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2017 NOV 17 AM 10:28
DISASTER RECOVERY UNIT

STATE OF LOUISIANA

CONTRACT

PO# 2000309562

The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit (OCD-DRU), hereinafter sometimes referred to as the "State", and Hunt, Guillot & Associates, L.L.C, 603 E. Reynolds Drive, Ruston, LA 71270, hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions.

1 GENERAL AND ADMINISTRATIVE INFORMATION

This agreement addresses implementation and 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 funded by HUD ("Programs"). See Scope of Services (Attachment I), for further details.

1.1 SCOPE OF SERVICES

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

Attachment I: Scope of Services

Attachment II: Rate Schedule

Attachment III: Service Level Deliverables and Performance Measures

NOTE: The Contractor may not be the exclusive provider of any of the tasks in Attachment I. The Contractor will provide home inspection services as assigned by task order from the State Program Manager (SPM). There is no guarantee of any quantity of work and the Contractor may only be assigned services for a portion of the Home Inspection Program applicants. In the event that HUD future guidance streamlines the process for determining damages or costs of repair or reconstruction that are the basis for homeowner grants, OCD-DRU reserves the right to re-negotiate by modifying or deleting tasks and services, and if appropriate, adding tasks and services prior to and during the term of the Contract, subject to approval of the Office of State Procurement.

1.2 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. Provide Home Inspection Program services to meet the OCD-DRU's business requirements.
2. 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.

3. Provide comprehensive and proactive quality assurance and quality control functions.
4. Provide management of subcontractors, if any.
5. Establishment of processes and procedures to close out and/or transition the Home Inspection Program as necessary.
6. Cooperate to maximum extent necessary to coordinate with other contractors in the Home Inspection Program and in the Restore Louisiana Program, including but not limited to the Quality Assurance/Quality Control contractor.

1.3 PERFORMANCE MEASURES

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

1.4 MONITORING PLAN

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

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

1.5 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment I: Scope of Services

1.6 DELIVERABLES

See Attachment I: Scope of Services

See Attachment III: Service Level Deliverables and Performance Measures

1.7 SUBSTITUTION OF KEY PERSONNEL

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

or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted Offer.

2 BACKGROUND CHECKS

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

Bureau of Criminal Identification and Information

Baton Rouge, LA 70896-6614

225-925-6095

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

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

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

Drug Screening

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

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

The Contract shall begin on November 6, 2017 and shall end November 5, 2019, unless terminated earlier in accordance with the provisions herein. With all proper approvals and concurrence with the successful Contractor, OCD may exercise an option to extend the Contract for up to twelve (12) additional months. The total Contract term, with extensions, shall not exceed three (3) years. Notwithstanding the maximum term, the Contractor will be expected to complete various program milestones within shorter periods, as will be specified when tasks are assigned. No Contract or amendment shall be valid, nor shall the State be bound by the Contract or amendment, until it has first been executed by the State, the contractor and has been approved in writing by the Office of State Procurement (OSP).

3.2 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 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.

3.3 LICENSES AND PERMITS

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

3.4 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State

or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

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

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

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

3.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 72-1354146, DUNS number 012836610, and State tax identification number 9588534.

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

3.6 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of 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-DRU. 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-DRU.

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

3.6.1 Confidential Information Of Applicants

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

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

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.6.2. below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.6.2 State's Procedural Requirements

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

3.6.3 Duties To Monitor And Report Security Breach Or Unauthorized Release, Use Or Release Of Information

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

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

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

3.6.4 Third Party Requests For Release Of Information

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

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

3.6.5 Subcontract Agreements

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 3.6 and its Subsections. OCD-DRU shall be provided copies of such Subcontractor agreements upon request.

3.6.6 *Non-Confidential Data and Data Obtained From Third Parties*

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

3.6.7 *Limitations On Copying; Delivery Of Confidential Information To The State; Destruction Of Database; Obligations Against Use And Disclosure*

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 26 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

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

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$10,000,000.

4.1 PAYMENT TERMS

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

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

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

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

4.1.1 Payment for Services Provided on a Unit Price Basis

Payment for services performed on a unit price basis will be made on the basis of invoices submitted to the State documenting the number of unit price tasks performed multiplied by the applicable unit price per task. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized billable rate, the applicant for which the services were provided, date provided, location of service provided (address), photos of work required and of work performed, etc.

