

**REQUEST FOR PROPOSAL
(RFP)**

Home Evaluation Services for the Louisiana Road Home Program

1.0 Background

This RFP is to support the Road Home Program (RHP), for which ICF Emergency Management Services LLC (ICF) is the prime contractor. Currently, Louisiana residents impacted by Katrina or Rita are applying to receive benefits from the RHP. ICF is responsible for evaluating thousands of housing units for damages caused by Hurricanes Katrina or Rita. The State of Louisiana will use the data generated in these evaluations to determine and apportion benefits to applicants.

ICF is issuing this RFP to acquire support for home evaluation services as part of the RHP. Successful execution of the RHP will require performing up to 129,000 home evaluations during the period beginning October 1, 2006 and ending April 1, 2007. To assist in performing these evaluations ICF is seeking to add qualified subcontractors to our team. The intent of this RFP is to procure up to two qualified firms on a full and open competition basis and one or more qualified disadvantaged business enterprises. One of the full and open competition awards would be to support the quality assurance function described below.

Offerors should note the following:

- 1.1 Issuance of this RFP in no way constitutes a commitment by ICF to award a subcontract. ICF reserves the right, at its sole discretion, to accept or reject any or all proposals or to withdraw this RFP. ICF also reserves the right to waive minor irregularities or administrative informalities contained in any proposal.
- 1.2 In no event will ICF reimburse offerors for any direct or indirect costs associated with proposal preparation, oral presentations (if required), or contract negotiation. All material submitted in response to this RFP shall become property of the State of Louisiana upon receipt. All offers submitted will be retained and not returned to the offeror.
- 1.3 ICF reserves the right to make selections and awards, or perform further negotiations, on a "Best Value" selection basis; technical, managerial, past performance, cost and all other factors considered.
- 1.4 All successful offerors will be required to comply with the terms of the Basic Ordering Subcontract Agreement, including but not limited to:
 - 1.4.1 All referenced terms of the prime contract, including
 - 1.4.1.1 the requirement for insurance
 - 1.4.1.2 'Section 3' requirements
 - 1.4.2 Road Home Standards of Ethical Conduct
 - 1.4.3 Conflict of interest provisions
- 1.5 ICF will retain the list of offerors and reserves the right to make additional awards to additional companies should requirements necessitate additional resources for

faster or more concurrent performance at some point in the future. Specifically qualified firms will be considered for evaluations under the RHP small rental program that is currently being developed.

1.6 For the open competition awards offerors

- 1.6.1 May have up to two subcontractors, provided one subcontractor is a disadvantaged business. Otherwise, the limit is one subcontractor.
- 1.6.2 ICF reserves the right to review and approve all subcontracts between successful offerors and their team members.
- 1.6.3 Successful offerors must demonstrate the capability to rapidly deploy and manage 50 or more evaluators.

1.7 For the disadvantaged business award(s), offerors

- 1.7.1 May have up to two subcontractors.
- 1.7.2 ICF reserves the right to review and approve all subcontracts between successful offerors and their team members.

1.8 Attachments

- 1.8.1 Basic Ordering Subcontract Agreement
- 1.8.2 List of Road Home Parishes
- 1.8.3 Sample Work Order
- 1.8.4 HDP-RH Compensation Allowance Document
- 1.8.5 Bid Sheet

2.0 Schedule of Events and Submittal of Proposal

Please submit five copies of your proposal to the attention of:

Home Evaluation Services
The Road Home Program
P.O. Box 4549
Baton Rouge, Louisiana 70821

Hand-delivered proposals can be dropped-off at the Road Home Headquarters located at 301 North Street, 6th Floor, Baton Rouge, Louisiana. Alternatively, your proposal may be submitted electronically. Large electronic files should be submitted as .pdf or password protected zip files. Electronic submissions should be sent to

RHPEvaluationServices@road2la.org

Questions about this RFP should be emailed to the above address no later than 12 pm Tuesday, September 19, 2006.

A pre-proposal meeting will be held at 10 am (central time) on September 20, 2006, at 8282 Goodwood Boulevard, Baton Rouge, Louisiana. At that time, the evaluation process will be described and those questions we have received will be answered.

All proposals must be received on or before 1 pm (central time) on September 22, 2006.

3.0 Proposal Requirements

Your proposal should include the following:

- 3.1 Description of your firm to include name, type, business expertise, basic organization chart, address, point of contact, and phone number.
 - 3.1.1 Description of proposed subcontractors
 - 3.1.2 Indication as to the type of award (open competition or disadvantage business) that is being proposed.
 - 3.1.3 Indicate the type of evaluation your firm is interested in conducting (home evaluations or quality control evaluations). Those firms conducting home evaluations cannot conduct quality control evaluations and vice versa.
 - 3.1.4 Indication that firm has or will obtain appropriate state business licenses
 - 3.1.5 Indication of firm's ability/commitment to have insurance coverage in place in accordance with the requirement of Basic Ordering Subcontract Agreement
 - 3.1.6 Brief statement regarding the adequacy of the firm's financial capacity to perform the statement of work
 - 3.1.7 Description of the firm's presence in Louisiana and commitment to hiring Louisiana residents and subcontractors who employ or will employ Louisiana residents
 - 3.1.8 Description of recent major engagements in which firm assisted in the delivery of disaster-related assistance similar to statement of work requirements
 - 3.1.9 Description of any experience/characteristic of firm that would aid in evaluating the ability to accommodate this effort
 - 3.1.10 Firm's approach to executing the scope of work in all RHP Parishes
 - 3.1.11 Resumes of key personnel
 - 3.1.12 List of assumptions, if any.

3.2 Evaluation Criteria

Proposals should be no longer than 20 pages (not including resumes) and must include signed and dated representations and certifications that are attached. The contract will be a Basic Ordering Subcontract Agreement with task assignments to be issued on a Firm Fixed Price basis. Proposals will be evaluated on the basis of best value using the following evaluation criteria:

- 3.2.1 Technical approach
 - 3.2.1.1 Demonstrated effectiveness of offeror's approach to perform the various statement of work home evaluations in all RHP parishes
 - 3.2.1.2 Extent of proposed innovative methods to effectively accomplish the statement of work
- 3.2.2 Key personnel/Personnel management
 - 3.2.2.1 Demonstrated skills and experience level of the existing management team and home evaluation workforce as well as the effectiveness of the offeror's plan to recruit team members
 - 3.2.2.2 Ability to rapidly deploy 50 or more evaluators
 - 3.2.2.3 Degree of commitment to hiring Louisiana residents and subcontractors who employ or will employ Louisiana residents
- 3.2.3 Past performance

3.2.3.1 Extent of prior experience and demonstrated success in performing the required statement of work services under similar conditions

3.2.4 Cost

Also, your proposal must indicate that there would be neither an actual or apparent conflict of interest on the part of your firm in the event of an award of a subcontract; e.g., successful offerors will be precluded from the repairing homes where such repairs are funded with RHP grants monies; etc.

4.0 Scope of Work

4.1 Home Evaluation Scope of Work

A Home Evaluation may be performed for the homes owned by each qualified applicant to the RHP. For each evaluation, a Home Evaluator will be required to visit the applicant's home and perform an evaluation. Home Evaluations will consist of any one of the following five (5) types:

Type 1: Total Loss Units: These are units that are pre-defined as total losses. Replacement cost will be determined considering new construction costs on square foot basis. The following are required: GPS at center of footprint or front right corner of structure if available; Photos of work order, site, street, nearest structure, and homeowner if present; and report that includes photos, estimated square footage of house, outbuildings, site improvements such as paving, patio, decks, etc.

