**REQUEST FOR PROPOSALS**

**for**

**RESTORE LOUISIANA (Restore) PROGRAM**

**SELECTED SERVICES**

****

**RFP #: 107140-055**

**Proposal Due Date/Time: January 28, 2019, 3:00 PM CST**

**AMENDED 12/7/2018 (PAGE 7)**

**AMENDED 1/16/2019 (PAGES 13, 73, 116 AND 123)**

**State of Louisiana**

**Division of Administration**

**Office of Community Development**

**Disaster Recovery Unit**

**December 5, 2018**

Table of Contents

[PART 1: ADMINISTRATIVE AND GENERAL INFORMATION 6](#_Toc528325773)

[1.1 Purpose 6](#_Toc528325774)

[1.2 Background 7](#_Toc528325775)

[1.3 Goals and Objectives 8](#_Toc528325776)

[1.4 Term of Contract 8](#_Toc528325777)

[1.5 Definitions 8](#_Toc528325778)

[1.6 Schedule of Events 10](#_Toc528325779)

[1.7 Proposal Submittal 11](#_Toc528325780)

[1.8 Qualification for Proposer 11](#_Toc528325781)

[1.8.1 Mandatory Qualifications: 11](#_Toc528325782)

[1.8.2 Desirable Qualifications 12](#_Toc528325783)

[1.9 Proposal Response Format 12](#_Toc528325784)

[1.9.1 Cover Letter 12](#_Toc528325785)

[1.9.2 Table of Contents 12](#_Toc528325786)

[1.9.3 Executive Summary 12](#_Toc528325787)

[1.9.4 Corporate Background, Financial Condition and Relevant Experience 13](#_Toc528325788)

[1.9.5 Approach and Methodology 14](#_Toc528325789)

[1.9.6 Proposed Staff Qualifications 17](#_Toc528325790)

[1.9.7 Cost Proposal 18](#_Toc528325791)

[1.9.9 Outsourcing of Key Internal Controls 21](#_Toc528325792)

[1.10 Number of Copies of Proposals 22](#_Toc528325793)

[1.11 Technical and Cost Proposals 22](#_Toc528325794)

[1.12 Legibility/Clarity 23](#_Toc528325795)

[1.13 Confidential Information, Trade Secrets, and Proprietary Information 23](#_Toc528325796)

[1.14 Information Security Controls 25](#_Toc528325797)

[1.14.1 Breach Notification 25](#_Toc528325798)

[1.15 Proposal Clarifications Prior to Submittal 25](#_Toc528325799)

[1.15.1 Mandatory Pre-proposal Conference 25](#_Toc528325800)

[1.15.2 Proposer Inquiries 26](#_Toc528325801)

[1.15.3 Blackout Period 26](#_Toc528325802)

[1.16 Error and Omissions in Proposal 27](#_Toc528325803)

[1.17 Changes, Addenda, Withdrawals 27](#_Toc528325804)

[1.18 Withdrawal of Proposal 27](#_Toc528325805)

[1.19 Waiver of Administrative Informalities 28](#_Toc528325806)

[1.20 Proposal Rejection/RFP Cancellation 28](#_Toc528325807)

[1.21 Ownership of Proposal 28](#_Toc528325808)

[1.22 Cost of Offer Preparation 28](#_Toc528325809)

[1.23 Taxes 28](#_Toc528325810)

[1.24 Determination of Responsibility 29](#_Toc528325813)

[1.25 Use of Subcontractors 29](#_Toc528325815)

[1.26 Written or Oral Discussions/Presentations 29](#_Toc528325816)

[1.27 Acceptance of Proposal Content 30](#_Toc528325817)

[1.28 Evaluation and Selection 30](#_Toc528325818)

[1.29 Contract Award and Execution 30](#_Toc528325819)

[1.30 Notice of Intent to Award 30](#_Toc528325820)

[1.31 Right to Prohibit Award 31](#_Toc528325821)

[1.32 Insurance Requirements for Contractors 31](#_Toc528325822)

[1.32.1 Contractor's Insurance 31](#_Toc528325823)

[1.32.2 Minimum Scope and Limits of Insurance 32](#_Toc528325824)

[1.32.3 Deductibles and Self‑Insured Retentions 34](#_Toc528325825)

[1.32.4 Other Insurance Provisions 34](#_Toc528325826)

[1.32.5 Acceptability of Insurers 35](#_Toc528325827)

[1.32.6 Verification of Coverage 35](#_Toc528325828)

[1.32.7 Subcontractors 35](#_Toc528325829)

[1.32.8 Workers Compensation Indemnity 36](#_Toc528325830)

[1.33 Indemnification and Limitation of Liability 36](#_Toc528325831)

[1.34 Payment 37](#_Toc528325832)

[1.34.1 Payment for Services Provided on an Hourly Fee Basis 37](#_Toc528325833)

[1.34.2 Payment for Services Provided on a Unit Price Basis 38](#_Toc528325834)

[1.34.3 Payment for Construction Activities (Grant Proceeds) 38](#_Toc528325835)

[1.34.4 Payment for Other Direct Costs 39](#_Toc528325838)

[1.34.5 Retainage 39](#_Toc528325841)

[1.35 Termination 39](#_Toc528325842)

[1.35.1 Termination of the Contract for Cause 39](#_Toc528325843)

[1.35.2 Termination of the Contract for Convenience 40](#_Toc528325846)

[1.35.3 Termination for Non-Appropriation of Funds 40](#_Toc528325847)

[1.36 Assignment 40](#_Toc528325848)

[1.37 Right to Audit 40](#_Toc528325849)

[1.38 Civil Rights Compliance 41](#_Toc528325850)

[1.39 Record Ownership 41](#_Toc528325851)

[1.40 Entire Agreement/ Order of Precedence 42](#_Toc528325852)

[1.41 Contract Modifications 42](#_Toc528325853)

[1.42 Substitution of Personnel 42](#_Toc528325854)

[1.43 Governing Law 42](#_Toc528325855)

[1.44 Claims or Controversies 43](#_Toc528325856)

[1.45 Code of Ethics 43](#_Toc528325857)

[1.46 Advertising and Press Releases 43](#_Toc528325858)

[1.47 Verification 43](#_Toc528325859)

[1.48 Corporate Requirements 43](#_Toc528325860)

[PART 2: SCOPE OF WORK/SERVICES - PROGRAM MANAGEMENT SERVICES 44](#_Toc528325861)

[2.1 Scope of Work 44](#_Toc528325862)

[2.2 Tasks and Services 45](#_Toc528325863)

[2.3 Deliverables 60](#_Toc528325864)

[2.4 Technical Requirements 60](#_Toc528325865)

[2.5 Project Requirements 60](#_Toc528325866)

[PART 3: SCOPE OF WORK/SERVICES - BUILDING/CONSTRUCTION MANAGEMENT SERVICES 69](#_Toc528325867)

[3.1 Scope of Work 69](#_Toc528325868)

[3.2 Tasks and Services 70](#_Toc528325869)

[3.3 Deliverables 74](#_Toc528325870)

[3.4 Technical Requirements 74](#_Toc528325871)

[3.5 Project Requirements 74](#_Toc528325872)

[PART 4: EVALUATION 76](#_Toc528325873)

[4.1 Cost Evaluation 78](#_Toc528325874)

[PART 5: PERFORMANCE STANDARDS 80](#_Toc528325875)

[5.1 Performance Requirements 80](#_Toc528325876)

[5.2 Performance Measurement/Evaluation/Monitoring Plan 80](#_Toc528325877)

[5.2.1 Performance Measures/Evaluation: 80](#_Toc528325878)

[5.2.2 Monitoring Plan: 80](#_Toc528325879)

[ATTACHMENT I: CERTIFICATION STATEMENT 81](#_Toc528325880)

[ATTACHMENT II: SAMPLE CONTRACT 83](#_Toc528325881)

[ATTACHMENT III A: COST PROPOSAL TEMPLATE – PROGRAM MANAGEMENT (MAJOR UNIT COSTS, HOURLY RATE LABOR COSTS AND MINOR UNIT COSTS) 118](#_Toc528325905)

[ATTACHMENT III : COST PROPOSAL TEMPLATE – BUILDING/CONSTRUCTION MANAGEMENT 125](#_Toc528325906)

[ATTACHMENT IV: STAFFING/UNIT PLAN TEMPLATE 126](#_Toc528325908)

[ATTACHMENT V: RESTORE PROGRAM MANAGEMENT POLICIES 128](#_Toc528325909)

[ATTACHMENT VI: RESTORE ASSISTANCE PROGRAM SITUATION AND PIPELINE REPORT 129](#_Toc528325910)

[ATTACHMENT VII: EGRANTS VERSION 4.1 SOFTWARE FLOW CHART 130](#_Toc528325911)

[ATTACHMENT VIII: SAMPLE QA/QC UNIT COST CHECKLIST 131](#_Toc528325912)

**REQUEST FOR PROPOSAL**

**FOR**

**RESTORE LOUISIANA (Restore) PROGRAM**

**SELECTED SERVICES**

# ADMINISTRATIVE AND GENERAL INFORMATION

## Purpose

The Louisiana Division of Administration, Office of Community Development, Disaster Recovery Unit (hereinafter referred to as the “OCD”) is issuing this Request for Proposals (RFP) to solicit proposals from interested entities that wish to provide services needed by OCD in connection with the implementation and administration of the Restore Louisiana Program (hereinafter referred to as “Restore Program”). In addition to the program previously referenced, support services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives currently existing or yet to be defined of which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters. The Restore Program and other programs are collectively known as the “Program”.

OCD requires prospective Proposers to offer comprehensive services that (1) are based on an understanding of the Program as outlined in the relevant Action Plan(s), <http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx> and Restore Program manual, <http://d2se92fabdh4cm.cloudfront.net/wp-content/uploads/2018/10/05203141/Restore-LA-Homeowner-Policies-and-Procedures-v4.0-10.05.18.pdf>, (2) provide the scope and breadth of services that are responsive to the present and future needs of the Program, and, (3) ensure all work is performed in a timely manner in accordance with programmatic, statutory, and regulatory requirements.

OCD hereby determines that this project requires a license in the classification of Residential Construction and a Commercial license in the classification of Building Construction. **RESPONSES TO THIS RFP SHALL BE ACCEPTED ONLY FROM CONTRACTORS WHO ARE LICENSED UNDER LA. R.S. 37:2150-2192 FOR THE CLASSIFICATIONS OF RESIDENTIAL CONSTRUCTION AND COMMERCIAL WITH A CLASSIFICATION OF BUILDING CONSTRUCTION.** All Proposers are required to certify in Attachment I, Certification Statement, that they hold active licenses at the time of submission, and must also show the license numbers on the outside of their proposal.

Failure to provide a copy of the licenses with the proposal may be grounds for the State to reject. Additionally, any objection to the classifications must be submitted to OCD at least ten (10) working days prior to the deadline for receipt of proposals contained in the Section 1.6, Schedule of Events.

As a result of this RFP, the State may select one or more Contractors to provide either Program Management or Building/Construction Management services, a combination of the two or specific tasks within either or both of the Program Management and/or Building/Construction Management Services, as needed. For example, OCD may assign only a select number of home inspections to be performed. Cost proposals should be based on the potential that OCD will only assign certain tasks of the Program, and a selected Proposer may not be the exclusive provider of that service. Other providers may be pre-existing or acquired through simultaneous or subsequent procurement. Compensation for the task(s) assigned will be based on the hourly or unit based pricing as provided in the selected proposal(s) or lower negotiated rates.

The successful Contractor(s) will be required to coordinate and integrate awarded operational areas into existing and/or new program processes and systems, working with other State contractors and/or representatives, as specified by the State.

The State anticipates providing assistance through the Restore Program to approximately 16,000 homeowners for all solutions (1-4), though the Restore Program will likely serve and process approximately 45,000 applicants. The Restore Assistance Program Situation and Pipeline Report (Attachment VI) provides further detail of the current applications status. It is estimated that all applicants who applied to the Restore Program will have a final determination to their application (i.e., zero determination, ineligible determination, grant offered or applicant withdrawal) prior to the execution of this contract. Additionally, the majority of environmental reviews and initial home inspections will be complete. Therefore, while the Contract(s) will allow for all aspects of the Program functions to be carried out, the primary purpose of this RFP is for assistance with implementation of Solution 4 buyouts, as well as program close-out activities that are remaining after the end of the current contract. For clarity, any Contract awarded is expected to run concurrently with the current program management contract for some period. There is no guarantee to any selected Proposer(s) of any quantity of work and a selected Proposer may only be assigned services for a portion of the applicants.

## Background

OCD is dedicated to helping Louisiana’s residents recover from disasters such as hurricanes Katrina, Rita, Gustav, Ike, Isaac, and the 2016 Severe Storms and Flooding and to building resilience through activities funded by the National Disaster Resilience (NDR) funding and CDBG mitigation funding. As the state’s central point for disaster recovery, OCD manages one of the most extensive rebuilding efforts in American history, working closely with local, state and federal partners to ensure that Louisiana’s recovery is safer, stronger and smarter than before. The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds to Louisiana for recovery from the 2005, 2008, 2012 and 2016 storms:

* $13.4 billion for recovery from hurricanes Katrina and Rita in 2005;
* $1.09 billion for recovery from hurricanes Gustav and Ike in 2008;
* $66.4 million for recovery from Hurricane Isaac in 2012;
* $92.6 million from HUD’s National Disaster Resilience Competition in 2016; and
* $1.7 billion for recovery from the 2016 Severe Storms and Flooding.
* The state is anticipating an additional $1.2 billion for CDBG mitigation funding (Watershed Initiative).

In March and August of 2016, unprecedented rainfall caused rivers and lakes to swell, flooding parts of north Louisiana and much of south-central Louisiana. The floods killed 17 people and caused more than $8.7 billion in damages, with more than 193,000 people applying for disaster aid.

In response to the devastation caused by the flooding, OCD, who is statutorily responsible for policy development related to the federal funding, is implementing the Restore Program and is seeking to contract with an entity or entities to provide Program Management and Building/Construction Management Services described in Parts 2 and 3, Scope of Services.

**Housing Stock Impacted:**

From FEMA estimates there were 84,842 owner-occupied homes and 28,470 rental units in Louisiana that were destroyed or significantly damaged. For a detailed analysis of the damage to the housing stock along

with preliminary estimates of insured and uninsured losses refer to the Action Plan, <http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx>.

On August 29, 2017, Hurricane Harvey made landfall on the Texas gulf coast and traveled to Louisiana. On September 10, 2017 Hurricane Irma made landfall on the mainland of Florida and traveled north through Florida and into Georgia. In addition to Hurricanes Harvey’s and Irma’s direct impacts, Florence made landfall this fall on September 12, 2018 through the Carolina’s and Michael made landfall on October 10, 2018 across the Florida Panhandle. OCD recognizes that the recovery efforts for those events may impact the ongoing recovery efforts of the Restore Program and the efficient delivery of its recovery programs. This RFP can provide additional resources to allow OCD to continue services in a timely manner.

## Goals and Objectives

The objectives include, but are not limited to, assisting Louisiana residents in their return to their dwellings or, where applicable, to acquire or buyout damaged properties in a timely and an efficient manner; assisting OCD with the administration of the Program; and assisting the State of Louisiana with maintaining compliance with federal requirements.

## Term of Contract

The term of any contract resulting from this RFP shall begin on or about April 8, 2019 and is anticipated to end on April 7, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. Notwithstanding the foregoing, in no event, shall this Agreement be valid until it has been approved in writing by the Attorney General in accordance with La. R.S. 39:1565, for legal services only, and the Office of State Procurement in accordance with La. R.S. R.S. 39:1595.1.

