

STATE OF LOUISIANA

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY



**REQUEST FOR PROPOSALS
FOR
CONSULTING SERVICES TO ADMINISTER THE LOUISIANA SWEET
POTATO ADVERTISING AND DEVELOPMENT COMMISSION
ADVERTISING, PROMOTION AND PUBLIC RELATIONS PROGRAM**

RFP #: 160234-LDAF-SP-17-01

PROPOSAL DUE DATE/TIME: July 28, 2016, 10:30 AM CST

ISSUE DATE: July 8, 2016

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1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) issued by the LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY (herein referred to as the State or LDAF) for the purpose of providing consulting services to administer the LOUISIANA SWEET POTATO ADVERTISING AND DEVELOPMENT COMMISSION (herein referred to as the Agency or Commission) advertising, promotion and public relations program. The selected Proposer shall be responsible for the following tasks:

- Develop an advertising, promotion and public relations program strategy;
- Design and production of creative materials that assist in the implementation of the program approved by the Commission;
- Media research, planning and buying, media contacts, trafficking of creative materials, invoice auditing, and servicing the account, principally targeted to the print media; and
- Development and coordination of a promotion and public relations program as may be appropriate and approved by the Commission, including print materials and promotional items.

1.2 Background

The Commission is an agency created by the State Legislature and is comprised of R.S. 3:451 through R.S. 3:458, established within the Louisiana Department of Agriculture & Forestry.

Funding available to the Commission comes from assessments paid by handlers, processors and shippers of Louisiana sweet potatoes. Proposed funds available to carry out this program shall total approximately \$450,000.00 for a three (3) year period, not to exceed \$150,000.00 for year one (1), \$150,000.00 for year two (2), and \$150,000.00 for year three (3).

The Commission is responsible for carrying out a program of advertising, promotion and public relations to increase the consumption of Louisiana sweet potatoes both within the state and out-of-state. Through this program, the Commission seeks to present a positive message to the consumer that Louisiana sweet potatoes are nutritious and healthful and should be included in everyone's diet, and, in fact, should be increased in use.

1.3 Contract Services or Work

Appendix B, Section III details the contract services or work, and Section II (C) details the contract deliverables or desired results that the Commission requires of the selected Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or before September 1, 2016 and continue through June 30, 2019. The Commission has the right to contract for up to three (3) years upon approval. In no event shall the term of the contract exceed thirty-six (36) months.

2.2 *Pre-proposal Conference*

NOT APPLICABLE FOR THIS SOLICITATION

2.3 *Proposer Inquiries*

Written questions regarding RFP requirements or the Services or Work shall be submitted to the RFP Coordinator listed below.

Wanda P. Ward
ATTN: RFP Coordinator
LA Department of Agriculture & Forestry

Mailing and Delivery Address:
5825 Florida Boulevard, Suite 1000
Baton Rouge, LA 70806

Telephone: (225) 922-1245
Fax: (225) 237-5702
Email: Wanda_w@ldaf.state.la.us

The Commission will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries and requests shall be received no later than 4:00 PM CDT on the date specified in the Schedule of Events. The Commission reserves the right to modify the RFP should a change be identified that is in the best interest of the Commission.

Potential proposers must clearly label inquiries and request for clarification with “**RFP#: 160234-LDAF-SP-17-01**” in the subject line of submissions sent via fax or email. Inquiries sent through postal mail shall be directed to the attention of “RFP Coordinator” as shown above.

Official responses to all questions submitted by potential proposers will be posted by 4:00 PM CST on the date specified in the Schedule of Events on the State of Louisiana Procurement and Contract Network (LaPAC) at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only Mr. René Simon, Director of the Commission has the authority to officially respond to Proposer’s technical questions on behalf of the Commission. Any communications from any other individuals are not binding to the Commission or State.

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2.4 Definitions

TERM	DEFINITION
<u>Contractor</u>	<u>A firm or individual who is awarded a contract</u>
<u>Proposal</u>	<u>A response to an RFP</u>
<u>Proposer</u>	<u>A firm or individual who responds to an RFP</u>
<u>RFP</u>	<u>A request for proposals</u>
<u>Shall, Must, or Will</u>	<u>Denotes mandatory language; a requirement that must be met without alteration</u>
<u>Should, Can, or May</u>	<u>Denotes desirable, non-mandatory language</u>