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

If a service performed on a unit price basis fails the third party QA/QC process or is subsequently determined to be incorrect or incomplete, the Contractor will not be paid for the failed, incomplete or incorrect service. The State may choose to pay for unit based services as they are incurred by the Contractor, rather than wait for the service to go through the third party QA/QC or other review stages. However, in the instances where there is a failed, incomplete or incorrect unit based service, the State will withhold payment for the failed service in subsequent draw requests. If the timing is such that the fail is identified after the Contractor's final draw request, then the Contractor will be required to repay the State for any failed, incomplete or incorrect unit based services previously paid by the State. Once the failed unit priced service has been remedied, the Contractor is eligible to receive payment for the successful unit priced service. The Contractor will develop a method of tracking successful and failed unit based services. The State will reconcile with the Contractor to ensure successful unit based services are paid and unsuccessful unit based services are denied payment.

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL.

4.1.2 Payment for Other Direct Costs

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the Contract as described in Section 4.1.3. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or

other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other "mark-up" to the ODC.

4.1.3 Other Direct Expenses

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); 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-DRU 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-DRU Finance Manager.

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

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

4.1.4 Disposal of ODC Equipment, Licenses, Etc.

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

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

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

4.2 NO GUARANTEE OF QUANTITIES

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

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

4.3 DELIVERABLES/PENALTIES

Performance measures, benchmarks, and/or penalties will be defined in ensuing OCD-DRU directives.

See Attachment III, Service Level Deliverables and Performance Measures, for deliverables and penalties.

Penalties under this Section, Deliverables/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-DRU. Penalties under this Section are for performance purposes and do not represent any form of damage payment.

5 TERMINATION

5.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

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

5.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract.

5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

6 INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 GENERAL INDEMNITY LANGUAGE

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

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to 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.

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

6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own

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

For all claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be two (2) times the maximum amount of the Contract. Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

7 CONTRACT CONTROVERSIES

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

8 FUND USE

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

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

9 ASSIGNMENT

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

10 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the 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, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

11 CONTRACT MODIFICATION

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

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the Subcontractor to the State and/or State Agency for any breach in the performance of the Contractor's or Subcontractor duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided for in the Offer:

Aptim Environmental & Infrastructure, Inc.
Adjusters International, Inc.
Institute for Building Technology and Safety (IBTS)
Unity Disaster Response, LLC

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

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor 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 to 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.

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 Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

14 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

15 GENERAL COMPLIANCE

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

16 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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

17 DOCUMENTATION AND RECORD KEEPING

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

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

18 PROHIBITED ACTIVITY

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

18.1 HATCH ACT

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

19 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR§ 13.36, 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

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

20 LABOR STANDARDS

For the CDBG Programs: Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

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

21 ENVIRONMENTAL CONDITIONS

For CDBG Programs: Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58 (for CDBG Programs). Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall ensure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes.

For FEMA Programs: Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to 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 (P.L. 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.

22 HISTORIC PRESERVATION

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

23 UNIFORM RELOCATION ACT

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

24 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 44 CFR § 13.50 and 44 CFR § 13.42 (FEMA) and/or 24 CFR §570.509 (CDBG) for project closure. Contractor's obligation to OCD-DRU shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

25 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only. Throughout the effective period of this Contract, Contractor shall provide certificates of insurance to the State which evidence compliance with the requirements of this Section.

- A. Contractor's Insurance:** The Contractor shall not commence work under this Contract until 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 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 at the site of the project. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Subcontractors

to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute. Exception: Employers liability limit is to be \$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 him, the State, and any Subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either 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 Contractor or his Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of Five Million Dollars (\$5,000,000).
- D. Professional Liability Insurance (Errors and Omissions):** The Contractor shall maintain Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, with a minimum policy limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed.
- 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. 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. Subcontractor's Insurance:** 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.

25.1 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 \$250,000 or less.

26 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

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

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

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

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

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

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

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

27 APPLICABLE LAW

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

28 DRUG-FREE WORKPLACE REQUIREMENT

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

29 OWNERSHIP OF DOCUMENTS

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

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

30 DELAY OR OMISSION

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

31 ELIGIBILITY STATUS

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

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

32 LEGAL AUTHORITY

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

33 ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The OCD-DRU will provide such standards and policies to Contractor as a pre-condition of this stipulation.