## Definitions

|  |  |
| --- | --- |
| Action Plan | Proposed activities approved by the Dept. of Housing and Urban Development (HUD) to guide recovery from a disaster. See <http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx>. |
| Agency | OCD |
| Building/Construction Management Services (BCM) | Denotes specific services to be provided by the Contractor(s) awarded a contract under this RFP, only in Solution 1 Turnkey (Full Service). |
| CDBG | Community Development Block Grant |
| Construction Activities | Rehabilitation, reconstruction, new construction, demolition and/or elevation services. |
| Contractor | The selected proposer following negotiation, execution and required approvals of executed contract There may be more than one Contractor. |
| Contractor’s Program Director | Contractor’s principal point-of-contact for the State. |
| Discussions | For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP. |
| DOA | Division of Administration |
| Grant Management System | eGrants version 4.1 software 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 State has the authority to change the Grant Management System. |
| Homeowner Assistance Centers (HAC) | Facilities set up to assist homeowners with their applications and questions. |
| HUD | U.S. Department of Housing and Urban Development, the federal agency that administers CDBG funds. |
| IT Services | The State Office of Technology Services (OTS) will provide IT services for the State to support these RFP services, unless specified in this RFP to be provided by the successful proposer. |
| May and Can | The terms “may” and “can” denote an advisory or permissible action. |
| Must | The term “must” denotes mandatory requirements. |
| OSP | Office of State Procurement |
| OTS | Office of Technology Services, Division of Administration, State of Louisiana |
| Program | The Restore Louisiana program, Watershed Initiative, other existing disaster recovery programs and resiliency/mitigation programs which OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. |
| Program Management Services | Denotes specific services to be provided by the Contractor(s) awarded a contract under this RFP. |
| Proposer | A firm or individual who responds to this RFP. |
| QA/QC | Quality assurance and quality control processes are the combination of [quality assurance](https://en.wikipedia.org/wiki/Quality_assurance), the process or set of processes used to measure and ensure the quality of a service (eg. policy, IT, and construction), and [quality control](https://en.wikipedia.org/wiki/Quality_control), the process of ensuring services meet OCD expectations. Quality assurance is process oriented and focuses on defect prevention, while quality control is product oriented and focuses on defect identification. |
| RFP | Request for Proposal |
| Shall and Will | The terms “shall” and “will” denote mandatory requirements. |
| Should | The term “should” denotes a desirable action. |
| Solution | One of several tracks that can be chosen by applicants to this program to repair/rehabilitate, reconstruct, replace, and/or elevate their flood damaged home.  **SOLUTION 1.** Turnkey (Full Service) solution whereby the Contractor(s) evaluates the damage and creates the scope of work, then performs or contracts for all needed services-case management, environmental reviews/lead based paint inspection, testing and reporting, construction, etc. to bring the dwelling to a reasonable level of livability. Eligible expenses are determined during the initial home inspection, based on a repair scope of work. \*For the contract(s) resulting from this RFP, OCD expects that most of the files for Solution 1 will be in a phase of NTP (Notice to Proceed) for construction services.  **SOLUTION 2.** Homeowner Managed Construction where the homeowner has already engaged a construction contractor or chooses to engage in a construction contract then the Contractor(s) will provide case management, construction advisory services and environmental services, as needed. Eligible expenses are determined during the initial home inspection, based on a repair scope of work.  **SOLUTION 3.** Reimbursement solution where the homeowner has already restored the dwelling to habitability or incurred construction costs and the Contractor(s) can verify through their reimbursement assessments the level of work completed. Contractor(s) shall confirm that the work performed conforms to the Program guideline requirements and determine if any additional work is required to restore the home to minimum Restore Program standards. The Contractor(s) would be charged with ensuring comprehensive, accurate and professional reimbursement assessments, verifying invoices (if applicable), applying reasonable cost standards to the invoices and paying the homeowner eligible amounts, less any duplicate benefits received by the homeowner.  **SOLUTION 4.** Buyout and housing incentive where the homeowner sells the damaged property to the State or its designee in exchange for the appraised value of the property and an additional housing incentive, per Program policies. Contractor(s) shall provide case management, title work, limited legal services, closing services, environmental reviews, survey (as needed), lead based paint inspection, testing and reporting. Anticipated population to serve is 544 homeowners. |
| SOW | Scope of Work, which is used in this document to denote the allowable building specifications identified in Xactimate for repairs or reconstruction under the policies and procedures of the Program. |
| Specialized Advisory Services | Services provided by the Contractor that require specific industry knowledge, which may include, but is not limited to: construction, financial, and/or housing-related services. |
| State or OCD | Denotes the State of Louisiana by the Division of Administration, Office of Community Development, Disaster Recovery Unit. |
| State Program Manager (SPM) | Provide oversight of Contract and serves as the principal point of contact on behalf of the State concerning Contractor’s performance under the Contract resulting from this RFP. Also oversees the implementation of the Program, including overseeing the corresponding day-to-day activities of the Contractor. |
| Third Party Requests for Release of Information | Request from public for information that Contractor holds. |

## Schedule of Events

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP advertised in newspapers and post to LaPac | December 5, 2018 |
| Mandatory Pre-proposal conference | 2:00 pm CST, December 19, 2018 |
| Deadline for receipt of written inquiries | 4:00 pm CST, January 2, 2019 |
| Deadline to answer written inquiries | January 16, 2019 |
| Deadline for receipt of proposals | 3:00 pm CST, January 28, 2019 |
| Presentations & Discussions | Week of February 11, 2019 |
| Notice of Intent to award announcement, and 14-day protest period begins, on or about | Week of February 18, 2019 |
| Contract execution, on or about | March 5, 2019 |

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this RFP. The proposal in hard copy and electronic versions as specified in Section 1.11 must be received by the Restore Louisiana (Restore) RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

The Proposer should label proposal submissions as follows:

Restore Louisiana (Restore) Program Selected Services

Proposer’s Name

The proposal package must be delivered at the Proposer’s expense to:

Restore Louisiana (Restore) RFP Coordinator

Office of Community Development

Disaster Recovery Unit

617 N. Third Street, 6th Floor

Baton Rouge, LA 70802

Proposers should be aware of security requirements for the building and allow time to be photographed and presented with a temporary identification badge. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. **Proposers are hereby advised that the U.S. Postal Service does not make deliveries to OCD’s physical location.**

## Qualification for Proposer

### 1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

1. The Proposer shall provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details. **This statement must be provided even if there are/were no such proceedings.**
2. The Proposer shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a contract under this RFP. **These statements must be provided even if there are/were no such proceedings.**
3. The Proposer shall provide a statement documenting all open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter**. These statements must be provided even if there are/were no such proceedings.**

### 1.8.2 Desirable Qualifications

OCD desires that the Proposer’s resources meet or exceed qualifications listed in Parts 2 and 3, Scope of Services for Program Management and Building/Construction Management Services, respectively, and Staff Qualifications, Section 1.9.6 of this RFP.

## Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

### 1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer and include the signature of an authorized representative.

### 1.9.2 Table of Contents

The proposal should be organized in the order contained below.

### 1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including, Proposer contact name, email address and phone number, and the stipulation that the proposal is valid for a time period of at least one hundred eighty (180) calendar days from the proposal deadline submission specified in Section 1.6, Calendar of Events. This section should also include the following:

1. A summary of the Proposer's qualifications;
2. A brief statement of the Proposer’s understanding of the scope of work to be performed;
3. Confirmations addressing all mandatory statements detailed in Section 1.8.1;
4. Ability to meet the State agency's overall requirements in the timeframes set by the agency;
5. Confirmation that, if awarded a contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
6. Confirmation that the Proposer possesses a current, valid residential contractor’s license and commercial license with a classification of building construction in the State of Louisiana;
7. Confirmation that the Proposer has any appropriate state business license(s) required for this proposal, or, if allowed by law, will obtain such business license;
8. Confirmation that the Proposer has not had a record of substandard work within the past five (5) years;
9. Confirmation that the Proposer has not engaged in any unethical practices within the past five (5) years;
10. Confirmation that Proposer has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
11. Has a written agreement with any person or subcontractor listed in the proposed project staff or team;
12. State whether the Proposer has, in force, insurance coverage that meets the requirements of Attachment II, Sample Contract, or if the Proposer does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages;
13. Provide a descriptive list of all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Proposer or any of its officers, directors, or management personnel were or are defendants or targets of investigation;
14. Provide a descriptive list of all civil lawsuits in the past five (5) years in which the Proposer or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of $100,000; and
15. Any other information that the Proposer feels appropriate.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. Selection of a Proposer(s) does not require OCD to agree to any proposed deviation(s). Negotiations may begin with the announcement of the selected Proposer(s).

### 1.9.4 Corporate Background, Financial Condition and Relevant Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest three (3) years of financial statements, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their specific, concrete and verifiable experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers, and email addresses. The proposal should also:

* Describe all major engagements during the past ten (10) years in which the Proposer has rapidly started up to implement any business or governmental activity with annual expenditures in excess of $100 million. For each engagement, list the length of time between the award of contract and the start of the implementation activities. Provide specifics about the roles and responsibilities assigned and carried out by the Proposer in each of the engagements.
* Describe all major engagements during the past ten (10) years in which the Proposer assisted a governmental entity in managing the delivery of disaster-related assistance. Provide specifics about the roles and responsibilities assigned and carried out by the Proposer in each of the engagements.
* Describe all major engagements during the past ten (10) years in which the Proposer has assisted a governmental entity in managing the delivery of public/private financing packages and/or advisory services for home improvements, home replacements, home purchases, and/or property acquisition/disposition for community development purposes. For each engagement, indicate whether the end users included homeowners or small-scale rental property owners. Provide specifics about the roles and responsibilities assigned and carried out by the Proposer in each of the engagements.
* Describe any other experience or characteristics of the Proposer which would be uniquely relevant in evaluating the experience of your firm to handle the proposed project, with particular regard to its scale and the State’s goal of rapid implementation.
* Describe the Proposer’s presence in Louisiana and commitment to hiring Louisiana residents and subcontractors who employ or will employ Louisiana residents/entities.
* Identify specific experience with disaster management and construction management (including building timelines for rehabilitation and new construction). The information should detail the phases of the program that the Proposer participated in and roles and responsibilities carried out.

Proposers should clearly describe their ability to meet or exceed the desired qualifications described in the Desirable Qualifications for Proposer section. The State reserves the right to request any additional information to assure itself of a Proposer’s financial condition and experience.

### 1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

1. Describe the Proposer’s understanding of the nature of the Scope of Services and how its Proposal will best meet the needs of the State;
2. Describe the approach and methodology for starting up and maintaining operations, including capabilities for staffing Program Management Services which includes all available Solutions 1-4 (Part 2) and Building/Construction Management Services (Part 3). Also describe the approach and methodology for starting up and maintaining operations for construction activities, minimizing risk, ensuring completion of critical tasks, providing satisfactory customer service, and implementing a quality assurance process;
3. Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
4. Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3);
5. Approach for managing program operations for each specific task and area of operation to provide greater efficiency and effectiveness and optimize the use of personnel and other resources;
6. Approach for processing, disbursing, and closing all Program awards, closing out the Program operations;
7. Approach for processing Solution 4 (buyout and incentive award) as this will be a major component of this contract;
8. Proposed Program work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing;
9. Describe the proposed mechanisms for delivering services, e.g. through new offices operated by the Contractor, through the facilities of subcontractor firms (such as financial institutions, housing counseling agencies, or accounting firms), or via telephone, via a website, via mobile offices, or other means;
10. Describe the Proposer’s strategy for providing back-office functions, such as accounting, information technology, software changes;
11. Describe the Proposer’s strategy for working within the Program approved system(s) and reporting on deliverables and performance metrics in a regular and consistent manner (See Attachment VII: Egrants Version 4.1 Software Flow Chart and <https://www.xactware.com/en-us/solutions/claims-management/xactanalysis/overview/> for information on the Program approved systems;
12. Describe the Proposer’s strategy for ensuring collaborative, consistent and productive communication with State-assigned QA/QC contractor and other Program contractors;
13. Describe the Proposer’s strategy for working with multiple contractors contracted with OCD for implementation of the Restore Program;
14. Describe the strategy for recruiting and hiring any subcontractors that are essential to the Program’s success, but have not yet been identified. Additionally, describe how the Proposer will work with and manage the selected subcontractors. Such subcontractors may be described generically, for example, local financial institutions, Certified Public Accounting (CPA) firms, title companies, insurance adjustment firms, etc.;
15. Provide building plans for Solution 1 Reconstruction projects. Plans should be provided to include living square footages: 850, 1100, 1300, 1400, 1700, and 2100. Proposer may submit plans previously utilized in the program if it obtains the rights to use such plans from the person or entity which owns the rights to the plans;
16. Describe the strategy for ensuring fiscal controls will be effective for preventing fraud and abuse, and for complying with state and federal guidelines;
17. Describe the strategy for integration of assistance to applicants by phone, online, and in-person; and
18. Include a proposed Program schedule and budget that includes the details specified below. For purposes of preparing information required in Paragraphs A-D below, the Proposer should assume they will be assigned all tasks associated with processing and serving the remaining homeowner pipeline identified in the Restore Assistance Program Situation and Pipeline Report (specifically the Homeowner Program Snapshot) in Attachment VI.
19. The Proposer’s Program schedule and Staffing/Unit Price Plan Template, Attachment IV will be used in evaluating the Proposer’s approach and methodology score. The Proposer should provide a proposed Program schedule that indicates estimated volumes of tasks/milestones to be completed by month for the first 12 months. Proposers should use the Restore Louisiana Homeowner Assistance Program Situation and Pipeline Report (specifically the Homeowner Program Snapshot), Attachment VI and the anticipated population of 544 homeowners to be served under Solution 4 when preparing the Program schedule. In addition, the Proposers should use the eGrants Workflow Process, Attachment VII, when preparing the Program schedule. The Program schedule should be in the form of a spreadsheet with two sections: one with monthly columns with incremental numbers and a second section with monthly columns with cumulative numbers. The following list provides the Program tasks that should be provided in the Schedule.

* Tier II Environmental Reviews Completed (Minor Unit Cost)-Expected to be nearly completed
* Lead Inspections/Testing/Reporting Completed (Minor Unit Cost)
* Closing for Solutions 1-4 (Minor Unit Cost)
* Program /Intake-Expected to be nearly completed
* Home Inspection-rehabilitation AND reimbursement (Major Unit Cost) -Expected to be nearly completed
* Home Inspection-rehabilitation OR reimbursement (Major Unit Cost) -Expected to be nearly completed
* Home Inspection-interim progress inspection (Major Unit Cost) -Expected to be nearly completed
* Home Inspection-final inspection (Major Unit Cost) -Expected to be nearly completed
* Grant Calculation/Acceptance
* Grant Agreement/Execution
* Progress Inspections
* Final Inspections with COO
* Appraisal – Type 1004
* Title Work (Solution 4)

1. The State is seeking the best level of effort and labor mix to most efficiently and effectively accomplish the mission contained within this RFP. The Staffing/Unit Price Plan Template, Attachment IV should be completed for the first twelve (12) months of the contract. The staffing/unit price template should reflect the schedule prepared in response to Paragraph A of this Section.
2. A projected monthly budget for the first twelve (12) months should be used to provide the Contractor’s level of effort. In the projected monthly budget include only labor (hourly) billable positions and the Major Units and certain Minor Units listed in Attachment III. Additionally, the Proposer should include every position title from Attachment III for which the Proposer intends to bill the State. The monthly budget should reflect the schedule prepared in response to Paragraph A of this Section.

In addition, the Proposer should submit a detailed line item budget for expected ODC expenses (for example outreach, communications, the acquisition of computer equipment, phones and office furniture) expected in the first twelve (12) months. Any items to be leased should be specified in the budget and Proposer should clearly identify the additional costs that extend beyond the first twelve (12) months. Assume the State will lease the HACs. The Proposer should also provide information on any additional software systems needed to perform the work described in the Proposal. Xactimate and XactAnalysis must be included in the applicable unit costs proposed and will not be allowed as an ODC. Proposer should confirm understanding of Xactimate and XactAnalysis cost structure from the vendor.

### 1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the specific and relevant experience and qualifications of the Proposer's assigned personnel considered key to the success of the Program. This includes the Proposer’s own staff and staff from any subcontractors to be used. The Proposer should demonstrate that their staff (and any subcontractor(s) used) meet the desirable qualifications and have the necessary experience and knowledge to successfully implement and perform the tasks and services listed within the Parts 2 and 3, Scope of Services. The Proposer should identify subcontractors they have previously worked with on other projects and those that would be a new partner arrangement.

Any subcontractor included in the Proposal must have agreed in writing to being included in the Proposer’s proposed project staff or team. Any such written agreement must be produced to OCD upon request. Any financial terms and personally identifying information (i.e. social security number) may be redacted from the production to OCD.

Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Customer references (name, title, company name, address, email addresses, and telephone number) should be provided for the cited projects in the individual resumes.

No key personnel may be assigned to the resulting contract without the written consent of the State.

The Proposer shall also provide an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person assigned to the Program, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale personnel levels to maintain agreed upon service levels throughout the life of the Program. The Proposer should use the Staffing/Unit Price Plan Template, Attachment IV to help in imparting this information. See Proposed Program Schedule and Budget section in Section 1.9.5, Approach and Methodology for further details.

### 1.9.7 Cost Proposal

The Proposer must provide all cost information in the Cost Proposal Templates, Attachment III A and III B. All cost information should be reflective of the Proposer’s approach and methodology. All labor categories, fees per home finished, unit price services with their respective fees or prices, and other direct costs are subject to written approval by the State.

If any part of the Cost Proposal Templates, Attachments III A or III B is:

* Left blank;
* A price of $0 - $50 is proposed for any hourly rate or unit cost;
* Multiple prices are proposed for any hourly rate or unit cost; or
* Any changes are made to wording in the Cost Templates,

**THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

In addition, for any job titles in a series, i.e. entry-level, mid-level, and senior-level, the associated hourly rates must be appropriately proportionate to each other, and there must be a minimum of 10% difference between the rates proposed in the different levels. For example, the hourly rate for entry-level must be at least 10% less than the hourly rate for mid-level which must be at least 10% less than the hourly rate for senior-level. **ANY PROPOSAL WITH HOURLY RATES NOT MEETING THIS CRITERIA WILL ALSO BE CONSIDERED NON-RESPONSIVE**.

**The hourly rates, fees per home finished and unit price costs will be in effect for the entire term of the Contract.**

The successful Proposer(s) from this RFP will be paid the actual billable rates/unit prices proposed or lower negotiated rates/prices for all services.

Supplies not individually listed within Section 1.9.7.4 Other Direct Costs, or otherwise approved by the State, shall be provided by the Contractor at its own cost.

**1.9.7.1 Hourly Fee Basis for Program Management Services**

The Proposer must provide the hourly rates for providing the services described in Scope of Services, Program Management Services, Part 2. Desirable qualifications for each labor category are included in the Scope of Services, Program Management Services, Part 2, under Section 2.5 labeled Staff Project Requirements. Hourly billing rates for each labor classification listed in the Cost Proposal Template -Program Management - Major Unit Costs with Hourly Rates and Minor Unit Costs, Attachment III A, must be provided. The Contractor must anticipate that personnel will work a maximum of forty (40) hours per week onsite to complete the assigned tasks. Any hours above forty (40) per week may require approval by the State and/or State Program Manager (SPM) and will be paid at the same agreed-upon billing rates listed in the aforementioned Cost Proposal Templates or lower negotiated rates.

**1.9.7.2 Unit Price Basis for Program Management Services**

Provide the proposed rates for each unit price task requested in Cost Proposal Template - Program Management-Major Unit Costs with Hourly Rates and Minor Unit Costs, Attachment III A. The proposed rates shall be inclusive of all fees required to provide the service, including labor and travel.

**1.9.7.3 Fee Schedule for Building/Construction Services**

Fees must be proposed as required in Attachment III B, Cost Proposal Template - Building/Construction Management.

**1.9.7.4 Other Direct Costs**

Other Direct Costs (ODCs) may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor’s operations under the contract for these RFP services (per State PPM 49) (State does not anticipate any such travel); security for on-site inspections on a pre-approved basis; recording fees (Recording fees in connection with Solution 4 work are to be included in “Minor Unit-Based Services Cost” - “Closing - Solution 4” and will not be approved or paid as ODC); cost of outreach and other public events (i.e. facilities and travel); notary service fees, and legal service fees related to Third Party Requests for Release of Information. Any equipment obtained by Contractor for purposes of the Program to be included as ODC must be purchased, not leased, unless specifically approved by OCD.

Wireless 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.

The Proposer should provide information on any additional software systems needed to perform the work described in the proposal.

Xactimate and XactAnalysis must be included in the applicable unit costs proposed and will not be allowed as an ODC.

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

**1.9.7.5 State Furnished Resources**

eGrants version 4.1 shall be provided as the Grant Management System (the system of record and the program application used for processing applicants during the application process) and hosted by the State. (The State may consider other software systems of record offered by the Proposer and will evaluate them based on their capability and complete functionality.) The Contractor shall provide design documentation along with functional and business 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 written 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).

For facilities provided by the State, the Contractor will be required to provide desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for all staff and other non-Contractor personnel assigned by OCD at the location. Accordingly, the selected Contractor is expected to make full use of all available equipment prior to requesting additional equipment. Requests for additional equipment and supplies require Contractor’s justification and State approval. Contractor will be responsible for providing its own office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.) at its own cost.

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this contract, the assigned SPM shall be the principal point of contact for the Contractor’s performance under this contract.

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

**1.9.7.6 Contractor Furnished Resources**

While HAC facilities are already established, OCD could require the Contractor to provide or maintain operations of facilities to meet the requirements listed below:

1. Current Primary Program operations facility and HAC
   1. Located 10000 Celtic Drive (Oak Tree Building) approximately 20,000 square feet
   2. Located 11000 Mead Rd approximately 29,000 square feet
2. Homeowner Assistance Centers (HAC)
   1. Currently located in Hammond: 130 Robin Hood Dr. with approximately 8,200 square feet.
   2. Currently located in Monroe: 24 Accent Dr. (North East Louisiana State Office Building) with approximately 12,000 square feet.

Contractor may be instructed by OCD to provide equipped minimal office space for other personnel, i.e. QA/QC contractor personnel, non-Contractor personnel, etc. Presently, OCD does not anticipate a change in the current leased locations already established and operating the Program and administration.

**1.9.7.7 Facility Requirements**

Each facility must contain adequate office space, desks/cubicles, office chairs, office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.), document destruction services, Internet service, data circuits, and parking for all staff at the location. The facility shall be available outside normal working hours and on weekends without additional charges. Unarmed guard services or approved security access are required at each facility to monitor and screen access and activities of all employees and visitors. Each facility must meet all governmental requirements for fire safety, accessibility, seismic and sustainability standards. Proposed space shall not be in the 100 year flood plain unless the State has determined it to be the only practicable alternative.

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

For all facilities, the Proposer shall be responsible for provisioning personal computer workstations, mobile devices, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for all staff at the location. This will include any network equipment required to establish network connectivity via a full peer to peer VPN tunnel connecting back to the State provided infrastructure. (Split tunnels will be strictly prohibited.)

See Section 4.3.1 in Attachment II, Sample Contract, for requirements concerning disposal of all ODC equipment, licenses, etc.

**1.9.8 Certification Statement**

The Proposer must sign and submit Attachment I, the Certification Statement.

### 1.9.9 Outsourcing of Key Internal Controls

The State will also require the Contractor and/or subcontractors to submit to an independent SSAE 18 No. 18 (SSAE 18) audit of its internal controls and other financial and performance audits from outside companies to ensure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit contractor will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

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

The Contractor must have a completed audit engagement letter within twelve (12) months of the contract start date. The Contractor shall supply OCD with an exact copy of the report within thirty (30) calendar days of completion. When required by the State, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State. The cost of the audits shall be borne by the State as an ODC provided prior written approval was obtained from the State.

## Number of Copies of Proposals

The State requests that the number of technical and cost proposal copies detailed in Section 1.11 be submitted to the Restore Louisiana (Restore) RFP Coordinator at the address specified. At least one (1) copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract(s) resulting from this RFP.

## Technical and Cost Proposals

The State requests the following:

* One (1) Original (clearly marked “Original”) and ten (10) numbered copies of the technical proposal. All should be clearly marked technical proposal.
* Two (2) portable drives (i.e., USB flash drive) of the entire technical proposal in PDF and Word Format. All should be clearly marked technical proposal.
* One (1) Original (clearly marked “Original”) and two (2) numbered copies of the cost proposal. All should be clearly marked cost proposal.
* Two (2) portable drives (i.e., USB flash drive) of the entire cost proposal in Word and Excel format. All should be clearly marked cost proposal.
* If applicable, Proposer should also submit one (1) paper copy and one (1) portable drive of the redacted version of the proposal. All should be clearly marked Redacted.

**NOTE: Financial statements for any Proposer who is a non-publicly traded entity should be submitted separately from the technical proposal. Two (2) hard copies of the appropriate financial statements should be submitted and clearly marked “Financial Statements”.**

## Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

## Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State 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.

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

Information contained within the response that has been designated by the Proposer as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.)* shall be in effect.  Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.  Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of their technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure.  The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

**“The data contained in pages \_\_\_\_\_of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of its proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract.  This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”**

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential.  If a competing Proposer or other person seeks review or copies of another Proposer’s confidential data, the State will notify the owner of the asserted data of the request. If the State determines that the information is not confidential and the owner of the asserted data does not want the information disclosed, within two (2) business days of being notified of the State’s determination and intent to release the information, the Proposer must notify the State that it desires to seek protective relief to prevent the disclosure. Notice of the institution of legal action must be received by 5:00 pm, Louisiana central time the next business day thereafter. Neither the State nor the requesting party shall be liable for damages, attorneys’ fees or costs of the Proposer in seeking the protective order.

With respect to information which the State does agree is confidential, the Proposer must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue (including attorneys’ fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

If the proposal contains confidential information, the Proposer shall submit a redacted copy along with a non-redacted proposal. If Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## Information Security Controls

The Contractor shall establish and maintain operational processes in compliance with the State’s Information Security Policy (Section 1.14.1 for link to the policy) when storing, transmitting, processing, disposing, or collecting Restricted Data on behalf of the State. In addition to technical requirements, the scope of the Contractor’s responsibility intentionally includes physical safeguards for processing sites, remote sites, and training and awareness efforts for Contractor or subcontractor’s staff.

The State will limit restricted information it provides to the Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow the Proposer to provide the agreed upon services.

The Contractor shall work with the State’s designated resources to produce any documentation required to facilitate an audit (internal or external) of State when needed, in an urgent manner.

System, application, or operational vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner and incur no additional cost to the State.

### 1.14.1 Breach Notification

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 following link: <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

## Proposal Clarifications Prior to Submittal

### 1.15.1 Mandatory Pre-proposal Conference

A mandatory pre-proposal conference will be held at the time and date listed in Section 1.6, Schedule of Events. It will be held at the LaSalle Building, 617 North Third Street, Baton Rouge, LA 70802. The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP, receive answers to relevant questions, and view a demonstration of the Program software. Any firm or joint venture intending to submit a proposal must have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing in accordance with Section 1.15.2 of this RFP even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at [https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm](https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm%20) in accordance with Section 1.15.2 of this RFP.

### 1.15.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the Restore Louisiana (Restore) RFP Coordinator at [OCD.Proposals@la.gov](mailto:OCD.Proposals@la.gov).

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. To be considered, written inquiries and requests for clarification of the content of this RFP must be received via email, [OCD.Proposals@la.gov](mailto:OCD.Proposals@la.gov), by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the Restore Louisiana (Restore) RFP Coordinator has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State’s online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: <https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg>.

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### 1.15.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

* A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
* Duly noticed site visits and/or conferences for bidders or Proposers;
* Oral presentations during the evaluation process; and
* Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## 1.16 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

## 1.17 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

## 1.18 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the Restore Louisiana (Restore) RFP Coordinator identified in the RFP.

## 

## 1.19 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

## 1.20 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State’s best interest.

## 1.21 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

## 1.22 Cost of Offer Preparation

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

## 1.23 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_, DUNS number \_\_\_\_\_\_\_\_\_\_\_\_\_, and State tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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.

## 1.24 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

* Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
* Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
* Is able to comply with the proposed or required time of delivery or performance schedule;
* Has a satisfactory record of integrity, judgment, and performance; and
* Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

## 1.25 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the Proposer shall identify in its proposal any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and the State.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

***The prime Contractor should include in the proposal an executed statement from each subcontractor affirming the following: “I have read and understand the RFP and final version of the proposal submitted by (Proposer).”***

## 1.26 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency’s program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If oral presentations are held, the OCD reserves the right to adjust the original technical scores based upon information received in the presentation, using the original evaluation criteria.

## 1.27 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

## 1.28 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal(s) most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any proposer or proposal.  Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

## 1.29 Contract Award and Execution

The State reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The selected Proposer(s) may not be the exclusive provider of services made the subject of this RFP. The State reserves the right to contract with one or more Proposers or other service providers for all or a partial list of services proposed in the Proposal whether as a result of the Proposal or subsequent procurement. The number of Proposers selected will be determined solely by the State.

The State reserves the right to negotiate reduced payment terms with the awarded Proposer(s). The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds fifteen (15) business days, or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

## 1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

The State reserves the right to make multiple awards.

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, and scores of each considered proposal along with overall scores of each proposal shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

## 1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

## 1.32 Insurance Requirements for Contractors

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.

### 1.32.1 Contractor's Insurance

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

### 1.32.2 Minimum Scope and Limits of Insurance

#### 1.32.2.1 Workers Compensation

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

#### 1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $5,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### 1.32.2.3 Professional Liability (Errors and Omissions)

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

#### 1.32.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of $2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non‑owned automobiles.

#### 1.32.2.5 Cyber Liability

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

#### 1.32.2.6 Bonding/Builder’s Risk

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

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

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

#### 1.32.2.7 Crime Insurance, which incorporates fidelity bond insurance

Contractor or any subcontractor involved in the handling of State, HUD, and FEMA funds shall be required to maintain Commercial Crime Insurance in the amount of not less than $5,000,000. Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance.

### 1.32.3 Deductibles and Self‑Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this contract, the Contractor may carry deductibles in the amount for $250,000 or less.

### 1.32.4 Other Insurance Provisions

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

#### 1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

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

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

#### 1.32.4.2 Workers Compensation and Employers Liability Coverage

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

#### 1.32.4.3 All Coverages

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

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD’s acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

### 1.32.5 Acceptability of Insurers

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

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

### 1.32.6 Verification of Coverage

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

The Certificate Holder shall be listed as follows:

State of Louisiana

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

617 N. Third Street, 6th Floor

Restore Louisiana (Restore) Program Selected Services

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

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

### 1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor’s Certificates at any time.

### 1.32.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## 1.33 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users 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. If applicable, 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, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; 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 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.

Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State 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.

## 1.34 Payment

No more than biweekly, the Contractor may submit a request for payment for services provided within the period. All expenses billed must be segregated by the established Program under the contract resulting from this RFP. The Contractor shall submit its request to OCD on an invoice form approved by OCD. The Contractor shall transmit the invoice and required supporting documentation as defined by OCD, to the SPM as designated within the contract. Following the SPM’s or designee’s review, the invoice shall be submitted to the OCD Financial Manager or his designee for approval of payment.

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 in writing prior to the expiration of the sixty (60) days. Any exception granted by the SPM shall include a 25% reduction to the amount of the invoice submitted late.

### 1.34.1 Payment for Services Provided on an Hourly Fee Basis

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of the work provided, timesheets and such other information as determined by the SPM.

This hourly rate shall be fully burdened and include all travel and project expenses (inclusive of homeowner inspections and estimation).

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

### 1.34.2 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 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. See Attachment VIII Sample QA/QC Unit Checklist, used to determine failure of a unit.

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

### 1.34.3 Payment for Construction Activities (Grant Proceeds)

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

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

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

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

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

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

### 1.34.4 Payment for Other Direct Costs

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the contract which are specifically provided for in the resulting contract(s), as described in Section 1.9.7.4. 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 along with the pre-approval from the SPM. The Contractor shall not attach any fee or other “mark-up” to the ODC. It is understood that should Contractor fail to submit ODC 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.

Xactimate and XactAnalysis must be included in the applicable unit costs proposed and will not be allowed as an ODC.

### 1.34.5 Retainage

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

## 1.35 Termination

### 1.35.1 Termination of the Contract 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. Contractor shall be paid for all authorized services properly performed prior to termination.

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

### 1.35.2 Termination of the Contract 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. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

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

## 1.36 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.

## 1.37 Right to Audit

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD’s federal grant providing the funds for the contract.  Contractor will be notified of the grant closeout date by OCD. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor’s activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor’s outstanding invoices, if any.

