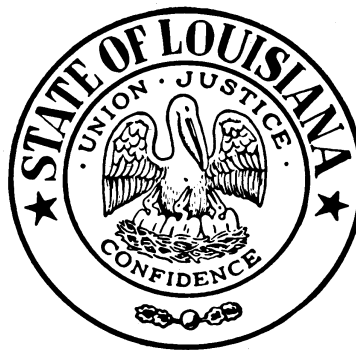


REQUEST FOR EXPRESSION OF INTEREST

Shelter At Home Program

Program Management for Disaster Grants



State of Louisiana

Governor's Office of Homeland Security and Emergency Preparedness

August 24, 2016

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I. BACKGROUND AND PURPOSE OF REQUEST FOR EXPRESSION OF INTEREST (RFEI)

This Request for Expression of Interest (RFEI) is being issued pursuant to Proclamation No. 111 JBE 2016, Proclamation No. 116 JBE 2016, Executive Order No. JBE 2016-55, and Executive Order No. JBE 2016-60. The State of Louisiana through the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) administers programs funded by the Federal Emergency Management Agency (FEMA) and through the Division of Administration's Office of Community Development Disaster Recovery Unit (OCD-DRU), administers programs funded by the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program for disaster recovery. The purpose of this RFEI is to retain a firm to provide grant administration and project management services.

The State received more than 30 inches of rain from August 11 to 14, 2016 ("the August 2016 Flood") resulting in historic flooding with more than 100,000 citizens displaced. Within a few days, 20 parishes were federally declared disaster areas. More than 100,000 homes were either damaged or destroyed. The flooding inside of homes ranged from a couple of inches of water to water up to the roofline. Louisiana continues to receive afternoon summer thunderstorms. With the State's continued rain and humidity, mold is a threat to public health and safety. Clean up efforts need to be expedited, consistent and thorough.

The State desires to offer residents an option to Shelter at Home (SAH). The SAH program will allow residents to remain in, or quickly return to, their homes. Because of the number of displaced residents, and the ensuing temporary housing crisis, as well as the large number of people remaining in their homes without adequate utility service, work under this procurement must be able to start immediately.

Under SAH, the State will contract directly with one or more construction firms capable of delivering minor, critical services on a large scale and that possess or can obtain the resources required to deliver in an expedited manner. Simultaneously, the State will direct contract with a firm to provide Program Management support to the State to help manage and control this effort. If a respondent is selected for the Program Management contract, the respondent will not be considered for a repair services contract.

The purpose of this RFEI is to solicit interest from consultants with previous experience in disaster recovery programs through FEMA's Individual Assistance (IA) and/or Public Assistance (PA) Program(s) and HUD's CDBG program. Responses to this RFEI, in the form outlined in the Expression of Interest Response along with a one hour interview, will be used to select a single program management firm.

The successful Respondent (hereafter "Contractor") shall be immediately engaged in establishing and administering SAH program under guidelines recently established by FEMA for the August 2016 Flood. A more detailed Scope of Services is contained in Exhibit A. It is also anticipated, but not guaranteed, that the services under the resulting contract may expand to accommodate other programs yet to be defined, including programs occurring as a result of the August 2016 Flood as well as past and future disasters.

II. DESCRIPTION OF SHELTER AT HOME PROGRAM

Approximately 100,000 residential dwellings located within the 20 federally declared disaster areas sustained flood-related damage and are still without power, hot water or necessary repairs required to make them safe for residents. While a portion of the property owners have had the resources to make

temporary or permanent repairs to their properties in the past week, many have not. This leaves thousands of Louisiana residents without acceptable living conditions and many remain displaced from their residences.

SAH focuses only on single-family owner occupied residential properties which can be quickly made habitable allowing individuals to return to their dwellings to shelter in place. SAH is not a comprehensive repair program and will not result in the complete restoration of the dwelling. The measures taken through SAH are designed to halt the progression of deterioration of the dwelling as the result of the August 2016 Flood and provide minimal steps necessary to render the dwelling safe and sanitary to the extent possible. If a home cannot be made safe and habitable for shelter purposes for less than \$15,000, inclusive of the \$500 permissible small appliance option as outlined in the FEMA Recovery Program Guidance, that property is not eligible for SAH assistance, unless otherwise authorized by the State. This program reduces the demand for more costly shelter options and allows individuals to return to their homes to commence restoration of their homes. Additionally, this program reduces the immediate public health and safety threat created by prolonged exposure to heat and the growth of mold; both of which worsen respiratory and cardiovascular conditions.

Louisiana anticipates receiving up to 30,000 applications with approximately 13,500 homes eligible for repair, but there is no guarantee of the number of units to be served, as ability to estimate at this point in time is extremely limited.

Work under these contracts will be generally consistent with conducting emergency disaster operations pursuant to the Stafford Act, as amended.

The State will procure the services of multiple construction firms (“SAH Contractors”) to implement the temporary restoration of necessary services in single dwelling residences in damaged areas. SAH Contractors will be chosen based on experience in rendering similar services and local capacity to obtain materials and provide services on an expedited basis.

SAH Contractor(s) is expected to be able to complete all work orders by September 30, 2016, but not later than December 31, 2016. The State desires to have as many people as possible back in their homes by year’s end. To maximize work efficiencies, the State reserves the right to adjust workloads among the contractors on a weekly basis depending on performance, until all properties enlisted in the program are complete.

The Contractor retained through this RFEI will be responsible for determining the eligibility of applicants pursuant to the State’s SAH program guidelines, as may be amended and providing overall project management of the SAH measures performed by the SAH Contractors. Neither the Contractor nor a related entity may serve as a SAH Repair Contractor.

III. SCHEDULE OF EVENTS

The massive destruction of the floods has left a vast number of Louisiana residents displaced or living unsafely in their homes. Consequently, the following schedule is desired for the solicitation, selection and execution of the firm to support the SAH Program:

| | |
|---|--|
| Release of Request for Expression of Interest | Wednesday, August 24, 2016 |
| Submission of Written Responses | Thursday, August 25, 2016 at 3 p.m. CT |
| Consultant Discussions (one hour each) | Friday, August 26, 2016 (TBA, if required) |
| Notice of Selection before or on | Saturday, August 27, 2016 |
| Contract Execution before or on | Sunday, August 28, 2016 |
| Call Center Activated | Monday, August 29, 2016 at 7 a.m. CT |

IV. EXPRESSION OF INTEREST RESPONSE INSTRUCTIONS

Response Submission

Firms/individuals who are interested in providing services requested under this RFEI must submit a written response containing the information specified in this section.

The State requests that eight (8) hard copies of the Technical portion of the Response and two (2) hard copies of the Cost Response (Attachment I, Cost Response) be submitted. One electronic copy of the entire response in PDF format should be submitted on disk or flash drive. At least one (1) copy of the Response shall contain original signatures of those company officials or agents duly authorized to sign Responses or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Respondent is a corporation. The copy of the Response with original signatures will be retained for incorporation in any contract resulting from this RFEI.

If a response contains confidential information, the Respondent should provide a redacted version of the response omitting those responses (or options thereof) and attachments that the Respondent determines are within the scope of the exception to the Louisiana Public Records Law. In a separate document, the Respondent shall provide the justification for each omission. If the Respondent does not submit the redacted copy, the Respondent waives any claim to keep information confidential. When submitting the redacted copy, the Respondent shall 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. The Respondent should also provide two (2) electronic redacted copies of its entire response on a flash drive or CD.

GOHSEP will make the redacted response available for inspection and/or copying upon the request of any individual pursuant to the Louisiana Public Records Law without notice to the Respondent.

Respondent should refer to the Louisiana Public Records Act, La. R.S. 44:1, *et. seq.*, for further clarification using the link provided below.

<https://www.legis.la.gov/Legis/Law.aspx?p=y&d=99632>

Submissions are to be submitted to the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) physical address and labeled as below:

Response for Expression of Interest for Program Management
Christina Dayries
Governor’s Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806

225.925.7500

It is solely the responsibility of each Responder to ensure that their response is delivered at the specified place and prior to the deadline for submission. Responses received after the deadline will not be considered.

Response Format

Respondents should respond to this RFEI with a Technical Response and Cost Response. No pricing information should be included in the Technical Response.

Cover Letter

A cover letter should be submitted on the Respondent's official business letterhead explaining the intent of the Respondent. The cover letter should include:

- A brief statement describing the Respondent's understanding of the scope of the work to be performed;
- A confirmation that the Respondent has not had a record of substandard work within the last five years;
- A confirmation that the Respondent has not engaged in any unethical practices within the last five years and is free of ethics conflicts regarding the services to be performed in the contract;
- A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- Any other information that the Respondent deems appropriate; and
- The signature of an individual who is authorized to make Responses of this nature in the name of the Respondent submitting the Response.

Technical and Cost Offer

Responses should be submitted as specified in the RFEI, and should include enough information to satisfy evaluators that the Respondent has the appropriate experience and qualifications to perform the scope of services as described herein. Respondents should respond to all requested areas.

Certification Statement

The Respondent must sign and submit the Certification Statement shown in Attachment III.