2.5 Schedule of Events

EVENT	DATE
<u>General release of RFP</u>	July 8, 2016
<u>Deadline for receipt of written inquiries</u>	July 20, 2016
<u>Issue responses to written inquiries</u>	July 22, 2016
<u>Deadline for receipt of proposals</u>	July 28, 2016
<u>Finalist oral presentations (if applicable)</u>	<u>To be announced</u>
<u>Announce award of “Successful Proposer” (tentative)</u>	August 12, 2016
<u>Contract execution (tentative)</u>	August 15, 2016

NOTE: The State of Louisiana reserves the right to amend/change this schedule of RFP events as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 *Minimum Qualifications of Proposer*

Proposers shall meet the following minimum qualifications:

- The Proposer shall submit all information requested below.
- The Proposer shall submit a financial statement prepared in accordance with generally accepted accounting standards for the most recent fiscal year of the Proposer, a letter of good standing from a bank with whom the Proposer principally does business and any other information indicating a good financial standing.

- The Proposer shall submit a notarized statement of verifiable media billings for each of the two previous calendar or fiscal years. The statement shall specify billings by type of media.
- The Proposer shall submit a notarized statement of verifiable production billings for each of the two previous calendar or fiscal years. The statement shall specify billings by type of production.
- The Proposer shall be staffed to perform the following services:
 - Account services and management;
 - Creative;
 - Media services such as research, planning, buying, invoice auditing and post analysis;
 - Public relations and promotions; and
 - Production management.
- The Proposer shall have been in operation at least five (5) years, with three (3) years of that experience promoting fruits and vegetables. The selected Proposer may join with other partners or subcontractors to perform the services outlined herein. See Section 3.7 below “Subcontracting Information” for further information regarding subcontractors.

3.2 *Determination of Responsibility*

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The Commission must find that the selected Proposer:

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

The Proposer must be staffed to perform at a minimum, the following services:

- Strategic planning;
- Creative development;
- Website development and management;
- Project management;
- Production management; and
- Account services and management.

Proposers shall meet all of the above requirements to be considered. Proposers should ensure that their proposals contain sufficient information for the Commission to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 ***RFP Addenda***

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

3.4 ***Waiver of Administrative Informalities***

The Commission or State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.5 ***Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the Commission to award a contract. The Commission reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the best interest of the Commission.

3.6 ***Withdrawal of Proposal***

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer shall be submitted to the RFP Coordinator.

3.7 ***Subcontracting Information***

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

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

3.8 ***Ownership of Proposal***

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

3.9 *Proprietary Information*

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 *Cost of Preparing Proposals*

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

3.11 *Errors and Omissions in Proposal*

The Commission will not be liable for any errors in proposals. The Commission reserves the right to make corrections or amendments due to errors identified in proposals by Commission, State or the Proposer. The Commission, at its option, has the right to request clarification or additional information from the Proposers.

3.12 *Contract Award and Execution*

The Commission reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The Commission reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the Commission.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Appendix B. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 *Code of Ethics*

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

4.0 RESPONSE INSTRUCTIONS

4.1 *Proposal Submittal*

Firms/Individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal shall be received in hard copy (printed) version by the RFP Coordinator no later than 10:30 AM CST on the date specified in the Schedule of Events. **FAX or email submissions are not acceptable.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Wanda P. Ward
ATTN: RFP Coordinator
LA Department of Agriculture & Forestry

Mailing and Delivery Address:
5825 Florida Boulevard, Suite 1000
Baton Rouge, LA 70806

Telephone: (225) 922-1245
Fax: (225) 237-5702
Email: Wanda_w@ldaf.state.la.us

Proposals must be directed to the attention of the RFP Coordinator as shown above. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason, are received after the deadline will not be considered.

Five (5) copies of the proposal shall be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization, and should be clearly marked or differentiated from the other copies of the proposal.

A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation.

The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 *Proposal Format*

Proposers should respond to this RFP with cost and technical in one (1) proposal.

4.3 *Cover Letter*

A cover letter shall be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 *Technical and Cost Proposal*

Proposals shall be submitted as specified in Section 5, and shall include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the Services or Work as described herein. Proposers shall respond to all requested areas.

4.5 *Certification Statement*

The Proposer must sign and submit the Certification Statement shown in Appendix A.

5.0 **PROPOSAL CONTENT**

5.1 *Executive Summary*

This section shall serve to introduce the scope of the proposal. It shall include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) days from the date of submission. This section shall also include a summary of the Proposer's qualifications and ability to meet the Commission's overall requirements in the timeframes set by the Commission, including a description of media research, planning and buying capabilities.

It shall include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Appendix B, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

A statement of why the Proposer feels their firm should be considered for this account should be included.

