCD.	Contractor will pay a Penalty Payment of $500 a day.
2.	Complete individual Solution 1 repairs/reconstruction in less than 120 days (vacated property)	Contractor will complete repairs/reconstruction for homes under Solution 1, where homeowner certifies they have vacated the property, in less than 120 days from homeowner acceptance of Grant Agreement.	Days from Homeowner acceptance of Grant Agreement and property vacated until completion and acceptance of Solution 1 repair/reconstruction.	Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of repair/reconstruction
3.	Complete individual Solution 1 repairs/reconstruction in less than 150 days (property not yet vacated)	Contractor will complete repairs/reconstruction for homes under Solution 1, where homeowner has not yet vacated the property, in less than 150 days from homeowner acceptance of Grant Agreement	Days from Homeowner acceptance of Grant Agreement until completion and acceptance of Solution 1 repair/reconstruction.	Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of repair/reconstruction
4.	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 **May 1, 2020** and per day beyond any subsequent policy termination or cancellation dates.

5.	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. **Due date is May 1, 2020.**
6.	Performance Bond	Performance Bond for Contractor as defined in this contract and acceptable to State delivered within 7 business days of contract execution by all parties. Upon any termination or cancellation of bond, proof of replacement must be provided within 7 business days.	Performance Bond obtained	Contractor will provide a Penalty Payment of $1000 per day beyond 7 business days of contract execution by all parties and per day beyond 7 business days after any subsequent bond termination or cancellation dates.
7.	Subcontractor Monitoring Plan	Approved and accepted Subcontractor Monitoring Plan within **thirty 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 30-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.
8.	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.
9.	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.
10	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.