Response Content

Executive Summary

This section should serve to introduce the scope of the Response. It should include administrative information including, at a minimum, Respondent contact name and phone number, and the stipulation that the Response is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Respondent's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Respondent cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Respondent should address the specific language in Attachment II, Sample Contract, 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.

Corporate Background/Financial Condition/Experience

The Respondent should describe its firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure any recent or materially significant proposed change in ownership, and copies of the previous three years financial statements, preferably audited. The Respondent shall provide a statement of whether, in the last ten years, the Respondent 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.**

The Respondent shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Respondent, 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 Respondent's performance in a Contract under this RFEI. Also, a statement documenting all open or pending litigation initiated by Respondent or where Respondent is a defendant in a customer matter must be provided. **These statements must be provided even if there are/were no such proceedings.**

The state reserves the right to request any additional information to assure itself of a Respondent's financial status.

This section should also provide a detailed discussion of the Respondent's prior experience in working on projects similar in size, scope, and function to the proposed contract. Respondents should describe their 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.

If the Respondent intends to subcontract for portions of the work, the Respondent should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor. Information required of the Respondent under the terms of this RFEI shall also be required for each subcontractor.

In grading the Response the experience of the Respondent in general, and, in particular, as involved in activities similar to the work proposed herein will be emphasized, as well as evidence that the organization or team has the current capabilities and can assure performance for this requirement; can demonstrate successful past firm experience that is similar to that necessary to perform the contract tasks identified in the statement of work; and experience with providing services requiring regulatory and specifically FEMA and/or HUD CDBG compliance at a Federal, State and/or local level.

Proposed Project Staff

The Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel considered key to the success of the project. 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 Respondent should also provide an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Respondent should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout life of the program.

In grading the Response, the qualifications of personnel of the Respondent who will be responsible for overseeing and performing the work requested in the RFEI will be emphasized as well as evidence of the current and relevant knowledge, quality and depth of experience of the Contractor's project director and how such project director will supervise and coordinate the workforce.

Approach and Methodology

The Respondent should provide their approach and methodology in providing the required services and identifying the tasks necessary to meet requirements described within the Scope of Services. This section should describe the Respondent's:

1. Understanding of the nature of the Scope of Services and how its Response will best meet the needs of the State;
2. Approach for managing program operations to provide greater efficiency and effectiveness and optimize the use of personnel and other resources;
3. Approach for processing, disbursing, and closing all program awards, closing out the program operations, and transitioning from program operations to compliance and monitoring operation; and,
4. Proposed project work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

Cost Information

All cost information must be provided within Attachment I, Cost Response template. All cost information shall be reflective of the Respondent's approach and methodology. All labor categories, unit price services, and their respective fees or prices and other direct costs are subject to written approval by the State.

Hourly Fee Basis for Labor

The Respondent shall use Attachment I, Cost Response, to provide the hourly rate by labor classification to provide the services described within Exhibit A: Scope of Services. The Respondent should anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any

hours above 40 per week will be paid at the same agreed-upon hourly rate listed in Attachment I, Cost Response. All hourly rates shall be inclusive of all travel.

Unit-Based Services

The Respondent shall provide the proposed rates for each unit price task listed on Attachment I, Cost Response. The proposed rates shall be inclusive of all fees required to provide the service, including labor and travel.

V. EVALUATION AND SELECTION PROCESS

The Contractor shall be selected based on the evaluation and criteria outlined below.

THE STATE MAY REJECT ALL RESPONSES AND MAY WAIVE ANY IMMATERIAL DEVIATION OR DEFECT IN A RESPONSE.

THE STATE RESERVES THE RIGHT TO SEEK CLARIFICATION OF ANY RESPONSE FOR THE PURPOSE OF IDENTIFYING AND ELIMINATING MINOR IRREGULARITIES OR INFORMALITIES.

Evaluation and Review

Responses will be evaluated based on information provided in the response according to the following criteria:

Respondents must score a minimum of 45 out of 65 points in the Technical Approach to be evaluated and scored for the Cost Offer.

| CRITERIA | MAXIMUM SCORE |
|------------------------------------|----------------------|
| PHASE 1: TECHNICAL APPROACH | |
| APPROACH AND METHODOLOGY | 25 |
| EXPERIENCE | 20 |
| STAFF QUALIFICATIONS | 20 |
| TECHNICAL APPROACH SCORE | 65 |
| PHASE 2: COST OFFER | |
| HOURLY LABOR COST | 25 |
| UNIT BASED SERVICES COST | 10 |
| COST RESPONSE SCORE | 35 |
| TOTAL RESPONSE SCORE | 100 |

Approach and Methodology

- Demonstrated effectiveness of Respondent’s approach to performing the various tasks outlined in the Scope of Services (Exhibit A) including, but not limited to, project management, reporting requirements, grant implementation, issue management, project controls, quality assurance and risk management;
- Ability to address anticipated problem areas, and creativity and feasibility of solutions to problems, and future integration of new procedures and technology;
- Degree to which the Respondent demonstrates the ability to add qualified staff to the project in an efficient manner, availability of proposed project staff to provide the services within Exhibit A and

training methodology to understand current practices and ongoing training needs to address changes in policy and procedures;

- Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services (Exhibit A) and specific tasks and planned execution of the project; and
- Quality, depth, and completeness of the project work plan.

Experience

- Evidence that the organization or team has the current capabilities and can assure performance for this requirement;
- Demonstrate successful past firm experience that is similar to that necessary to perform the contract tasks identified in the statement of work; and
- Experience with providing services requiring regulatory and specifically FEMA IA and/or PA and HUD CDBG compliance at a Federal, State and/or local level.

Staff Qualifications

- 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 project director and how such project director will supervise and coordinate the workforce;
- Demonstrated knowledge of the FEMA IA and/or PA and CDBG programs; and
- Effectiveness of the proposed organization and staffing plan.

Cost

Cost responses for all Respondents 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 Respondent on the Attachment I: Cost Response.

Each component of the Cost Response ("cost component", i.e. labor and unit based services) will be scored separately using the following methodology:

The lowest Cost Response will receive 100% of the available points for the cost component.

Remaining responses will receive points based on application of the following formula:

$$\text{Points per Component} = \left(\frac{\text{Cost of Lowest Cost Response for the cost component}}{\text{Cost of Response Being Evaluated for the cost component}} \right) * \text{maximum points available for the cost component}$$

Scores for the two components will be added together to determine the total Cost Response Score.

Oral Presentations/Discussions May be Required

The State, at its sole discretion, may require all Respondents reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the State's program objectives. Commitments made by the Respondent at the oral presentation, if any, will be considered binding.

The State reserves the right to enter into a contract without further discussion of the responses submitted based on the initial responses received.

If oral presentations are required the original scores for Experience, Staff Qualifications and Approach and Methodology may be adjusted based on this additional information, using the criteria outlined. The cost score will remain the same and unchanged.

Announcement of Contractor

The evaluation team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Respondent with the highest score.

The State will notify the successful Respondent and proceed to negotiate terms for final contract. Unsuccessful Respondents will be notified in writing accordingly.

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

Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the Response submitted based on the initial Responses received.

The State reserves the right to contract for all or a partial list of services offered in the Response. The State also reserves the right to negotiate reduced payment terms with the selected Respondent.

The RFEI and Response of the selected Respondent shall become part of any contract initiated by the State.

The selected Respondent shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Attachment IV. In no event shall a Respondent submit its own standard contract terms and conditions as a response to this RFEI. The Respondent should submit with its Response any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Respondent.

If the contract negotiation period exceeds three (3) calendar days or if the selected Respondent fails to sign the final contract within three (3) calendar days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Respondent.

VI. ADMINISTRATIVE AND GENERAL INFORMATION

Sample Contract

The State expects all submitting Respondents are willing and able to sign the State's standard professional services agreement, Attachment IV, within three (3) calendar days of awarding and begin execution of the work immediately. Protracted negotiations must be avoided.

Term of Contract

Any contract resulting from this RFEI will have a duration of six (6) months, which may be extended by six (6) months at the option of the State. Any extension of the contract beyond one year shall be by mutual consent of the parties. No contract or amendment shall be valid, nor shall the State be bound by the contract or an amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the Interim Director of the Office of State Procurement. Total contract term shall not exceed three (3) years.

Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Respondent, 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 Responses for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Respondents, 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 vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Respondent or person responding to this RFEI 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 Respondent or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. Duly noticed site visits and/or conferences for bidders or Respondents;
2. Oral presentations during the evaluation process; and
3. 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 Responses 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 RFEI.

Inquiries

All questions and requests for additional information concerning this RFEI should be emailed to the Governor's Office of Homeland Security and Emergency Preparedness point of contact.

Christina Dayries

Governor's Office of Homeland Security and Emergency Preparedness

Christina.Dayries@la.gov

GOHSEP will consider written inquiries and requests for clarification of the content of this RFEI received from potential responders. Written inquiries must be received by 4:00 pm Central Time on the date specified in the Schedule of Events. GOHSEP reserves the right to modify the RFEI should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Respondents will be posted on the date specified in the Schedule of Events on the Louisiana Procurement and Contract (LaPac) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>. Only Christina Dayries has the authority to officially respond to responder's questions on behalf of the GOHSEP. Any communications from any other individuals are not binding to GOHSEP.