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

## 1.38 Civil Rights Compliance

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

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

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

## 1.39 Record Ownership

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 by herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time basis, 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. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with Attachment III, Cost Proposal Template or lower negotiated rates. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

## 1.40 Entire Agreement/ Order of Precedence

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

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal.

## 1.41 Contract Modifications

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 shall be binding on any of the parties.

## 1.42 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel as listed in the proposal.

## 1.43 Governing 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.

## 1.44 Claims or 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.

## 1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

## 1.46 Advertising and Press Releases

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.

## 1.47 Verification

The State reserves the right to verify all information provided by a Proposer via direct contact with the Proposer’s prior clients and prior project personnel, and Proposers shall agree to provide and release necessary authorizations for the State to verify any of the Proposer’s previous work.

## 1.48 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana’s Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana’s Secretary of State.

*Balance of this page left blank intentionally.*

# PART 2: SCOPE OF WORK/SERVICES - PROGRAM MANAGEMENT SERVICES

## 2.1 Scope of Work

The Louisiana Division of Administration, Office of Community Development, Disaster Recovery Unit (hereinafter referred to as the “OCD”) is issuing this Request for Proposals (RFP) to solicit proposals from interested entities that wish to provide services needed by OCD in connection with the implementation and administration of the Restore Louisiana Program (hereinafter referred to as “Restore Program”). In addition to the Restore Program, services may also be expanded to accommodate the Watershed Initiative, other existing disaster recovery programs and resilience/mitigation program which OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The Restore Program and other programs are collectively known as the “Program”.

\*\*Note that Part 3 of this RFP, Scope of Services for Building/Construction Management Services, further defines services to be provided by the Proposer. The specific services listed in Part 3 will be paid on a set fee basis, refer to Attachment III B, Cost Proposal Template - Building/Construction Management Services.

The Contractor will be responsible for successfully implementing and completing tasks, as assigned. If awarded the full scope contained within this RFP, this includes processing on all applications, including entering into appropriate arrangements with subcontractors and third party vendors, disbursing funds, monitoring compliance, and completing all other activities required to close out the Program. The Contractor shall coordinate to maximum extent possible with the State’s disaster case management providers to locate eligible clients for the Program. Furthermore, the Contractor will be responsible for communicating, coordinating and integrating assigned tasks into Program systems and into the tasks assigned to other State contractors and/or representatives, as specified by OCD.

Tasks to be accomplished under this contract will be addressed with associated deliverables, performance measures, and timelines, among other requirements which may be included through program task orders with additional deliverables. This Scope of Services, Part 2, and 3 address tasks that the OCD is soliciting to support the implementation and administration of the Program. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the contract, subject to the approval of State Program Manager and the Office of State Procurement (OSP). See Attachment V for policies for the Restore Program.

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

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

SOLUTION 1. Turnkey (Full Service) solution whereby the Contractor(s) evaluates the damage and creates the scope of work, then performs or contracts for all needed services-case management, environmental reviews/lead based paint inspection, testing and reporting, construction, etc. to bring the dwelling to a reasonable level of livability. Eligible expenses are determined during the initial home inspection, based on a repair scope of work. \*For the contract(s) resulting from this RFP, OCD expects that most of the files for Solution 1 will be in a phase of NTP (Notice to Proceed) for construction services.

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

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

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

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

## 2.2 Tasks and Services

This section provides a detailed list of tasks and services the Contractor(s) will be responsible for providing under the contract(s) resulting from this RFP. The State may award specific tasks to one or multiple Contractors. The Contractor(s) 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 as required.

At a summary level, these tasks include:

1. Continuing Operations of Restore Program
2. Restore Services
   1. Program Operations and Administration
   2. Restore Case Management Services
   3. Environmental Review Requirements
   4. Initial, Interim Progress, and Final Home Inspections: Calculation of Cost of Rehabilitation, Reconstruction, Construction, Reimbursement, Buyout and Housing Incentive
   5. Limited Legal Services
   6. Accounting/Reporting and Closing
   7. Legal Services
   8. Applicant Relations
   9. Document Management
   10. Anti-Fraud, Waste, and Abuse (AFWA)
   11. Public Relations/Outreach
   12. Policy/Training
   13. Grant Recapture – Currently being administrated by OCD-DRU
   14. Reporting
3. Close-Out of Restore Program

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

**Task 1 –Continuing Operations Of Restore Program**

* 1. Continue the operational plan and cash flow projections for the expenses of the Program and assistance payments, using Community Development Block Grant (CDBG) funds; to include controls to avoid fraud, waste and mismanagement of funds, controls to eliminate duplication of benefits from insurance companies, Small Business Administration (as applicable), Federal Emergency Management Agency, etc., processes for determining reimbursement assessment, repair scope of work and methods for ensuring ownership of property (tax assessor information) along with titles being free and clear (if required by the Program), review legal agreements. All procedures and systems shall be in accordance with federal and state regulations and in conformance with the State’s contractual agreement with HUD.
  2. Support the State Office of Technology Services (OTS) based on requirements developed by the State, its planning consultants, and the Contractor(s) and to which designated personnel of the State will have complete and full access during the entire term of the contract. While the systems have been modified and accepted and are currently in use, future modifications could become necessary as Program policy changes. Tasks for further modifying and developing the management information systems are as follows.

2.1. Contractor will review, recommend modifications and develop and conduct user acceptance testing on software requirements for:

2.1.2. Business rules for automated determination of eligibility and calculation of assistance amounts.

2.1.3. Financial accounting of program financial activities, including contractor and subcontractor billing and payments.

2.1.4. Data security, backup and privacy features.

2.1.5. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to homeowners.

2.1.6. Reports that will be produced by the automated system for the benefit of applicants for assistance, program personnel, program managers, the State, and all federal agencies that require reports. The State will approve all designs for reporting.

* 1. May be required to secure building leases and equipment for all front-office and back-office operations. Initial Housing assistance centers have been established for the Program. Contractor may be tasked with responsibility for all or part of the costs of operating the Centers, or a portion thereof, including lease payments, maintenance costs, and program operations costs of the centers. Any leases are subject to State pre-approval, receiving sufficient funding from HUD and cost reasonableness.
  2. Secure the necessary personnel, to be able to take applications in-person within thirty (30) days and over the phone within fifteen (15) days of the contract start date.
  3. Develop procedures for obtaining privacy releases, both in-person at Housing Assistance Centers and from applicants who reside in remote locations.

* 1. Complete the hiring of at least 40% of the personnel (including personnel of subcontractors) within thirty (30) days of the contract start date required to operate the Program, in compliance with the plan included in the proposal for maximizing use of low to moderate income individuals and businesses (HUD’s Section 3 program).
  2. Enter into contracts, which are provided to and approved by the State, with all subcontractors required to operate the Program within ten (10) business days of the contract start date. All contracts with subcontractors will incorporate and follow the provisions of the main contract between the State and Contractor.
  3. If required, engage in a public education and outreach campaign and continue as directed by OCD for the purpose of encouraging all eligible homeowners to complete Restore rebuilding and recovery process.
  4. Provide information about the Program for purposes of use on an existing State website.
  5. Make ready all electronic documents, with necessary protections of privacy.

* 1. Review, recommend modifications and approve the State’s proposed methods for verifying other sources of funds (Duplication of Benefits), processes for determining scope of work required for construction completion, procedures for safeguarding assets and managing assets, and a process for final disposition of applicant file.

* 1. Make senior managers of the Proposer or subcontractor firms available for media interviews, meetings with federal and State officials, and other necessary external meetings, each instance of which must be approved by a designated representative of OCD.

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

**Task (2.1): Restore Program Operations and Administration**

1. Oversee program operations and administration related to the Program to meet the performance measures, and timelines prescribed.
2. Work closely with the State and its designees in preparing and submitting an overall project plan for the Program, manage day-to-day operations, improve processes for quality and efficiency, and implement policy changes.
3. Provide reports that reflect the major activities for the reporting period as specified by the OCD (e.g. monthly, quarterly). The State’s QA/QC vendor will provide the majority of these reports for external and internal use. Contractor should be able to report accurately the current status of all homes under construction.
4. Communicate proposed quality assurance/quality control procedures and potential Program risks, issues, statuses, recommendations, and resolutions to the State.
5. Perform routine quality checks of the operational/functional areas using a standard checklist, to be approved by the State Program Manager to ensure that applications are processed according to approved policies. Report the results and recommendations to the SPM on a bi-weekly basis.
6. Track and allocate all time, materials, ODCs and other costs to specific activities and/or tasks. All payroll back up must be cost allocated to specific, eligible activities. Billing format must be approved by OCD prior to commencing services and is subject to subsequent revision at OCD’s request.
7. Track and complete inventory of all items purchased with Program funds or provided by the State.
8. Scale staff to efficiently run the Program.
9. Coordinate with the OCD, Louisiana Legislative Auditor (LLA), and other external entities, to conduct research and provide information related to the Program.
10. Maintain responsibilities associated with supporting the State Office of Technology Services (OTS) based on requirements developed by the State, its planning consultants, and the Contractor(s) and to which designated personnel of the State will have complete and full access during the entire term of the contract. Tasks for developing the management information systems are as follows. Contractor will review, recommend modifications and develop and conduct user acceptance testing on software requirements for:
    * + 1. Business rules for automated determination of eligibility and calculation of assistance amounts;
        2. eGrants system requirements to ensure consistency with Program policies and procedures;
        3. Financial accounting of Program financial activities, including contractor and subcontractor billing and payments;
        4. Data security, backup and privacy features;
        5. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to homeowners;
        6. Reports that will be produced by the automated system for the benefit of applicants for assistance, Program personnel, Program Managers, the State, and all federal agencies that require reports. The State will approve all designs for reporting; and
        7. Prompt notification to OTS and to SPM of systems issues affecting performance.

**Task (2.2): Restore Case Management Services**

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

1. Through personnel serving as Case Managers or Intake Specialists, provide accurate information about the Program and answer applicants’ questions.
2. Verify the ownership and occupancy of each property subject to the application.  Ensure that the owner has right title and interest to the property (using tax assessor and home exemption data). For Buyout option only, identify all lien holders, and assist the owner in preparing a plan of action to satisfy all lien holders and perform additional related title work in order to be able to acquire interest in the damaged property and insure with title policy.  The title policy shall be required to pay greater of the amount of the purchase price of the property or the fair market value of the property at the time of a claim.   Obtain title policy on solution 4 only.
3. Secure data sources and verify sources of funds (eg. FEMA, SBA, NFIP & NRCS) that were paid to applicant as compensation or other settlements or write-offs in connection with the applicant’s disaster related property losses, which must be deducted from the amount of the State’s assistance, namely: property and hazard insurance payments; flood insurance payments; SBA loans; NRCS buyout assistance; and the portion of any FEMA Individual (household) Assistance Payments received by applicants to compensate for real property losses.
4. Calculate the amounts of assistance due to qualified applicants, prepare all documents related to the commitment and disbursement of this assistance by the State, and ensure program files are thoroughly documented to demonstrate eligibility and award determination.
5. For some or all assistance transactions, file documents in the public records as instructed by the State (Solution 4-Buyout).
6. Provide applicants with assistance from case manager, who will advise homeowners on the following:
   * + Understanding Program guidelines and policies
     + Application status
     + Award explanation and breakdown
     + The implications of choosing the various Solutions under the Program.
     + How to understand and manage financial matters such as insurance payments, FEMA payments, outstanding secured loans, liens, etc.
     + If Solution 2, homeowner managed construction, is selected, an initial advisory session about the tasks involved for the owner will be conducted addressing issues such as: how to avoid being defrauded; professional design and survey services that may be required; how to identify services providers and building contractors; and how to manage engagements with those service providers and contractors.
     + If Solution 4, provide clear communication on requirements to relocate in a manner in line with Program policies.
7. Provide construction advisory services to homeowners (Solution 2) including but not limited to: Pre-bid meeting; construction contractor solution; review of bids; provide template contracts; draw inspections and sign off on completed work.
8. Ensure that the grant calculations are entered in the system of record as required by the State.
9. Obtain and verify all required calculation inputs that are to be captured in the system of record as required by the State, for each remaining applicant.
10. Communicate with the applicants regarding the status of their application, requests for additional information, or problems that may arise in conjunction with the application. Provide online solutions for applicants to view status and progress of their project.
11. Generate closing documents and schedule closings/acknowledgment of grant award meetings.
12. Process applications in accordance with Program policies, procedures, and business processes.
13. Coordinate with applicants to resolve issues impacting previous and/or future grant disbursements.
14. Document all communications with the applicants regarding the status of their application and subsequent related processes, requests for additional information, or problems that may arise in conjunction with the application in the system of record.
15. Develop informational materials and recommendations to ensure that applicants receive the most favorable benefit available.
16. A case manager should be able to complete all the tasks contained within this section.

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

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

The Contractor will provide environmental reviews as appropriate. Tier I reviews have already been prepared on the regions impacted by the 2016 floods. Tier II reviews may be required on site specific properties. Full environmental assessments and statutory checklists may be required on a limited basis for specific activities. Completion of the Certification of Categorical Exclusion (not subject to 58.5) and Compliance Documentation Checklist (24 CFR 58.6) is included as a responsibility of case management. The Contractor shall ensure that all environmental reviews are completed in full compliance with federal, state and local requirements. Tier II reviews must be completed within 45 calendar days or less from the time the particular environmental review is ordered.

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

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

1. **Perform lead-based paint inspections, testing and reporting and risk assessments when required.**
2. **Coordinate with the Office of Community Development/Disaster Recovery Unit.**

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

1. **Program Administration Services**

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

* Program planning, organization, contracting, scheduling and reporting to OCD;
* Assistance with organizing and scoping of work orders issued under various programs within OCD;
* Liaisons with agencies as necessary to facilitate environmental reviews;
* Research, analysis, acquisition, and maintenance of GIS data;
* Administrative, accounting and recordkeeping functions;
* Training for specific workflow procedures; and
* Costs for filing public notices and fees paid to agencies.
  + 1. Coordination with OCD - Contractor will maintain a close coordination with OCD as needed, with anticipated communication on a daily basis. OCD will have “real time” access to all program data through web-based tools and management systems, which will be maintained and updated by the Contractor(s). In addition, Contractor will coordinate with OCD on a site-specific work order basis to ensure the appropriate level of environmental review is performed and no work is conducted without OCD concurrence or authorization.
    2. Comment Assistance - The Contractor shall assist OCD in comment phases of environmental reviews, including:
* Initial contact with State/federal agency resulting in further consultation and/or study;
* More definitive comments from State/federal agency following completion and submittal of detailed study;
* Comments by federal agency following receipt of the “Combined Notice of Finding of No Significant Impact” and of “Intent to Request a Release of Grant Funds”; and
* Comments from public or private entities during the public comment period.

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

**Task (2.4) Initial, Interim Progress and Final Home Inspections: Calculation of Eligible Costs of Rehabilitation, Reconstruction, Construction, Reimbursement (All Initial Home Inspections are anticipated to be completed by December 31, 2018)**

1. The Contractor(s) must conduct initial inspection and full analysis on each home to establish the reimbursement assessment and/or home’s scope of work required to repair as a result of the damage from the floods, as per Program guidelines. The scope of work will be used to calculate a homeowner’s eligible reimbursement and/or prospective award amounts and will determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. The assessment and scope of work also determine the construction contract under Solution 1. This is not considered an estimate but should include a detailed scope of work that allows the contractor performing the work a complete scope for ensuring certificate of occupancy and final inspection. Therefore, the inspector should have construction and local code knowledge.
2. All Home Inspections of any kind are complete only after the inspector has performed the on-site inspection, has prepared the report, has uploaded the inspection results into Xactimate and XactAnalysis or any other system of record designated by the State and has made the results available for QA/QC, per Program guidelines
3. Perform the QA/QC on all files to ensure the reimbursement assessments and prospective scope of work are accurately and comprehensively performed in line with Program guidelines, limitations and specifications
4. Assign staff and/or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs
5. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines
6. Maintain weekly communication with property homeowners about scheduling and/or issues with the inspection activities being conducted at their properties
7. Explain to the homeowner what damages are eligible under the Program guidelines and shall obtain all necessary documentation which may include pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed scope of work
8. Track and record GPS readings for all inspections. At a summary level, these tasks include:

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

**Task (2.4A) Initial Home Inspection A (Calculation of Eligible Costs of Rehabilitation and Reimbursement)**

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

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

1. The Contractor(s) must conduct an inspection and analysis on each assigned home to establish the reimbursement assessment or home’s scope of work required to repair as a result of the damage from the floods, as per Program guidelines. The inspector will conduct a site visit and either:

i) complete a line-by-line assessment of the work completed prior to inspection; or

ii) complete a line-by-line scope of work for prospective repair work.

The information from the inspection will be entered into Xactimate and XactAnalysis. The inspection resulting from Initial Home Inspection B will be used to calculate a homeowner’s eligible reimbursement or prospective award amounts and will determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. The scope of work for prospective work will determine the construction contract under Solution 1. This process is further detailed in the Program guidelines. Further, any additional work not included in the approved scope of work, whether promised and/or undertaken by Contractor, will not be reimbursed under the Program. Additional work outside the approved scope of work shall not be considered in determining whether delay damages are appropriate.

1. 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.
2. Assign staff and /or subcontractor to perform the appropriate reimbursement assessments and/or scope of work for repairs.
3. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
4. Maintain weekly communication with property homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.
5. 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.
6. Track and record GPS readings for all inspections.

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

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

1. 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.
2. Assign staff and/or subcontractor to perform the appropriate interim progress inspection.
3. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
4. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

**Task (2.4D) Final Inspections**

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

**Task (2.4E) Lead Based Paint Inspections, Testing and Reporting**

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

**Task (2.5): Limited Legal Services**

1. Arrange for one or more legal service providers, subject to State approval, to assist eligible low and moderate income applicants by identifying remedial and curative title/ownership actions to be undertaken by the applicant. Separate legal service providers are required for limited legal services and legal services (See Task 2.7). Anyone qualifying for the buyout option is eligible for limited legal services. All limited legal services are subject to an OCD cost reasonableness review.
2. Ensure that all limited legal services provided to an applicant are performed under the direction and supervision of one or more attorneys duly licensed and authorized to practice law in the State of Louisiana. Rates are subject to approval by the State Attorney General’s Office.
3. Coordinate with the State to identify qualified applicants seeking such assistance.
4. Ensure that any provider of limited legal services does not provide to the applicants or homeowners legal services adverse to the interests of the State. Given the unique ethical considerations and confidentiality requirements attendant to such representation, work with the State in assuring that an attorney/client relationship is not established between the State or any of the limited legal service providers and the applicant by formulating a subcontract arrangement acceptable to the State, the Contactor and the limited legal services provider(s).

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

**Task (2.6): Restore Accounting/Reporting and Closing**

1. Account for and reconcile all funds (a) requested and received from the State, (b) disbursed to applicants, (c) in process or in suspension, (d) returned by applicants and their insurance companies to the Program (through the insurance subrogation process), (e) returned as a result of grant recapture, and (f) returned by applicants and recipients who decide to no longer participate in the Program (g) Record confirmation of EFT and checks cleared.
2. Administer the collection and processing of insurance subrogation funds; review and account for subrogation funds according to Program policies and procedures; and, record the subrogated funds in the State's system of record.
3. Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by the State.
4. Provide the State with activity, financial and progress reports as required to support billing for services and preparation of reports for State monitoring agencies and HUD.
5. Execute disbursement and draw requests according to Program policies, which at a high level include:
6. Notify the State of application approval and coordinate with the State for final approval.
7. Address questions and issues related to each applicant’s disbursement.
8. Coordinate funding requests with the State.
9. Process and disburse payments.
10. Record and document all payments through EFT confirmations or cleared checks.
11. Establish an escrow account for applicants required to contribute funds towards the Construction Activities. These funds must be disbursed prior to draw request of CDBG funds, per Program guidelines.
12. Obtain, manage and pay reconstruction, rehabilitation, construction, demolition, elevation services necessary to carry out the Program.

**Task (2.7): Legal Services**

1. Arrange for a legal service provider, subject to State approval, to provide legal services to the State. Separate legal service providers are required for limited legal services and legal services. Neither the provider of legal services nor the provider of limited legal services should be assigned non-legal tasks associated with the Program (i.e. case management or inspections), but the legal service providers may be requested on behalf of the state to participate in or evaluate such other tasks or work product of those tasks. (See Task 2.5).
2. Provide legal advice to State regarding construction litigation and various programmatic issues.
3. Provide recommendations to address legal implications identified when reviewing Program policies and procedures.
4. Undertake any and all additional activities and functions authorized by OCD as required to determine an applicant’s eligibility and to verify the validity of benefit determination inputs.

**Task (2.8) Applicant Relations**

1. Provide HAC staff to support inquiries made by the applicants via walk-ins, appointments, phone, email, or online submission. The Contractor will provide as an ODC the necessary equipment, including a toll free phone number to accept and log all inquiries. HAC support will be provided from 8:00 AM to 5:00 PM, Central Time, Monday through Friday, excluding State holidays, unless otherwise approved or requested by the State.
2. Perform routine functions such as fielding and routing inbound calls, making outbound calls to follow up with qualified applicants identified during targeted mailings, schedule follow up appointments, determine the status of an applicant, gather required documentation from the applicants, and assemble in the required format in the system of record.
3. Track all inquiries in the applicable system of record.
4. Coordinate with other functional areas to draft correspondence for targeted mass mailings and/or applicant status updates for State approval.
5. Conduct applicant file research by reviewing internal documentation, regulations and policies, and any additional supporting documentation that has been submitted by the applicant.
6. Develop a mediation (appeal) process to resolve disputes homeowners encounter.

**Task (2.9): Document Management**

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

**Task (2.10): Anti-Fraud, Waste and Abuse Coordination**

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

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

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

**Task (2.12): Policy and Training**

* 1. Implement, maintain, and update training administration procedures that ensure uniform and efficient training for all staff, including OCD staff.
  2. Implement, maintain and update procedures for ensuring all Program policy areas are consistently implemented, to be approved by OCD.
  3. Implement, maintain and update checklists for all functional areas of Program policies and procedures.
  4. Implement, maintain and update process flow diagram representing all functional areas of Program processes.
  5. Maintain, update, and develop a centralized electronic repository to store current and historical policies and procedures, system design training materials and release notes, and all other related materials.
  6. Provide staff on-boarding process for new and current hires.

* 1. Cross-train Program staff as required.
  2. Coordinate, integrate, and manage the training activities of all staff responsible for providing Program services.
  3. Review Program procedures to ensure that all training materials follow Program policy and procedures, updating materials as necessary.

**Task (2.13): Grant Recapture (Currently this function is performed by OCD)**

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

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

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

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

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

## 2.3 Deliverables

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

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

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

## 2.4 Technical Requirements

Not applicable to this RFP.

## 2.5 Project Requirements

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

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

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

Contractor will explain to the homeowner what damages are eligible for the Program and shall obtain all necessary documentation which may include current pictures, pre-construction pictures demonstrating the flood related damages and the pre-construction condition of elements identified for inclusion in the proposed project scope of work.

Contractor will explain homeowner’s options regarding the four available solutions, so that the homeowner may make an informed decision as to which solution to pursue.

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

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

In the case of eligible homeowners with mobile homes, the Restore Program will authorize only full replacement of the mobile home. The SOW for mobile home replacement includes all costs to remove the existing damaged mobile home; prepare the site for the replacement unit; purchase, deliver, install and set-up with utilities the new or replacement mobile home. OCD will authorize the maximum SOW for this replacement.

CONTRACTOR’S GENERAL REQUIREMENTS FOR ALL SOLUTIONS:

The Contractor must ensure all staff and subcontractors know and enforce housing policies required by OCD’s Restore Program and HUD (including, but not limited to, those addressing mobile homes, minimum standards, mold remediation, lead based paint, asbestos, floodplain requirements etc.). Contractor must also 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 checks for all personnel to be utilized for the Program, and ensure that only those who can successfully pass said checks are engaged on the project.

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

All Contractor staff and subcontractors meeting with homeowners must possess and present at all times approved work orders showing authorization to survey and conduct work on their homes. Work orders must clearly identify the scope of work and anticipated timelines for work completion as the Contractor must also provide documentation to the homeowner explaining the rights of the homeowner throughout the construction process.

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

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

OCD expects the Contractor to provide competent and qualified, trained staff to work on the scope of services under this contract. OCD reserves the right to prohibit unqualified or incompetent staff of the Contractor from assisting with the implementation and administration of the Program. No key personnel may be assigned to the resulting Contract without the written consent of the State. When determining staffing levels, the Contractor must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Key personnel and operational staff are expected to be available to OCD Monday-Friday 8am-5pm, excluding State holidays. All employees who work greater than six hours in a day are required to take a minimum 30 minute lunch break, which will not be compensated by OCD. The Proposals should be based on this requirement. All personnel are required to certify their time and allocate their time to specific eligible activities, consistent with the billing template approved by OCD. These time sheets must also include supervisory approval. Any hours in excess of 40 hours per week, 10 hours a day or hours worked on weekends require preapproval and must be necessary to complete assigned tasks. Any hours in excess of 40 hours per week require approval by the State and/or State Program Manager (SPM) and proof of payment to the personnel who work the excess hours. The Contractor will be paid at the same agreed upon billing rate listed in Attachments III A and B (or lower negotiated rates) for all units/hours worked. The Contractor will be required to coordinate with the State on staffing during recognized State and Contractor holidays.

STAFFING:

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

The Proposer’s resources should possess the following desirable qualifications to successfully manage and provide the services described herein.

**Program Director**

The Program Director provides oversight of the contract and serves as the principal point of contact on behalf of the Contractor. Therefore, the State expects only one (1) Program Director to be included in the Proposal. The Program Director supervises all managers to ensure that all deliverables and deadlines are met. The Program Director is responsible for developing a monitoring plan for the Program, as well as negotiating contracts for any required subcontractors or vendors. The Contractor’s Program Director is expected to provide high-level expertise across a broad range of business and related subject matter areas including public sector governance, project management, change management, and consensus building.

The Program Director should possess the qualifications identified below:

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

**Senior Manager**

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

A Senior Manager should possess the qualifications identified below:

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

**Manager**

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

A Manager should possess the qualifications identified below:

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

**Case Manager 3**

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

A Case Manager 3 should possess the qualifications identified below:

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

**Case Manager 2**

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

A Case Manager 2 should possess the qualifications identified below:

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

**Case Manager 1**

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

A Case Manager 1 should possess the qualifications identified below:

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

**Professional/Structural Engineer**

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

Professional or Structural Engineer should possess the qualifications identified below:

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

**Surveyor, PLS**

Surveyor, PLS should possess the qualifications identified below:

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

**Project Manager/Subject Matter Expert (as needed)**

Project management is the responsibility of a project manager. This person is responsible to maintain the progress, mutual interaction and [tasks](https://en.wikipedia.org/wiki/Task_(project_management)) of various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs. These positions must be approved by SPM and project justification must be provided.

A Project Manager should possess the qualifications identified below:

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

**Inspector/ Estimator**

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

An Inspector should possess the qualifications identified below:

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

**IT Service Desk Technician**

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

A Service Desk Technician should possess the qualifications identified below:

1. A four (4) year Bachelor’s degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Three (3) or more years of professional level technical experience that include the support and configuration desktop systems.

**IT Consultant**

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

An IT Consultant should possess the qualifications identified below:

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

**IT System Analyst**

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

An IT Consultant should possess the qualifications identified below:

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

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

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

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

**NOTE:** All personnel and their associated job classifications, including job classification title changes for existing personnel, must be approved by OCD prior to billing. If, during the course of the contract, the Contractor adds personnel to the contract team, the Contractor will submit each individual’s resume and proposed job classification to OCD for prior review and approval. Once approved by OCD, the individual will be added to the Contractor’s roster. Personnel must be associated with one of the job classifications provided above and rate shall not exceed contract rate(s).

***Background Check***

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

**Bureau of Criminal Identification and Information**

Baton Rouge, LA 70896-6614

225-925-6095

http://www.lsp.org/technical.html#criminal

<http://www.lsp.org/pdf/crAuthorizationForm.pdf>

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

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

***Drug Screening***

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

# PART 3: SCOPE OF WORK/SERVICES - BUILDING/CONSTRUCTION MANAGEMENT SERVICES

## 

## 3.1 Scope of Work

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

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

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

The Contractor is encouraged to take proactive steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, disadvantaged business enterprises, women’s business enterprises, and labor surplus area firms. The Contractor is also encouraged to hire/employ as many local residents/enterprises as is consistent with providing efficient effective services under the contract(s). This includes both Contractor and subcontractor personnel.

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

The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to the approval of the OCD State Program Manager and the Office of State Procurement (OSP).

## 3.2 Tasks and Services

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

**Building/Construction Management**

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

1. Provide quality and timely construction management services for disaster housing assistance, including inspection and work write-ups, interim progress inspections and payments, through to final inspection, close-out/certificate of occupancy.
2. Provide all necessary services and act as a consultant to the OCD; procure all necessary building permits; housing plans; elevation certificates; obtain all necessary materials and perform the Construction Activities (and/or employ the additional services of subcontractors); coordinate all related inspections; obtain occupancy permits; manage and control construction costs to not exceed the SOW; provide OCD any and all documentation necessary to demonstrate completion of work and address grant program requirements; etc.
3. Conduct pre-construction meeting with the homeowner to discuss work to be done, anticipated timelines, and to communicate homeowner rights and responsibilities.
4. Submit periodic estimates, on forms provided by the OCD, showing the value of the work performed during each period based upon the breakdown of the approved Xactimate estimate.
5. At the end of construction, the Contractor shall meet with the homeowner to evaluate work and determine corrective actions to be taken. All corrective action shall be completed within fourteen (14) business days.
6. Provide an official certificate of occupancy (or local jurisdiction equivalent) upon completion of all work to the homeowner and retain this certificate on file.
7. Provide one (1) year (from the date of final inspection complete) Contractor warranty to the homeowner on all Construction Activities (For reconstruction, the Louisiana New Home Warranty Act will apply.)
8. Understand and ensure all construction meets local and state building codes, ordinances and established/routinely enforced policies, conducting progress and final inspections and approval of payments accordingly. Contractor shall also comply and maintain appropriate documentation to ensure that all requirements of HUD and the CDBG program for repairs and new construction are met, including (but not limited to) those related to the use of recycled materials, mobile homes, minimum standards, mold remediation, lead-based paint, asbestos, floodplain management requirements, and those found in the HUD CPD Green Building Standards, including but not limited to Green Building Retrofit Checklist.
9. Coordinate with local/state building code enforcement officials, as necessary, to facilitate and ensure timely permitting, approvals, and inspections. The Contractor shall secure and pay for ALL permits, fees, elevation certificates, and licenses necessary for the proper execution and completion of the work.
10. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who has authority to act for the Contractor.
11. Report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery.
12. The Contractor shall at all times keep the work area, including storage and outdoor areas, free from accumulations of waste materials, and shall broom-clean the work site daily. After completing the work and before final inspection, the Contractor shall leave the work area in a clean, neat, and orderly condition; perform all specified tests; and, deliver the installation in complete and operating condition.
13. Develop, produce and maintain all required documentation required by HUD and OCD.
14. Serve as the SPM’s technical representative with respect to any architectural, engineering, and design matters related to the work performed under the contract.
15. For each home, prepare and submit to the homeowner a practicable schedule, not to exceed 120 calendar days (180 calendar days for reconstruction), showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form suitable to indicate appropriately the percentage of work scheduled for completion by any given date during the period.
16. For each Solution 1 home, the Contractor shall complete all work for the agreed upon SOW.

No adjustment in price will be made for differing or unknown site conditions, whether unforeseen or not, encountered during construction without the prior written approval of OCD.

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

1. Upon completion of the construction, document and obtain photos and other evidence (as defined by OCD) of completion of items approved in the project scope of work to obtain payment and demonstrate project completion.
2. Responsible for the timely coordination with homeowner for selection of finishes, fixture and cabinet styles and any other options available to the homeowner. The Contractor is precluded from alternative contract arrangements with the homeowner to upgrade fixtures, equipment, finishes, etc. beyond that allowable under the Restore Program.
3. Provide all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable local, state and federal codes and regulations as amended by any waivers.
4. In performing this contract, ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation; protect the lives, health, and safety of other persons; prevent damage to property, materials, supplies, and equipment; and, avoid work interruptions.
5. Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1925.
6. Provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against theft, damage by dampness and cold, to dry out the work, and to facilitate the completion of the work.
7. Preserve and protect all structures, equipment, utilities and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
8. Maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to OCD inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. The Contractor shall keep on the work site a copy of any drawings, specifications, permits, etc. and shall at all times give the SPM access thereto.
9. Prepare weekly progress reports for the OCD documenting project progress in accordance with the approved schedule and contract requirements.
10. Prior to final acceptance of the work, for each home, the Contractor shall schedule an inspection with the homeowner. Any deficiencies will be noted and initialed by all parties. The Contractor will determine the final punch list items; meet with the homeowner to provide a copy and explain the final list; and, allow no more than 14 days for the Contractor to complete those items of work. The responsibility for water, electricity, etc. remains with the Contractor until the punch list is complete (when required). The Contractor’s responsibility will terminate when all work has been completed, the final inspection made. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.
11. The Contractor shall warrant good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.
12. The Contractor shall warrant for a period one year from final acceptance that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
13. Submit, on forms provided by the OCD, periodic estimates showing the value of the work performed during each period based upon the breakdown of the approved Xactimate estimate.

**Interim Progress Inspections**

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

**Final Progress Inspections**

1. Conduct the final inspections on awarded homeowners’ properties to establish completion of the project, as defined by the approved scope of work, Program guidelines and certificate of occupancy. The final progress inspection will determine when and whether the Contractor(s) and/or homeowners are eligible for final payment on their homes.
2. Perform the QA/QC necessary to ensure the Initial Inspection is accurately and comprehensively performed in line with Program guidelines, limitations and specifications.
3. Assign staff and/or subcontractor to perform the appropriate final inspection.
4. Monitor and manage subcontractor activities for speed and accuracy and compliance with Program guidelines.
5. Maintain weekly communication with homeowners about scheduling and/or issues with the inspection activities being conducted at their properties.

## 3.3 Deliverables

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

OCD will designate a State Program Manager for this contract that will serve as the principal point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontract work.

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

## 3.4 Technical Requirements

Not applicable to this RFP.

## 3.5 Project Requirements

Contractor’s General Requirements **(**for **Solution 1- Turnkey (Full Service) -** Contractor will provide a “full service” construction support for homeowners who select that option. Once a grant award has been made and the homeowner has selected the **State Solution 1** option, the Contractor will commit to deliver the eligible repairs, elevations or reconstructions within the Scope of Work (SOW) which is developed as part of the scope of work found in Part 2 of this RFP. Any additional costs not otherwise approved by the SPM shall be the responsibility of the Contractor. The SOW calculation will be based on the Xactimate software cost estimating tool or a $108 price per square foot for reconstruction/new construction (BCM fee excluded & Elevation costs excluded; elevation costs can be found in the Homeowner Manual). Repairs may involve complete reconstruction, repair, and/or elevation of existing homes, and will involve bringing homes into full compliance with program guidelines, HUD requirements (Including Green Building standards), and state and local floodplain management requirements and building codes (where applicable).

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

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

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

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

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

The Contractor will report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery. The Contractor is prohibited from placing a lien on the homeowner’s property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

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

**Contractor’s Insurance/Bonding Requirements:** See Attachment II, Sample Contract for insurance/bonding requirements.

# PART 4: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

|  | **Maximum Score** |
| --- | --- |
| phase 1: technical approach |  |
| Approach and Methodology | 100 |
| Corporate Background, Financial Condition, and Relevant Experience | 100 |
| Staff Qualifications | 80 |
| *technical approach score* | ***280*** |
| phase 2: cost proposal | |
| Major Unit Costs (Attachment IIIA) | 5 |
| Labor Cost (Attachment IIIA) | 30 |
| Minor Unit Cost  (Attachment IIIA) | 10 |
| Building/Construction Fees  (Attachment III B) | 75 |
| *cost proposal score* | ***120*** |
| **TOTAL PROPOSAL SCORE** | **400** |

Proposer must receive a minimum score of 50% of the total available points in Phase 1, Technical Approach (Approach and Methodology, Corporate Background, Financial Condition, and Relevant Experience, and Proposed Staff Qualifications) to be considered responsive to the RFP.  Proposals not meeting the minimum score shall be rejected and not proceed to further Cost evaluation.

Approach and Methodology

* Demonstrated effectiveness of Proposer’s approach to performing the various tasks outlined in the Scope of Services for Program Management, Part 2, including, but not limited to, project management, reporting requirements, grant implementation, inventory management, project controls, quality assurance and risk management;
* Ability to address anticipated problem areas, and creativity and feasibility of resolutions to problems, and future integration of new procedures and technology;
* Degree to which the Proposer demonstrates the ability to efficiently and timely add qualified staff to the Program, availability of proposed project staff to provide the services within the Scope of Services for Program Management (Part 2 of this RFP) and training methodology to understand current practices and ongoing training needs to address changes in policy and procedures;
* Demonstrated understanding of the work, including, but not limited to the objectives of the Scope of Services for Program Management Services (Part 2 of this RFP) and Scope of Services for Building/Construction Management Services (Part 3 of this RFP) and specific tasks and planned execution of the Program;
* Quality, depth, and completeness of the Program work plan;
* Effectiveness of the proposed organization and staffing/unit price plan;
* Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
* Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations (HUD Section 3);
* Demonstrated capacity to immediately deploy sufficient qualified personnel to complete services required;
* Approach to adjusting staff size and organizational resources and processes to the tasks assigned, in the event that only a portion of the Program is assigned to a particular Proposer.

Corporate Background, Financial Condition, and Relevant Experience

* Evidence that the entity has the current capabilities and capacity along with ensuring performance for this Program;
* Demonstrated successful past firm experience that is similar to that necessary to perform the contract tasks identified in the scopes of services;
* Experience with providing Program Management and Building/Construction Management services requiring regulatory and specifically HUD CDBG and FEMA compliance at a federal, state and/or local level;
* Demonstrated successful experience in executing multiple engagements involving rapidly starting up implementation of business or governmental activities with annual expenditures in excess of $100 million;
* Demonstrated specific, relevant experience in working with units of government in implementing housing programs; and
* Demonstrated financial capacity to carry out the Program.

Staff Qualifications (includes staff of the Proposer and proposed subcontractors)

* Current and relevant knowledge, quality and depth of experience of the proposed project staff through completed and ongoing efforts similar in nature to this effort;
* Current and relevant knowledge, quality and depth of experience of the Contractor’s Program Director and how such Program Director will supervise and coordinate the staff and subcontractors;
* Demonstrated knowledge of CDBG housing program regulations, waivers and alternative requirements and applicable CPD memos;
* Demonstrated knowledge, quality and depth of experience of the Contractor’s Program Director of operational processes, procedures and implementation efficiencies;
* Demonstrated knowledge of current Restore Program Guidelines;
* Demonstrated specific, relevant experience of the proposed project staff in working with units of government in implementing housing programs; and
* Demonstrated knowledge and technical understanding of Program systems, including Xactimate and XactAnalysis. Demonstrated knowledge of vendor arrangement with XactAnalysis, set-up of all work templates, scheduling and assigning within XactAnalysis along with reporting out of XactAnalysis.

## 4.1 Cost Evaluation

Cost proposals for all Proposers will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Proposer on the Cost Proposal Template, Attachment III A, plus pricing submitted by Proposer on Cost Proposal Template Attachment III B. See below for explanation.

Each component of the Cost Proposal (“cost component”, i.e. hourly rates, fee per construction cost tier and unit based services) will be scored separately using the following methodology:

1. The Lowest cost Proposal will receive 100% of the available points for the cost component
2. Remaining Proposals will receive points based on application of the following formula:

Points per Component = (Cost of Lowest Cost Proposal for the cost component / Cost of Proposal Being Evaluated for the cost component) x points for that cost component

**(A/B) \* C = D where A is the lowest proposed cost element, B is the cost element being graded, C is the maximum cost points assigned to that cost element and D is the number of cost points awarded to that cost element.**

Scores for the three components (unit costs, hourly rates, construction fees) will be added together to determine the total Cost Proposal Score.

If any part of the Cost Proposal Templates, Attachments III A or III B is:

* Left blank;
* A price of $0 - $50 is proposed for any hourly rate or unit cost;
* Multiple prices are proposed for any hourly rate or unit cost; or
* Any changes are made to wording in the Cost Templates,

**THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

In addition, for any job titles in a series, i.e. entry-level, mid-level, and senior-level, the associated hourly rates must be appropriately proportionate to each other, and there must be a minimum of 10% difference between the rates proposed in the different levels. For example, the hourly rate for entry-level must be at least 10% less than the hourly rate for mid-level which must be at least 10% less than the hourly rate for senior-level. **ANY PROPOSAL WITH HOURLY RATES NOT MEETING THIS CRITERIA WILL ALSO BE CONSIDERED NON-RESPONSIVE**.

# PART 5: PERFORMANCE STANDARDS

## 5.1 Performance Requirements

See the Scope of Services, Parts 2 and 3

## 5.2 Performance Measurement/Evaluation/Monitoring Plan

### 5.2.1 Performance Measures/Evaluation:

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

### 5.2.2 Monitoring Plan:

The monitoring plan is as follows:

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

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), applicable Federal Register Notice (s), Action Plan and Amendments related to the Flood 2016, and Restore Homeowner Program Policy Manual, all attachments to this RFP.

**OFFICIAL CONTACT**. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

|  |  |  |
| --- | --- | --- |
| A. | Official Contact Name: |  |
| B. | E-mail Address: |  |
| C. | Facsimile Number with area code: | ( ) |
| D. | US Mail Address: |  |

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this Proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. Proposer accepts the procedures, evaluation criteria, mandatory Contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer’s quote is valid for at least *180 calendar* days from the date of the proposal submission deadline specified in the RFP.
5. Proposer understands that if selected as the successful Proposer, he/she will have *15 business days* from the date of delivery of final Contract in which to complete Contract negotiations, if any, and execute the final Contract document.
6. Proposer certifies, by signing and submitting a Proposal for $25,000 or more, that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR 200. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.sam.gov](http://www.sam.gov).)
7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this RFP, OR a list of such litigation/ proceedings is attached to this Certification.
8. In the last ten (10) years, the Proposer has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, or if such proceedings exist, an explanation providing relevant details is attached.
9. There are no pending Securities Exchange Commission investigations involving the Proposer, or, if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer’s performance in a Contract under this RFP is attached.
10. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it 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. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
11. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
12. There is no open or pending litigation initiated by Proposer or where Proposer is a defendant in a customer matter**,** or if such proceedings exist, an explanation providing relevant details is attached.
13. As of the time of submitting the proposal, Proposer holds a Residential Contractor’s license and Commercial license with a Building Construction classification issued by the Louisiana State Licensing Board for Contractors.
14. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signature of Proposer or Authorized Representative | |  | | | | |
| Typed or Printed Name: | |  | | | | |
| Date: | |  | | | | |
| Title: | |  | | | | |
| Company Name: | |  | | | | |
| Address: |  | | | | | |
| City: |  | | State: |  | Zip: |  |

ATTACHMENT II: SAMPLE CONTRACT

The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as “OCD” or the "State", and [*CONTRACTOR’S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

* + - * 1. **GENERAL AND ADMINISTRATIVE INFORMATION**

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

**SCOPE OF SERVICES**

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

Attachment I – Scope of Services for Program Management Services (see Part 2, Scope of Services – Program Management Services of the RFP for form and content)

Attachment II –Scope of Services for Building/Construction Management Services (see Part 3, Scope of Services – Building/Construction Management Services of the RFP for form and content)

Attachment III – Rate Schedule (see Cost Proposal Template Attachments III A and B of the RFP for form and content)

NOTE: The Contractor may not be the exclusive provider of any of the tasks in Attachments I, II and III.  The Contractor may provide either Program Management or Building/Construction Management Services, a combination of the tasks or specific tasks within the Program Management and/or Building/Construction Management Services, as assigned by task order from the State Program Manager (SPM).  There is no guarantee of any quantity of work and the Contractor may only be assigned services for a portion of the Program applicants.

GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

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

PERFORMANCE MEASURES

The performance of this Contract will be measured by the State Program Manager (SPM) for, who are 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.

**MONITORING PLAN**

The State Program Manager*,* or designees, will monitor the services provided by the Contractorand 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.

**CONTRACTOR TASKS AND RESPONSIBILITIES**

See Attachments I and II: Scope of Services. (See RFP Parts 2 and3 , Scope of Work)

**DELIVERABLES**

See Attachments I and II: Scope of Services. (See RFP Parts 2 and 3, Scope of Work)

**SUBSTITUTION OF KEY PERSONNEL**

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

* + - * 1. **BACKGROUND CHECKS**

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

**Bureau of Criminal Identification and Information**

Baton Rouge, LA 70896-6614

225-925-6095

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

<http://www.lsp.org/pdf/crAuthorizationForm.pdf>

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

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

**Drug Screening**

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

* + - * 1. **ADMINISTRATIVE REQUIREMENTS**

**TERM OF CONTRACT**

The term of any contract resulting from this RFP shall begin on or about April 8, 2019 and is anticipated to end on April 7, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. Notwithstanding the foregoing, in no event, shall this Agreement be valid until it has been approved in writing by the Attorney General in accordance with La. R.S. 39:1565, for legal services only, and the Office of State Procurement in accordance with La. R.S. R.S. 39:1595.1.

**STATE FURNISHED RESOURCES**

eGrants version 4.1 shall be provided as the Grant Management System (the system of record and the program application used for processing applicants during the application process) and hosted by the State. If applicable, the Contractor shall provide design documentation and requirements to the State for any customization required for the eGrants system to perform the services of this Contract. Upon State’s approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

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

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

The State has located Housing Assistance Centers (HAC) in areas most impacted by flood damages, including, but not limited to East Baton Rouge, Ouachita and Tangipahoa parishes. All or some of these facilities may be operational during the services of this Contract. For facilities, including, but not limited to HAC’s, provided by the State, the Contractor will be required to provide adequate desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, PC/desktop support, and LAN support for all staff at the location. Accordingly, the Contractor is expected to make full use of all available equipment prior to requesting additional equipment. Requests for additional equipment and supplies require Contractor’s justification and State approval. Contractor will be responsible for providing its own office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.) at its own cost.

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor’s responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor’s performance under this Contract.

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

**LICENSES AND PERMITS**

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

**3.4 SECURITY**

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

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

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

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

**3.5 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor’s federal tax identification number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_, DUNS number \_\_\_\_\_\_\_\_\_\_\_\_\_, and State tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

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

***3.6.1 Confidential Information Of Applicants***

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

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

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

***3.6.2 State’s Procedural Requirements***

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Restore Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor’s own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3.6 and the Subsections thereof. The obligations under Section 3.6 are in addition to, and not in place of, the items outlined under Attachments I and II, Scope of Services.

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

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide 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 us or disclosure, whether intentional or otherwise, of Confidential Information.

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

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

***3.6.4 Third Party Requests For Release Of Information***

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

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

***3.6.5 Subcontract Agreements***

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

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

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

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

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

In accordance with Sections 29 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

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

**4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

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

**4.1 PAYMENT TERMS**

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

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

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

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

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

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor category, hours worked, function, bill rate, description of the work provided, timesheets and such other information as determined by the SPM. All billings for legal services rendered shall be submitted in compliance with LSA - R.S. 39:1618, shall not contain any billing for tort litigation, be approved by the Division of Administration and shall be in accordance with PPM 50.

This hourly rate shall be fully burdened and include all travel and Program expenses.

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

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

Payment for services performed on a unit or fee price basis will be made on the basis of invoices submitted to the State documenting either 1) the number of unit price tasks performed, the number of homes for which certificates of occupancy have been issued multiplied by the applicable unit price per task, or 2) the authorized cost of construction for each SOW being billed and the associated fee per Attachment III. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized bill rate, the applicant for which the services were provided, date provided, etc.