5.2 *Corporate Background and Experience*

The Proposer should provide the following detailed information regarding corporate background and experience:

- Brief description of their company including its history;
- Corporate structure and organization;
- Number of years in business;
- Copy of its latest financial statement, preferably audited;
- Letter of good standing from a bank with whom the Proposer principally does business;
- Four (4) credit references;
- Other information indicating a good financial standing;
- Detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract, to include the names of the accounts;
- Description of experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers;

- Professional accreditations, memberships in professional organizations and awards received within the advertising industry in the last two (2) years;
- Notarized statement of Proposer’s media and production billings for each of the two (2) previous calendar or fiscal years; specifying billings by type of media;
- Percentage of media service billings which are provided by Proposer’s personnel and those provided by any subcontract with a media services company; and
- Current Proposer’s client list.

5.3 *Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs*

(Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.)

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaeconomicdevelopment.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers’ evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaeconomicdevelopment.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

5.4 ***Proposed Project Staff***

The Proposer should provide the following detailed information regarding proposed project staff:

- Number of full-time employees by function or department such as creative, public relations, media, account services/administrative, etc. Include organizational chart;
- Names of key personnel, including their education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes;
- Samples of what the Proposer considers to be its best advertising and printed promotion pieces with principal emphasis on advertising other than television, including key personnel names for each sample. Submit one copy of each; and
- Description of an advertising (other than television), public relations and promotion plan created for a major client in the past two years. State how the plan was developed and what results were achieved. At Proposer's option, a second plan may be submitted to demonstrate creative ability to develop and implement such a plan. Include key personnel names for each plan.

5.5 ***Creativity***

The Proposer should provide the following creative ideas:

- Artwork to include, but not limited to messaging ideas for t-shirt promotion;
- Media campaign;
- Promotional campaign to reach community and school consumers; and
- Promotional give aways.

5.6 *Approach and Methodology*

The Proposer should provide the following detailed information regarding approach and methodology:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the Commission;
- Proposer should define its functional approach in providing the services;
- Proposer should define its functional approach in identifying the tasks necessary to meet requirements;
- Describe the approach to Project Management and Quality Assurance;
- Provide a proposed project work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing; and
- Develop a proposed plan or concept which would demonstrate the Proposer's ability to accomplish the objectives of this program.

5.7 *Cost Information*

The Proposer should provide the following detailed information regarding cost (**Funds available to carry out this program will total approximately \$450,000.00 for a three (3) year period, not to exceed \$150,000.00 for year one (1), \$150,000.00 for year two (2), and \$150,000.00 for year three (3). These amounts are inclusive of travel and all project expenses; and fees will be based on an hourly compensation structure rather than on a commission basis, subject to a maximum on media services.):**

- For information purposes, provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable);
- Description of the Proposer's normal billing practices with affirmation that the Proposer will accept an hourly compensation structure subject to a maximum of fifteen percent (15%) of net media for media services. (**All media charges and charges for other goods and services must be billed net with no markup**);
- Submit a schedule of hourly charges for personnel who will be used to administer this program; and
- Statement agreeing to bill the Commission in accordance with Louisiana State Travel Regulations, Administration Policy and Procedure Memorandum 49 (see LAC 7: V, Chapter 15) for all reimbursable travel expenses. Travel to attend 3 Commission meetings annually within the State is required.

6.0 EVALUATION AND SELECTION

6.1 *Evaluation Team*

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

6.2 *Administrative and Mandatory Screening*

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

6.3 *Clarification of Proposals*

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

6.4 *Oral Presentations/Discussions*

The Commission, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the Commissions program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

6.5 *Evaluation and Review*

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

In the initial selection process, each of the six (6) criteria listed below will be rated according to the following aspects of their proposal. The total score any one Proposer can receive for the initial selection process is one hundred (100). The Evaluation Team will select who, if any, will be given the opportunity to present their proposal orally to the Commission. Should the Commission not require oral presentations, the initial selection process will be deemed the only and final process. The Evaluation Team will then make a recommendation to the Commission on the basis of the responsive and responsible Proposer with the highest score. All items of required information must be answered for the proposal to be considered by the Evaluation Team.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Background and Experience	15
2. Proposed Project Staff	15

3. Creativity	15
4. Approach and Methodology	25
5. Cost Information	20
6. Veteran and Hudson Small Entrepreneurship Program	10
TOTAL SCORE	100

1. Background and Experience (15) – based upon experience and capability to carry out consumer and trade advertising campaigns, advertising to accomplish the program objective, taking into account the budget limitations to the program;
2. Proposed Project Staff (15) – based upon experience and capability of key personnel assigned to the account to demonstrate ability to accomplish the program objective;
3. Creativity (15) – based on Proposer’s demonstration of plan creativity and success of one or more prior campaigns with similar budgets and a proposed;
4. Approach and Methodology (25) – based on proposed functional approach, methods and principles indicating the Proposer’s understanding of the objectives of this program, and the ability to accomplish those objectives;
5. Cost Information (20) – based upon rate per hour for services rendered, and total proposed compensation cost to the program. To be evaluated subjectively by comparing proposed hourly rates and commissions to current industry standards for hourly rates and commissions; and
6. Veteran and Hudson Initiatives (10) – See Section 5.3.

The following shall apply should the Commission require oral presentations:

- A representative of the Evaluation Team may inspect the physical facilities of the finalists prior to final selection by the Commission.
- The Proposer’s that qualify for the final round of the selection process will be notified of their selection at least one (1) week in advance of the date they are to make their presentation to the Commission. Date to be announced.
- Presentations will be made in the Veteran’s Memorial Auditorium, Louisiana Department of Agriculture & Forestry building, 5825 Florida Boulevard, Baton Rouge, Louisiana.
- Each Proposer will have forty (40) minutes to make their presentation, inclusive of set up and removal of equipment and materials.

In the final selection process, the “Overall Plan Presentation and Implementation” criteria will be rated by consensus scoring by the Commission members, and will be added to the Proposers initial

total score. The total score any one Proposer can receive for the final selection process is twenty-five (25). The total combined score of the initial selection process and the final selection process is one hundred twenty-five (125).

The Commission members will evaluate and score the oral presentations using the criteria and scoring as follows.

CRITERIA	MAXIMUM SCORE
1. Overall Plan Presentation and Implementation	25
TOTAL SCORE	25

1. Overall Plan Presentation and Implementation (25)

The Evaluation Team will compile the scores and make a recommendation to the Commission on the basis of the responsive and responsible Proposer with the highest total score.

6.6 *Announcement of Contractor*

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the state chief procurement officer, where such approval is required in accordance with Louisiana Revised Statute 39:1595.1.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Corporation Requirements*

If the Contractor is a corporation and not incorporated under the laws of the State of Louisiana, the Contractor shall obtain a Certificate of Authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to submitting their proposal.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 *Billing and Payment*

Billing and payment terms shall be negotiated with the successful Proposer.

7.3 *Confidentiality*

All financial, statistical, personal, technical and other data and information relating to the Commission's operation which are designated confidential by the Commission and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Commission. The identification of all such confidential data and information as well as the

Commission procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Commission 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 Commission to be adequate for the protection of the Commission's confidential information, such methods and procedures may be used, with the written consent of the Commission, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

APPENDIX A: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Phone Number with area code: () _____

C. Facsimile Number with area code: () _____

D. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least ninety (90) days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

CONSULTING SERVICES CONTRACT
BY AND BETWEEN
LOUISIANA SWEET POTATO ADVERTISING AND DEVELOPMENT COMMISSION
AND
[NAME OF CONTRACTOR]

The LOUISIANA SWEET POTATO ADVERTISING AND DEVELOPMENT COMMISSION (Agency or Commission) and _____ (Contractor) enter into this contract for the purposes and on the terms stated herein.

I. PARTIES

A. Commission is a state agency within the Louisiana Department of Agriculture and Forestry (State or LDAF) which is an executive department of the State of Louisiana. Commission is domiciled in Baton Rouge, Louisiana with its principal office and mailing address being 5825 Florida Boulevard, Baton Rouge, Louisiana 70806. Agency's federal tax identification number is _____. Commission is represented by Mike Strain DVM, Commissioner of Agriculture & Forestry.

B. Contractor is a Louisiana [*other state*] (*corporation*) (*limited liability company*) (*partnership*) (*sole proprietorship*) (*other*) authorized to do and doing business in this state. Contractor is domiciled in ____, with its principal office at ____ and mailing address being ____. Contractor's federal tax identification number is _____. Contractor is represented by _____, its duly authorized (*president*) (*manager*) (*partner*) (*representative*).

C. The reference to "employees" of the Contractor in this contract shall collectively mean the Contractor's directors, managers, and officers; persons receiving wages or salaries from Contractor; and agents, representatives, and subcontractors of the Contractor. Reference to agents, representatives and independent contractors as "employees" does not in any way establish an employer/employee relationship that is not otherwise provided by law.

D. The reference to "employee" of Agency in this contract shall mean Agency's officials and officers; persons receiving wages or salaries from Agency or other departments or agencies of the State and who are providing work or services to or for Agency; and agents, representatives, and independent contractors of Agency, except for Contractor and the employees of Contractor. