

REQUEST FOR EXPRESSION OF INTEREST

Shelter At Home Program

Repair Services for Disaster Grants

111PUR-16005



State of Louisiana

Governor's Office of Homeland Security and Emergency Preparedness

September 7, 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 (STATE -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 Request for Expression of Interest (RFEI) is to retain multiple construction firms capable of delivering minor, critical clean-out and repair services on a large scale so homes can be quickly made habitable, allowing individuals to return to the dwellings to shelter at home. The State has directly contracted with a firm to provide Program Management support to the State to help manage and control this massive effort. Due to the disaster declarations, the State has authority to restore the health, safety and welfare of citizens without strict adherence to the Louisiana Procurement Code.

II. DESCRIPTION OF SHELTER AT HOME (SAH) PROGRAM

Approximately 100,000 residential dwellings were located within the 26 federally declared disaster areas. Many dwellings sustained flood-related damage and are still without power, air conditioning, hot water or necessary repairs required to make them safe for residents. 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. While a portion of the property owners have had the resources to make temporary or permanent repairs to their properties, many have not. This leaves thousands of Louisiana residents without acceptable living conditions and many remain displaced from their residences. Because of the number of displaced residents, 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.

SAH focuses only on single-family, owner occupied residential properties which can be quickly made habitable allowing individuals to return to the 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. 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.

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.

Through a prior RFEI and this solicitation, the State will procure the services of multiple construction firms ("SAH Contractors"), at the State's discretion, to implement the temporary restoration of necessary services in single family, owner-occupied 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. Each selected contractor may be assigned a geographical sub-area of the State to execute the scope of services described in this RFEI. Simultaneously, the State has a direct contract with a firm to provide Program Management support to the State to help manage and control this effort. Neither the Project Management contractor, nor a related entity, will be considered or will be allowed to serve as a SAH Repair contractor.

Responses for this RFEI shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2192 for the classification of **Building Construction**. **Failure to provide a copy of the license with the proposal will be grounds for the State to reject the proposal.**

Responses to this RFEI, in the form outlined in the Expression of Interest Response along with a one hour interview, if necessary, will be used to select one or more contractors.

SAH Contractor(s) is expected to be able to complete all work orders preferably by October 15, 2016, but no 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 Program Management contractor 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.

The successful repair contractors will work with the selected Program Management contractor in providing needed services under the SAH program guidelines, recently established by FEMA, for eligible victims of the August 2016 Flood. Inspections of damaged property will be coordinated by the Project Management contractor to verify damages, eligibility of property and scope of SAH measures to be performed on the dwelling in accordance with the State's SAH program guidelines, as may be amended. Assignments of work orders will be made by the Program Management Contractor to various contractors.

A more detailed Scope of Services is contained herein.

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 firms to support the SAH Program:

Release of Request for Expression of Interest	Wednesday, September 7, 2016 at 4:30 p.m. CT
Deadline for Submission of Written Questions	Thursday, September 8, 2016 at 4:00 p.m. CT
Publication of Official Responses to Written Questions	Friday, September 9, 2016 at 4:00 p.m. CT
Submission of Written Responses	Monday, September 12, 2016 at 12 p.m. CT
Contractor Discussions (one hour each)	Tuesday, September 13, 2016 (TBA, if necessary)
Notice of Selection on or about	Wednesday, September 14, 2016
Contract Execution on or about	Thursday, September 15, 2016

IV. EXPRESSION OF INTEREST RESPONSE INSTRUCTIONS

Response Submission

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

The State requests that eight (8) hard copies of the Technical portion of the Response be submitted. One electronic copy of the entire proposal in PDF format, and one redacted copy of the entire proposal in PDF format should be submitted on disk or flash drive.

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 mistakenly reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Respondent should also provide one (1) electronic redacted copy 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>

Responses shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2192 for the classification of **Building Construction**.

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.

In accordance with La. R.S. 39:1594, evidence of agency, corporate, or partnership authority shall be required for submission of a response to this solicitation. The authority of the signature of the person submitting the response shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state.

(b) The signature bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

The copy of the Response with original signatures will be retained for incorporation in any contract resulting from this RFEI. 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 Repair Services
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. No pricing information is required for this RFEI, as the Cost is established by the State in the **SAH Emergency Repairs and Maintenance Pricelist**.

SAH Emergency Repairs and Maintenance Pricelist

The State, through a prior RFEI and subsequent negotiations, established uniform pricing, memorialized in the SAH Emergency Repairs and Maintenance Pricelist. Selected Contractors will be required to use the established pricelist, which will be incorporated into the signed Contract with the State. See Attachment V, SAH Emergency Repairs and Maintenance Pricelist. Unless otherwise indicated in the pricelist, the rates are inclusive of all materials, labor, fees, overtime, travel, expenses, fuel or any other cost to provide the service. Contractor will be reimbursed on an actual expense basis, without markup, for any permits required by the authorizing jurisdiction, upon documentation of the expense paid by Contractor. No additional costs or expenses will be paid by the State.

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;
- The signature of an individual who is authorized to make Responses of this nature in the name of the Respondent submitting the Response.

Technical 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 Louisiana, 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 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 re-assigned from 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 its 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.

V. REQUEST FOR EXPRESSION OF INTEREST SELECTION PROCESS

One or more contractors shall be selected based on the evaluation and criteria outlined below.

Evaluation and Review

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.

Respondent must score a minimum of 70 out of 100 points in the Technical approach to be evaluated for potential oral discussions and contract negotiations.

CRITERIA	MAXIMUM SCORE
TECHNICAL APPROACH	
APPROACH AND METHODOLOGY	30
EXPERIENCE	50
STAFF QUALIFICATIONS	20
TOTAL TECHNICAL APPROACH SCORE	100

Approach and Methodology

- Demonstrated effectiveness of respondent's approach to performing the various tasks outlined in the Scope of Services including, but not limited to, project management, reporting requirements, 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 the Scope of Services and to address changes in policy and procedures;
- Understanding of the work, including a thoroughness shown in understanding the objectives of the Scope of Services and specific tasks and planned execution of the project;
- Quality, depth, and completeness of the project work plan;
- Availability of relevant resources for immediate mobilization to the State and in which parishes for execution of the scope of services and description of ability to ramp up to full capacity;
- Capacity of team to execute the scope of work. As minimum, the capacity should include: 1) an anticipated rate of productivity in the restoration of residences and 2) an estimate of the number of homes that could be made habitable by September 30, 2016, including assumptions and constraints;
- Approach to delivery of the program to maximize efficiency and expedite delivery. Specific areas to address include overall project management and organizational structure, self-performance and subcontracting strategy, and data management capabilities; and,
- Other characteristics which clearly demonstrate the ability to commence work quickly.

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 on a large scale;
- Ability to mobilize necessary resources and trades to execute work efficiently and expeditiously;
- Program delivery approach to achieve maximum efficiency and speed; and,
- Experience and qualifications of proposed management team and key leadership positions.

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; and
- Effectiveness of the proposed organization and staffing plan.

Oral Presentations/Discussions May be Required

The State, at its sole discretion, may require respondents reasonably susceptible of being selected for an 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 proposal submitted based on the initial proposals 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.

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 Respondents with the highest scores. The number of contracts will be determined solely at the State's discretion.

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

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

VI. REQUEST FOR EXPRESSION ADMINISTRATIVE AND GENERAL INFORMATION

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 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.

Recordation Certificate

Contractor upon receipt of the executed contract, bond or security, and Notice to Proceed shall record contract with the Clerk of Court in the parish(es) in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the State and the Office of State Procurement. The State will process no invoices until receipt of the Certificate of Recordation.

Contract, Labor and Materials Payment Bond, Performance Bond

If the Respondent is notified of an award under the RFEI, he agrees to execute a contract within 3 calendar days after notice from the State.

The Respondent further agrees, if awarded the contract, to execute and to deliver to the State within two (2) days of the execution of the Contract documents, a certified check or cashier's check in the sum of seven hundred fifty thousand and 00/100 Dollars (\$750,000.00) made payable to the Department of the Treasury of the State of Louisiana. Contractor hereby agrees that this amount will be considered Performance and Payment Security and will be held in an escrow account to be used in the event of Contractor's failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract. Contractor hereby agrees and acknowledges that failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract may result in forfeiture of Performance and Payment Security.

In the alternative of the above certified check or cashier's check, Contractor may execute a Performance Bond. The undersigned further agrees to execute and deliver to State within 2 days of contract documents are executed, and prior to starting work, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to seven hundred fifty thousand and 00/100 Dollars (\$750,000.00) and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to seven hundred fifty thousand and 00/100 Dollars (\$750,000.00).