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

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

***4.1.3 Payment for Other Direct Costs***

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

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

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

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

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

1. Completion and final acceptance of all work on the home; and

2. Delivery of all Program required documentation; and

3. Presentation of release of all claims against the OCD arising from the work on the home.

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

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

**4.2 RETAINAGE**

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

**4.3 OTHER DIRECT EXPENSES**

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

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

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

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

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

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

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

**4.4 NO GUARANTEE OF QUANTITIES**

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

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

**4.5 DELIVERABLES/PENALTIES**

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

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

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

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

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

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

**5 TERMINATION**

**5.1 TERMINATION FOR CAUSE**

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

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

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

**5.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. With respect to legal services only, the State shall have the right to cancel those services for any reason by giving the legal firm written notice sent by certified mail to the legal firm’s address. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**6 INDEMNIFICATION AND LIMITATION OF LIABILITY**

**6.1 GENERAL INDEMNITY LANGUAGE**

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

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

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

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

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

**6.2 WARRANTIES**

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

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

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

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

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

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

**7 CONTRACT CONTROVERSIES**

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

**8 FUND USE**

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

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

**9 ASSIGNMENT**

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

**10 RIGHT TO AUDIT**

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD’s federal grant providing the funds for the Contract.  Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor’s activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor’s outstanding invoices, if any.

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

**11 CONTRACT MODIFICATION**

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

**12 SUBCONTRACTORS**

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

(Insert list of subcontractors)

Subcontracts shall not include language which restricts the Contractor’s obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

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

**13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

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

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

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

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

**15 GENERAL COMPLIANCE**

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

**16 FINANCIAL MANAGEMENT**

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

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

**17 DOCUMENTATION AND RECORD KEEPING**

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

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

**18 PROHIBITED ACTIVITY**

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

**18.1 HATCH ACT**

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

**19 CONFLICT OF INTEREST**

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

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

With respect to legal services provided under this Contract, the attorney(s) and law firm providing such services shall deem the State to be within the scope of that professional relationship such that the State can rely upon the opinions and work product of the subcontractor as if the State were the direct contracting party and conflicts determinations of the subcontractor shall treat the State as if it were the client of the subcontractor.  With respect to conflicts of interest governed by the Louisiana Rules of Professional Conduct, requests by the attorney(s) or law firm for written waivers of conflict of interest shall be directed to OCD. Execution of this Agreement shall not constitute a waiver to any existing or future conflicts of interest, actual or perceived, under the Louisiana Rules of Professional Conduct, unless previously executed by OCD. If requested by OCD, the firm shall report exclusively to OCD.

**20 LABOR STANDARDS**

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

**21 ENVIRONMENTAL CONDITIONS**

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

**22 HISTORIC PRESERVATION**

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

**23 UNIFORM RELOCATION ACT**

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

**24 CLOSE-OUTS**

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

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

**25 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI.

This rating requirement shall be waived for Worker’s Compensation coverage only.

**Contractor's Insurance:**

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

**Minimum Scope and Limits of Insurance**

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

**Commercial General Liability Insurance:** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $5,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of $2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non‑owned automobiles.

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

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

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

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

**Crime Insurance, which incorporate fidelity bond insurance:** Contractor or any subcontractor involved in the handling of State, HUD, and FEMA funds shall be required to maintain Commercial Crime Insurance in the amount of not less than $5,000,000. Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance.

**Deductibles and Self‑Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this contract, the Contractor may carry deductibles in the amount for $250,000 or less.

**25.1 OTHER INSURANCE PROVISIONS**

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

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

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

1. **Workers' Compensation and Employers Liability Coverage –** To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.
2. **All Coverages –** All policies must be endorsed to require 30 days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD’s acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

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

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

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

The Certificate Holder shall be listed as follows:

State of Louisiana

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

617 N. Third Street, 6th Floor

Restore Louisiana (Restore) Program Selected Services

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

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

1. **Subcontractors -** Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor’s Certificates at any time.

**26 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING**

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

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

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

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

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

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

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**27 APPLICABLE LAW**

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

**28 DRUG-FREE WORKPLACE REQUIREMENT**

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

**29 OWNERSHIP OF DOCUMENTS**

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

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

**30 DELAY OR OMISSION**

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

**31 ELIGIBILITY STATUS**

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

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

**32 LEGAL AUTHORITY**

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

**33 ENERGY EFFICIENCY**

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

**34 COVENANT AGAINST CONTINGENT FEES**

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

**35 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

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

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

**36 SEVERABILITY**

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

**37 ENTIRE AGREEMENT CLAUSE**

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

**38 ORDER OF PRECEDENCE**

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

**39 NOTICES**

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

|  |  |
| --- | --- |
| To OCD:  Executive Director  Division of Administration  Office of Community Development  Disaster Recovery Unit  P.O. Box 94095  Baton Rouge, LA 70804 | To Contractor: |
|  |
|  |
|  |
|  |

**40 NO THIRD PARTY BENEFICIARIES**

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

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

**41 PUBLIC COMMUNICATIONS**

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

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

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

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

**42 SAFETY**

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

**43 COPYRIGHT**

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

**44 PROVISION REQUIRED BY LAW DEEMED INSERTED**

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

**45 NO AUTHORSHIP PRESUMPTIONS**

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

**46 ADVERTISING**

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

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

**47 WAIVER OF NON-COMPETITION ENFORCEMENT**

Contractor agrees to waive enforcement of each and every contract provision it may have restraining 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 INDEPENDENT ASSURANCES**

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

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

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

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

**49 COMMISSIONER’S STATEMENTS**

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

**50 CONTRACTOR’S COOPERATION**

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

**51 E-VERIFY**

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

**52 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

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

Balance of this Contract left blank intentionally.

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OFFICE OF COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Desireé Honoré Thomas

Title: Assistant Commissioner

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DIVISION OF ADMINISTRATION**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTORSAMPLE SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES\***

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

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Task** | **Deliverable** | **Measurement** | **Penalty Payment** |
| 1.. | Complete individual Solution 1 repairs in 120 calendar days (vacated property) | Contractor will complete repairs for homes under Solution 1, where homeowner certifies they have vacated the property, in 120 calendar days from grant agreement execution date. | Days from grant agreement execution date and property vacated until completion and acceptance of Solution 1 repair. | Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of repair |
| 2. | Complete individual Solution 1 reconstruction, with or without elevation, in 180 calendar days | Contractor will complete reconstruction for homes under Solution 1 in 180 calendar days from the grant agreement execution date. | Days from grant agreement execution date and completion and acceptance of Solution 1 reconstruction. | Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of reconstruction |
| 3. | Complete individual Solution 1 repairs in 150 calendar days (property not yet vacated) | Contractor will complete repairs for homes under Solution 1, where homeowner has not yet vacated the property, in 150 calendar days from the grant agreement execution date. | Days from grant agreement execution date until completion and acceptance of Solution 1 repair. | Contractor will provide a Penalty Payment of $200 per day for each day until completion and acceptance of repair/reconstruction |
| 4. | Time to completion of Closing | Contractor will complete Closings following grant acceptance within 14 days for homeowners that can fund or do not require escrow | Number of days from grant acceptance by homeowner to completion of Closing | Contractor will provide a Penalty Payment of $100 for each additional day until Closing is complete, unless the delay is attributable to the State or homeowner. |
| 5. | Response to homeowner appeals, concerns, and hardship requests | Contractor will respond to appeals, homeowner lodged concerns and hardship requests within 10 days of receipt in writing from the Program. | Number of days to respond from initial date of receipt of appeal, concern or hardship request to upload of response letter to homeowner in eGrants | Contractor will provide a Penalty Payment of $100 per day for each instance over 10 days, unless the delay is attributable to the State. |
| 6. | Resolution of homeowner appeals | Contractor will resolve each homeowner appeal within 30 days of receipt | Number of days to respond from initial date of receipt of appeal to upload of appeal resolution letter to homeowner in eGrants (denied or upheld) | Contractor will provide a Penalty Payment of $500 per day for each instance over 30 days, unless the delay is attributable to the State. |
| 7. | Public Records Request | All information responsive to a public information request shall be provided to OCD within three (3) calendar days of request receipt, unless an exception to the date required is noted in the request. | Days between requested date and date provided to OCD. | Contractor will pay a Penalty Payment of $500 a day. |
| 8. | Reconciliation of disbursement | Reconciliation of disbursed amounts between eGrants and the state general accounting system shall be conducted on a monthly basis | Number of weeks between the reconciliation report date and the due date for the monthly reconciliation report. | Contractor will provide a Penalty Payment of $1000 per week between the due date for the reconciliation report and the date of the report |
| 9. | Files transferred to Second QC Award Review, as per eGrants workflow at the time of RFP release. The Second QC Award Review is when the Contractor has transferred the file for review by the state or its designee for award notification to the homeowner. Penalty applies regardless of when the error is discovered. | Files transferred for review will contain no errors. | For each file that has been transferred for review that contains an error for which the file must be rejected and not billed for corrective action required. | Contractor will provide a Penalty Payment of $500 per file that has been transferred for review and contains an error for which the file must be rejected. |
| 10. | Staffing Key Management and key Core Service Positions on-site by due date | Required personnel on-site within one week of Contract execution by all parties, to include cross program functions for the call center, applicant intake/eligibility, inspections, environmental reviews | State Program Manager Verification | Contractor will provide a Penalty Payment of $1,000 for every day beyond one week of Contract execution by all parties that a required individual has not reported to the Program location, unless the delay is attributable to the State (based on requirement for State to approve all KP) |
| 11. | Overall Project Plan | Approved and accepted Project Plan within one week of Contract execution by all parties, to include cross program functions for the call center, case management, outreach, inspections, ERR and AFWA. The plan should include timelines with specific dates for completion of major functions of the contract and monthly accomplishments of program functions. | Date of State Program Manager Acceptance | Contractor will provide a Penalty Payment of $1,000 per week the plan remains unapproved beyond the due date, unless the delay is attributable to the State. |
| 12. | Quarterly Staff Utilization Plan | Approved and accepted Quarterly Staff Utilization Plan. The report following the Initial Staffing plan is to be presented by  (date to be determined). Each quarterly plan must thereafter be submitted for OCD approval, 2 weeks after to the beginning of the quarter, for OCD approval. | Date of State Program Manager Acceptance | Contractor will provide a Penalty Payment of $1000 per week beyond the due date for each quarterly plan. |
| 13. | Proof of Professional Liability Insurance | Approved and accepted proof of professional liability insurance | Date of presentation to State Program Manager. | Contractor will provide a Penalty Payment of $500 per day presented beyond (date to be determined) and per day beyond any subsequent policy termination or cancellation dates. |
| 14. | Fidelity Bond | Fidelity Bond acceptable to State Program Manager for Contractor and affected subcontractors due 7 business days after Contract execution by all parties. Upon any termination or cancellation of bond, proof of replacement must be provided within 7 business days. | Fidelity Bond obtained | Contractor will provide a Penalty Payment of $500 per day beyond the due date and per day beyond 7 business days after any subsequent bond termination or cancellation dates. |
| 15. | Quality Assurance/Quality Control Plan | Approved and accepted Quality Control Plan presented within one week of Contract execution by all parties, to include QC methodologies and schedule | Date of State Program Manager Acceptance | Contractor will provide a Penalty Payment of $5000 per week the plan remains unapproved beyond the due date, unless the delay is attributable to the State. |
| 16. | Performance Bond | Performance Bond for Contractor as defined in this contract and acceptable to State delivered within 7 business days of contract execution by all parties.  Upon any termination or cancellation of bond, proof of replacement must be provided within 7 business days. | Performance Bond obtained | Contractor will provide a Penalty Payment of $1000 per day beyond 7 business days of contract execution by all parties and per day beyond 7 business days after any subsequent bond termination or cancellation dates. |
| 17. | Subcontractor Monitoring Plan | Approved and accepted Subcontractor Monitoring Plan within sixty calendar days of Contract execution by all parties. | Date of State Program Manager Approval of Subcontractor Monitoring Plan | If the State Program Manager does not approve the plan within the specified 60-day period, Contractor will have 30 days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 30 days, Contractor will provide a penalty Payment of $1000 per week beyond the 30 day cure period. |
| 18. | Anti-Fraud Waste & Abuse (AFWA) Plan | Approved and accepted AFWA Plan presented by (date to be determined). | Date of State Program Manager Acceptance | If the State Program Manager does not approve the plan by (date to be determined), Contractor will have 30 days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 30 days, Contractor will provide a penalty Payment of $1,000 per week beyond the 30 day cure period. |
| 19. | Section 3 Hiring Plan | Approved and accepted Section 3 Plan within 7 business days of contract execution | Date of State Program Manager Acceptance | If the State Program Manager rejects the plan on or before 8 business days after submission, Contractor will have 15 days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 15 days, Contractor will provide a penalty Payment of $1,000 per week beyond the 15 day cure period. |
| 20. | Section 3 Plan Compliance | Ongoing Section 3 Plan Compliance | Approval and acceptance of Section 3 Activities reflected in quarterly reporting per approved Section 3 Plan reporting requirements. | If the State Program Manager rejects the report on or before 8 business days after submission Contractor will have 15 days to demonstrate past compliance, absent which Contractor will provide a Penalty Payment of $1000.00. Repeated successive quarterly rejections of Section 3 compliance report will result in escalated Penalty Payment of $10,000 per quarter. |
| 21. | House plans and specs for reconstructions provided to OCD for review and approval | Contractor will provide house plans for reconstructions to OCD within thirty (30) calendar days of contract execution. | State Program Manager Acceptance | Contractor will provide a Penalty Payment of $1,000 per day the house plans and specs remain unapproved beyond the due date, unless the delay is attributable to the State. |

ATTACHMENT III A: COST PROPOSAL TEMPLATE – PROGRAM MANAGEMENT (MAJOR UNIT COSTS, HOURLY RATE LABOR COSTS AND MINOR UNIT COSTS)

**Instructions:** The Proposer shall fill out Attachments IIIA and IIIB, Cost Proposal Template in its entirety and shall include it in the cost proposal. All cost information should be reflective of the Proposer’s approach and methodology. All labor categories, fees per home finished, unit price services with their respective fees or prices, and other direct costs are subject to written approval by the State. If any part of the Cost Proposal Templates, Attachments III A or III B is:

* Left blank;
* A price of $0 - $50 is proposed for any hourly rate or unit cost;
* Multiple prices are proposed for any hourly rate or unit cost; or
* Any changes are made to wording in the Cost Templates,

**THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.**

In addition, for any job titles in a series, i.e. entry-level, mid-level, and senior-level, the associated hourly rates must be appropriately proportionate to each other, and there must be a minimum of 10% difference between the rates proposed in the different levels. For example, the hourly rate for entry-level must be at least 10% less than the hourly rate for mid-level which must be at least 10% less than the hourly rate for senior-level. **ANY PROPOSAL WITH HOURLY RATES NOT MEETING THIS CRITERIA WILL ALSO BE CONSIDERED NON-RESPONSIVE**.

**MAJOR UNIT COSTS (5 points)**

|  |  |  |
| --- | --- | --- |
| **Description-Major UNIT Prices** | **Cost Per Unit** | **Grading Points** |
| 1A. Home Inspection rehabilitation and reimbursement |  | 1 |
| 1B. Home Inspection rehabilitation or reimbursement |  | 1 |
| 1C. Home Inspection interim progress inspection |  | 1 |
| 1D. Home Inspection final inspection |  | 2 |

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

|  |
| --- |
| **Limited Legal Services** |
| Senior Partner (25+ years) |
| Partner (10-24 years) |
| Sr. Associate (5-9 years) |
| Associate (under 5 years) |
| Paralegal |
| Assistant Paralegal |
| **Program Operations** |
| Program Director |
| Senior Manager |
| Manager |
| Case Manager 3 |
| Case Manager 2 |
| Case Manager 1 |
| Professional/Structural Engineer |
| Surveyor |
| Project Manager/Subject Matter Expert |
| Inspector/Estimator |
| IT Service Desk Technician |
| IT Consultant |
| IT System Analyst |
| Clerical/Admin. Assistant |

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

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

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

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

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

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

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

1D. HOME INSPECTION FINAL INSPECTION**:**

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

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

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

**Labor Costs (30 Points)**

List the Hourly Rate for each classification, this rate shall be fully burdened and include all travel and project expenses with the exception noted below\*. Weighting factors are for scoring purposes only.

**NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST. NO LABOR RATE CAN BE BILLED FOR SERVICES LISTED IN ANY UNIT COST WITHOUT THE PRIOR WRITTEN APPROVAL OF OCD. COST PROPOSALS SHOULD BE BASED ON THE POTENTIAL THAT OCD WILL ONLY ASSIGN CERTAIN TASKS OF THE PROGRAM, AND A SELECTED PROPOSER MAY NOT BE THE EXCLUSIVE PROVIDER OF THAT SERVICE.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Labor Category** | ***Proposer's Hourly Rate*** | ***Weight*** | **Weighted Cost\*\*** |
| **Limited Legal Services** |  |  |  |
| Senior Partner (25+ years) |  | **0.25** | XXXXXXXX |
| Partner (10-24 years) |  | **0.25** | XXXXXXXX |
| Sr. Associate (5-9 years) |  | **0.25** | XXXXXXXX |
| Associate (under 5 years) |  | **0.25** | XXXXXXXX |
| Paralegal |  | **0.25** | XXXXXXXX |
| Assistant Paralegal |  | **0.25** | XXXXXXXX |
|  | | | |
| Senior Partner (25+ years) |  | **0.25** | XXXXXXXX |
| Partner (10-24 years) |  | **0.25** | XXXXXXXX |
| Sr. Associate (5-9 years) |  | **0.25** | XXXXXXXX |
| Associate (under 5 years) |  | **0.25** | XXXXXXXX |
| Paralegal |  | **0.25** | XXXXXXXX |
| Assistant Paralegal |  | **0.25** | XXXXXXXX |
| **Program Operations** |  |  |  |
| Program Director |  | **1.0** | XXXXXXXX |
| Senior Manager |  | **2.0** | XXXXXXXX |
| Manager |  | **8.0** | XXXXXXXX |
| Case Manager 3 |  | **20.0** | XXXXXXXX |
| Case Manager 2 |  | **20.0** | XXXXXXXX |
| Case Manager 1 |  | **5.0** | XXXXXXXX |
| Professional/Structural Engineer |  | **1.0** | XXXXXXXX |
| Surveyor |  | **1.0** |  |
| Project Manager/Subject Matter Expert |  | **10.0** | XXXXXXXX |
| Inspector/Estimator |  | **10.0** | XXXXXXXX |
| IT Service Desk Technician |  | **0.5** | XXXXXXXX |
| IT Consultant |  | **1.5** | XXXXXXXX |
| IT System Analyst |  | **0.5** | XXXXXXXX |
| Clerical/Admin. Assistant |  | **0.5** | XXXXXXXX |
| **TOTAL LABOR COST** |  |  | XXXXXXXX |

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

\*\* To be filled in by OCD

**Minor Unit-Based Services Costs (10 Points)**

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

|  |  |
| --- | --- |
| **Description** | **Cost Per Unit\*** |
| 1. Tier II Site Specific Review |  |
| 1. Environmental Task-Certification of Categorically Excluded, (Subject To 24 CFR Part 58.5) |  |
| 1. Environmental Task-Environmental Assessment |  |
| 1. Lead Based Paint Inspection, Test and Report |  |
| 1. Appraisal - Type 1004 |  |
| 1. Title - Abbreviated Grant Search Solution 1-3 |  |
| 1. Title - Full - Sale –Solution 4 Buyout/Acquisition |  |
| 1. Closing - Solution 1, 2 & 3\*\* |  |
| 1. Closing - Solution 4 |  |
| **Limited Legal Services Unit-Based Services Description** |  |
| 1. Cancellation Affidavit |  |
| 1. In-State Power of Attorney Preparation and Execution for up to 4 people |  |
| 1. Out-of-State Power of Attorney Preparation and Execution for up to 4 people |  |
| 1. Affidavit of Distinction | |
| 1. Succession Proceedings (no administration), four heirs or less |  |
| 1. Succession Proceedings (no administration), each additional heir above 4 heirs |  |
| 1. Release of notice of seizure, preparation and filing |  |
| 1. Affidavit of death domicile and heirship preparation and execution |  |
| 1. Tutorship Proceeding |  |
| 1. Tutorship Modification Order (ex parte) |  |
| 1. Notarial Acts of Correction |  |
| 1. Party Acts of Correction |  |
| 1. Redemption of Tax Sales |  |
| 1. Act of Donation, 2 Donors, 2 Donees |  |
| 1. Renunciation of Succession |  |
| 1. Release of Minor’s Mortgage by Affidavit, up to two names |  |
| 1. Interdiction Proceedings |  |
| **TOTAL UNIT COST** |  |

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

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

|  |  |
| --- | --- |
| **TOTAL COST (TO BE FILLED OUT BY OCD)** | |
| Total Major UNIT COSTS (5 Points) |  |
| Total Labor Cost (30 Points) |  |
| Total Minor Unit Costs (10 Points) |  |
| **TOTAL COST** |  |

**DEFINITIONS OF minor unit costs**

**Tier II Site Specific Review**

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

**ENVIRONMENTAL TASK-“CERTIFICATION Of CATEGORICALLY EXCLUDED, (SUBJECT TO 24 CFR part 58.5)”**

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

**ENVIRONMENTAL TASK –“ENVIRONMENTAL ASSESSMENT”**

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

**Lead BaseD Paint INSPECTION, Test AND REPORT**

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

**CURRENT FAIR MARKET VALUE DATA**

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

**TITLE WORK**

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

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

**CLOSING**

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

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

ATTACHMENT III B: COST PROPOSAL TEMPLATE – BUILDING/CONSTRUCTION MANAGEMENT

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

1. Repair estimates will be prepared using Xactimate cost estimating software pricing as of March, 2017 as provided regionally by Xactimate.  Only a limited number of repair activities/quality of materials will be considered allowable under the Restore Program. These repair activities/quality of materials will be defined by OCD and incorporated into the allowable line items available in Xactimate for these BCM services. This listing shall be subject to modification on an as-needed basis.  An initial listing of items currently under consideration as being allowable is included in the Attachment VI, Restore Xactimate Sample Price List.
2. Repair estimates will use Xactimate regional pricing tied to the home’s physical address zip code.
3. Repairs will be limited to the approved scope of work authorized by the OCD. No substitutions or upgrades will be allowed. Contractor will be responsible for installing at its expense any inadvertently missed (additional) scope of work items unintentionally omitted by the Contractor when the repair estimate was prepared. However OCD will evaluate and consider requests based on unusual and unforeseen circumstances. Additional work that is approved by OCD, if any, will be priced utilizing the original data for the home’s SOW. No other cost adjustments will be considered.

|  |  |  |
| --- | --- | --- |
| **Building/Construction Management**  **SOW cost** | ***$ FEE per home\**** | ***grading points*** |
| Fee for Scope of Work from $100 to $5000 |  | 5 |
| Fee for Scope of Work from $5,000.01 to $10,000 |  | 10 |
| Fee for Scope of Work from $10,000.01 to $15,000 |  | 10 |
| Fee for Scope of Work from $15,000.01 to $30,000 |  | 15 |
| Fee for Scope of Work from $30,000.01 to $60,000 |  | 10 |
| Fee for Scope of Work from $60,000.01 to $75,000 |  | 10 |
| Fee for Scope of Work from $75,000.01 to $100,000 |  | 5 |
| Fee for Scope of Work from $100,000.01 to $200,000 |  | 5 |
| Fee for Scope of Work from $200,000.01 to $300,000 |  | 5 |
| ***cost proposal score*** |  | ***75*** |

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

\* Only ONE fee per line will be accepted.

ATTACHMENT IV: STAFFING/UNIT PLAN TEMPLATE

For each labor category, provide the estimated Full Time Equivalent (FTE) for the Program for the first 12 months. When determining staffing levels, the Contractor must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Key personnel and operational staff are expected to be available to OCD Monday-Friday 8am-5pm, excluding State holidays. All employees who work greater than six hours in a day are required to take a minimum 30 minute lunch break, which will not be compensated by OCD. The proposals should be based on this requirement. All personnel are required to certify their time and allocate their time to specific activities, consistent with the billing template approved by OCD. These time sheets must also include supervisory approval. Any hours in excess of 40 hours per week, 10 hours a day or hours worked on weekends require prior approval by the State and/or State Program Manager (SPM) and proof of payment to the personnel who work the excess hours. Also for each Major Unit Cost and certain Minor Unit Costs estimate the number to be performed each month, using the definitions in Attachment IIIA, Cost Proposal Template, Program Management (Major Unit Costs, Hourly Rate Labor Costs and Minor Unit Costs). See Proposed Program Schedule and Budget section in Section 1.9.5 Approach and Methodology for further details.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Program Operations and Administration \*** | **Month 1** | **Month 2** | **Month 3** | **Month 4** | **Month 5** | **Month 6** | **Month 7** | **Month 8** | **Month 9** | **Month 10** | **Month 11** | **Month 12** |
| Program Director |  |  |  |  |  |  |  |  |  |  |  |  |
| Project Manager |  |  |  |  |  |  |  |  |  |  |  |  |
| Sr. Manager |  |  |  |  |  |  |  |  |  |  |  |  |
| Manager |  |  |  |  |  |  |  |  |  |  |  |  |
| Case Manager 3 |  |  |  |  |  |  |  |  |  |  |  |  |
| Case Manager 2 |  |  |  |  |  |  |  |  |  |  |  |  |
| Case Manager 1 |  |  |  |  |  |  |  |  |  |  |  |  |
| Inspector/Estimator |  |  |  |  |  |  |  |  |  |  |  |  |
| Professional/Structural Engineer |  |  |  |  |  |  |  |  |  |  |  |  |
| **Limited Legal Services** | | | | | | | | | | | | |
| Senior Partner (25+ years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Partner (10-24 years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Sr. Associate (5-9 years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Associate (under 5 years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Paralegal |  |  |  |  |  |  |  |  |  |  |  |  |
| Assistant Paralegal |  |  |  |  |  |  |  |  |  |  |  |  |
| **Legal Services** | | | | |  |  |  |  |  |  |  |  |
| Senior Partner (25+ years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Partner (10-24 years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Sr. Associate (5-9 years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Associate (under 5 years) |  |  |  |  |  |  |  |  |  |  |  |  |
| Paralegal |  |  |  |  |  |  |  |  |  |  |  |  |
| Assistant Paralegal |  |  |  |  |  |  |  |  |  |  |  |  |
| IT Service Desk Technician |  |  |  |  |  |  |  |  |  |  |  |  |
| IT Consultant |  |  |  |  |  |  |  |  |  |  |  |  |
| IT System Analyst |  |  |  |  |  |  |  |  |  |  |  |  |
| Clerical/Admin. Assistant |  |  |  |  |  |  |  |  |  |  |  |  |
| **TOTAL FTE COUNT** |  |  |  |  |  |  |  |  |  |  |  |  |
| **NUMBER OF MAJOR UNIT COSTS TO BE PERFORMED\*\*** | | | | | | | | | | | | |
| Home Inspection- rehabilitation AND reimbursement |  |  |  |  |  |  |  |  |  |  |  |  |
| Home Inspection- rehabilitation OR reimbursement |  |  |  |  |  |  |  |  |  |  |  |  |
| Home Inspection - interim progress inspection |  |  |  |  |  |  |  |  |  |  |  |  |
| Home Inspection - final inspection |  |  |  |  |  |  |  |  |  |  |  |  |
| **CERTAIN MINOR UNIT COSTS** | | | | | | | | | | | | |
| Tier II Site Specific Review |  |  |  |  |  |  |  |  |  |  |  |  |
| Lead Based Paint Inspection test and Report |  |  |  |  |  |  |  |  |  |  |  |  |
| Closing - Solution 1, 2 & 3\*\*\* |  |  |  |  |  |  |  |  |  |  |  |  |

\*No additional Job titles may be added and no changes to Job Titles may be made in the table.

\*\*No additional units may be added and no changes made to the unit titles in the table.

\*\*\*Only one(1) closing unit price may be charged per homeowner, regardless of multiple solutions being selected by a homeowner.

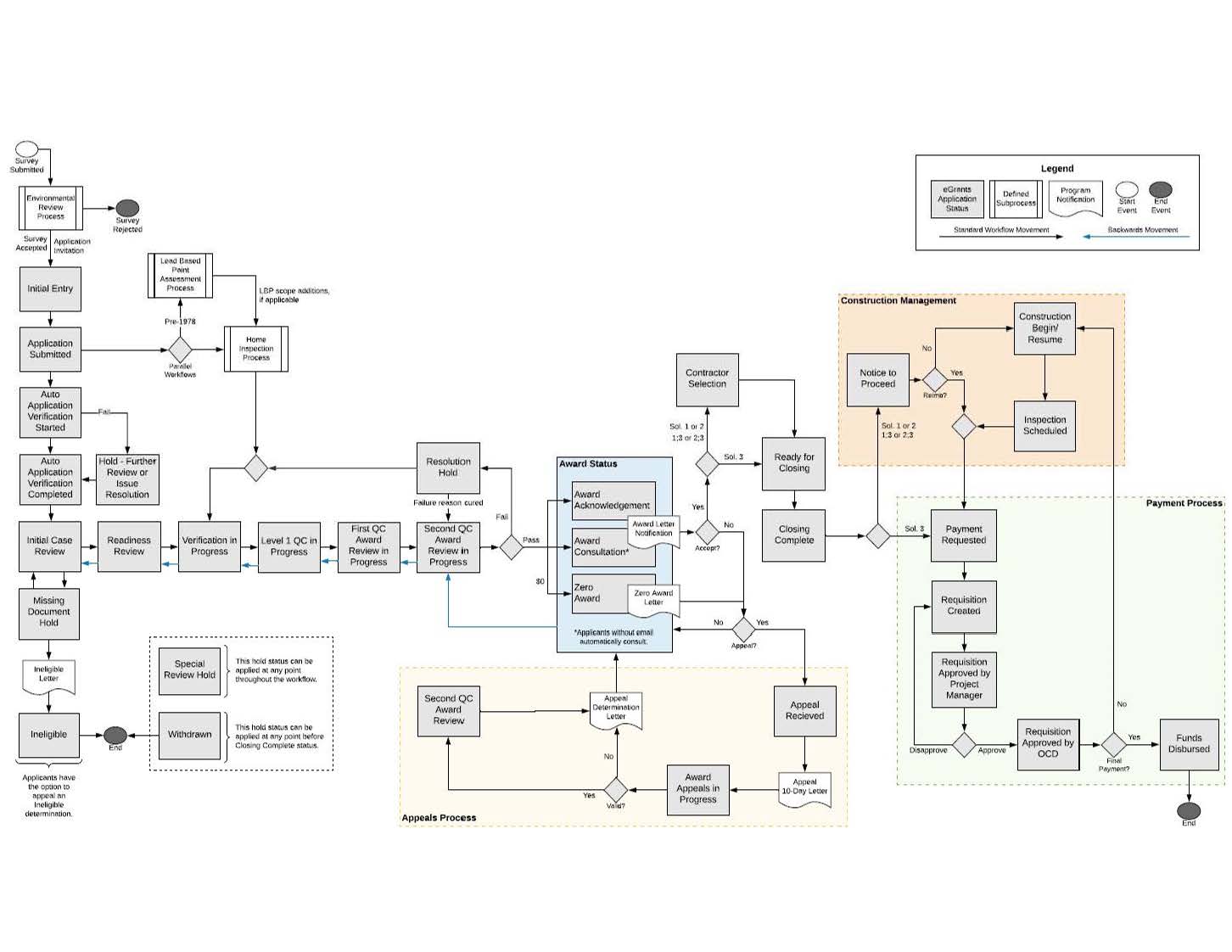
ATTACHMENT V: RESTORE PROGRAM MANAGEMENT POLICIES

<http://d2se92fabdh4cm.cloudfront.net/wp-content/uploads/2018/10/05203141/Restore-LA-Homeowner-Policies-and-Procedures-v4.0-10.05.18.pdf>

ATTACHMENT VI: RESTORE ASSISTANCE PROGRAM SITUATION AND PIPELINE REPORT

<http://restore.la.gov/homeowner-assistance-program/situation-and-pipeline-reports/>

ATTACHMENT VII: EGRANTS VERSION 4.1 SOFTWARE FLOW CHART



ATTACHMENT VIII: SAMPLE QA/QC UNIT COST CHECKLIST