Type 2 Partially Damaged/Work in Progress Units: Significantly damaged units that either have un-repaired damage, or have work in progress to repair damage. The homeowner is assumed to be present or access provided (must be present for work in progress to provide details on items repaired). The cost estimate is limited to repaired or damaged portion only. The following are required: GPS at front right building edge; Photos of work order, site, street, nearest structure, Homeowner if present, all four sides of structure, all damaged or repaired rooms or structural elements; Completed report for all damaged and/or repaired items; and hazard mitigation survey

Type 3 Completed Units: Significantly damaged units which have completed repairs. Costs estimates are for the repairs only and the Homeowner must be present to provide details on items repaired. The following are required: GPS at front right building edge; Photos of work order, site, street, nearest structure, Homeowner if present, all four sides of structure, all damaged or repaired rooms or structural elements; Completed report for all damaged and/or repaired items; and hazard mitigation survey

Type 4 Appeal Evaluations: Evaluations performed if homeowners have appealed after the determination of their benefit from the Road Home Program. These require Expert level reviewer who will have copies of all other available homeowner information including proof of loss, receipts on repaired items, copy of appeal, FEMA or building official evaluations, etc. This will be a repeat of the previous evaluation effort

with homeowner present citing areas of agreement and disagreement and line by line basis for estimate. Resubmit all deliverables as per particular type of evaluation. Negotiate solution to extent possible or submit analysis of agreement/disagreement for resolution by rebuilding advisor.

Type 5 No Show or No Access Evaluations: Evaluations that are delayed or cancelled due to unavailability of homeowner or impediments to site access. The evaluator is expected to wait at least 30 minutes for homeowner. The evaluator will then take a GPS at center of footprint if possible, if not, edge of building; take photos of work order, site, street, nearest structure; and generate site drawing showing footprints and estimated square footage of house, outbuildings, site improvements such as paving, patio, decks, etc.

In addition to the five home evaluation types described above, the home evaluation process will also include a hazard mitigation survey. The hazard mitigation survey will consist of evaluating a house to determine what mitigation measures are feasible for a particular house. A checklist of eligible mitigation measures will be provided and the home evaluator will determine which of the eligible measures are feasible. (For cost estimating purposes it is reasonable to assume that the hazard mitigation survey can be completed in fifteen minutes.

Additionally offerors must meet the following requirements:

- a. You shall hire, train, and direct evaluators, and direct the home evaluation process, including the aforementioned hazard mitigation survey.
- b. You shall schedule and perform each evaluation. ICF will provide completed electronic or hard copy Work Orders which will provide you with all information necessary for performing evaluations, including the type of evaluation to be performed.
- c. Evaluations must be scheduled within two (2) working days and completed within five (5) calendar days of receiving the Work Order. Should scheduling within this time frame not be possible through no fault of the successful bidder, e.g., homeowner is not available, a note will be attached to the daily home evaluator summary.
- d. Evaluators will be responsible for entering housing data into a Tablet PC, which will be used to calculate repair/replacement costs. This Tablet PC will be loaded with Housing Developer Pro-Road Home version (HDP-RH) software, a home-related program tailored to the Road Home project. (*Note: A trial version of the HDP software used in this program can be downloaded at www.enterprisefoundation.org/resources/software/index.asp*).
- e. A Home Evaluation Compensation Allowance Document must be delivered electronically within fourteen (14) days of completing the home evaluation.
- f. Evaluators are required to be conversant and fluent in English. Provisions must be made to provide evaluators and/or translators that are conversant and fluent in Vietnamese, Korean, and French. In addition, provisions must be made to provide individuals who can assist evaluators who conduct evaluations with applicants who are hearing-impaired.

Successful offerors shall provide daily summaries of work. The summaries will include the name of the evaluator conducting the evaluation, the date and time evaluation was scheduled, the date and time the evaluation was conducted, and the date the final approved compensation allowance document was submitted. Daily stand up meetings and weekly home evaluator meetings are held at the Road Home headquarters in Baton Rouge. It is expected that key personnel, including the project manager, IT specialist, and/or logistics manager will attend those meetings. Attendance at the home evaluator meetings may be by phone.

4.2 QUALITY CONTROL EVALUATION SCOPE OF WORK

The anticipated scope of work for quality control evaluations is very similar to that described above for home evaluators and consists of the following:

- a. You shall hire, train, and direct quality control evaluators, and direct the quality control process, including the aforementioned hazard mitigation survey.
- b. You shall schedule and perform each quality control evaluation. ICF will provide completed Quality Control Work Orders, which will provide you with all information necessary for performing the quality control evaluations, including the type of evaluation to be performed, i.e., total loss, work in progress, etc. as described above.
- c. Quality Control Evaluations must be scheduled with two (2) calendar days and completed within seven (7) days of receiving the Work Order.
- d. Quality Control Evaluators shall be responsible for entering housing data into a Tablet PC, which will be used to calculate repair/replacement costs. This Tablet PC will be loaded with Housing Developer Pro-Road Home version (HDP-RH) software, a home-related program tailored to the Road Home project. (*Note: A trial version of the HDP software used in this program can be downloaded at www.enterprisefoundation.org/resources/software/index.asp*).
- e. A Quality Control Home Evaluation Compensation Allowance Document must be delivered electronically within five (5) calendar days of completing the home evaluation.
- f. Evaluators are required to be conversant and fluent in English. Provisions must be made to provided evaluators and/or translators that are conversant and fluent in Vietnamese, Korean, and French. In addition, provisions must be made to provide individuals that can assist evaluators that conduct evaluations with applicants that are hearing-impaired.

For costing purposes offerors should assume the following:

- 10% of all home evaluations will be subject to this type of evaluation
- Supervisory level reviewer to perform evaluation
- Homeowner agrees (and that agreement is documented) that an evaluation may be repeated at their home.

Successful offerors shall provide daily summaries of work. The summaries will include the name of the evaluator conducting the evaluation, the date and time evaluation was scheduled, the date and time the evaluation was conducted, and the date the final approved Compensation Allowance Document was submitted. Daily stand up meetings and weekly home evaluator meetings are held at the Road Home headquarters in Baton Rouge. It is expected that key personnel, including the project manager, IT specialist,

and/or logistics manager will attend those meetings. Attendance at the home evaluator meetings may be by phone.

5.0 ANTICIPATED PERIOD OF PERFORMANCE

October 2006 to June 2007.

6.0 ASSUMPTIONS

Please use the following assumptions when generating your cost quote. These assumptions apply to both the home evaluation and quality control bidders:

- 6.1 Each evaluator will be required to undergo and pass a criminal background check and drug test.
 - 6.1.1 Evaluators must be computer literate and able to use the Tablet PC and HDP-RH software, cellular phones, a GPS tool, and a digital camera.
 - 6.1.2 Evaluators will be required to take and pass a three-day training course prior to commencing evaluations.
 - 6.1.3 Evaluators must be courteous to applicants and efficient.
 - 6.1.4 Evaluations will be performed throughout the state of Louisiana, concentrating on areas most directly impacted by Hurricane Katrina.
 - 6.1.5 Unit cost allowances for housing-related items (e.g., drywall, carpet) will be provided by ICF in the HDP-RH software package.
 - 6.1.6 Meetings will occur in the Road Home Headquarters in Baton Rouge.
 - 6.1.7 All information generated during the Home Evaluation process must be held confidential and the security of that information must be ensured.
 - 6.1.8 Evaluators will carry and use when necessary appropriate health and safety equipment including gloves, tyvek suits, respirators, boots and hard hats, but will not enter or remain on properties if physically threatened by unsafe site conditions or hostile environments.
 - 6.1.9 Daily summaries of evaluations will be provided to ICF.
 - 6.1.10 Compensation Allowance Documents are reviewed for Quality Control purposes by ICF; any identified errors will be corrected at no additional costs.