Respondent shall waive all lien rights against the State and homeowner under the Private Works Act, (La. R.S. 9:4801 et seq.)

Builder's Risk insurance and flood coverage will NOT be required.

Affidavit

Successful Contractor shall be required to execute an affidavit attesting "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

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, person or 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;
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.

Point of Contact

All questions and requests for additional information concerning this RFEI should be directed to:

Response for Expression of Interest for Repair Services

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 Thursday, September 8, 2016 at 4:00 p.m. CT 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 GOHSEP. Any communications from any other individuals are not binding upon GOHSEP. Respondents are directed to review Attachment V, previous Q & A, as revised.

Corporation Requirements

If Contractor is a corporation not incorporated under the laws of the State of Louisiana, Contractor shall have obtained a certificate of authority pursuant to La. R.S. 12:301-302 from the Secretary of State of Louisiana.

If Contractor is a for-profit corporation whose stock is not publicly traded, 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

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 the 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 the becomes aware of an actual or suspected:

- system or application compromise; or
- control failure;
- unauthorized access or modification of a State system, application, data, content, or service; or
- <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

VII. EXHIBIT A SCOPE OF WORK

Summary

The Shelter at Home Program is intended to help eligible residents impacted by the August 2016 flooding (FEMA Disaster No. 4277) to return to their homes with safe and code compliant utilities, HVAC, hot water, and temporary bathroom facilities. The goal is to provide a minimal habitable level to allow for temporary shelter in homes. The program also provides expedient and temporary repairs to protect the home from further weather-related damage. Only single family, owner occupied residential properties where execution of the Shelter at Home program will allow the resident to return quickly and safely to shelter within their home are eligible for the program.

Residential properties are eligible only if flood water did not exceed 24" over the main living area of the building. Eligibility of homes with flood waters greater than 24" may be included based on a determination of the Program Management Contractor.

Once eligibility and necessary repairs are determined by the initial assessment of the building, the Shelter at Home teams will complete tasks that include:

Inside the House

- The homeowner will be responsible for identification of items to be salvaged prior to start of work. Removal/storage/relocation within the home for any salvageable materials will be the responsibility of the homeowner.
- Remove drywall and other water-absorbing wall coverings damaged by flooding, to a level at least 24" above the apparent water line, including any insulation. Note: Fire-rated walls shall NOT be removed from any building.
- All flood damaged water-absorbing flooring material shall be removed, including carpet, carpet padding, and other water-absorbing flooring materials.
- All debris is to be removed to the street right-of-way per FEMA/AHJ guidance.

- Other types of flooring materials that remain usable, even though damaged, shall not be removed as part of this program.
- Plywood sub-floors shall not be removed.
- Clean and sanitize all exposed floor and wall surfaces in accordance with industry accepted practices where flooring or wall coverings were removed.
- The extent of any mold remediation will be determined by the Program Manager. Any mold remediation performed by the Contractor shall be affirmed as “clean” in accordance with industry standards at the completion of the Contractor’s work. Owner retained items are solely the responsibility of the property owner.
- In order to provide a temporary habitable dwelling, one temporary operable bathroom will be provided.
- Bathtub/shower unit, toilet and lavatory shall be cleaned and made operable. If damaged, PM shall make recommendations to establish a functional bathroom.
- Temporary provision for privacy shall be provided for the bathroom.
- In older homes, hazardous materials may be present, such as asbestos and lead, and it is the intent to minimize disruption of any hazardous material. In the event of suspected hazardous materials, and its disturbance is unavoidable to accomplish the work, the Program Manager must be notified for direction prior to its disturbance.
- Subject to the direction from the Program Management Contractor, deliver small appliances.
- If roof damage or leaking is present, inspect attic for wet insulation.
- Remove wet insulation from attic.
- Replace insulation on exterior walls and attic, where removed, as necessary to allow for proper climate control of essential sheltering area(s).

Electrical, HVAC and Hot Water

- Shelter at Home teams will focus on the fastest method of returning utilities to the home, in compliance with applicable codes and local utility provider requirements.
- Inspection and testing by Louisiana licensed electrical contractors is required followed by any needed repairs to make the home temporarily available for shelter. Any needed repairs to provide minimum electrical provisions shall be code compliant. Any hazardous circuits are to be neutralized. Minimum electrical provisions shall consist of lighting and receptacles. Lighting must be provided in any means of egress, the sleeping areas, and the bathroom. A minimum of 6 duplex receptacles shall be provided on 3 separate circuits in essential areas of shelter.

- Inspect and test natural gas lines for adequate function by a Louisiana licensed contractor and per utility company guidance. Inspect, test and repair as necessary natural gas line valves and pipe to interior household appliances or equipment.
- Repair/replace damaged water heaters. Replacement water heaters must be sufficient to provide hot water not to exceed a size of 40 gallons.
- Minimum HVAC provisions shall consist of heat in the shelter areas as required by code. Existing HVAC systems shall be inspected, tested and repaired as necessary, as determined by the Program Manager.
- Smoke detectors and CO monitors (if gas fired appliances in home) shall be tested and made functional. These must be located in sleeping areas and areas immediately adjacent to these areas. If not already installed, these must be installed per manufacturer's instructions (Battery operated devices are acceptable).

Exterior Work

- Any emergency repairs necessary to provide a weatherproof structure are to be included, such as temporary roof, wall and window repairs. The intent is to provide absolute minimum repairs to prevent water intrusion.
- Conduct minor repairs such as patching, installation of new door hardware, and/or head or jamb repair. The program does NOT include replacement in kind of the existing door, but a door beyond quick repair will be replaced with an interim solution.
- Secure broken windows with minor carpentry or hardware repairs. If the repaired window is a required means of egress, it must continue to function as such.
- All existing accessible features shall be repaired, or if necessary, replaced. If determined by the Program Manager as needed for the household, the accessible features can be added so the household can access their home per the Uniform Federal Accessibility Standards.
- Minor carpentry to repair damaged front stairways or porches to allow safe entry and exit.
- Plumbing fixtures shall be connected to a sanitary sewer or to an approved private sewage disposal system. Contractor shall verify operation and repairs shall be made as necessary as determined by the Program Manager.
- Potable water is a requirement and Contractor shall verify operation, and repairs shall be made as necessary as determined by the Program Manager.

Program Management and Procedure

1. The State anticipates hiring multiple General Contractors with the capacity and resources for Shelter At Home (SAH) mobilization and execution of the Scope of Services. Contractor shall ensure that workers are properly licensed and shall obtain necessary permits to make the repairs.

2. For the purposes of planning work, each Contractor will be provided with a data set of property owner addresses. Attributes of each property shall include property type, Utility power service status, Utility gas service status, and any other available information that facilitates planning and executing the work.
3. The State shall designate a Project Manager for this Contract to ensure delivery in accordance with all Shelter At Home (SAH) Program protocols and policies and to serve as a liaison with the Program Management Contractor and the Program Team to support the Contractor in execution of the work.
4. The State, through its Program Management Contractor, will be responsible for the intake of property owners into the program and setting appointments for homeowner assessments and work order execution. The State will take responsibility for ensuring that all property owners requesting enrollment in the program are eligible to receive these benefits.
5. The Program Management Contractor will be expected to schedule appointments for inspections and to notify Contractor 24 hours in advance of appointments scheduled. Close communication and coordination between the State's Program Management Contractor and the selected Contractor will be essential to ensure that the Contractor has the appropriate resource capacity to keep pace with the appointments and that no appointments are missed by the Contractor. The Contractor will be required to assign staff as necessary to expertly and efficiently support this coordination.
6. Each Contractor will be required to use an Inspection Checklist and Task Order form to drive consistency in delivery across the entire program. The standardized protocols will also assist in confining the work to items allowable for FEMA reimbursement. Contractors will be expected to work cooperatively with the State in refining these tools and protocols over the first week of the program as improvements are identified and lessons learned are shared. The State, through its Program Management Team, will be responsible for revising the tools and templates for redistribution to the Contractors in an expeditious manner.
7. Contractors are expected to provide and utilize tablets or other means of electronically entering and managing all fields on the assessment and work order forms and documenting progression of the work. All completed assessments forms and subsequent production of work orders shall be delivered in electronic format, to the State's Project Manager within 24 hours of completion of the assessment. Contractors shall not execute any actual work in the residence that is not clearly identified as approved for SAH services on the assessment form and work order.
8. Contractors will be required to work with the State's Program Management team to ensure consistent and timely transmission of data for reporting purposes.
9. Contractor may subcontract a portion of the work, but must accept full responsibility for fulfilling the terms of the Contract.
10. There shall be no guaranty of a minimum number of assignments to any SAH Contractor. The State may in its sole discretion, require a reduction or termination of assignments to the any SAH Contractor based on the evaluation of the SAH Contractor's capacity or performance. The SAH Contractor shall have no rights against the State or the State's Program Management Contractor in connection with such reduction or termination.

11. All work completed in furtherance of this Contract by Contractor must be performed in accordance with customary wages paid in a particular region. The State's Program Management Contractor will monitor to ensure compliance with this provision by SAH Contractors. Davis Bacon requirements are not applicable to this Contract.

12. Clean and sanitize interior of residence to make habitable for purposes of temporary emergency shelter.



**CONTRACT BETWEEN STATE OF LOUISIANA,
GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND EMERGENCY PREPAREDNESS**

AND

FOR REPAIR SERVICES FOR DISASTER GRANTS

This agreement (hereinafter referred to as the "Contract") is entered into by and between _____ ("Contractor"), located at _____ (Address, City, State and Zip) 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

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.

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.

A. Goals and Objectives

The SAH Contractor, must be capable of delivering minor, critical services on a large scale and possess or can obtain the resources required to deliver in an expedited manner. Contractor shall provide such services under guidelines recently established by FEMA and the State for eligible victims of the August 2016 Flood.

The Contractor shall furnish all labor and materials and perform all of the work required to demolish, and/or repair, and complete in a thorough and workmanlike manner for the SAH Program, in strict accordance with Contract documents prepared by the State.

It is recognized by the parties herein that said Contract documents including by way of example and not of limitation, the RFEI, any Addenda thereto, Task Orders, FEMA STEP Guidelines (Sheltering and Temporary Essential Power Pilot Program for FEMA-4277-DR-LA), Insurance and Indemnification, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned documents are incorporated herein by reference with the same force and effect as though said documents are herein set out in full.

Contractor shall develop policies and procedures, to carry out repairs, as directed by the State's Project Manager. A more detailed Scope of Services is contained herein.

B. Statement of Work

The Contractor will supervise and direct the work as well as the work of all subcontractors. Contractor will use the best skill and attention and will be solely responsible for all construction methods and materials and for coordinating all portions of the work. Contractor must comply with all applicable laws, regulations, ordinances, orders or laws of federal, State, parish or local governments.

Unless otherwise specified in this Contract, the Contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work. The Contractor will maintain order and discipline among employees and will not assign anyone unfit for the task. The Contractor will ensure that all materials and equipment incorporated are of good quality and free of defects or faults. The Contractor will keep the homeowner's residence free from waste or rubbish resulting from the work. The Contractor will remove all waste, rubbish, tools, construction materials, and machinery promptly after completion of the work.

The Contractor will pay all sales, use and other taxes related to the work and will secure and pay for building permits and/or other permits, fees, inspections and licenses necessary for the completion of the work unless otherwise specified in the Contract. Contractor shall be reimbursed on an actual expense basis, without markup, for any permits required by the authorizing jurisdiction, upon documentation of the expense paid by Contractor.

Contractor will indemnify and hold harmless the State from and against all claim, damages, losses, expenses, legal fees or other costs arising or resulting from Contractor's performance of the work or provisions of this section. Contractor will comply with all rules, regulations, laws, ordinances and orders of any public authority or inspector bearing on the performance of the work. Contractor is responsible for and indemnifies the State against acts and omissions of employees, subcontractors and their employees, or others performing the work under this Contract with the Contractor. Contractor will indemnify the State for all property loss or damage to the State or homeowner caused by Contractor's employees or Contractor's direct or sub-tier subcontractors.

The Contractor will provide shop drawings, samples, product data or other information provided for in this Contract, where necessary.

The Contractor will complete the repairs within the period prescribed in the construction timetable. With respect to the scheduled completion of the work, time is of the essence. If the Contractor is delayed at any time in the progress of the work by fire, labor disputes, acts of God or other causes beyond the Contractor's control, the completion schedule for the work or affected parts of the work may be extended by the Program Management contractor.

The Contractor is responsible for initialing, maintaining, and supervising all necessary or required safety programs.

The Contractor must correct promptly any work of its own or its subcontractors found to be defective or not in compliance with the terms of the Contract. It is contemplated that Contractor will, from time to time, be requested by the State, through its duly authorized Program Management contractor, to perform certain services in furtherance of the SAH program. Each request will be in the form of a document authorizing the completion of certain services (a "Task Order") and shall describe in detail the services to be performed by Contractor, including a task description, a maximum compensation amount, and a proposed schedule for delivery of services. A sample Task Order is provided herein as Attachment IV. All services provided by the Contractor under any

Task Order shall be governed by the terms and conditions of this Contract. At the inception of this Contract, the method of compensation shall be on a unit price basis using the rates set forth on the Cost Schedule, Attachment III to this Contract.

- 1) In the event that a Task Order is approved and signed by both Parties, the provisions of this Contract shall govern all services performed under the Task Order, and the relationship of the Parties relating to or arising out of the services performed under the Task Order. In each instance, the designation of services to be performed, the maximum compensation amount for those services and the method of compensation to be paid to Contractor shall be agreed to by the Parties in writing. Once executed by the Parties, a Task Order may be amended in writing and signed by both Parties. The State may terminate any Task Order at any time prior to completion, in accordance with the terms of this Contract and without prejudice to the rights of Contractor for payment for all authorized services satisfactorily provided to the State prior to the effective date of termination. No contractor is required to accept a Task Order.
- 2) The execution of this Contract is not intended nor shall it be construed to obligate the State to request any specific services or amount of services from the Contractor under any Task Order. The State retains the right to request whatever scope or level of services as it deems appropriate under a Task Order, so long as the services are within the scope of and are subject to the terms, conditions and limitations of this Contract.

Contractor will begin to provide particular services described in each Task Order at such time as shall be agreed upon between the Parties. Contractor will perform all such services in a good, thorough, and workmanlike manner and to the full and complete satisfaction of the State.

In accordance with instructions given by the State through specific Task Orders, Contractor shall do and perform services including but not limited to those outlined in the Scope of Work. Once a Task Order is issued, the work will begin within ___ day(s) and will be completed within ___ day(s) in accordance with the construction timetable as listed in the Task Order.

By executing this Contract, the Contractor represents that he understands local conditions, including state and local building regulations and conditions under which the work is to be performed.

There shall be no guaranty of a minimum number of Task Orders issued to any SAH Contractor. The State may, in its sole discretion, require a reduction or termination of Task Orders issued to any SAH Contractor based on the evaluation of the SAH Contractor's capacity or performance. The SAH Contractor shall have no rights against the State or the State's Program Management contractor in connection with such reduction or termination.

C. Contract Monitor/Performance Measures

The contract monitor (CM) for GOHSEP on this Contract is the _____ or his designee. GOHSEP reserves the right to replace the CM at its discretion. The performance measures for this Contract shall include the successful performance and completion of Contractor's obligations as provided in this Contract and in each individual Task Order.

D. Monitoring Plan

The State will monitor the services provided by Contractor under Task Orders and the expenditures of funds under this Contract. The State Contract monitor or his designee will be primarily responsible for the routine contact with Contractor and the monitoring of Contractor's performance. Monitoring of performance under this Contract will be conducted through tracking

of progress on Task Orders as well as through regular meetings between the State and Contractor and any additional monitoring plans or performance standards developed by the State and agreed to by Contractor.

Task Order progress tracking will be accomplished through monthly Task Order tracking reports submitted in conjunction with invoices that include the percent completion of the Task Order and the amount invoiced to date. Percentage of completion estimates may be confirmed by State by a review of deliverables received. Analysis and comparison of percent work complete and amount invoiced to date against the Task Order budgets for these items will provide the monitoring information necessary to ensure the continued successful performance of the Contractor. State will closeout completed Task Orders using a quality/quantity control process to ensure that the work has been properly completed.

E. Deliverables

The Contract will be considered complete when Contractor has delivered and the State has accepted all work under each Task Order issued.

Completion of each Task Order shall constitute a separate deliverable.

F. Substitution of Key Personnel

Contractor's key personnel assigned to this Contract, included in its response to the RFEI, shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any employee of Contractor becomes unavailable due to the resignation, illness, or other factors outside of Contractor's control, Contractor shall be responsible for providing an adequately qualified replacement.