34 COVENANT AGAINST CONTINGENT FEES

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

35 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

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

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

36 SEVERABILITY

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

37 ENTIRE AGREEMENT CLAUSE

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

38 ORDER OF PRECEDENCE

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

39 NOTICES

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

To OCD-DRU:

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

To Contractor:

John (“Jay”) Guillot
Senior Vice President
Hunt, Guillot & Associates, L.L.C
603 E. Reynolds Drive
Ruston, LA 71270

40 NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract. The warranty requirements under Solution 1 (Turnkey) situations are not limited by this Section.

41 PUBLIC COMMUNICATIONS

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-DRU.

42 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

43 COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD-DRU and all such rights shall belong to the OCD-DRU.

44 PROVISION REQUIRED BY LAW DEEMED INSERTED

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

45 NO AUTHORSHIP PRESUMPTIONS

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

46 ADVERTISING

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration.

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

47 WAIVER OF NON-COMPETITION ENFORCEMENT

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

48 CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

49 E-VERIFY

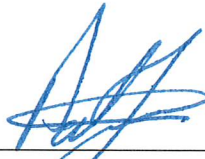
Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

50 COMMISSIONER'S STATEMENTS


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

Balance of this Contract left blank intentionally.

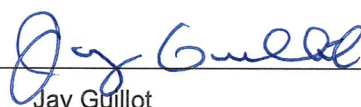
THUS DONE AND SIGNED by the Parties on the dates set forth below but effective as of the date given above.

By: 
Name: Patrick W. Forbes
Title: Executive Director
Date: 11.22.17

OFFICE OF COMMUNITY DEVELOPMENT

By: 
Name: Desiree Honore Thomas
Title: Assistant Commissioner
Date: 11/27/2017

DIVISION OF ADMINISTRATION

By: 
Name: Jay Guillot
Title: Senior Vice President
Date: 11-15-17

HUNT, GUILLOT & ASSOCIATES, LLC

ATTACHMENT I: SCOPE OF SERVICES

1 *Overview*

The Contractor will be responsible for successfully implementing and completing tasks, as assigned. Furthermore, the Contractor will be responsible for communicating, coordinating and integrating assigned tasks into Program systems and into the tasks assigned to other state contractors.

Tasks to be accomplished under this Contract will be addressed with associated deliverables, performance measures, and timelines, among other requirements. The Scope of Services, Attachment I, addresses tasks that the OCD-DRU needs to support the implementation of the Home Inspection Program and 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-DRU State Program Manager and the Office of State Procurement (OSP).

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

SOLUTION 1. Turnkey (Full Service) solution whereby the Contractor(s) evaluates the damage and creates the scope of work. Other ReLa Program contractor(s) then performs or contracts for all needed services-case management, environmental reviews/lead base paint testing, construction, etc. to bring the dwelling to a reasonable level of livability. Eligible homeowner expenses are determined during the initial home inspection, based on a repair scope of work.

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

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

SOLUTION 4. Buyout solution when the State determines, with the assistance of the Contractor(s), 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.

Contractor will maintain close coordination and cooperation with OCD-DRU's Quality Assurance/Quality Control (QA/QC) provider with anticipated communication on a daily basis.

2 Scope of Work

GENERAL REQUIREMENTS FOR SOLUTIONS 1, 2 AND 3:

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

In addition, on rebuild and repair (Solutions 1 and 2) homes, Contractor(s) will prepare interim progress inspections to verify work complete on the property and will also perform a final inspection on the home to ensure all work included in the initial SOW was complete, per Program guidelines and procedures.

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(s) shall obtain all necessary documentation which may include current pictures, pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed project scope of work.

CONTRACTOR'S GENERAL REQUIREMENTS FOR ALL SOLUTIONS:

The Contractor must ensure all staff and subcontractors know and enforce housing policies required by OCD-DRU's ReLa program and HUD (including, but not limited to, program standards, mold remediation, lead based paint, asbestos, floodplain requirements, elevation standards, 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 background check for all personnel to be utilized for the Program, and ensure that only those who can successfully pass said check are engaged on the project.

The Contractor shall provide all staff and subcontractors working on the home inspection 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-DRU expects the Contractor to provide competent and qualified staff to work on the scope of services under this Contract. The OCD-DRU reserves the right to prohibit unqualified or incompetent staff of the Contractor from assisting with the implementation and 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 Attachment II (or lower negotiated rates) for all unit costs. The Contractor will be required to coordinate with the State on staffing during recognized State and Contractor holidays.

3 *Tasks and Services*

This section provides a detailed list of tasks and services the Contractor(s) will be responsible for providing under the Contract. The State may award specific tasks to one or multiple Contractors. 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 contractor(s) and/or Programs being administered by the OCD-DRU as required.