- 6.2 COSTS:
 - 6.2.1 Cost of equipment purchased for evaluators will be reimbursed separately on an actual cost basis. The other direct costs (ODCs) will include:
 - 6.2.1.1 the Tablet PC,
 - 6.2.1.2 license fee for the HDP-RH software package,
 - 6.2.1.3 extra computer battery,
 - 6.2.1.4 digital camera and memory cards,
 - 6.2.1.5 GPS unit,
 - 6.2.1.6 backpack computer case,
 - 6.2.1.7 appropriate health and safety equipment
 - 6.2.1.8 incidental tools required for evaluations (e.g., measuring wheels, tape measures, safety equipment) required for evaluations (not to exceed \$100 per evaluator).

- 6.2.2 Development costs, including recruiting, training, internal procedures and scope development should be amortized over the costs of all evaluations performed by your company. Please provide a unit cost for conducting each of the five (5) types of evaluations with all development costs factored into the unit rate. However, please provide a breakdown of the components and costs that are rolled into the unit rate.

6.3 SAFETY

An approved Safety Plan must include at least the following:

- 6.3.1 A requirement that all evaluators wear safety shoes with steel toes and shanks while performing evaluations.
- 6.3.2 Evaluators being required, and must have the ability, to carry and use (when necessary) appropriate health and safety equipment including gloves, goggles, tyvek suits, respirators, boots and hard hats, but will not enter or remain if physically threatened by unsafe site conditions or hostile environments.
- 6.3.3 A requirement that no ladder or over water work will be performed by evaluators.

7.0 Cost estimates

Offerors must provide the attached Bid Sheet indicating their firm fixed price for each type of evaluation performed. Offerors should indicate how the prices decline with the numbers of evaluations delivered. No show evaluations have been assigned a cost of \$0 (zero). Offerors should roll the costs of these evaluations into their costs for the other evaluations.

Attachment 1.7.1

Basis Ordering Subcontract Agreement

BASIC ORDERING SUBCONTRACT AGREEMENT

This agreement ("Agreement") dated the _____ day of _____ 2006 is between ICF Emergency Management Services, L.L.C. ("Contractor") and _____ ("Subcontractor").

WHEREAS, Subcontractor offers unique services and desires to provide Contractor with such services; and

WHEREAS, Contractor has entered into an agreement to provide services to its Client ("Prime Contract") and desires to utilize Subcontractor's services as provided herein to assist Contractor in the performance of such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **BASIC ORDERING AGREEMENT NUMBER: XXXXXXXXX**

2. **PURPOSE**

2.1 The purpose of this Basic Ordering Agreement is to provide a mechanism whereby the parties may, from time to time, develop Task Assignments for services to be performed within the terms and conditions set forth herein.

3. **GENERAL TERMS AND CONDITIONS**

3.1 General terms and conditions applicable to this Basic Ordering Agreement are set forth in Appendix A, attached hereto and incorporated by reference herein.

4. **SCOPE OF WORK**

4.1 The General Scope of Work ("SOW") is set forth in Appendix B, attached hereto and incorporated herein by reference. The individual services to be performed on a task basis ("Services") shall be within the SOW and shall be clearly defined in each Task Assignment.

5. **ADDITIONAL TERMS & CONDITIONS**

5.1 **PRIME CONTRACT CLAUSES**

5.1.1 Subcontractor shall perform the Services in accordance with the applicable prime contract clauses. Subcontractor's attention is specifically directed to the list of applicable prime contract clauses set forth in Appendix C, attached hereto and incorporated herein by reference.

5.2 **CONFLICT OF INTEREST / BUSINESS ETHICS**

5.2.1 Subcontractor warrants that neither its entering into this Agreement nor its performance of any Services hereunder will result in an actual or apparent conflict of interest on its part. Subcontractor shall perform the Services in accordance with the Conflict of Interest/Business Ethics Agreement attached hereto and incorporated herein by reference as Appendix D. Failure of Subcontractor to promptly disclose a conflict of interest shall constitute a material breach of this Agreement.

6. **TERM OF AGREEMENT**

6.1 The terms and conditions of this Agreement shall be in effect from _____ through _____.

7. **TASK ORDERING PROCEDURES**

7.1 Task Assignments shall be developed by the Parties for each specific project. Contractor shall hold verbal discussions with the Subcontractor to develop a mutually agreed upon Task

Assignment Statement of Work and Price. Task Assignments may be Firm Fixed Price (FFP) or Time and Materials (T&M) type.

- 7.2 Changes to the Task Assignments shall be made in writing.
- 7.3 Deliverables shall conform to the technical requirements and time schedules set forth in the Task Assignment.

8. TIME AND MATERIAL RATES

- 8.1 For Time and Materials Type Task Assignments, in consideration for Services performed, Contractor shall pay Subcontractor the hourly fees (inclusive of salary, indirect costs, and fee) set forth below.

Labor Category / Name	\$	per hour
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- 8.2 Other direct costs, including transportation, lodging, telephone, computer usage, and other actual direct expenses will be reimbursed to the same extent that such actual costs are allowable and allocable under the Prime Contract.

9. INVOICES

- 9.1 Subcontractor shall submit a separate invoice for each Task Assignment. All invoices under this agreement shall be submitted in an original and three (3) copies to Contractor's Contracts Manager designated herein.
- 9.2 Subcontractor shall submit invoices by the tenth (10th) day of each month following the month in which the Services were performed.
- 9.3 Subcontractor agrees to maintain separate records of time and expense charges incurred for services rendered.
- 9.4 Each invoice shall contain the following certification signed by an authorized representative of the Subcontractor:

"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."
- 9.5 Subcontractor shall be paid within ten (10) business days of Contractor's receipt of payment from the Client for Subcontractor's services. Each invoice shall contain all invoice data required in the prime contract as it relates to the Services.

10. NOTICE

- 10.1 Contractor's Deputy Program Manager for Administration, Mr. George Lowden, is the only representative of Contractor who is authorized to approve changes in the Services or approve any change to the payment terms or amounts. Such changes made by Subcontractor without written authorization by Contractor's Project Manager shall be performed at Subcontractor's sole risk and expense.
- 10.2 Contractor's Contract Manager for this Agreement is Ms. Jeannette Geise and she may be contacted at 703.934.3461 and via email at Jgeise@icfi.com. Invoices and Deliverables shall be submitted to the Contract Manager and all questions concerning payment of invoices shall be referred to the Contract Manager.
- 10.3 Notice given by any party shall be in writing and shall be deemed given five (5) calendar days from the date deposited with the United States Postal Service, postage prepaid, return receipt requested, with a commercial courier service for overnight delivery, or upon actual delivery to the other party at the address listed below:

Contractor:

ICF Emergency Management Services, L.L.C.
9300 Lee Highway
Fairfax, VA 22031
Attn: Ms. Jeannette Giese

Subcontractor:

Attn:

11. ENTIRE AGREEMENT

11.1 Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, Subcontractor and Contractor have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

FOR: CONTRACTOR

FOR: SUBCONTRACTOR

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Date

Date

APPENDIX A

SUBCONTRACT GENERAL TERMS & CONDITIONS

INCORPORATED INTO SUBCONTRACT NO. (OR DATED) _____

BETWEEN _____ AND _____

1. **WARRANTIES.** Subcontractor hereby warrants that the Services shall be of professional quality and performed consistent with generally accepted industry standards. Time is of the essence. Subcontractor warrants that none of the Deliverables infringe on any intellectual property rights of any third party. In addition, Subcontractor warrants that the prices charged hereunder are not in violation of law or regulation and that Subcontractor's assigned technical and management personnel are well qualified to perform the Services. For a warranty period equal to that of the Prime Contract (as defined below), Subcontractor shall promptly correct any defect or deficiency related to its Services at its sole expense. The above warranties shall also extend to Contractor's Prime Contract Client.

2. **INCORPORATION OF THE PRIME CONTRACT.** Subcontractor assumes toward Contractor all of the obligations and responsibilities that Contractor assumes toward its Client in the contract between the Contractor and its Client ("Prime Contract") as it relates to the Services. The Prime Contract is incorporated herein by reference.

3. **TAXES.** Except as otherwise specified herein, the prices for Services shall include all applicable federal, state, local and other taxes.

4. **CONTRACTOR-SUPPLIED ITEMS.** Contractor shall provide to Subcontractor such data, site access and other items as are expressly set forth in this Agreement as being provided by Contractor.

5. **CONFIDENTIAL INFORMATION.** All information developed or disclosed by Contractor or its Client under this Agreement shall unless, otherwise stated by Contractor, be deemed to be Contractor's and / or the Client's Proprietary and Confidential Information ("Confidential Information"). Oral communications pertaining to the Services shall be presumed to be Confidential Information unless otherwise indicated by Contractor.

Confidential Information shall not be disclosed by Subcontractor to any other person except to its employees who need access to such Confidential Information to the extent necessary to ensure proper performance of the Services and who have agreed to abide by the provisions of this section.

Confidential Information shall not be used by Subcontractor for any purpose other than as reasonably necessary for the proper performance of the Services.

Subcontractor shall not be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the Contractor; or (3) is required to be released by law or court order (but only after actual prior written notice has been delivered to Contractor).

Subcontractor shall return all Confidential Information relating to this Agreement to the Contractor upon request of the Contractor or upon termination of this Agreement, whichever occurs first. This Section shall survive termination of this Agreement.

6. **DELIVERABLES.** All documentation, software, ideas and all other material first produced by Subcontractor

under this Agreement (collectively, "Deliverables") shall be the sole and exclusive property of the Contractor. Subcontractor agrees that the Deliverables shall be deemed works made for hire and that Contractor shall retain and own all copyright, patent, trade secret, trademark and any other intellectual property right in the Deliverables. If for any reason the Deliverables are not considered works made for hire owned by the Contractor by operation of law, Subcontractor hereby irrevocably assigns to Contractor all right, title and interest in the Deliverables. Upon request, Subcontractor agrees to execute all written documents necessary for Contractor to establish, preserve or enforce its rights to the Deliverables. Subcontractor agrees not to assert and hereby irrevocably waives any moral rights that it may have in the Deliverables. Subcontractor hereby irrevocably assigns to Contractor all moral rights in the Deliverables.

Notwithstanding the paragraph immediately above, the Contractor acknowledges that in the course of its performance under the Agreement the Subcontractor may use pre-existing products, materials and methodologies proprietary to the Subcontractor ("Pre-existing Works"). To the extent Subcontractor provides any Pre-existing Works hereunder, Subcontractor hereby grants to Contractor a nonexclusive, worldwide, perpetual, irrevocable, paid-up license to prepare and have prepared derivative works of the Pre-Existing Works, and to use, have used, publish, execute, reproduce, transmit, display, perform, transfer, distribute, and sublicense the Pre-Existing Works and such derivative works, in any medium or distribution technology, and to grant others the rights granted herein.

7. **CONFLICTS OF INTEREST.** Subcontractor warrants that neither its entering into this Agreement nor its performance of any Services hereunder will result in an actual or apparent conflict of interest on its part. For purposes hereof, a conflict of interest includes, but is not limited to, circumstances under which Subcontractor may become biased with respect to the Services, gain an unfair competitive advantage or otherwise not be in the best interest of the Client with respect to the Services. Subcontractor further warrants that it will promptly notify Contractor of any such actual or apparent conflict of interest of which it becomes aware after the execution of this Agreement. Failure of Subcontractor to promptly disclose a conflict of interest shall constitute a material breach of this Agreement.

8. **BRIBES.** Subcontractor shall not directly or indirectly offer, promise or pay any compensation or give anything of value to any official, agent or employee of any government, governmental agency or political party or any candidate for political office on behalf of or for the benefit of the Contractor or Client.

9. **LICENSES AND PERMITS.** Subcontractor warrants that it has or shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse Subcontractor's failure to strictly comply with the terms hereof.

10. **CONTACTS WITH CLIENT.** Subcontractor shall not communicate with Contractor's Client regarding the Services except as expressly authorized by Contractor.

11. **SITE CONDITIONS.** Subcontractor represents that it has had an opportunity and/or has carefully examined all applicable drawings, specifications, Governmental restrictions,

permits and license requirements, and all laws and rules applicable to the work to be done under this Subcontract, has examined the site of the work, its surroundings and the local conditions; has made all investigations based on reasonably available information that are necessary to develop a full understanding of the hazards and difficulties which may be encountered and are likely to impact the cost or schedule to perform the Services; and has special qualifications for performing the Services in strict accordance with the Prime Contract requirements as well as those requirements under this Agreement.

12. CHANGES. No change in the Services ("Change" or "Changes") shall be made without the express written authorization of Contractor. Subcontractor shall make all claims for Changes within ten (10) calendar days of the date that Subcontractor knew or should have known of the basis for such claim. Such notice shall clearly state the nature of the asserted Change, the action proposed by the Subcontractor to implement the Change and the proposed equitable adjustment in cost and/or schedule. Out-of-scope services performed by Subcontractor without such written authorization from Contractor shall be at Subcontractor's sole risk and expense. Contractor may require Changes within the general scope of work of the Services or as required by its Client under the Prime Contract. Subject to Contractor's review of Subcontractor's justification, an equitable adjustment, if appropriate, may be made in the Subcontract price and/or schedule, as appropriate. In event of a dispute relating to a claimed change, the dispute shall be addressed in accordance with the Disputes provisions of this Agreement. Pending final resolution of the dispute, Subcontractor shall proceed with the Services as directed by the Contractor

13. EMPLOYEE PERFORMANCE. Subcontractor shall immediately remove from performing the Services any employee (including employees of lower tier subcontractors or consultants) that Contractor deems unresponsive, uncooperative or a hindrance to the performance of the Services and shall promptly recommend a suitable replacement for Contractor's approval. Persons so removed shall not be used in the future for the Services without the express written authorization of the Contractor. Subcontractor warrants that it will only utilize personnel and lower tier subcontractors who are adequately trained and experienced to properly perform the Services in a safe and efficient manner.

14. SEXUAL HARASSMENT. Subcontractor, its employees and agents shall not engage in sexual harassment or make lewd or derogatory comments during the performance of the Services or while on the work site. Failure of the Subcontractor to take immediate and forceful action to prevent sexual harassment shall subject Subcontractor to penalty up to and including termination of this Agreement for cause.

15. INSPECTIONS. Contractor or its Client may inspect and otherwise evaluate the Services at any reasonable time and place but such review or approval is for Contractor's sole benefit and shall not relieve Subcontractor from its representations and obligations set forth in this Agreement. If any of the Services fail to meet the requirements hereof, Contractor shall notify Subcontractor of such fact, stating the nature of the deficiency. Subcontractor shall promptly correct any such deficiencies at no additional cost to Contractor. Subcontractor shall maintain complete and accurate working files, including but not limited to, calculations, interpretations, assumptions, estimates, logs, drawings, equipment calibrations and other records pertaining to the Services. Subcontractor shall provide Contractor with unrestricted access to such items and dispose of them only as directed by Contractor. Subcontractor shall strictly comply with all applicable protocols, procedures, specifications and other guidelines or requirements for performing the Services.

16. ACCEPTANCE. Acceptance of the Services is conditioned upon final acceptance by Contractor's Client under

the Prime Contract. Payments, including final payment, shall not constitute acceptance, nor does any payment or final acceptance release Subcontractor from any warranty hereunder.

17. SUPPORTING DOCUMENTATION. Upon request by Contractor, Subcontractor shall provide legible copies of equipment logs, field notes, research notes, purchase orders, labor logs, lien waivers, proof of payment of lower-tier subcontractors, if applicable, and other applicable supporting documentation with each invoice sufficient to justify the amount claimed in the invoice.

18. CURRENCY OF PAYMENT. All payments shall be in United States Dollars (\$US).

19. FINAL PAYMENT/RELEASE. Subcontractor's acceptance of final payment hereunder constitutes a release of all claims and liabilities which the Subcontractor may have against the Contractor or Client relating to this Agreement.

20. LIENS. Subcontractor hereby waives its right to file any lien in connection with the Services and shall not enter into any agreement creating such a right in any other party.

21. SET-OFF. Contractor may set-off against amounts payable to Subcontractor under this (or any other) Agreement any claim Contractor may have against Subcontractor.

22. TERMINATION FOR CONVENIENCE. Contractor may at its sole convenience terminate this Agreement or an individual Task Order issued hereunder, in whole or in part, and require Subcontractor to cease performance of the Services. In event of such termination event, Subcontractor shall be paid only for the Services properly performed prior to such termination, for obligations that have been incurred prior to termination that extend beyond the date of termination; and for any actual and reasonable costs associated with such termination, including levying of termination or subletting fees related to leases secured in performing the Services. Subcontractor waives all claims for profits not earned as a result of such termination.

23. TERMINATION FOR DEFAULT. Contractor may terminate this Agreement or an individual Task Order issued hereunder, in whole or in part:

a) If Subcontractor fails to make progress so as to endanger the timely completion of the Services and fails within three (3) calendar days to initiate appropriate corrective action,

b) If any proceeding by or against the Subcontractor in bankruptcy or insolvency or appointment of a receiver or trustee or assignment for the benefit of creditors is made

c) If Contractor notifies Subcontractor of specified service or quality problems and Subcontractor fails to cure said problems or make substantive progress towards curing the problems within ten (10) days of receiving notice of the problems;

d) If Subcontractor materially breaches the terms of this Agreement, and such breach is incapable of remedy, or is not remedied within ten (10) days of receiving notice of such breach.

In event of such termination event, Subcontractor shall be paid only for the Services properly performed prior to such termination, for obligations that have been incurred prior to termination that extend beyond the date of termination; and for any actual and reasonable costs associated with such termination, including levying of termination or subletting fees related to leases secured in performing the Services. Subcontractor waives all claims for profits not earned as a result of such termination.

In the event of a Termination for Default, Contractor may, without prejudice to any other rights or remedies, complete

performance of the Services either directly or through others, and Subcontractor shall be liable for all related costs reasonably incurred by the Contractor to complete or correct the Services, and for other costs resulting from the Subcontractor's failure to perform hereunder.

24. STOP-WORK. Notwithstanding any other provision hereof, Contractor may, by notice to Subcontractor, suspend all or any portion of the Services. Subcontractor shall stop all such Services immediately upon receipt of Contractor's stop-work order and shall promptly resume the Services after receipt of direction from the Contractor to proceed. Stop-work orders issued for conditions or circumstances unrelated to the Subcontractor's fault or negligence shall result in a reasonable adjustment in the contract schedule.

25. INDEMNIFICATION. Subcontractor shall defend, indemnify and hold the Client, Contractor, Contractor's subsidiaries, affiliates, directors, officers, agents and employees, and each of them harmless against any injury, death, damages, suit, claim or other loss ("Loss"), including expenses and actual attorneys fees, arising from or related to personal injury, death, damage to real or tangible property, or intellectual property infringement caused by Subcontractor's negligence or willful misconduct related to the Services provided under this Agreement.

The obligations under this section 25 shall survive termination of this Agreement.

26. INSURANCE. During the term hereof, Subcontractor shall maintain the minimum insurance coverage specified in Appendix C – Prime Contract Terms and Conditions.

27. REMEDIES. For any Deliverable or Service that is not accepted by the Contractor and / or the Client, the Subcontractor shall re-perform. If Subcontractor is unable to perform as warranted, the Subcontractor shall be liable for all related direct damages assessed.

In no event shall either the Contractor or the Subcontractor be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.

Claims by the Client against the Contractor based on the Subcontractor's performance hereunder are deemed to be direct damages for purposes of this section 28. Subcontractor shall indemnify and hold the Contractor harmless from any Loss caused by such a claim made by the Client against the Contractor based on Subcontractor's performance hereunder.

28. DISPUTES. Any dispute relating to this Agreement shall be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The panel shall meet for a maximum of three (3) calendar days. Should this dispute resolution be unsuccessful, or if the panel has failed to meet within 2 weeks of demand for such a meeting, the matter may be submitted by either party to binding arbitration in accordance with the rules and procedures of the American Arbitration Association then in effect. No written or oral representation made during the course of any panel proceeding or other settlement negotiations shall be deemed a party admission. Pending any decision, appeal, suit or claim pursuant to this Section, the Subcontractor shall proceed diligently with the Services.

29. INDEPENDENT CONTRACTOR. For purposes hereof, Subcontractor is an independent contractor, and shall not be deemed to be an employee or agent of Contractor. Subcontractor shall indemnify and hold Contractor harmless against all liability and loss resulting from Subcontractor's

failure to pay all taxes, contributions, fees and other amounts imposed by any government under employment insurance, social security and income tax laws, and with respect to any injury or loss, including death, of any of Subcontractor's employees.

30. ASSIGNMENT/SUBCONTRACTING. Subcontractor shall not assign this Subcontract nor any rights or obligations herein, nor subcontract any of the Services, without Contractor's prior written consent. Subcontractor shall remain liable to Contractor for all obligations and liabilities set forth in this Agreement without regard to whether Subcontractor directly performs the services or delegates performance to lower tier subcontractors or consultants.

31. PUBLICITY AND PUBLICATIONS. Subcontractor shall obtain Contractor's written approval prior to the release of any publicity, publication or information of any nature in connection with this Subcontract.

32. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of the contract documents, the following order of precedence shall apply:

- A) Prime Contract Terms and Conditions
- B) The Subcontract Agreement
- C) The Scope of Work
- D) General Terms and Conditions (Appendix A)
- E) Fee Schedule
- F) Other contract documents

33. REMEDIES AND NON-WAIVER. Failure of Contractor to insist upon strict conformance with the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof. Except as otherwise expressly stated herein, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. Any waiver must be in a writing designated as such and signed by Contractor, and shall be applicable only to the extent set forth therein.

34. COURSE OF DEALING. No course of dealing between the parties hereto nor failure by the Contractor at any time, or from time to time, to enforce any term or condition of this Agreement or of a work order shall constitute a waiver of such term or condition, nor shall such course of dealing or failure affect such term or condition in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such term or condition.

35. SEVERABILITY. The invalidity of any provision hereof shall not affect the validity of any other provisions or this Agreement as a whole.

36. COMPLIANCE WITH LAW. Subcontractor shall indemnify Contractor for any liability, penalty or other loss incurred or imposed by reason of a violation or asserted violation by Subcontractor of laws applicable to the Services. Subcontractor's failure to strictly comply with applicable environmental law shall constitute a material breach of this Agreement. Subcontractor shall comply with all laws applicable to Subcontractor, including without limitation, the Fair Labor Standards Act of 1938, laws relating to equal employment opportunity, utilization of small business concerns and small disadvantaged business concerns, employment of the handicapped, employment of veterans of the Vietnam era and to the environment.

Subcontractor shall immediately notify the Contractor of any asserted violations of applicable law by the Subcontractor or its lower-tier subcontractors or consultants; a previously undisclosed release or threatened release of a Hazardous Substance; a governmental inspection or request for

information related to the Services; or the discovery of any condition or circumstance likely to impair the ability of the Subcontractor to properly perform the services within the established budget and schedule.

37. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

38. GOVERNING LAW. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia without regards to Virginia's conflict of laws principles. Both parties unless prohibited by law hereby consent to personal jurisdiction and venue in the courts of Fairfax County, Virginia or a federal court located in Virginia if any suit is brought under the terms of or relating to this Agreement.

39. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

40. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, shall not affect the construction or meaning of this Agreement

41. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof, and contains the entire agreement of the parties. No modification or other change to this Subcontract shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

42. DAVIS BACON ACT. The parties acknowledge that all work performed under this Agreement and any Task Orders issued as a result of this Agreement are subject to strict compliance with the Davis Bacon Act as required by Federal Law.

APPENDIX B

STATEMENT OF WORK

Subcontract Agreement Statement of Work (SOW) shall be the SOW from the prime contract. Insert prime contract SOW here.

APPENDIX C

Prime Contract Clauses

To the extent any of the terms and conditions set forth in this Appendix C are inconsistent with those found in the body of the Agreement, the terms and conditions of this Appendix C shall control.

The following clauses are hereby incorporated in full text and by reference. The clauses incorporated by reference have the same force and effect as if they were given in their full text.

- (a) This Agreement incorporates the prime contract clauses listed below and elsewhere herein in full text and by reference. The text of each clause shall be deemed to be modified with respect to the identification of parties as provided in (b) and (c) below. The clauses incorporated by reference have the same force and effect as if they were given in full text.
- (b) Unless one of the exceptions provided in (c) below shall apply: the term "Contract" shall mean "Subcontract"; the term "Contractor" shall mean "Subcontractor"; the term "Government" or "Client" shall mean "Contractor"; and the term "Contracting Officer" shall mean the "Contractor's Director of Contracts or other authorized official."
- (c) The following instances are exceptions to the general rules of construction as provided in (b) above:
 - (1) Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Prime Contract Client, its officers or agents, or the prime contractor specifically;
 - (2) Where an explicit provision of this Agreement states a contrary intent;
 - (3) Where access to proprietary financial information or other proprietary data is required;Or
 - (4) Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.
- (d) References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere herein. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of the Prime Contract.

PRIME CONTRACT TERMS AND CONDITIONS

STATE FURNISHED RESOURCES

The State will provide Contractor with reasonable facilities (to the extent available) and timely access to data, information, and personnel of the State.

Contractor shall make reasonable efforts to notify the SPM of meetings and conference calls with HUD, Louisiana Recovery Authority, or other governmental agencies concerning the implementation or operation of the Road Home Program. SPM and Contractor will determine whether Contractor's participation in such meetings or conference calls is appropriate. Additionally, Contractor shall make reasonable efforts to provide SPM with copies of any correspondence or e-mails with HUD, Louisiana Recovery Authority, or other governmental agencies concerning the implementation or operation of the Road Home Program.

TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract.

PAYMENT TERMS

Due to the expedited time requirements for deliverables under Phase One, compliance by the Contractor or subcontractors with the State travel regulations is not required hereunder.

Any revisions or additions to the labor categories, rates, unit prices, or ODC's must be approved by the SPM.

Contractor shall notify the SPM when 75 percent (75%) of the maximum fee for Phase One has been expended in order to maximize the effective use of the remaining authorized funds.

TERMINATION

TERMINATION FOR CAUSE

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

Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving ninety (90) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

INDEMNIFICATION & LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State 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 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 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) the State's unauthorized modification or alteration of a Product; ii) the State's use of the Product in combination with other products not furnished by Contractor; iii) the State'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 State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For any deliverable or service which is not accepted pursuant to Section 1.2.6 above, upon request from the State, the Contractor shall re-perform the Services at no additional charge. If Contractor is unable to re-perform the Services in an acceptable manner, the State shall be entitled to recover the fees paid to Contractor for that portion of the Services which failed to be accepted.

Neither Contractor nor any of its subcontractors shall have any responsibility and/or liability for any claim brought by any third party arising out of or relating to the design, development, and/or validity of the Louisiana Road Home Housing Recovery Program.

Except as provided above in the second and third paragraphs of this Section 5, Contractor shall be allowed to charge as an expense under this Contract, all reasonable costs and fees incurred by it in defending and/or paying any claim brought by any third party against it arising out of, directly or indirectly, Contractor's performance of its obligations under this Contract.

The parties agree that: (i) this Contract is not a "public contract" as defined in La. R.S. 38:2211(A) (10); (ii) the scope of work hereunder is not "public work" as defined in La. R.S. 38:2211(A) (12); and (iii) the prohibitions of La. R.S. 38:2195 are not applicable to any matters or claims arising out of Contractor's performance of its obligations under this Contract.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, or the dollar amount of the specific portion of the Contract in dispute. 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.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26.

FUND USE

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

ASSIGNMENT

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

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the Commissioner, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

CONTRACT MODIFICATION

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

CONFIDENTIALITY OF DATA

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the State.

All financial, statistical, personal, technical and other data and information relating to the State's operation that are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or that become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

OWNERSHIP

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 materials 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.

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 related to this Contract and/or obtained or prepared by Contractor 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.

Notwithstanding the preceding paragraphs, the term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor or its suppliers and any trade secrets, know-how, methodologies and processes related to Consultant's products or services, all of which shall remain the sole and exclusive property of Contractor or its suppliers. Subject to the terms of this Contract, Contractor grants to the State a non-exclusive, non-transferable, perpetual license to use the Contractor Property contained in the deliverables provided hereunder for the purposes of this Contract.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and all rules and regulations by the Secretary of Labor in Section 201 of E.O. 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, sexual orientation, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Contract.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by an authorized representative of the Insurance Company, shall be filed with the State of Louisiana. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. Said policies shall not hereafter be canceled, permitted to expire, or be changed without the insurance companies endeavoring to provide thirty (30) days' notice in advance to the State of Louisiana.

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

Commercial General Liability Insurance: The Contractor shall maintain during the life of this Contract such Commercial General Liability Insurance that shall protect the Contractor, the State, and any subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the

Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$5,000,000.

Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$2,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

APPLICABLE LAW

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

CODE OF ETHICS

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

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the Project 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 Project.

Contractor will disclose, within fifteen days of the time they arise, any related party affiliations between any Louisiana elected official or employee of the Office of Community Development or the Louisiana Recovery Authority.

Upon written request of the Contractor, the State may agree in writing to waive 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 the 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 waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

SEVERABILITY

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

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. 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.

"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

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

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

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

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

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

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

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

CHANGES

The State may, from time to time, request changes in the Statement of Work to be performed. Such changes, including any increase or decrease in the amount of the compensation, which are mutually agreed upon by and between the Contractor and the State, shall be incorporated in written amendments to the Contract.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES

The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project. The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State and federal and local governments.

COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST

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

Appendix D

Conflict of Interest/Business Ethics Agreement

This Conflict of Interest/Business Ethics Agreement (this "Agreement") is dated and effective as of this _____ day of _____ 200[], by and among ICF Emergency Management Services, L.L.C. (the "Contractor"), and _____, (the "Subcontractor") (both the Contractor and the Subcontractor each individually, a "Party" and together the "Parties").

WITNESETH

WHEREAS, the State of Louisiana through the Office of Community Development ("OCD") is receiving funds through the Community Development Block Grant Program for disaster recovery necessary due to Hurricanes Katrina and Rita;

WHEREAS, the Louisiana Recovery Authority ("LRA"), which is statutorily responsible for policy development related to federal hurricane recovery funding, has proposed a program to assist homeowners called *The Road Home* Housing Program (the "Program");

WHEREAS, OCD has chosen the Contractor to implement the Program by acting as the State of Louisiana's agent to operate Housing Assistance Centers, conduct outreach, accept and process applications for financial assistance, verify applicants' eligibility, determine amounts of assistance in accordance with State guidelines, provide advisory services to property owners, negotiate purchases and sales of properties (or assignments or options), assist owners in clearing land titles, create/maintain a comprehensive management information system, provide for a process for mediation of disputes between vendors and homeowners, and perform other duties as required to manage the Program and comply with all federal, state and local laws, regulations and contractual requirements (collectively, the "Program Services");

WHEREAS, the Contractor and Subcontractor have entered into this Agreement (the "Agreement") pursuant to which the Subcontractor will provide services as described in the Agreement (the "Services") in accordance with the terms and conditions specified in the Agreement;

WHEREAS, in connection with the Subcontractor's performance of the Services under the Agreement, the Contractor and Subcontractor recognize the potential for situations which would present a conflict of interest between the Contractor's interest in the performance of the Services and the interests of the Subcontractor and/or its management, employees, subcontractors, independent contractors and agents in their individual, personal capacities;

WHEREAS, the Parties agree that a conflict of interest exists when the personal interests of the Subcontractor's management, employees, subcontractors, independent contractors or agents conflict with the interests of the Contractor with respect to the performance of the Services ("Conflict of Interest");

WHEREAS, it is the desire of the Contractor and the Subcontractor to avoid any such conflict of interest and to agree to a policy intended to avoid and/or mitigate any such conflicts of interest; and

WHEREAS, pursuant to the Agreement between OCD and the Contractor, the Contractor has agreed to comply with the Louisiana Code of Governmental Ethics and to require that any of Contractor's subcontractors likewise agree to comply with the Code of Governmental Ethics.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and the Subcontractor hereby agree as follows:

1. Conflict of Interest.

1.1 The Subcontractor hereby agrees that it will not undertake any work on behalf of any of its management, employees, subcontractors, independent contractors or agents in connection with claims or

potential claims against the Contractor (and/or its management and employees ("Contractor Parties") and which are related to or arise out of the performance of the Program Services ("Program-related Claims").

1.2 The Subcontractor agrees that in the event a Conflict of Interest exists, none of its management, employees, subcontractors, independent contractors or agents shall, in furtherance or support of any Program-related Claim, be permitted to utilize any contacts or position with the Subcontractor or any information or other resources available to the Subcontractor as a result of the performance of the Services.

1.3 Subcontractor agrees to undertake a continuing obligation to disclose to the Contractor any actual, apparent, or potential Conflict of Interest relating to the Subcontractor's performance of the Services and will diligently seek to identify any potential organizational Conflicts of Interest that Subcontractor may encounter during the performance of the Services. The Subcontractor agrees to notify the Contractor immediately in writing upon receiving knowledge that a Conflict of Interest exists or may exist. Such notification will include a description of the Conflict of Interest and the Subcontractor's proposal to resolve it.

1.4 The Contractor agrees that, in the event there is a Conflict of Interest with respect to the Contractor and any of the Subcontractor's management, employees, subcontractors, independent contractors or agents, such management, employee, subcontractor, independent contractor or agent shall be permitted to assist the Subcontractor in the performance of Services hereunder to the extent that such assistance shall not conflict with the Subcontractor's obligations and ability to perform the Services.

1.5 Contractor and Subcontractor recognize and acknowledge that some of their management, employees, subcontractors, independent contractors and agents will, in their individual, personal capacities, have Program-related Claims which may arise and which are potentially adverse to the interests of Contractor. Subject to the limitations and restrictions set forth in this Agreement, including the prohibitions against the use of Subcontractor personnel and resources in support of such claims, the Contractor and Subcontractor recognize and acknowledge the right of such individuals to pursue such claims.

2. Existence of Conflict.

2.1 In the event a Conflict of Interest exists and becomes known to the Subcontractor, the Subcontractor shall promptly notify the Contractor of such Conflict of Interest and the Parties shall attempt to resolve the Conflict of Interest on such terms and in such a manner as can reasonably be agreed between the Parties. If the Parties are unable to reach an agreement resolving such Conflict of Interest to the reasonable satisfaction of the Contractor, the Contractor reserves the right to terminate the Agreement.

2.2 In the event the Subcontractor fails to timely disclose a Conflict of Interest in accordance with Section 1.3, the Contractor may:

declare the Subcontractor to be in default of its obligations under the Agreement and seek appropriate remedies;

terminate the Agreement; and/or seek damages.

No failure by the Contractor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any order or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by this Agreement or applicable law.

3. Compliance with Laws, Governmental Approvals and Policies.

3.1 In connection with the performance of the Services, the Subcontractor agrees to comply in all respects with any and all statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, mandates, directives, codes, standards or guidelines (to the extent such are mandatory), policies (to the extent such are mandatory) or requirements, or any similar form of decision of or determination by, or any interpretation or administration of, any of the foregoing (collectively, "Laws") by any central, national, federal, state, provincial, regional, municipal, or local government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the Subcontractor or the Services, whether now or hereafter in effect.

Subcontractor and its management, employees, subcontractors, independent contractors and agents will at all times strictly obey, abide and comply with any and all Laws applicable to this Agreement. The Subcontractor will, and will use its best efforts to cause its management, employees, subcontractors, independent contractors and agents to, at all times strictly obey, abide and comply with any and all clearance, authorization, consent, approval, license, lease, ruling, permit, certification, exemption or registration, including without limitation those necessary, appropriate or applicable to Services performed hereunder (collectively, "Governmental Approvals"). The Subcontractor agrees to immediately notify the Contractor if potential violations of any Laws or Governmental Approvals arise at any time during the term of this Agreement.

3.2 Without limiting the foregoing obligation, and to the extent applicable to this Agreement, the Subcontractor will, and will use its best efforts to cause its management, employees, subcontractors, independent contractors and agents to, comply with the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*).

4. Indemnification. The Subcontractor shall, and does hereby indemnify, defend and hold harmless each of the Contractor Parties from and against any and all liabilities, claims, demands, debts, damages, fines, penalties, losses, causes of action, suits, expenses and costs of any nature whatsoever (including but not limited to court, arbitration and attorney's costs and fees) suffered by the Contractor and directly or indirectly arising out of or incurred as a result of the failure of the Subcontractor and/or its management, employees, subcontractors, independent contractors or agents to comply with the provisions of this Agreement.

5. Survival. The provisions of Section 3 and Section 4 of this Agreement shall survive the termination or expiration of this Agreement.

6. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana without regard to principles of conflicts of laws.

7. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the matters which are the subject hereof, and supersedes all agreements, understandings and communications between the Parties related to the subject matter hereof. This Agreement may be modified only by written amendment, duly executed by both Parties hereto.

8. Enforceability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable as to one or both of the Parties hereto, all other provisions nevertheless shall remain effective and binding on the Parties hereto.

9. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Contractor and the Subcontractor and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

Attachment 1.7.2

List of The Road Home Parishes

List of Road Home Parishes

1. Calcasieu
2. Cameron
3. Jefferson Davis
4. Acadia
5. Vermilion
6. Lafayette
7. Iberia
8. St. Martin
9. St. Mary
10. Assumption
11. Terrebone
12. St. James
13. St. John the Baptist
14. St. Charles
15. Lafourche
16. Jefferson
17. Orleans
18. St. Tammany
19. St. Bernard
20. Plaquemines

Attachment 1.7.3

Sample Work Order

The Road Home Program

Home Evaluation Work Order Sheet

*Please complete all fields, * = Required Fields*

Application ID#:	<input type="text"/>	*
Homeowner Name:	<input type="text"/>	*
Co-Homeowner:	<input type="text"/>	*
Address of Site:	Number: <input type="text"/>	Direction: <input type="text"/>
Address of Site2:	Name: <input type="text"/>	Type: <input type="text"/>

(Address Example: 125 E. Elm Street... The Address Number is 125, the Address Direction is E., the Address Name is Elm, the Address type is Street)

City:	<input type="text"/>	*	Zip Code: <input type="text"/>
Parish:	<input type="text"/>	*	*
Work Phone #:	<input type="text"/>		
Home Phone #:	<input type="text"/>		
Cell Phone #:	<input type="text"/>		
Indicate preferred phone number	<input type="checkbox"/> Work Phone <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone		

Property Description:

Is access to property secured or locked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tax Parcel ID#:	<input type="text"/>
Living Area: (square ft.)	<input type="text"/>
Stories:	<input type="text"/>
Foundation	<input type="checkbox"/> Slab <input type="checkbox"/> Pier <input type="checkbox"/> Block <input type="checkbox"/> Other
No. Bathrooms:	<input type="text"/>
No. Bedrooms:	<input type="text"/>
Auxiliary Building?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, How many?	<input type="text"/>
Special Amenities	<input type="text"/>

(Special Amenities examples: pool, wheelchair ramp, handicap-accessible rooms, wrap-around porch, carport, gazebo)

Office Use Only

Advisor Name: *

Advisor Phone Number: *

Type of Evaluation Required

100% Destroyed
Partially Damaged
Work in Progress
Completed Work *

Is the property/structure a:
 Single Unit
 Double Unit
 Condominium
 Other

HOME EVALUATOR:

(Please verify the type of Property)

100% Replacement Estimate Required Yes
 No *

Is House Gutted? Yes
 No

Owner's presence is required if property is secured/locked and/or of Evaluation 'Work in Progress' or 'Completed Work' is required.

Owner would like to be present for the Evaluation Yes
 No *

Will the owner require assistance during the evaluation? Yes
 No

Person Designated to assist

Assigned Evaluator

Work Order Date (mm/dd/yyyy) *

SUPPLEMENTAL INFORMATION

Homeowner: Please answer the following questions

Additional name(s) on the property title:

Is the house already elevated Yes
 No

Is there a garage? Yes
 No

If so, is it attached to the house? Yes
 No

Are there any additional apartments in the house or on the property? Yes
 No

If so, how many?

Did flood waters enter the house? Yes
 No

The roof was/is: Fully Destroyed
 Partially Damaged
 Not Damaged

The property's insulation was/is: Fully Destroyed
 Partially Damaged
 Not Damaged

The HVAC system was/is: Fully Destroyed
 Partially Damaged
 Not Damaged

Flooring (anywhere in house)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Flooring Repairs Completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Drywall (anywhere in house)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Drywall Repairs Completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roof?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Roof Repairs Completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
HVAC?	<input type="checkbox"/> Yes <input type="checkbox"/> No	HVAC Repairs Completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Kitchen?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Kitchen Repairs Completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bathroom?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Bathroom Repairs Completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Attachment 1.7.4

HDP-RH Compensation Allowance Document



COMPENSATION ALLOWANCE DOCUMENT

9/14/2006

Address: 12345 N Central Street

Unit: Unit 01

Spec #	Spec	Qty	UoM	Unit Price	Total Price
Trade:	1 General Requirements				
10	OWNER ACCEPTS SCOPE OF WORK	1	DU	0.00	\$0.00
10000	GPS COORDINATES	1	EA	0.00	\$0.00
120	FINAL CLEAN	11	RM	12.00	\$132.00
24	MANUFACTURER'S SPECS PREVAIL	1	GR	0.00	\$0.00
30	WALL NAMING PROTOCOLS	1	EA	0.00	\$0.00
31	CONSTRUCTION DEFINITIONS	1	GR	0.00	\$0.00
35	VERIFY QUANTITIES/MEASUREMENTS	1	GR	0.00	\$0.00
37	ELECTRICAL PERMIT REQUIRED	1	EA	0.00	\$0.00
38	PLUMBING PERMIT REQUIRED	1	EA	0.00	\$0.00
39	HVAC PERMIT REQUIRED	1	EA	0.00	\$0.00
44	HOUSE RAISING SURVEY	1	EA	550.00	\$550.00
50	BUILDER'S RISK	124	M	20.00	\$2,480.00
51	INSURANCE REQUIREMENTS	1	AL	20.00	\$20.00
7	CONSTRUCTION MANAGEMENT SERVICES	1	AL	1,900.00	\$1,900.00
77	NEW MATERIALS REQUIRED	1	GR	0.00	\$0.00
80	CODES AND ORDINANCES	1	GR	0.00	\$0.00
90	1 YEAR GENERAL WARRANTY	1	DU	0.00	\$0.00
9005	HISTORIC STRUCTURE	1	AL	0.00	\$0.00

1 General Requirements Subtotal: \$5,082.00

Trade: 10 Carpentry

2350	FLOOR--REFINISH WOOD	100	SF	4.10	\$410.00
2409	BASEBOARD--COLONIAL 3 1/4" ENTIRE HOUSE LEVEL	1,785	SH	2.45	\$4,373.25
2640	SIDING---VINYL	2,000	SF	4.21	\$8,420.00
2935	WINDOW--ALUM DBL HNG DBL GLZ	2	EA	487.56	\$975.12
3360	DOOR--PREHUNG PASSAGE	7	EA	589.27	\$4,124.89
8460	KITCHEN--COMPLETE	1	EA	10,515.70	\$10,515.70

10 Carpentry Subtotal: \$28,818.96

Trade: 15 Roofing

4580	TEAR OFF AND REROOF SHINGLES	2,800	SF	1.87	\$5,236.00
4755	FASCIA 1"X 6"	150	LF	5.96	\$894.00
4760	SOFFIT	150	LF	7.76	\$1,164.00

15 Roofing Subtotal: \$7,294.00



COMPENSATION ALLOWANCE DOCUMENT

9/14/2006

Address: 12345 N Central Street

Unit: Unit 01

Spec #	Spec	Qty	UoM	Unit Price	Total Price
Trade: 17 Drywall & Plaster					
5305	DRYWALL-FUR/HANG/FINISH/PAINT	2,490	SF	2.41	\$6,000.90
17 Drywall & Plaster Subtotal:					\$6,000.90
Trade: 18 Ceramic Tile					
5425	TILE--CERAMIC FLOOR OR WALL	90	SF	18.69	\$1,682.10
18 Ceramic Tile Subtotal:					\$1,682.10
Trade: 20 Floor Coverings					
5920	UNDERLAY AND VINYL TILE	985	SF	6.55	\$6,451.75
5970	CARPET AND PAD	700	SF	5.20	\$3,640.00
20 Floor Coverings Subtotal:					\$10,091.75
Trade: 21 HVAC					
6100	GAS HEAT, ELECTRIC A/C	1	EA	9,157.00	\$9,157.00
21 HVAC Subtotal:					\$9,157.00
Trade: 23 Electric					
7425	200 AMP INTERIOR BREAKER PANEL	1	EA	1,514.70	\$1,514.70
7445	METER SOCKET--200 AMP	1	EA	195.00	\$195.00
7740	LIGHT FIXTURE AND SWITCH	4	EA	162.38	\$649.52
7816	FIXTURE--HEAT, LIGHT, VENT	2	EA	236.53	\$473.06
8110	REWIRE TO CODE--PER ROOM	1	EA	768.83	\$768.83
23 Electric Subtotal:					\$3,601.11
Trade: 30 Elevation					
10001	RAISE HOUSE SLAB 1-4'	2,000	SF	47.52	\$95,040.00
30 Elevation Subtotal:					\$95,040.00

Address: 12345 N Central Street Unit: Unit 01 Total: \$166,767.82

Total: \$166,767.82

Attachment 1.7.5

Bid Sheet

BID SHEET

**Home Evaluation Services
For
The Road Home Program**

Note to Bidders:

Use this sheet to indicate your proposed unit prices for the 4 types of evaluations listed in the RFP. As indicated in Section 6.2, your costs for recruiting, training, development of procedures and protocols, and any other related non-equipment cost should be amortized over the costs of all evaluations performed by your company. In addition to completing the table below, also provide a separate table or spreadsheet that provides your assumptions and a breakdown of the components that are rolled up into your unit price.

Type 1 Evaluation – Total Loss Units: \$ _____ per evaluation.

Type 2 Evaluation – Partially Damaged/WIP \$ _____ per evaluation.

Type 3 – Completed Units \$ _____ per evaluation.

Type 4 – Appeal Evaluations \$ _____ per evaluation.