II. PAYMENT PROCESS

- A.** The maximum amount of this Contract is \$_____. Invoices shall be submitted on a monthly basis using a standard invoice format provided by the State. Invoices shall be organized so that services associated with each individual Task Order are clearly identified in separate detailed listings of charges. The maximum Contract amount shall not be changed or amended by a Task Order.
- B.** As set forth in Task Orders, compensation shall be invoiced on a unit price basis. Services will be invoiced in accordance with the schedule and shall not exceed the maximum amount set forth in individual Task Orders, unless a revision to the Task Order is approved by the State in writing. Services not authorized by a Task Order shall not be paid. The pricing schedule in Attachment III is made part of this Contract and will remain in effect for the term of the Contract. The cost of permits will be reimbursed at actual expense, without markup, upon verified documentation of the expense paid by Contractor. Payment will be made upon satisfactory completion of each Task Order as accepted by the Project Manager.
- C.** Payment of invoices must be approved by the Program Management contractor of the Shelter At Home program or his designee. The State will make every reasonable effort to make payments within 30 business days of receipt of invoice.
- D.** Should the Contractor herein not perform the Contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the State from all cost and damages which the State may suffer by said Contractor's non-performance or should said

Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then Contractor's performance payment security may be forfeited or its payment bond surety agrees to make said payment(s).

III. 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. The Contract may be extended by six (6) months at the sole option of GOHSEP. Any extension of the contract beyond one year shall be by mutual consent of the parties. No contract or amendment shall be valid, not 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, by 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 (Breach of Contract)

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

- 3) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may be applicable at any time;
- 4) Failure, for any reason, of Contractor to fulfill in a timely and proper manner the obligations under this Contract;
- 5) To the extent applicable, submission by Contractor of reports to the State, FEMA, 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
- 6) Ineffective or improper use of funds as provided for under this Contract.

If, through any cause, Contractor or State shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Contract, or if Contractor or State shall violate any of the covenants, Contracts, or stipulations of this Contract, the Contractor or State shall thereupon have the right to terminate this Contract by giving written notice to parties of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Contractor shall be paid for all authorized services properly performed prior to termination.

C. Termination for Convenience

The State may terminate this Contract at any time by giving at least five (5) days prior written notice to Contractor. The Contractor may terminate this Contract at any time by giving at least thirty (30) days prior written notice to State. 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 Contract.

D. Termination Due to Unavailable Funding

The continuation of this Contract is contingent upon the appropriation and release of funds by the State to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve

and provide an adequate budget to the State for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.

E. Legal Remedies

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. Indemnification and Limitation of Liability

A. Force Majeure

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 on their respective duties under the Contract.

B. Indemnity Indemnification and Limitation of Liability

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

Contractor shall indemnify and hold harmless the State against any and all latent defective material or workmanship and repair and/or replace any damages or marring of any and all materials occasioned in transit.

If applicable, Contractor will indemnify, defend and hold the State 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 Task 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 Payment Security, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

The Contractor shall perform the Contract in accordance with the terms and conditions hereof, and shall pay all persons who have and fulfilled obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures. Contractor shall indemnify a homeowner and the State for any and all damages and costs incurred by the homeowner and the State, including attorney fees, resulting from any lien filed by any of the Contractor's subcontractors, laborers, suppliers, and materialmen, including but not limited to those classifications listed above, against a homeowner's property. Any lien filed against a homeowner's property as a result of contractor's failure to perform in accordance with the Contract may subject the Contractor's Performance and Payment Security or Performance and Payment Bond to forfeiture.

V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

A. Taxes

Contractor is responsible for payment of all applicable taxes from the Funds to be received under this Contract. Contractors' federal tax identification number is _____,
DUNS # _____.

B. State Furnished Resources

The State 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 State shall remain the property of the State and shall be returned by Contractor to the State, at Contractor's expense, upon request, at termination or expiration of this Contract.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor.

C. Subcontractors

Contractor may, with prior written permission from the State, enter into subcontracts with third parties ("subcontractors") 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 State for any breach in the performance of Contractor's duties. Subcontractor's contracts must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete contract or similar contract with any subcontractor seeking to restrain the ability of the subcontractors to perform any services for the State 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 subcontractor.

Pending verification that no subcontractor has been debarred, the State hereby approves the following subcontractor to provide or perform any part of the services under the Contract:

D. Byrd Anti-Lobbying Amendment

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

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. 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 State's operation which are designated confidential by the State 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 State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the State to be adequate for the protection of State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. 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 State. 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

See Exhibit B attached.

G. Audits and Inspections

It is hereby agreed that the Louisiana Division of Administration Office of Community Development, GOHSEP, the Legislative Auditor of the State of Louisiana, U.S. Department of Housing and Urban Development (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 Contract 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

subcontractor, as appropriate, with reasonable advance notice. Contractor and its subcontractors 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 subcontractor, as appropriate.

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

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of this Contract, 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 State and all such rights shall belong to the State.

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 Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from this Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Contractor, or agents, subcontractor, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Contract.

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

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. Section 109 of the Housing and Community Development Act of 1974

To the extent applicable, 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.

L. 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.

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180-940) or disqualified (defined at 2 C.F.R. 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the State of Louisiana. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Louisiana, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with these requirements throughout the period of the Contract, and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

M. 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 Contract in accordance with 48 FAR part 23.500, et seq., and 48 CFR part 52.223-6.

N. General Compliance

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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/>).

O. Environmental Conditions

To the extent applicable, 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).

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).

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

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 (42 U.S.C. 6201) to the extent applicable to Contractor and its subcontractors. GOHSEP will provide such standards and policies to Contractor as a pre-condition of this stipulation.

P. 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 Contract 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 Contract or in any activity or benefit, which is part of this Contract.

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.

Q. Labor Standards

To the extent applicable, Contractor shall agree to comply with the requirements of 2 C.F.R. 200.317-326, as it pertains to Executive Order 11246, titled "Equal Employment Opportunity" (41 C.F.R. 60-1.4(b), Copeland "Anti-Kickback" Act, (18 USC 874 and 40 USC 3145 and 29 CFR Part 3), § Contract Work Hours and Safety Standards Act, (40 USC 3702 and 3704), 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.

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 Contract 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 Contract or other enforcement action.

Contractor is responsible for ensuring that all subcontractors comply with the requirements of the 2 C.F.R. 200.317-326, as it pertains to Executive Order 11246, titled "Equal Employment Opportunity" (41 C.F.R. 60-1.4(b), Copeland "Anti-Kickback" Act, (18 USC 874 and 40 USC 3145 and 29 CFR Part 3), § Contract Work Hours and Safety Standards Act, (40 USC 3702 and 3704), 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.

R. Labeling

Contractor agrees that all publication created with funding under this Contract 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."

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

To the extent applicable, the work to be performed under this Contract shall be 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 AND/OR FEMA assistance or HUD AND/OR FEMA 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 AND/OR FEMA assistance for housing.

To the extent applicable, the parties to this Contract shall agree to comply with HUD AND/OR FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

To the extent applicable, Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments

under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

To the extent applicable, Contractor agrees to include this section 3 clause in every Contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the Contract or subcontract or in this section 3 clause, upon a finding that any subcontractor is in violation of the regulations in 24 CFR part 135. Contractor's subcontractors will not subcontract with any subcontractors where such subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

To the extent applicable, non-compliance with HUD AND/OR FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD AND/OR FEMA assisted contracts.

To the extent applicable, with respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Contractor's Contracts 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).

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

U. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

V. No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other Party pertaining to any matter resulting from the Contract.

W. Procurement of Recoverable Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

- 1) competitively within a timeframe providing for compliance with the contract performance schedule;
- 2) meeting contract performance requirements; or
- 3) at a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

X. 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 request for payment (SF 270) (if applicable)
- Federally-owned property report
- Disposing of program assets

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.

AA. Other Contractual Provisions

Contractor further agrees to comply with Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA 4277-DR-LA (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.

V. MISCELLANEOUS PROVISIONS

A. No Assignment

No Party may transfer or assign this Contract 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 obligations 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 Contract.

B. Severability

The terms and provisions of this Contract are severable. Unless the primary purpose of this Contract would be frustrated, the invalidity or unenforceability of any term or condition of this Contract shall not affect the validity or enforceability of any other term or provision of this Contract. 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 Contract, and if such a provision cannot be reformed, enforce this Contract as set forth herein in the absence of such provision.

C. Applicable Law, Remedies, Venue and Controversies

This Contract shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Contract shall be resolved under the processes set forth in La. R.S. 39:1551 et seq. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Contractor agrees that any individual property owner is not party to this Contract; in no event shall Contractor pursue the property owner for payment and waives any rights it may have under the Louisiana Private Works Act (La. R.S. 9:4801, et seq.), or otherwise to assert a lien on the property.