At a summary level, these tasks include:

- 3.1 Initial Home Inspection A (Calculation of Costs of Eligible Rehabilitation and Reimbursement)
- 3.2 Initial Home Inspection B (Calculation of Costs of Eligible Rehabilitation or Reimbursement)
- 3.3 Initial Home Inspection C (Collection of Baseline Data)
- 3.4 Initial Home Inspection D (Determination of Work Complete)
- 3.5 Interim Progress Inspections
- 3.6 Final Inspections
- 3.7 Lead Based Paint Tests and Inspections

Task (3.1) Initial Home Inspection A (Calculation of Eligible Costs of Rehabilitation and Reimbursement)

1. The Contractor must conduct an inspection and full analysis on each home to establish the reimbursement assessment and/or home's scope of work required to repair as a result of the damage from the floods, as per Program guidelines. The Initial Home Inspection A will result in a line-by-line, house-specific inspection for both reimbursement assessments and scope of work for prospective repair work. The information from the inspection will be entered into Xactimate and XactAnalysis. The scope of work will be used to calculate a homeowner's eligible reimbursement and/or prospective award amounts and will determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. The scope of repair work will determine the construction contract under Solution 1. This process is further detailed in the Program guidelines.
2. Perform the internal QA/QC on all files to ensure the reimbursement assessments and prospective scope of work are accurately and comprehensively performed in line with Program guidelines, limitations and specifications.
3. Assign staff and /or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs.
4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
5. Maintain weekly communication with property homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.
6. Obtain all necessary documentation which may include pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work.
7. Track and record GPS readings for all inspections.

Task (3.2) Initial Home Inspection B (Calculation of Eligible Costs of Rehabilitation or Reimbursement)

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

The information from the inspection will be entered into Xactimate and XactAnalysis. The inspection resulting from Initial Home Inspection B will be used to calculate a homeowner's eligible reimbursement or prospective award amounts and will determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. The scope of work for

prospective work will determine the construction contract under Solution 1. This process is further detailed in the Program guidelines.

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

Task (3.3) Initial Home Inspection C (Collection of Baseline Data)

1. The Contractor must conduct an inspection to determine the baseline variables and parameters of a home, per Program guidelines. For example, the inspector will collect information on the overall square footage, number and types of rooms, the gut level and other pertinent information on the home in order to create an estimate of eligible reimbursement and/or repair expenses. The information from the Inspection must be entered into the state designated system. This process is further detailed in the Program guidelines.
2. Perform the internal QA/QC on all files to ensure the work is performed in line with Program guidelines, limitations and specifications.
3. Assign staff and /or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs.
4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
5. Maintain weekly communication with property homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.
6. Obtain all necessary documentation which may include pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work.
7. Track and record GPS readings for all inspections.

Task (3.4) Initial Home Inspection D (Determination of Work Complete)

1. The Contractor must conduct an inspection to determine the level of work completed at the time of inspection and to determine the level of work remaining to be complete, per Program guidelines. This process does not require a line-by-line Xactimate inspection, but does require a qualified assessment and distinction of level of work completed versus the level of remaining work to be completed. The information from the Inspection must be entered into the state designated system. This process is further detailed in the Program guidelines.
2. Perform the internal QA/QC on all files to ensure the work is performed in line with Program guidelines, limitations and specifications.
3. Assign staff and /or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs.
4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
5. Maintain weekly communication with property homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.
6. Obtain all necessary documentation which may include pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work.
7. Track and record GPS readings for all inspections.

Task (3.5) Interim Progress Inspections

1. Conduct interim progress inspections on awarded homeowners' properties to establish the level of work completed. The interim progress inspection will determine when and whether the Contractor(s) and/or homeowners are eligible for interim grant disbursements for progress made on their homes.
2. Perform the internal QA/QC necessary to ensure the interim progress inspection is accurately and comprehensively performed in line with Program guidelines, limitations and specifications.
3. Assign staff and/or subcontractor to perform the appropriate interim progress inspection.
4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
5. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

Task (3.6) Final Inspections

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

Task (3.7) Lead Based Paint Tests and Inspections

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

4 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-DRU 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-DRU 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.

5 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.

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. 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.

Training Manager

Training Manager is responsible for ensuring all Inspectors are properly trained and certified to use Xactimate and XactAnalysis, per Program guidelines.

The Training Manager 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. Five (5) or more years of large-scale project and training 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, XactAnalysis and/or CAD skills, to include training and field experience.
5. Excellent written and oral communication skills, strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills.
6. Advanced level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

Inspector

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

An Inspector should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.
2. Two (2) or more years of large-scale project experience, contributing at an operational, estimator or adjuster level. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Construction estimating experience in the field of residential rehabilitation and new construction and/or insurance adjusting experience.
4. Xactimate, XactAnalysis and/or CAD skills, to include training and field experience.

5. Excellent written and oral communication skills, strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills.
6. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

Clerical/Admin Assistant (This position may be used as a scheduler for inspection appointments and other duties, as required by the Contractor.)

Education: High School diploma or its equivalent.

Experience: 1-year experience in performing routine office administration and secretarial services. Additional education may substitute for experience.

Responsibilities Include: Providing routine office functions and support services for management and staff.

Knowledge of And Skills in: Standard office procedures, basic computer operations, and office equipment operation.

Examples of Work: Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents, organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

ATTACHMENT II: RATE SCHEDULE**Unit-Based Services Costs**

The rates below are fully burdened and include all labor, travel, and project expenses to provide the services required by this Contract.

	Description	Cost Per Unit
1	Initial Home Inspection A (Rehabilitation and Reimbursement)	\$ 1,100.00
2	Initial Home Inspection B (Rehabilitation or Reimbursement)	\$ 975.00
3	Initial Home Inspection C (Collection of Baseline Data)	\$ 775.00
4	Initial Home Inspection D (Determination of Work Complete)	\$ 775.00
5	Interim Progress Inspection	\$ 475.00
6	Final Inspection	\$ 525.00
7	Lead Based Paint Test and Inspection	\$ 800.00

DESCRIPTION OF INSPECTIONS:

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

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

Initial Home Inspection C (Collection of Baseline Data): This unit cost includes all travel costs, travel time and other expenses. The inspection includes a collection of baseline data on an individual home, to include, but not limited to such items as: square footage, number and type of rooms, level of gut throughout the house, outlying details of the home (two-story, fireplace, basements, etc.). The information from the inspection must be entered into the state designated system. The initial home inspection will undergo one level of internal QA/QC by the Contractor, and may undergo additional levels of QA/QC by a third party reviewer, as determined by the State and detailed in the Program guidelines. The initial home inspection is expected to be of the highest quality and accuracy, and to be performed in line with Program policies and procedures.

Initial Home Inspection D (Determination of Work Complete): This unit cost includes all travel costs, travel time and other expenses. The inspection includes a determination of the level of work completed at the time of inspection and a determination of the level of work remaining to be completed, per Program guidelines. This process does not require a line-by-line Xactimate inspection and analysis, but does require a qualified assessment and distinction of level of work

completed versus the level of remaining work to be completed. The information from the inspection must be entered into the state designated system. The initial home inspection will undergo one level of internal QA/QC by the Contractor, and may undergo additional levels of QA/QC by a third party reviewer, as determined by the State and detailed in the Program guidelines. The initial home inspection is expected to be of the highest quality and accuracy, and to be performed in line with Program policies and procedures.

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

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

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

ATTACHMENT III: SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES

	Task	Deliverable	Measurement	Penalty Payment
1.	Background Check Policy	Background Check Policy on background check passage criteria within thirty (30) calendar days after the beginning of the Contract.	Date of presentation to the State Program Manager.	Contractor will provide a Penalty Payment of \$200 for each calendar day of delay.
2.	Files transferred to OCD-DRU (or designee) through QA/QC workflow in eGrants for award acknowledgement for closing and disbursement(s)	Files transferred for closing and disbursement(s) will contain no errors in the Home Inspection	For each file that has been transferred to OCD-DRU (or designee) for award acknowledgment that contains any error due to the home inspection (i.e., repair/reimbursement/reconstruction) for which the file must be rejected by the QA/QC team for corrective action required.	Contractor will provide a Penalty Payment of \$300 per file that has been transferred to QA/QC for closing and contains an error due to a home inspection for which the file must be rejected.
3.	Files transferred to ReLa Contractor for Appeal Processing through a homeowner appeal relating to the home inspection performed.	Files processed though appeals will contain no errors in the home inspection documented through Xactimate or similar software.	For each file that homeowner appeals the home inspection completed and has a change effecting monetarily (increase or decrease) to the home inspection by the ReLa Appeals team.	Contractor will provide a Penalty Payment of \$300 per file that has been processed through an official ReLa Appeal where the home inspection required a monetary change.