Corporation 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 Secretary of State of Louisiana.

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 Secretary of State of Louisiana.

Commissioner Role in Procurement Matters

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFEI, any Respondent and/or any subcontractor of a Respondent shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

Information Security

The Contractor shall establish and maintain operational processes in compliance with the State's Information Security 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 staff.

The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed upon Services.

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 at no additional cost to the State.

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 the Contractor becomes 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.

Contact information and the Information Security Policy are both located here:

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

Compensation, Invoicing and Payment

Billing and Payment

The Contractor may submit a request for payment for the services provided within the period no more than once per month. The Contractor shall submit its request to GOHSEP on an invoice form as approved by the GOHSEP. The Contractor shall transmit the invoice and required supporting documentation as defined by the GOHSEP, to the state program director as designated within the contract. Following the state program director or designee's review, the invoice shall be submitted to the financial manager or designee for approval of payment.

In the event that other programs are added to the contract, invoicing must be provided on a per program basis.

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, Task Order, function, bill rate, description of the work provided, timesheets and such other information as determined by the state program director.

This hourly rate shall be fully burdened and include all travel and project expenses with the exception noted below. Contractor staff will be paid the hourly rate while doing field travel on behalf of the state under this contract.

Travel Exception: Travel expenses directly related to field travel on behalf of GOHSEP will be paid in accordance with PPM 49, State Travel Regulations. No other travel expenses will be reimbursed under the contract.

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 bill rate, the applicant for which the services were provided, date provided, etc.

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

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 Invoices that include ODCs shall be accompanied by evidence of prior written OSP/DRU approval of the ODC and 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, including any costs for facilities required by the State and costs for any audits required by the State. The Contractor shall not add any fee or other "mark-up" to the other direct costs.

Retainage

All payments are subject to a seven percent (7 %) retainage excluding Other Direct Costs (ODC) and insurance and title policies. The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Fifty percent (50%) of the existing retainage balance will be released at the end of each contract term upon completion and acceptance of all applicable contract deliverables and satisfaction of performance measures. 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 state program director.

Exhibit A SCOPE OF WORK

The Contractor will:

- Coordinate with FEMA, OCD-DRU, GOSHEP and other state agencies, parishes, local governments and other stakeholders for appropriate venues and opportunities to conduct outreach and accept applications for assistance and to provide mobile application intake services at such locations and events;
- Provide web-based application intake services; the State may provide an established website or portal for this purpose; Contractor will be responsible for integration with any previously established intake system and its data;
- For any information system, URLs, documentation, and technical assets established in the performance of this contract, all rights and licenses to the systems, and all data contained within the systems, shall belong to the State and be transferred to the State upon contract completion;
- Provide call center services for impacted citizens to communicate regarding the SAH program; the State may establish the call center number(s); if the Contractor establishes the call center numbers, all rights to use the number shall belong to the State; if the Contractor establishes a Post Office Box, all rights to use the box shall belong to the State;
- Process applications and verify applicants' eligibility in accordance with the State's SAH program guidelines and the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA (Attachment V), as may be amended and as limited by the State's program guidelines and contract scope of work;
- Collect and store all information in accordance with the State of Louisiana Information Security Policy: <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>
- Perform inspections of damaged property to verify and document damages, eligibility of property and scope of SAH measures to be performed on the dwelling and applicant's selection of small appliance(s) in accordance with the State's SAH program guidelines and the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA (Attachment V), as may be amended; The checklist that will be used for purposes of this inspection is attached as Attachment VII, subject to amendment.
- Have the homeowner sign a Right of Entry form prior to execution of any inspection or repair work in the home. A copy of the Right of Entry form is attached (Exhibit B);
- Determine any duplicative financial assistance, if any, prohibited by the Stafford Act;
- Ensure appropriate environmental review and release has been performed by the entity performing those services;
- Execute shelter at home agreement, right of access and indemnification form, information disclosure authorization, subrogation agreement and associated documents;

- Create and utilize a comprehensive management information system; the State may require use of systems already owned by or available to the State; in the event that the Contractor establishes the system, the license for such system shall be assignable to the State at its option;
- Assign projects to SAH contractors in a way that maximizes efficiency of delivery of services;
- Track progress of work on individual home repair projects, in accordance with the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA; ensuring projects remain on schedule, in compliance, and within budget and scope;
- Ensure contractors handle debris in compliance with FEMA policy;
- Ensure all work completed by SAH repair contractors is performed in furtherance of this project and is performed in accordance with prevailing wage rates.
- Conduct a final inspection within three (3) days of notification by contractors that work is complete on individual home repair projects and certify repairs are in compliance with program guidelines and is safe for shelter;
- Process contractor payment requests in accordance with the State's SAH program guidelines;
- Track overall performance on contractors' conducting repairs for timeliness, completeness, and constituent complaints;
- Manage constituent complaints and contractor disputes;
- Provide program reporting services as may be required by the State regarding status of program activities;
- Provide customer service and communication services so that applicants can inquire about the status of their individual files; All publicly accessible systems shall maintain a 99.9% uptime over a contiguous 30-day window; Contractor shall provide the State with call center, application, and system performance metrics weekly and upon request; and
- Create written policy and process documents for the SAH and the above described tasks, as well as for quality control, anti-fraud waste and abuse, and duplication of benefits.

Exhibit B RIGHT OF ENTRY FORM

Please use ballpoint or roller ball pens and print clearly

| | |
|---------------------------------|-------------------------|
| <u>For FEMA/State Use Only:</u> | |
| ROE No.: _____ | Age of Structure: _____ |
| GPS Location: Long: _____ | Lat: _____ |
| Remarks: _____ | |

RIGHT-OF-ENTRY PERMIT

| | | |
|---|---------|-----------|
| Owner Name | | |
| Insurance Company; Policy No. & Claim No. | | |
| Owner's FEMA Individual Assistance Registration Number | | |
| Street Address | | |
| City/Town | | |
| Parish | | |
| Phone | Primary | Alternate |

The undersigned, ("Owner"), hereby unconditionally authorizes the State, the United States of America including the Federal Emergency Management Agency (FEMA), and participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors (collectively, with FEMA, the "Assistance Providers") to have the right of access and to enter in and onto the property described above for the purpose of performing inspections and/or emergency protective measures resulting from the declared flooding (FEMA-DR-4277-LA) at no expense to Owner for purposes of participating in the Sheltering and Temporary Essential Power (STEP) Assistance Program.

It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake emergency protective measures to the Property. Owner understands that no emergency protective measures will be performed until this ROE is completed in full.

1. **Time Period:** The ROE shall expire 180 days after signature unless sooner cancelled according to the terms herein.
2. **Inspection/Emergency Protective Measures Authorized:** The ROE authorizes inspection and emergency protective measures to the Property. Owner understands that the Government, its employees, agents, contractors and/or representatives shall, in their sole discretion, determine the extent of the required emergency protective measures. If Owner disagrees with the nature or extent of proposed actions, Owner may refuse any additional work and cancel this ROE at any time on the provided form labeled "Right-of-Entry Permit – Request for Cancellation."
3. **Documentation of Damage:** The Assistance Providers will be photographing and otherwise documenting damage and work completed under this program. However, the Owner acknowledges that it is solely the Owner's responsibility to document damage for potential insurance proceeds or additional assistance programs. If possible, the Owner should photograph or otherwise document all damage before any work begins, is repaired, and/or items are removed from the property. Lack of documentation may limit subsequent proceeds or assistance.
4. **Disclosures:** By signing this ROE, Owner acknowledges that none, some, or all of the following work may be performed pursuant to this ROE and FEMA policy. Owner further acknowledges that work may involve the use of raw, unfinished materials to provide only emergency protective measures.

Owner: _____ Property Address: _____
Page: 2

- 1) Removal of debris to curbside including damaged drywall, flooring, carpeting, ceilings, doors, insulation, fixtures and cabinets and other unsalvageable contents;
- 2) Cleaning and sanitizing interior of residence to include ductwork;
- 3) Ensure one useable bathroom vanity, sink, toilet, and tank;
- 4) Drywall replacement only to safely cover electrical shelter-in-place repairs;
- 5) Repair or replacement of nonfunctioning interior/exterior doors;
- 6) Remove and/or install floor covering;
- 7) Inspection, cleaning, repair or demolition and replacement of damaged circuit breakers, panel boxes, electrical conduit, service cables, outlets, switches, and receptacles;
- 8) Cleaning, testing and minor repair of furnaces, baseboard heaters or central air conditioning. Window air conditioning units may be provided in lieu of repair of central air conditioning. Temporary baseboard heaters may be provided in lieu of repairing furnaces.
- 9) Repair or replace damaged window air conditioning unit(s);
- 10) Repair or replace damaged water heaters. Replacement water heaters will be the minimum necessary capacity, but water heaters of similar capacity may be utilized when cost effective;
- 11) Weatherproofing to include temporary roof, wall, and window repairs;
- 12) Minor repairs to interior or exterior to provide safe access (e.g. stairs, ramps) and living environment;
- 13) Asbestos and lead assessment and abatement necessary to make repairs (not pre-existing paint and soldered plumbing fixtures);
- 14) Inspect, test and repair of natural gas lines, valves, and pipes;
- 15) Well decontamination if only source of potable water;
- 16) Inspect and minor repair of plumbing, and sewer or septic components and connections to ensure a safe and sanitary living environment;
- 17) Items and work necessary to ensure safe shelter for individuals with access and functional needs;
- 18) Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed \$500 combined);
- 19) Mini-fridges for doctor prescribed medical needs.