D. Entire Agreement and Order of Precedence

This Contract, together with the RFEI, any addenda issued thereto by State, the proposal submitted by the Contractor in response to the RFEI, Task Orders, FEMA STEP Guidelines (Sheltering and Temporary Essential Power Pilot Program for FEMA-4277-DR-LA), Insurance and Indemnification, and any exhibits specifically incorporated herein by reference, constitute the entire Contract between the Parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary Contracts related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.

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

E. No Authorship Presumptions

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

F. Amendments, Supplements and Modifications

This Contract may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Contract. No oral understanding or Contract not incorporated into the Contract is binding on any of the Parties.

No amendment shall invalidate this Contract, nor relieve or release the State or Contractor from its obligations under this Contract. The State may, at its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. All amendments are subject to approval by the Office of State Procurement.

Any amendment to this Contract for services in the SAH program shall be in compliance within the scope of the grant from FEMA to GOSHEP under which the SAH Program is funded and reasonable for the completion of the Project scope.

G. No Personal Liability of Individual Representatives

No covenant or Contract contained in this Contract shall be deemed to be the covenant or Contract of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Contract shall be liable personally with respect to this Contract or be subject to any personal liability or accountability under this Contract by reason of the execution and delivery of this Contract.

H. Delay or Omission

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

I. Contract Approvals and Controversies

Neither Party shall be obligated under this Contract until all legally required approvals are obtained. Any claim or controversy arising out of this Contract shall be resolved in accordance with the Louisiana Procurement Code (La. R.S. 39:1551 et seq.), including La. R.S. 39:1673.

J. 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 Contract, receive funds, authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

K. Public Communications

Contractor shall not issue any public communications regarding the SAH Program and Contractor's activities under this Contract without the prior consent of the State.

L. 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.

M. Provision Required by Law Deemed Inserted

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

N. Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

O. No Third Party Beneficiaries

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

P. Notices

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered

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

To GOHSEP

Director
Governor’s Office of Homeland Security
and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, Louisiana 70806
Facsimile: 225.925.7500

To Contractor:

Q. Performance and Payment Bond/Performance and Payment Security

The undersigned fully agrees to deliver to the State within two (2) days of the execution of the Contract documents, a certified check or cashier’s check in the sum of seven hundred fifty thousand and 00/100 Dollars (\$750,000.00) made payable to the Department of the Treasury of the State of Louisiana. Contractor hereby agrees that this amount will be considered Performance and Payment Security and will be held in an escrow account to be used in the event of Contractor’s failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract. Contractor hereby agrees and acknowledges that failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract may result in forfeiture of Performance and Payment Security.

In the alternative of the above certified check or cashier’s check, Contractor may execute a Performance Bond. The undersigned further agrees to execute and deliver to State at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to seven hundred fifty thousand and 00/100 Dollars (\$750,000.00) and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of

Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to seven hundred fifty thousand and 00/100 Dollars (\$750,000.00).

R. Verification of Coverage

Contractor shall furnish the State 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 State before work commences.

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the State 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.

Contract shall include all subcontractors as insureds under its policies or Contractor 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 State reserves the right to request copies of subcontractor's certificates at any time.

S. Cooperation

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, Contractor does not have the right to limit or impede the State's right to audit or to withhold State owed documents.

T. 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 or a Contractor of the State.

U. Contractor Misconduct

Contractor, subcontractors, and their employees, are limited to working on only SAH approved work as directed by the Project Manager. Any deviation from approved work may be considered a breach of this contract. Contractor, subcontractors, and their employees, may not solicit or accept additional work outside of the approved SAH work. Any solicitation or acceptance of non-SAH work for personal financial benefit is prohibited by the Code of Government Ethics and this contract. Any solicitation, or acceptance of additional work, may be breach of the contract.

The following Exhibits and Attachments are attached hereto and incorporated herein:

Exhibit A: Scope of Services

Exhibit B: Insurance Requirements

Attachment I: FEMA Guidance

Attachment II: FEMA Right of Entry Form

Attachment III: SAH Emergency Repairs and Maintenance Pricelist

Attachment IV: Sample Task Order

(Balance of this page left blank intentionally.)

ATTACHMENT I

THUS DONE AND SIGNED AT _____, Louisiana on this _____ day of _____, 201__, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

CONTRACTOR: _____

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 201__, and IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY
PREPAREDNESS

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Exhibit A Scope of Work

Summary

The Shelter at Home Program is intended to help eligible residents impacted by the August 2016 flooding (FEMA Disaster No. 4277) to return to their homes with safe and code compliant utilities, HVAC, hot water, and temporary bathroom facilities. The goal is to provide minimal habitable level to allow for temporary shelter in homes. The program also provides expedient and temporary repairs to protect the home from further weather-related damage. Only residential properties where execution of the Shelter at Home program will allow the resident to return quickly and safely to their home are eligible for the program.

Only single-family, owner occupied residential properties are eligible which will allow the resident(s) to quickly and safely shelter within their home.

Residential properties are eligible only if flood water did not exceed 24” over the main living area of the building. Eligibility of homes with flood waters greater than 24” may be included based on a determination of the Program Management Contractor.

The homeowner will be responsible for identification of items to be salvaged prior to start of work. Any salvageable materials will be the responsibility of the homeowner.

Once eligibility and necessary repairs are determined by the initial assessment of the building, the Shelter at Home teams will complete tasks that include:

Inside the House

- The homeowner will be responsible for identification of items to be salvaged prior to start of work. Removal/storage/relocation within the home for any salvageable materials will be the responsibility of the homeowner.
- Remove drywall and other water-absorbing wall coverings damaged by flooding, to a level at least 24” above the apparent water line, including any insulation. Note: Fire-rated walls shall NOT be removed from any building.
- All flood damaged water-absorbing flooring material shall be removed, including carpet, carpet padding, and other water-absorbing flooring materials.
- All debris is to be removed to the street right-of-way per FEMA/AHJ guidance.
- Other types of flooring materials that remain usable, even though damaged, shall not be removed as part of this program.
- Plywood sub-floors shall not be removed.
- Clean and sanitize all exposed floor and wall surfaces in accordance with industry accepted practices where flooring or wall coverings were removed.
- The extent of any mold remediation will be determined by the Program Manager. Any mold remediation performed by the Contractor shall be affirmed as “clean” in accordance with industry standards at the completion of the Contractor’s work. Owner retained items are solely the responsibility of the property owner.

- In order to provide a temporary habitable dwelling, one temporary operable bathroom will be provided.
- Bathtub/shower unit, toilet and lavatory shall be cleaned and made operable. If damaged, PM shall make recommendations to establish a functional bathroom.
- Temporary provision for privacy shall be provided for the bathroom.
- In older homes, hazardous materials may be present, such as asbestos and lead, and it is the intent to minimize disruption of any hazardous material. In the event of suspected hazardous materials, and its disturbance is unavoidable to accomplish the work, the Program Manager must be notified for direction prior to its disturbance.
- Subject to the direction from the Program Management Contractor, deliver small appliances.
- If roof damage or leaking is present, inspect attic for wet insulation.
- Remove wet insulation from attic.
- Replace insulation on exterior walls and attic, where removed, as necessary to allow for proper climate control of essential sheltering area(s).

Electrical, HVAC and Hot Water

- Shelter at Home teams focus on the fastest method of returning utilities to the home, in compliance with applicable codes and local utility provider requirements.
- Inspection and testing by Louisiana licensed electrical Contractors is required followed by any needed repairs to make the home temporarily available for shelter. Any needed repairs to provide minimum electrical provisions shall be code compliant. Any hazardous circuits are to be neutralized. Minimum electrical provisions shall consist of lighting and receptacles. Lighting must be provided in any means of egress, the sleeping areas, and the bathroom. A minimum of 6 duplex receptacles shall be provided on 3 separate circuits in essential areas of shelter.
- Inspect and test natural gas lines for adequate function by a Louisiana licensed Contractor and per utility company guidance. Inspect, test and repair as necessary natural gas line valves and pipe to interior household appliances or equipment.
- Repair/replace damaged water heaters. Replacement water heaters must be sufficient to provide hot water not to exceed a size of 40 gallons.
- Minimum HVAC provisions shall consist of heat in the shelter areas as required by code. Existing HVAC systems shall be inspected, tested and repaired as necessary, as determined by the Program Manager.
- Smoke detectors and CO monitors (if gas fired appliances in home) shall be tested and made functional. These must be located in sleeping areas and areas immediately adjacent to these areas. If not already installed, these must be installed per manufacturer's instructions (Battery operated devices are acceptable).