5. Assistance Providers Held Harmless: The Owner acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to Owner's property are discretionary functions. Owner recognizes that 42 USC § 5148 states: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this chapter." Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose. The Owner agrees that the State of Louisiana, along with its contractors, in accordance with LA RS 29:735, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the Louisiana Shelter at Home Program/FEMA STEP Assistance Program.

6. Miscellaneous:

a. Owner represents and warrants that Owner has full power and authority to execute and fully perform Owner's obligations under this ROE. Owner expressly represents and warrants that fee title to the Premises is vested solely in Owner. Owner will provide supporting documentation of Ownership in accordance with FEMA guidance before or at the time of signing this document.

b. This ROE includes the right of ingress and egress on other lands of the Owner not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.

c. Owner understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a fine as provided under 18 U.S.C. § 1001 or imprisoned for not more than five years or both. In addition, the Owner understands that any individual who fraudulently or willfully misstates any fact in connection with

Owner: _____ Property Address: _____
Page: 3

this ROE shall be subject to a repayment of funds to the State of Louisiana.

Privacy Act Statement: Privacy Act Statement: The Property Owner / Owner's Authorized Legal Representative acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry. This form is signed in order to allow access to perform emergency temporary repairs on the above-mentioned property and to authorize the release of insurance policy and claim information.

Signature(s) and Witness

For the considerations and purposes set forth herein, my signature below confirms that I have read this form, will abide by its terms, and agree to all terms stated herein. I certify under the laws of the State of Louisiana and the United States that my answers are truthful.

Owner Signature Date

Co-Owner Signature (if applicable) Date

Phone Number

Phone Number

Owner's FEMA Registration Number (if applicable)

WITNESS

Owner: _____ Property Address: _____
Page: 4 _____

RIGHT-OF-ENTRY PERMIT -REQUEST FOR CANCELLATION

To cancel a previously-granted Right of Entry (ROE) permit, this cancellation form must be signed by the Owner, and delivered to the Federal Emergency Management Agency (FEMA) at a Disaster Recovery Center, by FAX to FEMA's National Processing Service Center at 1-800-827-8112. Allow at least three (3) days to process. *Alternatively, the ROE may be cancelled at the Property site by obtaining the signature of the authorized representative present when the crew appears for work.* It is recommended that the Owner make a copy of the signed cancellation prior to giving this form to the authorized representative. The authorized representative will keep the original signed copy for its records. Reproduction capability may not be available at the ROE collection points. Phone-in and verbal cancellations will not be accepted.

By canceling the ROE, Owner acknowledges that inspections and emergency protective measures may not be performed by the State, the United States of America including FEMA, or participating Voluntary Organizations Active in Disaster (VOAD), and their respective assigns, employees, agents, and contractors.

I have read and understand the foregoing statement concerning cancellation policies. I hereby certify that I request to cancel the foregoing ROE and my request for disaster-related emergency protective measures.

Signature: _____
Owner Date _____ Time _____

Printed Name: _____ Address: _____

I hereby acknowledge receipt of the foregoing request for cancellation:

Signature: _____
Authorized Representative Date _____ Time _____

Printed Name: _____ Title: _____
(Indicate authorized organization and title)

ATTACHMENT I COST RESPONSE

| JOB CLASS | WEIGHTING FACTOR ¹ (f) | HOURLY RATE *** (rate) | WEIGHTING FACTOR TIMES HOURLY RATE **** (f) x (rate) | <i>For information purposes only</i> NUMBER OF EMPLOYEES AVAILABLE ** |
|---------------------------|--------------------------------------|---------------------------|---|--|
| Principal Program Manager | 1 | \$ | \$ | |
| Project Manager | 2 | \$ | \$ | |
| Customer Service Rep | 20 | \$ | \$ | |
| Case Manager | 25 | \$ | \$ | |
| Inspector | 5* | \$ | \$ | |
| Clerical/Administration | 2 | \$ | \$ | |
| | | Total | \$ | |

* For special inspector services only. Does not include inspections to be performed on unit cost basis.

** Number of Available Employees – the number of employees in the Respondent’s firm/team qualified and available to work on this project. (These numbers will not be used to calculate the weighted average rate per hour.)

*** Hourly Rates proposed by each Respondent must be inclusive of travel time and travel expenses.

**** Multiply the “weighting factor” times the “hourly rate” and place the product in this column. The total will be used for scoring.

¹ Weighting factor refers to how much each job classification will be needed. For example, the State anticipates that the Call Center Analyst position will be utilized 10 times more than the Project Manager position. The weighting factor does not refer to the number of employees anticipated in that position.

Use of the weighting factors is for evaluation purposes only. Awarded Respondent shall be responsible for providing actual number of personnel and job class(es) required to successfully meet the contract requirements subject to the approval of the State.

Unit Based Pricing

Rate for initial review of house to determine scope of work for contractors: _____

Rate for final review of house to determine if work is complete: _____

ATTACHMENT II SAMPLE CONTRACT
CONSULTING SERVICES CONTRACT FOR
PROGRAM MANAGEMENT SERVICES FOR THE AUGUST 2016 FLOODS

between the
STATE OF LOUISIANA
GOVERNOR’S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

and

This Agreement (hereinafter referred to as the “Agreement” or “Contract”) is entered into by and between _____ (“Contractor”), and the STATE OF LOUISIANA, GOVERNOR’S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS, (“GOHSEP” or “State”). Contractor and the GOHSEP may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

I. SCOPE OF SERVICES

Shelter At Home (SAH) Program—From August 10 to 14 more than 30 inches of rain fell in areas of Louisiana causing historic widespread flooding (“the August 2016 Flood”) displacing more than 100,000 citizens. The State is implementing a Shelter at Home (SAH) program, through which residents residing in owner-occupied homes in the parishes included in the presidentially declared disaster areas may remain in, or quickly return to, their homes pending restoration of the home. Contractor shall serve provide grant administration and project management services in the implementation of the SAH.

Under SAH, the State will contract directly with one or more construction firms (“SAH Contractors”) capable of delivering minor, critical services on a large scale and that possess or can obtain the resources required to deliver in an expedited manner.

Contractor shall establish and administer SAH program under guidelines recently established by FEMA for eligible victims of the August 2016 Flood. Contractor shall develop policies and procedures, provide outreach and communication services, receive and process program applications, determine applicant and dwelling eligibility, and manage the SAH contractors performing the SAH measures. A more detailed Scope of Services is contained in Exhibit A.

It is also anticipated, but not guaranteed, that the services under this Agreement may expand to accommodate other housing programs yet to be defined, including programs occurring as a result of the August 2016 Flood as well as past and future disasters. The lack of any description of such programs or services in this Agreement shall not be interpreted as limiting the State's ability to add any addition programs or services through the amendment of this Agreement, regardless of precipitating event or funding source.

See Exhibit A, Scope of Services, attached hereto and made a part hereof, for further details.

A. Contract Monitor/Performance Measures

The contract monitor for GOHSEP on this Agreement is the GOHSEP Director, or the Chief of Staff, or designee. The performance measures for this Agreement shall include:

1. A detailed work plan identifying specific tasks and timelines to accomplish the tasks and services detailed above, to be agreed upon by the Contractor and the State, and which may be revised by mutual agreement from time to time as necessary.
2. Bi-weekly status reports detailed by individual client on applicant status and activities underway and/or completed related to the tasks and services detailed above.
3. Contractor will provide to the GOHSEP an acceptable Outreach Plan within seven days of assignment of that task by GOHSEP.
4. Bi-weekly status reports on the progress and performance SAH contractors

[Additional performance measures to be developed in negotiation stage, including timeliness of eligibility determination, inspections, project assignments to SAH contractors, monitoring of SAH contractors, and requests for reporting by state or federal officials]

B. Monitoring Plan

The GOHSEP will monitor the Services provided by Contractor and the expenditures of funds under this Agreement. The GOHSEP contract monitor or designee will be primarily responsible for the routine contact with Contractor and the monitoring of Contractor's performance. Notwithstanding the Contractor's

responsibility for management during the performance of this Contract, the GOHSEP contract monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. Monitoring of performance under this Contract will be conducted through tracking of progress as well as through regular meetings between the GOHSEP and Contractor, and any additional monitoring plans or performance standards developed by the GOHSEP and agreed to by Contractor.

C. Deliverables

The Contract will be considered complete when Contractor has delivered and the GOHSEP has accepted all of the following:

1. A detailed work plan identifying specific tasks and timelines to accomplish the tasks and services detailed above, to be agreed upon by the contractor and the State, and which may be revised by mutual agreement from time to time as necessary - due seven days after contract effective date. Proposed changes to the work plan and timelines may be submitted to GOHSEP for approval.
2. Chart of Organization detailing all of Contractor's staff, including subcontractor staff, performing services under this Agreement – due seven days after contract effective date. Proposed changes to the Chart of Organization that may be needed due to change of personnel or organization structure shall be promptly provided to the State for approval
3. Bi-weekly status reports detailed by individual client on applicant status and activities underway and/or completed related to the tasks and services detailed above.
4. Contractor will provide to the GOHSEP an acceptable Outreach Plan within seven days of assignment of that task by GOHSEP.
5. Bi-weekly status reports on the progress and performance SAH contractors
[ADDITIONAL DELIVERABLES TO BE DEVELOPED IN CONTRACT
NEGOIATION STAGE]

II. PAYMENT PROCESS

A. The maximum amount of this Contract is _____ and 00/100 DOLLARS (\$_____) (the "Funds"). Payment will be made in accordance with Exhibit B, Budget, attached hereto and mad a part hereof.

Payments are subject to the approval of the GOHSEP Executive Director or designee, the GOHSEP Finance Manager, or designee and FEMA. All invoices must be accompanied by supporting documentation including, but not limited to, timesheets with time/days worked for each employee being billed.

B. Payments will be made to the Contractor after written acceptance by the State and FEMA of an invoice. State will make every reasonable effort to make payments within 14 days of the approval by FEMA.

Invoices must reflect only actual expenditures.

The Contractor may submit invoices, on a monthly or bi-weekly basis. The payment terms are as follows:

If progress and/or completion to the reasonable satisfaction of the State are obtained, the Contractor shall be reimbursed for expenses incurred. Contractor shall submit invoices which shall outline the expenditures requested for reimbursement by the Contractor and its subcontractors for services rendered during the previous period. Such invoices shall itemize expenditures based on the line items provided in the budget in Exhibit B of this Contract. These line items shall be inclusive of the Contractor and its subcontractor's salaries, benefits, travel, equipment, operational costs, and other direct costs, etc.

Contractor and Contractor's subcontractors shall be reimbursed for travel and related expenses in accordance with the current State Travel Regulations, PPM 49. In addition, Contractor and Contractor's sub-contractors shall be reimbursed for operational costs at the rates approved by FEMA.

Contractor and Contractor's subcontractors are required to maintain effective accountability for funds, safeguard assets, and ensure that funds are only used for authorized purposes per 2 CFR 200. Effective control requires current, accurate, and complete disclosure of budgeted and actual outlays related to contract objectives. The State is accountable for the appropriate use of Federal funds. Financial reporting requirements are outlined in the Code of Federal Regulations, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

II. TERM OF CONTRACT; TERMINATION OR SUSPENSION OF CONTRACT

A. Contract Term

This Contract shall begin on _____ and end on _____, unless terminated early under the provisions herein. At GOHSEP's sole option, the

Agreement may be extended by six (6) months at the sole option of the State. Any extension of the contract beyond one year shall be by mutual consent of the parties. No contract or amendment shall be valid, nor shall the State be bound by the contract or an amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of State Procurement. Total contract term shall not exceed three (3) years.

B. Termination/Suspension for Cause

GOHSEP may, after giving reasonable written notice, suspend or terminate this Agreement in whole or in part if Contractor materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Contractor to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Contractor of reports to the GOHSEP, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If within thirty (30) calendar days after the 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) calendar days, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

C. Termination for Convenience

The GOHSEP may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to Contractor. Contractor shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of funds by the legislature to fulfill the requirements of this Agreement. 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 by law, 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. Failure of the appropriate authorities to approve and provide an adequate budget to the GOHSEP for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Contractor shall be paid for all authorized Services properly performed prior to termination.

E. Dispute Resolution

Any and all disputes arising out of or related to this contract shall be governed by the Louisiana Procurement Code (La. R.S. 39:1551 et seq.)

IV. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

A. 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 # _____.

B. State Furnished Resources

The GOHSEP 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 GOHSEP shall remain the property of the GOHSEP and shall be returned by Contractor to the GOHSEP, upon request, at termination, expiration or suspension of this Agreement.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement 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 GOHSEP, and shall, upon request, be returned by Contractor to the GOHSEP at termination or expiration of this Agreement. Cost incurred by Contractor to compile and transfer information for return to the GOHSEP shall be billed on a time basis, subject to the maximum amount of this Agreement. Software and other materials owned by Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Contractor.

GOHSEP will not provide any workspace, telecommunication or internet services, or equipment in connection with the services to be provided under this Agreement.

C. Sub- Contractors

Contractor may, with prior written permission from the GOHSEP, enter into subcontracts with third parties for the performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the GOHSEP for any breach in the performance of Contractor's duties. Sub-contractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Sub-contractor seeking to restrain the ability of the Sub-contractor to perform any services for the GOHSEP shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Sub-contractor. Pending verification that no Subcontractor has been debarred, the GOHSEP hereby approves the following Subcontractors to provide or perform any part of the Services under the Agreement:

(List of Subcontractors)_____

D. Fund Use

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

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

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, nepotism activities and supporting, either directly or indirectly, the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. 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.

E. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the GOHSEP's operation which are designated confidential by the GOHSEP and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by

Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the GOHSEP. The identification of all such confidential data and information as well as the GOHSEP's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the GOHSEP in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the GOHSEP to be adequate for the protection of GOHSEP's confidential information, such methods and procedures may be used, with the written consent of the GOHSEP, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties outside of the conditions described below.

Since the information provided on individual eligible households is covered under the Privacy Act of 1974, (Privacy Act), 5 U.S.C. § 522a, the privacy of each disaster victim must be protected from disclosure to unauthorized third parties. If the contractor receives disaster applicant information constituting personally identifiable information (PII) the contractor must protect it in the same manner that the Privacy Act, 5 U.S.C. § 552a, requires FEMA to protect it. This restriction is set forth in FEMA's Regulations at Title 44, Code of Federal Regulations (CFR) § 206.110 (j)(2)(i). The Department of Homeland Security defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to that individual regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor to the Department.

Contractor shall provide indemnification to the State for unauthorized releases of any and all PII. Contractor may share PII with third parties with whom the State has contracted for disaster related services and which have been approved by FEMA. All Contractor program related staff must sign the FEMA provided confidentiality agreement.

The Privacy Act provides for criminal penalties for the unauthorized disclosure of Privacy Act information to unauthorized third parties. Specifically, an individual who willfully discloses any such material to a third party not authorized to receive it may be convicted of a misdemeanor and fined up to \$5,000.00 per occurrence.

If any misuse or unauthorized release of the information occurs due to contractor actions, the contractor agrees to waive any claims of immunity and to have future

funds de-obligated by FEMA for any and all costs incurred by FEMA that results from such misuse or unauthorized release.

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

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 GOHSEP. 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.

F. Insurance

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI or a self-insurance program approved by GOHSEP.

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

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the sub-contractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractor to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractor. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

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

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per accident for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

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

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor unless a lesser amount is approved by GOHSEP.

G. Audits and Inspections

It is hereby agreed that the OCD, the DOA, GOSHEP, the Legislative Auditor of the State of Louisiana, HUD, DHS, FEMA, Office of Inspector General (State, HUD and DHS), HUD DHS/FEMA monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Contractor and/or its subcontractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Contractor or sub-contractor, as appropriate, with reasonable advance notice. Contractor and its sub-contractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Contractor or sub-contractor, as appropriate.

Failure of Contractor and/or its sub-contractor to comply with the above audit requirements will constitute a violation of this Agreement and may, at the GOHSEP's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement, and records shall remain available for audit for a period of three (3) years from the date of the last payment made under this contract.

H. 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 GOHSEP and all such rights shall belong to the GOHSEP.

I. Covenant Against Contingent Fees and Conflicts of Interest

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 warranty, the GOHSEP shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement 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.

No member, officer, or employee of Contractor, or agents, sub-contractor, 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 Project or in any activity or benefit, which is part of this Agreement.

Contractor shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Contractor agrees to immediately notify the GOHSEP if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

J. 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.

K. Discrimination and Compliance Provisions

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 Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; 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.

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

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

L. 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.

M. Clean Air Act, Clean Water Act and Other Requirements

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

N. 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 GOHSEP will provide such standards and policies to Contractor as a pre-condition of this stipulation.

O. Eligibility Status

Contractor, and each tier of subcontractor, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

P. Drug-Free Workplace Requirement

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between

Contractor and any third parties using funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

Q. General Compliance

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

R. Environmental Conditions

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

S. Conflict Of Interest

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR, Section 13.36, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract of 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.

T. Labor Standards

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

U. Labeling

Contractor agrees that all publication created with funding under this agreement shall prominently contain the following statement: “This Document was prepared under an agreement with the United States Department of Homeland Security’s Federal Emergency Management Agency. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security’s Federal Emergency Management Agency.”

Contractor further agrees that, when practical, any equipment purchased with these funds shall be prominently marked as follows: “Purchased with funds provided by the U.S. Department of Homeland Security’s Federal Emergency Management Agency.”

V. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities

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

Counsel agrees to send to each labor organization or representative of workers with which the Counsel has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Counsel'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.

Counsel 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. Counsel will not subcontract with any subcontractor where Counsel has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Counsel will certify that any vacant employment positions, including training positions, that are filled (1) after Counsel is selected but before the Agreement 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 Counsel's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement 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 Agreement. 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 Agreement 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)

L. Code of Ethics

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 Counsel in the performance of Services called for in this Contract. Counsel agrees to immediately notify the GOHSEP if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

X. Clean Air Act, Clean Water Act and Other Requirements

Counsel agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The GOHSEP recognizes that Counsel is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

Y. 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 Counsel and its Subcontractors. The GOHSEP will provide such standards and policies to Counsel as a pre-condition of this stipulation.

Z. 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 24 CFR part 24.

V. Other Contractual Provisions

Contractor further agrees to comply with FEMA STEP Guidance requirements and regulations.

Contractor further agrees to comply with all FEMA requirements and regulations pertaining to reporting and to respond to any requests from the State for information needed to complete any report required to be submitted to FEMA.

Contractor acknowledges notice of FEMA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Contractor acknowledges notice of FEMA requirements and regulations pertaining to copyrights and rights in data.

Contractor understands and acknowledges that allowable costs under this Contract are defined in 2 CFR § 200.

W. Close-outs

Contractor’s obligation to GOHSEP under this Contract shall not end until all close out requirements are complete. These may include, but are not limited to:

- Final performance or progress report
- Financial Status Report (SF 269) or Outlay report and Request for Reimbursement for Construction Programs (SF 271) (if applicable)
- Final request for payment (SF 270) (if applicable)
- Invention disclosure (if applicable)
- Federally-owned property report

- Disposing of program assets

X. 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 sub-contractors 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 and intangible property caused by Contractor, its agents, employees, partners or sub-contractors, 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.

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Y. Documentation and Record Keeping

Contractor shall maintain all records required by the Federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the Federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

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

contract payment. The contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment.

Z. Financial Management

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

Contractor shall administer its program in conformance with 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, as applicable. 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.

VI. MISCELLANEOUS PROVISIONS

A. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent Contractor from entering into subcontracts with one or more subcontractors as provided elsewhere in this Agreement.

B. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

C. Applicable Law, Remedies, Venue and Controversies

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

D. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement 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 Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement 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 Agreement and any successor to a signatory Party.

E. Amendments, Supplements and 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 into the Contract is binding on any of the Parties.

No amendment shall invalidate this Agreement, nor relieve or release the GOHSEP or Contractor from its obligations under this Agreement. The GOHSEP may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Contractor to execute the written amendment required by the GOHSEP may constitute, at the GOHSEP's discretion, a basis for termination of this Agreement for cause.

F. 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.

G. 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.

H. Public Communications

Contractor shall not issue any public communications regarding the Program and Contractor's activities under this Agreement without the prior consent of the GOHSEP and FEMA. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of GOHSEP.

I. 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 1926, 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.

J. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 Agreement shall forthwith be amended to make such insertion or correction.

K. Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by GOHSEP shall remain the property of GOHSEP, and shall be returned by Contractor to GOHSEP, at Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of GOHSEP, and shall, upon request, be returned by Contractor to GOHSEP, at Contractor's expense, at termination or expiration of this Agreement.

L. No Third Party Beneficiaries

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The GOHSEP and the Contractor are and shall remain the only parties to this Agreement 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 Agreement.

M. 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 the GOHSEP:

To Contractor:

N. 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 contract is terminated and/or a lawsuit is filed. Specifically, the contractor does not have the right to limit or impede the State's right to audit or to withhold State owed documents.

O. Waiver of non-competition enforcement

Contractor agrees to waive enforcement of each and every contract provision it may have restraining employees of Contractor, a subcontractor under this Contract, or one or more subcontractors' employees from employment or contracting with the State.

The following Exhibits are attached hereto and incorporated herein:

Exhibit A: Scope of Services

Exhibit B: Budget A

(Balance of this page left blank intentionally.)

DONE AND SIGNED by the Parties on the dates set forth below

ATTACHMENT III CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request For Expression of Interest (RFEI), including attachments.

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Respondent 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 response and authorized signature below, Respondent shall certify that:

1. The information contained in its response to this RFEI is accurate;
2. Respondent shall comply with each of the mandatory requirements listed in the RFEI and will meet or exceed the functional and technical requirements specified therein;
3. Respondent shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFEI.
4. Respondent's quote shall be valid for at least 90 calendar days from the date of Respondent's signature below;
5. Respondent understands that if selected as the successful Respondent, he/she will have 3 calendar days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Respondent shall certify, by signing and submitting a response 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 OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

| | |
|---|------|
| SIGNATURE of Respondent's Authorized Representative | DATE |
|---|------|

ATTACHMENT IV INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR CONTRACTORS

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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

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.

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 \$2,000,000. 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.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. 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.

4. **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 24 months, with full reinstatement of limits, from the expiration date of the policy.

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 24 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.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

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

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. 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 Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. 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.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:
 - State of Louisiana
 - Agency Name, Its Officers, Agents, Employees and Volunteers
 - Address, City, State, Zip
 - Project or Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. 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.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

ATTACHMENT V FEMA GUIDANCE


U.S. Department of Homeland Security
Washington, DC 20472



FEMA

August 22, 2016

MEMORANDUM FOR: Gerald Stolar
Federal Coordinating Officer
FEMA-4277-DR-LA

FROM: Alex Amparo 
Assistant Administrator
Recovery Directorate

SUBJECT: Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA

Today I am issuing the attached Sheltering and Temporary Essential Power (STEP) Pilot Program guidance for FEMA-4277-DR-LA. This Pilot is an innovative approach to addressing imminent threats to life, public health and safety in the aftermath of the recent catastrophic flooding in Louisiana. STEP will enable the State to implement a program, as part of their broader transitional sheltering plan, to help survivors shelter in their own homes, when safe and appropriate. This will reduce the demand for congregate and transitional sheltering assistance by allowing survivors to remain in their communities and keep the fabric of existing communities intact, helping schools to re-open more quickly and hastening the pace of community recovery.

The torrential rainfall and historic flooding beginning August 11, 2016, and which continues, in Louisiana has damaged or destroyed more than 156,000 residences based on FEMA Geospatial assessment and analysis, displacing residents and overwhelming sheltering and temporary housing resources in the affected area. Major flooding and moderate flooding is expected to continue for the next several days. In addition to the flooding, the weather, as is to be expected in the Gulf Coast this time of year, is hot and humid, which heightens the need for quick power restoration in affected homes.

FEMA previously authorized a STEP Pilot Program in 2012-2013 in response to Hurricane Sandy. While STEP for FEMA-4277-DR-LA utilizes the same authority and is aimed at a similar purpose as in Hurricane Sandy, we have altered certain aspects based upon lessons learned and tailored the program for the unique circumstances of this event. Changes include: restricted categories of work specific to work necessary and appropriate for this event, restriction to single family owner occupied residential properties, and the provision that only the State will undertake or contract for the necessary work.

As with any FEMA-funded program, costs must be reasonable, and in this case, costs for this program are capped, with minimal exception to address issues related to access and functional needs, at \$15,000 per residence to include necessary equipment, materials, and labor.

I understand that the State is actively developing a program that will operate within the parameters established in the attached STEP guidance for DR-4277-LA. Based on lessons learned from implementation of STEP in response to Hurricane Sandy in New York, provision of documentation required for determining eligibility and for closeout, as detailed Section VII.K. of the attached guidance, will be key to ensure the success. Close coordination and communication with the State on these matters will be vital to success. Please continue to work closely with the State as they finalize and implement their program.

If you have questions about this guidance, please contact me or have your staff contact Howard Stronach at 202-646-3683.

Attachment: *Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance*,
August 22, 2016



FEMA

RECOVERY PROGRAM GUIDANCE

I. TITLE: *Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA*

II. DATE: August 22, 2016

III. PURPOSE:

Torrential rainfall and flooding beginning August 11, 2016 and continuing in Louisiana has damaged or destroyed more than 156,000 residences displacing residents and overwhelming sheltering and temporary housing resources in the affected area. Due to the limited availability of hotels and motels in the affected area, the Transitional Shelter Assistance (TSA) Program is not a viable temporary housing solution for most survivors. To address this need, FEMA is authorizing Public Assistance funding under Section 403 of the Stafford Act for a Sheltering and Temporary Essential Power (STEP) Pilot Program for the State to perform emergency temporary repairs and power restoration in single-family owner occupied residences. Where safe and practicable, STEP may enable residents to return to or remain in their homes as a form of shelter while permanent repairs are completed, thereby reducing the number of individuals in congregate shelters or requiring assistance through the Transitional Shelter Assistance (TSA) Program. STEP will also return survivors and communities to normalcy by allowing schools serving as shelters to open sooner and hastening the pace of overall community recovery.