Exterior Work

- Any emergency repairs necessary to provide a weatherproof structure are to be included, such as temporary roof, wall and window repairs. The intent is to provide absolute minimum repairs to prevent water intrusion.
- Conduct minor repairs such as patching, installation of new door hardware, and/or head or jamb repair. The program does NOT include replacement in kind of the existing door, but a door beyond quick repair will be replaced with an interim solution.
- Secure broken windows with minor carpentry or hardware repairs. If the repaired window is a required means of egress, it must continue to function as such.
- All existing accessible features shall be repaired, or if necessary, replaced. If determined by the Program Manager as needed for the household, the accessible features can be added so the household can access their home per the Uniform Federal Accessibility Standards.
- Minor carpentry to repair damaged front stairways or porches to allow safe entry and exit.
- Plumbing fixtures shall be connected to a sanitary sewer or to an approved private sewage disposal system. Contractor shall verify operation and repairs shall be made as necessary as determined by the Program Manager.
- Potable water is a requirement and Contractor shall verify operation, and repairs shall be made as necessary as determined by the Program Manager.

Program Management and Procedure

1. The State anticipates hiring multiple General Contractors with the capacity and resources for Shelter At Home (SAH) mobilization and execution of the Scope of Services. Contractor shall ensure that workers are properly licensed and shall obtain necessary permits to make the repairs.
2. For the purposes of planning work, each Contractor will be provided with a data set of property owner addresses. Attributes of each property shall include property type, Utility power service status, Utility gas service status, and any other available information that facilitates planning and executing the work.
3. The State shall designate a Project Manager for this Contract to ensure delivery in accordance with all Shelter At Home (SAH) Program protocols and policies and to serve as a liaison with the Program Management Contractor and the Program Team to support the Contractor in execution of the work.
4. The State, through its Program Management Contractor, will be responsible for the intake of property owners into the program and setting appointments for homeowner assessments and work order execution. The State will take responsibility for ensuring that all property owners requesting enrollment in the program are eligible to receive these benefits.
5. The Program Management Contractor will be expected to schedule appointments for inspections and to notify Contractor 24 hours in advance of appointments scheduled. Close communication and coordination between the State's Program Management Contractor and the selected Contractor will be essential to ensure that the Contractor has the appropriate resource capacity to keep pace with the appointments and that no appointments are missed by the Contractor. The Contractor will be required to assign staff as necessary to expertly and efficiently support this coordination.

6. Each Contractor will be required to use an Inspection Checklist and Work Order form to drive consistency in delivery across the entire program. The standardized protocols will also assist in confining the work to items allowable for FEMA reimbursement. Contractors will be expected to work cooperatively with the State in refining these tools and protocols over the first week of the program as improvements are identified and lessons learned are shared. The State, through its Program Management Team, will be responsible for revising the tools and templates for redistribution to the Contractors in an expeditious manner.
7. Contractors are expected to provide and utilize tablets or other means of electronically entering and managing all fields on the assessment and work order forms and documenting progression of the work. All completed assessments forms and subsequent production of work orders shall be delivered in electronic format, to the State's Project Manager within 24 hours of completion of the assessment. Contractors shall not execute any actual work in the residence that is not clearly identified as approved for SAH services on the assessment form and work order.
8. Contractors will be required to work with the State's Program Management team to ensure consistent and timely transmission of data for reporting purposes.
9. Contractor may subcontract a portion of the work, but must accept full responsibility for fulfilling the terms of the Contract.
10. There shall be no guaranty of a minimum number of assignments to any SAH Contractor. The State may in its sole discretion, require a reduction or termination of assignments to the any SAH Contractor based on the evaluation of the SAH Contractor's capacity or performance. The SAH Contractor shall have no rights against the State or the State's Program Management Contractor in connection with such reduction or termination.
11. All work completed in furtherance of this Contract by Contractor must be performed in accordance with customary wages paid in a particular region. The State's Program Management Contractor will monitor to ensure compliance with this provision by SAH Contractors. Davis Bacon requirements are not applicable to this Contract.
12. Clean and sanitize interior of residence to make habitable for purposes of temporary emergency shelter.

EXHIBIT B
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.

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 Contract.
 - c. 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 not release the Contractor from the obligations of the insurance requirements or indemnification.
 - 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 CONTRACT

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.

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.

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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.

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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 Contract.
- c. 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 not release the Contractor from the obligations of the insurance requirements or indemnification.
- 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 CONTRACT

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 IV
FEMA GUIDANCE



FEMA

August 22, 2016

MEMORANDUM FOR: Gerard 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 limited to FEMA-4277-DR-LA and 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



FEMA RECOVERY PROGRAM GUIDANCE

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;



FEMA

RECOVERY PROGRAM GUIDANCE

- l. Minor repairs to interior or exterior to provide safe access (e.g. stairs, ramps) and living environment;
 - m. Asbestos and lead assessment and abatement necessary to make repairs (not pre-existing paint and soldered plumbing fixtures);
 - n. Inspect, test and repair of natural gas lines, valves, and pipes;
 - o. Well decontamination if only source of potable water;
 - p. Inspect and minor repair of plumbing, and sewer or septic components and connections to ensure a safe and sanitary living environment;
 - q. Items and work necessary to ensure safe shelter for individuals with access and functional needs;
 - r. Mini-fridges for doctor prescribed medical needs.
- H. Any inspections for code compliance or safety necessary to accomplish work eligible under this program are also eligible for funding and not subject to the \$15,000 per property cap.
- I. Project management and oversight activities and State direct administrative costs are eligible and not subject to the \$15,000 per property cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting.
- J. Implementing the Program.**

The State will identify residences potentially appropriate for STEP. To be appropriate for STEP, a residence must:

1. Be located within the geographic area established by the GAR in the STEP request;
2. Be structurally sound, such that authorized temporary emergency repairs can be safely made, and with no impediments blocking access to the dwelling; and
3. Be reasonably able to serve as a suitable shelter upon completion of the temporary emergency repairs authorized under this program.

K. State Requirements.

1. The State will submit a formal request for approval of STEP.



FEMA RECOVERY PROGRAM GUIDANCE

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,



FEMA

RECOVERY PROGRAM GUIDANCE

- 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

RECOVERY PROGRAM GUIDANCE

VIII. ATTACHMENTS:

Right of Entry (ROE) Sample Form.

IX. ORIGINATING OFFICE: Recovery Directorate.

X. REVIEW DATE: This policy is in effect from the date in paragraph II above for these events.

Alex Amparo 8/22/16

Alex Amparo

Date

Assistant Administrator

Recovery Directorate

Please use ballpoint or roller ball pens and print clearly

For FEMA/State Use Only:	
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 Cancelation.”
- 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.

- 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.

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 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

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

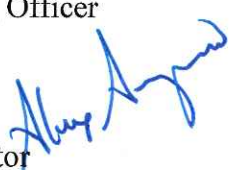
Printed Name: _____
(Indicate authorized organization and title) Title: _____



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

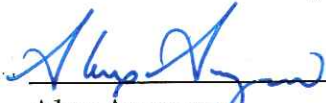
Amendment

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



FEMA

September 1, 2016

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

FROM: Alex Amparo *OK or fr*
Assistant Administrator
Recovery Directorate

SUBJECT: Amendment #2 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 revise Section VII. I to add additional guidance on eligible work and costs as follows:

I. Project management and oversight activities and State direct administrative costs are eligible and not subject to the \$15,000 per property cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting. In addition, construction contractors' costs for mobilization, general conditions and overhead that cannot be assigned to a specific property are not subject to the cap.

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

Attachment: *Amendment #2 to Sheltering and Temporary Essential Power (STEP)
Pilot Program Guidance for FEMA-4277-DR-LA*



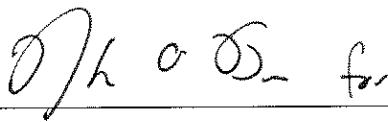
FEMA RECOVERY PROGRAM GUIDANCE Amendment

I. **TITLE:** Amendment #2 to Sheltering and Temporary Essential Power (STEP) Pilot Program for FEMA-4277-DR-LA

II. **DATE:** September 1, 2016

III. **AMENDMENT:** Section VII.I is amended by revising the section as follows:

- I. Project management and oversight activities and State direct administrative costs are eligible and not subject to the \$15,000 per property cap. Project management activities may include a call center to register impacted home owners, inspections, data and document collection, auditing of contractor documentation, outreach, contract monitoring and administration, quality assurance and quality control, and reporting. In addition, construction contractors' costs for mobilization, general conditions and overhead that cannot be assigned to a specific property are not subject to the cap.



Alex Amparo Date
Assistant Administrator
Recovery Directorate

Louisiana Shelter at Home (LASAH) Program

ATTACHMENT V

Emergency Repairs and Maintenance Pricelist

Item	Description	Unit of Measure	Unit Price
1	Electrical System, Inspect and Test	ea	\$ 527.04
2	Plumbing, Inspect and Test	ea	\$ 500.90
3	HVAC System, Inspect and Test	ea	\$ 554.94
4	Floor Covering, Remove	sf	\$ 1.57
5	Baseboards, Removal	lf	\$ 0.57
6	Drywall, Remove	sf	\$ 0.75
7	Drywall, Install (Do not tape, float, or paint)	sf	\$ 3.50
8	Insulation, Wall, Remove	sf	\$ 0.73
9	Insulation, Wall, Replace, R-13	sf	\$ 1.50
10	Insulation, Floor, R-19	sf	\$ 1.44
11	Dehumidifier (500 Square Feet)	sf	\$ 1.78
12	Interior Debris, Remove to Street Right of Way	cy	\$ 41.20
13	Clean and Sanitize	sf	\$ 1.59
14	Electrical Receptacles and Switches, Replace	ea	\$ 83.25
15	Electrical GFI Receptacle, Replace	ea	\$ 95.48
16	Electrical 220 volt Receptacle, Replace	ea	\$ 265.86
17	Electrical Main Panel, Clean and Repair	ea	\$ 370.13
18	Electrical Main Breakers, 200 Amp, Replace	ea	\$ 386.24
19	Electrical Auxiliary Panel, Replace	ea	\$ 733.46
20	Electrical Circuit Breaker, 2 Pole, Replace	ea	\$ 143.93
21	Electrical Circuit Breaker, GFI, Replace	ea	\$ 140.63
22	Electrical Disconnect Box, Clean and Repair	ea	\$ 213.89
23	Central HVAC Unit Testing	ea	\$ 743.24
24	Central HVAC Unit Repair	ea	\$ 1,350.49
25	Central HVAC Unit Replacement, SEER 12 (minimum)	Ton	\$ 2,396.06
26	Gas Line Replacement – Interior	lf	\$ 42.34
27	Ductwork, Clean and Sanitize	lf	\$ 26.73
28	Wall Heater, Clean and Test	ea	\$ 262.72
29	Door, Interior, Replace	ea	\$ 333.01
30	Door, Exterior, Standard Entry, Replace	ea	\$ 625.52
31	Cabinet, Interior, Remove and Re-install	lf	\$ 250.00
32	Sink, Bathroom, Re-install	ea	\$ 700.00
33	Sink, Kitchen, Re-install	ea	\$ 850.00
34	Toilet and Tank, Clean and Re-install	ea	\$ 344.32
35	Bathtub/Shower Unit, Clean	ea	\$ 170.11
36	Water Heater, Inspect and Test, Return to Service	ea	\$ 295.85
37	Water Heater, Inspect and Test, Repair	ea	\$ 702.24
38	Water Heater, Inspect and Test, Replace, 40 Gallon Max.	ea	\$ 1,443.88
39	Carbon Monoxide Detector, Hard Wired, Replace	ea	\$ 112.43
40	Carbon Monoxide Detector, Battery Operated, Replace	ea	\$ 103.28
41	Smoke Detector, Hard Wired, Replace	ea	\$ 102.83
42	Smoke Detector, Battery Operated, Replace	ea	\$ 71.55

Louisiana Shelter at Home (LASAH) Program

ATTACHMENT V

Emergency Repairs and Maintenance Pricelist

Item	Description	Unit of Measure	Unit Price
43	Handicapped Ramp, Replace	lf	\$ 255.98
44	Minor Roof, Exterior Skin Repair to Weatherproof Residence	sf	\$ 4.34
45	Window, Glass, Replace, Single Glazed	sf	\$ 3.94
46	Window, Replace, Single Hung, Single Glazed, Vinyl	sf	\$ 11.59
47	Access Porch, Replace	sf	\$ 43.30
48	Water Well Surface Pump, Repair	ea	\$ 1,039.84
49	Water Well Surface Pump, Replace	ea	\$ 1,697.06
50	Water Well Pressure Switch, Replace	ea	\$ 439.45
51	Water Supply, Decontaminate	ea	\$ 992.14
52	Septic Drain Field, Replace	ea	\$ 2,995.37
53	Sewer Line, Auger	lf	\$ 29.29
54	Sewage Ejector Pump, Replace	ea	\$ 2,162.75
55	Insulation, Attic, Remove	sf	\$ 1.24
56	Insulation, Attic, Replace	sf	\$ 2.32
57	Window Unit	ea	\$ 985.00
58	Mobilization, joint work order development, admin support and equipment required otherwise not billable	ea	\$ 1,500.00

**Request for Expression of Interest:
Shelter At Home - Repair Services for Disaster Grants
111PUR-16005**

Frequently Asked Questions

Response to Questions (GOHSEP's response to each question follows the question):

Response to Questions

1. Package states that prevailing wage rates will apply. Can the applicable wage decisions from DOL be provided so that contractors know which rates to apply?

The intent of the prevailing wages language is for contractor to pay customary wages in a particular region to its labor force.

2. Is any evidence of bonding/ability to bond required in the proposal phase? I didn't see that in the package only that if successful P&P bonds would need to be provided.

See, page 12 of the RFEI:

Contract, Labor and Materials Payment Bond, Performance Bond

If the Respondent is notified of an award under the RFEI, he agrees to execute a contract within 3 calendar days after notice from the State.

The Respondent further agrees, if awarded the contract, to execute and to deliver to the State within two (2) days of the execution of the Contract documents, a certified check or cashier's check in the sum of seven hundred fifty thousand and 00/100 Dollars (\$750,000.00) made payable to the Department of the Treasury of the State of Louisiana. Contractor hereby agrees that this amount will be considered Performance and Payment Security and will be held in an escrow account to be used in the event of Contractor's failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract. Contractor hereby agrees and acknowledges that failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract may result in forfeiture of Performance and Payment Security.

In the alternative of the above certified check or cashier's check, Contractor may execute a Performance Bond. The undersigned further agrees to execute and deliver to State within 2 days of contract documents are executed, and prior to starting work, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to seven hundred fifty thousand and 00/100 Dollars (\$750,000.00) and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to seven hundred fifty thousand and 00/100 Dollars (\$750,000.00).

Respondent shall waive all lien rights against the State and homeowner under the Private Works Act, (La. R.S. 9:4801 et seq Builder's Risk insurance and flood coverage will NOT be required.

3. Insurance requirements require professional liability. Can this be waived as it doesn't appear that any design work will be required?

Yes, Professional Liability can be waived for this RFEI for Repair Services contractors.

4. Would the state consider adding a unit line item per location for preliminary inspection/planning, permits, builders risk, etc? There will be some level of effort required at each assigned location. The contractor is uncertain at bid time, which units will be utilized and to what degree. A per location line item would allow the contractor to recoup these indirect preliminary costs, when it cannot determine which items will be utilized or not.

Yes, see item #58 of the Pricelist, for Joint Inspection, administration, development, etc.

The cost of permits will be reimbursed at actual expense, without markup, upon verified documentation of the expense paid by Contractor.

5. Are we to use mold remediation contractor or are water mitigation services, including spraying areas effected (sic) by the flood water with antimicrobial chemicals and dehumidification process suffice? Louisiana law requires to be licensed for mold remediation. Typically water mitigation services are acceptable practices.

Contractor is required to clean and sanitize interior of residence to make habitable for purposes of temporary emergency shelter. The extent of any mold remediation will be determined by the Program Manager. Any mold remediation performed is required to be performed in accordance with state law, which requires a licensed mold remediation contractor.

6. Can we get the determination page for the prevailing wage rates?

The intent of the prevailing wages language is for contractor to pay customary wages in a particular region to its labor force.

7. What is timeframe for completion of each work order as it is received?

This will be determined on a case-by-case basis by the State's Project Management contractor, who will assign the Work Orders/Task Orders.

8. Is certified payroll reporting going to be required or just on an inspection basis?

No certification is required. The intent of the prevailing wages language is for contractor to pay customary wages in a particular region to its labor force.

9. Will this contract have a requirement of following the Davis Bacon Wage Rate Act?

No.

- 10.** Will an “All Risk” Builders Risk Policy Be Required for the Shelter At Home Contract?
Builder’s Risk Insurance and flood coverage will NOT be required.
- 11.** Will Flood Insurance be required for the Shelter in Place Contract?
No. Flood insurance is NOT required.
- 12.** If the Shelter At Home project is Davis Bacon Prevailing Wage project, which rates shall be used for purposes of the Cost Response, as the scope of work for this project will take place in multiple parishes.
Davis Bacon does not apply. The intent of the prevailing wages language is for contractor to pay customary wages in a particular region to its labor force.
- 13.** Exhibit A, Scope of Work: In regards to Hazardous Material Identification, will the Program provide the contractor an Asbestos Survey or Lead Based Paint Risk Assessment prior to construction?
No, program includes single family, owner occupied residences and as such, Asbestos Surveys and Lead Based Paint Risk Assessments are not available.
- 14.** Who is responsible use for providing the electronic tablets? -Contractor or Program Manager?
The contractor is responsible for providing the electronic tablets as necessary
- 15.** How many days are allowed for construction? (pg. 2 of The Program Guidance specifies completion within 60 days of Right of Entry being signed but pg. 35 of the contract has a fillable line for construction duration)
In that the number of residences is unknown, the overall contract time is not yet determined.
- 16.** Are there any liquidated damages? (the contract has a fillable line for penalty amount)
No.
- 17.** Can the electrician and plumber and HVAC self-certify?
Certifications shall be provided by licensed contractors.
- 18.** Do they (electrician/plumber/HVAC) have to pull permits?
All requirements of the Authorities Having Jurisdiction (AHJ) must be met.
- 19.** Do we need building permits to start these jobs?
All requirements of the Authorities Having Jurisdiction (AHJ) must be met.

20. For clarification purposes, you need (8) copies of the technical portion --is this correct?

We need 8 copies of the proposal. See, page 4, IV, Expression of Interest Response Instructions.

21. As far as the redacted copy of the entire proposal, what all needs to be redacted?

This is at the proposer's discretion. If a response contains confidential information or proprietary information that respondent wants to avoid disclosing under the Public Records Act, a redacted version is required. Respondent should also comply with the other directives on page 4.

22. In reference to "REDACTED COPY", if our entire Response is considered Private, Personal, Proprietary and Confidential, are we to print that information on every page of the response of the Submittal?

No proposal should be marked private, personal, or proprietary in its entirety. As a public RFEI, the responses will be deemed subject to the Public Records Act. Specific pages of the proposal may be marked as confidential or proprietary, if respondent believes they fall within the exceptions to the Public Records Act. See page 4, IV and La. R.S. 44:1 et seq for more information.

23. Provide estimated number of homes anticipated to be awarded to each Contractor as the basis for unit cost pricing.

It is not possible to determine an approximate number of homes to be awarded to each contractor.

24. Is each home going to be issued as a separate Task Order or will multiple properties be included in a task order?

It is anticipated that multiple properties will be assigned in a task order.

25. The current price listing is limited to specific construction tasks. Will the State consider additional line items for project management/oversight per house?

A program management contractor is being engaged through a separate contract. Project management is not within the scope of this RFEI.

However, see, response to Q. 4. A line item has been added for pricing of the joint inspection.

26. The State allows for monthly invoices and will make reasonable efforts to pay within 30 days. Does the State consider this Program to be a "pay when paid" with respect to sub-contractor payments? Or will Contractor be required to fund sub-contractors and suppliers for an extended period of time?

The Shelter at Home Program is not a "pay when paid" program.

27. Due to past experiences, Contractors must have significant working capital to fund a program of this size. What level of working capital reserves are required for a Contractor to demonstrate adequate financial capacity to participate in this Program?

In determining a contractor's responsibility, evidence of the ability to obtain the required security or performance and payment bond should be indicia of a contractor's capacity to perform the contract.

28. How will prior damage assessments be determined as it relates to necessary coverage amounts and what the individual carriers, including NFIP, are contractually responsible for covering?

The damage assessments are to be conducted by the Program Manager and are not within with the scope of service of this contract.

29. For bonding purposes, do you have an estimate of the anticipated dollar value of the contract?

See, prior response to question No. 2 regarding the bond amount. Multiple contracts will be awarded and work will be task order based.

30. Description of Program states "...Assignments of work orders will be made by the Program Management Contractor to various contracts...". Please outline how the contractor selection process will be handled when issuing assignments? Will it be simply preference or will there be some sort of review criteria and selection board?

The process will be determined by the State's contracted Program Manager in conjunction with the State. It is anticipated that work would be allocated based on geography, as multiple parishes are impacted, and the contractor's ability to quickly mobilize and complete work.

31. How will State and FEMA financial auditing be conducted?

Auditing will be conducted in accordance with State and Federal law.

32. Will this program be tax exempt?

No.

33. Who approves the work? The Homeowner or the Assessor?

The Project Management vendor and associated inspector will approve the work.

34. In the event the Assessor approves the Work, if the Assessor is unavailable for a period of time due to the volume of homes to inspect, will there be an equitable adjustment in time and funding to compensate Contractor?

This is not anticipated to be an issue. The Program Manager is responsible for managing the workload in a timely manner.

35. For properties with no utilities (electric, gas, water...etc) who will have the responsibility for executing the required notices and permits? If there is no requirement to obtain permits, will Contractor be responsible to coordinate with Utility Companies to turn on power, gas, water...etc? In the event Utility Companies are delayed due to the volume of homes, will the Contractor be compensated for associated delays?

Yes, the contractor will be responsible to coordinate with the Authority Having Jurisdiction (AHJ) for the restoration of service. The contractor will not be compensated for delays associated with the coordination with the AHJ.

36. Will a Use and Occupancy certificate and/or a Mold Certificate be required?

The contractor is responsible for any required Use and Occupancy certificate as required by the AHJ.

37. Will there be a "final acceptance" requirement through FEMA for each and every single structure receiving services?

The Program Manager will finally accept the work performed on each structure in accordance with FEMA and State program guidance.

38. In the event labor and materials resources in the region become scarce and prices increase, will the State issue a Change Order to address the difference in wages and materials?

No change orders are anticipated or desired.

39. The contract specifies that the Contractor shall pay "all applicable taxes" in the execution of the Work. Is it the State's intention that the Contractor pay Sales Taxes in the remediation of the damaged homes?

Yes. Contactor must provide materials and sales taxes are applicable on those purchases.

40. The Contract requires Contractor's adherence to energy efficiency standards and policies in accordance with the State Energy Conservation Plan. Since the Work to be conducted is to put a home merely in a "habitable" condition, such energy efficiency requirements could not be adhered to with the current scope as presented. Please advise if the State will demand adherence to the energy efficiency standards in accordance with the State Energy Conservation Plan?

The State will not demand adherence to the energy efficiency standards in accordance with the State Energy Conservation Plan.

41. Will the properties' electrical service, wiring etc. need to be brought up to current NEC codes?

Any new work must be installed in accordance with code. It is not the intent to bring the entire property up to current code.

42. If any electrical items such as Electrical service, disconnects, etc. were flooded should these items be replaced?

The electrical contractor shall install/repair items as per requirements of the Authority Having Jurisdiction (AHJ).

43. What should we do with the existing branch wiring that was exposed to flooded waters?

The contractor shall install/repair items as per requirements of the Authority Having Jurisdiction (AHJ).

44. Should we make and repairs to the existing lighting if found inoperable?

The scope requires lighting to be provided for essential shelter areas of the home.

45. Is the project sales tax exempt? Will the government provide a sales tax exemption certificate?

No.

46. Is there a minimum contract guarantee? Minimum dollar amount per project/house?

No. See attached pricelist.

47. Will the Government provide comprehensive badging requirements? Is it required to have background checks on all personnel?

All requirements will be in accordance with FEMA and State program guidance and State law, including the Louisiana Procurement Code (La. R.S. 39:1551 et seq.).

48. Where will the designated parking area be for workers accessing the construction site?

As available in driveways and on-street. Blocking of street shall not be allowed.

49. Has the work area been checked for asbestos? What is the Governments' policy if asbestos products are encountered during construction? Abatement – lead, asbestos, mold, Chinese drywall, etc.?

No. Program includes single family, owner occupied residences and as such, Asbestos Surveys, Lead Based Paint Risk Assessments, mold and Chinese drywall surveys are not available.

50. Is the respondent to provide one or two electronic redacted copies? Both quantities are stated on page 4.

The respondent should provide one (1) electronic redacted copy on a flash drive or CD.

51. Do we need to submit a copy of our LA GC license?

Yes. Responses for this RFEI shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2192 for the classification of Building Construction. Failure to provide a copy of the license with the proposal will be grounds for the State to reject the proposal.

52. Will the contractor be handling monies? Is the Program Manager not doing this?

No third party funds will be handled by Contactor.

53. What is the construction submittal process? What is the turnaround time?

This is to be determined by the Program Manager.