IV. OBJECTIVES:

- A. STEP is intended to save lives, to protect public health and safety, and to protect property. It is also meant to minimize the disruption of the normal functioning of communities by enabling the State to help community members shelter in their own homes, when safe and appropriate. STEP is intended to reduce the continued need for congregate sheltering and Transitional Shelter Assistance.
- B. At the request of the State, FEMA will deliver the STEP program through reimbursement to the State. The State intends to perform or contract for the performance of authorized emergency protective measures. Individual residential property owners are not eligible for reimbursement under STEP.

V. SCOPE AND AUDIENCE: This policy is intended to guide all FEMA personnel responsible for providing STEP assistance.



FEMA

RECOVERY PROGRAM GUIDANCE

VI. AUTHORITY: Section 403, 42 U.S.C. 5170b(a)(3)(B) and (I), and 5170b(a)(4) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.

VII. POLICY:

- A. STEP is for single family owner-occupied residential properties only, to include duplexes and townhomes. Other types of owner occupied residences may only be approved by the Regional Administrator on a case by case basis and supported by written justification by the State to include feasibility and cost effectiveness. Commonly owned areas, structures, or equipment are not eligible for removal, maintenance, repair, or replacement under this program.
- B. The Governor's Authorized Representative (GAR) must submit a written request for STEP to the FCO as soon as possible and not later than by September 1, 2016 and, in that request, designate the areas requested for STEP.
- C. The written request will include the State's findings that 1) there exists an immediate threat to lives, public health and safety, and that emergency measures taken through this program are necessary to cope with this threat; and 2) that it has legal responsibility to undertake the proposed actions in response to this threat.
- D. Within 30 days of receiving approval from the Federal Coordinating Officer (FCO) to execute STEP, the State must obtain a Right of Entry (ROE) from each property owner on a form approved by FEMA. At the FCO's discretion, the time period to obtain ROEs may be extended for an additional 30 days. The ROE allows FEMA, the State, or authorized contractors and representatives, access to the property. STEP work will not be initiated on a property without the submission of a ROE. All STEP work must be completed within 60 days after receipt of the ROE. The FCO may approve extensions subject to the project performance deadlines at 44 CFR 206.204(c)(1).
- E. Starting no later than 14 calendar days after the State begins executing temporary emergency repair work under the STEP, the State must provide a daily electronic report to include the aggregate number of ROEs obtained; number of properties where work is initiated; and number of properties complete. On a weekly basis, the State must provide an electronic report with the following information on residences that receive assistance under STEP: property owner's name, address, and FEMA registration number (if applicable—some residences receiving assistance under STEP may not have applied for FEMA Individuals and Households Program (IHP)). The report must also detail the



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following for each property: when the signed ROE was obtained; when work was initiated; and when work was completed. The FCO will establish format, data fields, and transmission method for the electronic reports. Changes to the reporting requirements will be mutually agreed upon by the FCO and SCO.

- F. FEMA makes no warranties of any sort for any assessments or temporary work undertaken pursuant to this program.
- G. Eligible temporary emergency repair measures will be capped at \$15,000. Any temporary emergency repairs must be reasonable, necessary, and low cost options to make the home safe for sheltering purposes. If a home cannot be made safe and habitable for shelter purposes for less than \$15,000, that property is not eligible for STEP assistance. The FCO may only waive the \$15,000 cap on a case by case basis and after the State's demonstration of increased costs associated with work necessary to make a home safe and habitable for shelter purposes for owner-occupants with access and functional needs.

All temporary emergency repairs must comply with local, State, and federal codes and may include:

- a. Removal of debris to curbside including damaged drywall, flooring, carpeting, ceilings, doors, insulation, fixtures and cabinets and other unsalvageable contents;
- b. Cleaning and sanitizing interior of residence to include ductwork;
- c. Ensure one useable bathroom vanity, sink, toilet, and tank;
- d. Drywall replacement only to safely cover electrical shelter-in-place repairs;
- e. Repair or replacement of nonfunctioning interior/exterior doors;
- f. Remove and/or install floor covering;
- g. Inspection, cleaning, repair or demolition and replacement of damaged circuit breakers, panel boxes, electrical conduit, service cables, outlets, switches, and receptacles;
- h. Cleaning, testing and minor repair of furnaces, baseboard heaters or central air conditioning. Window air conditioning units may be provided in lieu of repair of central air conditioning. Temporary baseboard heaters may be provided in lieu of repairing furnaces.
- i. Repair or replace damaged window air conditioning unit(s);
- j. Repair or replace damaged water heaters. Replacement water heaters will be the minimum necessary capacity, but water heaters of similar capacity may be utilized when cost effective;
- k. Weatherproofing to include temporary roof, wall, and window repairs;



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2. The State or its contractors will perform all project management activities to include oversight and monitoring of damage assessments, repair work, code compliance, safety inspections, and ensure occupancy requirements are met for all properties.
3. The State or its contractors will obtain a signed ROE agreement, within the timeframe established above, from each residential property owner for the type of work to be performed.
4. The State is responsible for obtaining, accelerating and facilitating the issuance of any and all permits required to complete the eligible work and will arrange, accelerate, facilitate any and all inspections required by State or municipal law, and obtain clearance for temporary occupancy for each property.
5. The State will ensure the owner recognizes and certifies their understanding that participation in STEP will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once emergency temporary repairs are complete and the residence is cleared for occupancy.
6. The State must comply with the Federal procurement standards under grants in 2 CFR 200.317-326. The State will provide FEMA the opportunity to review the procurement plan to provide for this work.
7. The State, or its contractors, will obtain documentation to verify primary residence and ownership as follows:
 - a. Primary Residence
 - i. Utility Bill
 - ii. Merchant's statement
 - iii. Driver's License
 - iv. Voter's Registration card, or
 - v. Employer's Statement, such as a wage or earnings statement, AND
 - b. Home Ownership Verification
 - i. Structural Insurance
 - ii. Tax Bill
 - iii. Official's Records - notarized document confirming long-term ownership. An original deed or deed of trust to the property,



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- listing the applicant as the legal owner.
 - iv. Mortgage Payment Book
 - v. Affidavit, or
 - vi. Title Number after viewing an official government document verifying the home address and applicant to own the dwelling
8. The State will submit to FEMA (frequency and means of transmission to be established by the FCO) the supporting documentation below for each property to include:
- a. Owner/occupant's name and address
 - b. FEMA Individual Assistance registration number, if applicable
 - c. Right of entry
 - d. Flood insurance policy or certification of no flood insurance
 - e. Photos of damage
 - f. Damage description and scope of work required
 - g. Work orders for each property describing costs and specific work performed at the property (i.e. debris removal, dry wall removal, installation of air conditioning units, etc.). Start and stop dates of work must be included.
9. The State will submit project for closeout within 120 days of completion of work at final property address.

L. Effect on Other Assistance.

- 1. STEP assistance is generally temporary in nature and is an emergency protective measure; therefore, STEP emergency protective measures do not affect a FEMA IHP applicant's eligibility for financial assistance, repair, replacement, or permanent or semi-permanent housing construction assistance under section 408 of the Stafford Act and its implementing regulations.
- 2. Participation in STEP will make a FEMA IHP applicant ineligible for further TSA assistance, if authorized, or subsequent lodging expense reimbursement once emergency temporary repairs are completed.


M. Removal of debris off of a property and beyond the public right-of-way is **not** covered under STEP. For information on debris removal from private property see FEMA's Public Assistance Program and Policy Guide dated January 1, 2016.



FEMA

August 23, 2016

MEMORANDUM FOR: Gerard Stolar
Federal Coordinating Officer
FEMA-4277-DR-LA

FROM: Alex Amparo 
Assistant Administrator
Recovery Directorate

SUBJECT: Amendment #1 to Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA

I am hereby amending the Sheltering and Temporary Essential Power (STEP) Pilot Program Guidance for FEMA-4277-DR-LA, issued August 22, 2016 to add the following additional eligible item under section VII.G:

- s. Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed \$500 combined).

If you have questions about this guidance, please contact me or have your staff contact Howard Stronach at 202-646-3683.

Attachment: *Amendment #1 to Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA*




FEMA

RECOVERY PROGRAM GUIDANCE

Amendment

- I. **TITLE:** Amendment #1 to Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA
- II. **DATE:** August 23, 2016
- III. **AMENDMENT:** Section VII.G is amended by adding the following at the end:
- s. Minimal cooking and refrigeration appliances necessary for shelter-in-place (not to exceed \$500 combined).

 8/23/16
Alex Amparo Date
Assistant Administrator
Recovery Directorate

ATTACHMENT VI JOB DESCRIPTIONS

Principal/Program Manager

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| Responsibilities Include: | Providing contractual administration and broad oversight and direction for consultant services related to the GOHSEP and/ or OCD recovery effort. |
| Knowledge of And Skills in: | Management and supervision, effective leadership, oral and written communication, and management of multiple tasks. |
| Examples of Work: | Provides oversight of all program activities including program system development and internal system development. Provides guidance and supervises Project Managers. Manages work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff. Communicates with grantees, subrecipients, contractors, GOHSEP and/or OCD personnel, staff, and other interested parties regarding all aspects of program operations. Makes effective presentations as required. |

Project Manager

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| Responsibilities Include: | Providing day-to-day direction, guidance, and decision making for operations involving consultant services for the GOHSEP and/or OCD recovery effort. |
| Knowledge of And Skills in: | Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks. |
| Examples of Work: | Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for GOHSEP and/or OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with grantees, subrecipients, contractors, GOHSEP and/or OCD staff, and other interested parties regarding all aspects of program operations. |

Customer Service Rep

| | |
|--------------------------------|---|
| Responsibilities Include: | Answer incoming calls to the Call Center and work with applicants to resolve any outstanding issues, provide clarification or request information that is needed to proceed with the grant. |
| Knowledge of And Skills in: | Must have good customer service/phone skills and the ability to quickly review and retain new and updated program information. |
| Examples of Work: | Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data. |

Case Manager

| | |
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| Responsibilities Include: | Work with homeowners to gather required documentation, assign projects to construction contractor, review/process contractor pay requests, close out projects. |
| Knowledge of And Skills in: | Must have good customer service skills and the ability to quickly review and retain new and updated program information. Must be proficient in math/accounting skills. |
| Examples of Work: | Talking with homeowners to clarify program requirements, collecting required documentation from homeowners, determining program eligibility of projects, assigning projects to contractors, scheduling inspectors for initial and final inspections, verifying pay applications |

Inspector

| | |
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| Responsibilities Include: | Serving as a primary construction inspector to determine each project scope, collect documentation from homeowner, and perform final inspection for certification of completion. |
| Knowledge of And Skills in: | Construction practices, project management, construction contract administration, surveying principles, and an understanding of plans and specifications. |
| Examples of Work: | Performs initial inspection of home to establish scope of work, collect documents from homeowner, document damage, performs final review for certification of completion. |

Clerical/Admin Assistant

| | |
|--------------------------------|---|
| Responsibilities Include: | Providing routine office functions and support services for management and staff. |
| Knowledge of And Skills in: | Standard office procedures, basic computer operations, and office equipment operation. |
| Examples of Work: | Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data. |

ATTACHMENT VII INSPECTION CHECKLIST

This checklist details the work that will be done for an initial inspection and a final inspection. Use this only for pricing purposes on the Cost Response, Attachment I.

| | | | | |
|--------------|--|------------------|------------|---|
| DESCRIPTION: | Electrical System, Inspect and Test | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 1 | 1 | Each | | |
| DESCRIPTION: | Plumbing, Inspect and Test | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 2 | 1 | Each | | |
| DESCRIPTION: | HVAC System, Inspect and Test | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 3 | 1 | Each | | |
| DESCRIPTION: | Floor Covering, Remove | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 4 | 1 | Square Foot | | |
| DESCRIPTION: | Baseboards, Removal | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Highest Quantity times Unit Price</i>) |
| 5 | 1 | Linear Foot | | |
| DESCRIPTION: | Drywall, Remove | | | |

| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Highest Quantity times Unit Price)</i> |
|--------------|--|------------------|------------|---|
| 6 | 1 | Square Foot | | |
| DESCRIPTION: | Drywall, Install (Do not tape, float, or paint) | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Highest Quantity times Unit Price)</i> |
| 7 | 1 | Square Foot | | |
| DESCRIPTION: | Insulation, Wall, Remove | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Highest Quantity times Unit Price)</i> |
| 8 | 1 | Square Foot | | |
| DESCRIPTION: | Insulation, Wall, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 9 | 1 | Square Foot | | |
| DESCRIPTION: | Insulation, Floor | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 10 | 1 | Square Foot | | |
| DESCRIPTION: | Dehumidifier (500 Square Feet) | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |
| 11 | 1 | Each | | |
| DESCRIPTION: | Interior Debris, Remove to Street Right of Way | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i> |

| | | | | |
|--------------|---|------------------|------------|---|
| 12 | 1 | Each | | |
| DESCRIPTION: | Clean and Sanitize | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 13 | 1 | Each | | |
| DESCRIPTION: | Electrical Receptacles and Switches, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 14 | 1 | Each | | |
| DESCRIPTION: | Electrical GFI Receptacle, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 15 | 1 | Each | | |
| DESCRIPTION: | Electrical 220 volt Receptacle, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 16 | 1 | Each | | |
| DESCRIPTION: | Electrical Main Panel, Clean and Repair | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 17 | 1 | Each | | |
| DESCRIPTION: | Electrical Main Breakers, 200 Amp, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 18 | 1 | Each | | |
| DESCRIPTION: | Electrical Auxiliary Panel, Replace | | | |

| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
|--------------|--|------------------|------------|---|
| 19 | 1 | Each | | |
| DESCRIPTION: | Electrical Circuit Breaker, 2 Pole, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 20 | 1 | Each | | |
| DESCRIPTION: | Electrical Circuit Breaker, GFI, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 21 | 1 | Each | | |
| DESCRIPTION: | Electrical Disconnect Box, Clean and Repair | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 22 | 1 | Each | | |
| DESCRIPTION: | Central HVAC Unit Testing | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 23 | 1 | Each | | |
| DESCRIPTION: | Central HVAC Unit Repair | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 24 | 1 | Each | | |
| DESCRIPTION: | Central HVAC Unit Replacement | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |

| | | | | |
|--------------|---|------------------|------------|---|
| 25 | 1 | Each | | |
| DESCRIPTION: | Gas Line Replacement – Interior | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 26 | 1 | Linear Foot | | |
| DESCRIPTION: | Ductwork, Clean and Sanitize | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 27 | 1 | Linear Foot | | |
| DESCRIPTION: | Wall Heater, Clean and Test | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 28 | 1 | Each | | |
| DESCRIPTION: | Door, Interior, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 29 | 1 | Each | | |
| DESCRIPTION: | Door, Exterior, Standard Entry, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 30 | 1 | Each | | |
| DESCRIPTION: | Cabinet, Interior, Remove and Re-install | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 31 | 1 | Linear Feet | | |
| DESCRIPTION: | Sink, Bathroom, Re-install | | | |

| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
|--------------|--|------------------|------------|---|
| 32 | 1 | Each | | |
| DESCRIPTION: | Sink, Kitchen, Re-install | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 33 | 1 | Each | | |
| DESCRIPTION: | Toilet and Tank, Clean and Re-install | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 34 | 1 | Each | | |
| DESCRIPTION: | Bathtub/Shower Unit, Clean | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 35 | 1 | Each | | |
| DESCRIPTION: | Water Heater, Inspect and Test, Return to Service | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 36 | 1 | Each | | |
| DESCRIPTION: | Water Heater, Inspect and Test, Repair | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 37 | 1 | Each | | |
| DESCRIPTION: | Water Heater, Inspect and Test, Replace, 40 Gallon Max. | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |

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|--------------|---|------------------|------------|---|
| 38 | 1 | Each | | |
| DESCRIPTION: | Carbon Monoxide Detector, Hard Wired, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 39 | 1 | Each | | |
| DESCRIPTION: | Carbon Monoxide Detector, Battery Operated, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 40 | 1 | Each | | |
| DESCRIPTION: | Smoke Detector, Hard Wired, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 41 | 1 | Each | | |
| DESCRIPTION: | Smoke Detector, Battery Operated, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 42 | 1 | Each | | |
| DESCRIPTION: | Handicapped Ramp, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 43 | 1 | Each | | |
| DESCRIPTION: | Minor Roof, Exterior Skin Repair to Weatherproof Residence | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 44 | 1 | Square Foot | | |
| DESCRIPTION: | Window, Glass, Replace | | | |

| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
|--------------|--|------------------|------------|---|
| 45 | 1 | Each | | |
| DESCRIPTION: | Window, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 46 | 1 | Each | | |
| DESCRIPTION: | Access Porch, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 47 | 1 | Each | | |
| DESCRIPTION: | Water Well Surface Pump, Repair | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 48 | 1 | Each | | |
| DESCRIPTION: | Water Well Surface Pump, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 49 | 1 | Each | | |
| DESCRIPTION: | Water Well Pressure Switch, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 50 | 1 | Each | | |
| DESCRIPTION: | Water Supply, Decontaminate | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |

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|--------------|-------------------------------------|------------------|------------|---|
| 51 | 1 | Each | | |
| DESCRIPTION: | Septic Drain Field, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 52 | 1 | Each | | |
| DESCRIPTION: | Sewer Line, Auger | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 53 | 1 | Each | | |
| DESCRIPTION: | Sewage Ejector Pump, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 54 | 1 | Each | | |
| DESCRIPTION: | Insulation, Attic, Remove | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 55 | 1 | Square Foot | | |
| DESCRIPTION: | Insulation, Attic, Replace | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 56 | 1 | Square Foot | | |
| DESCRIPTION: | Window Unit | | | |
| REF. NO. | QUANTITY: | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>) |
| 57 | 1 | Each | | |

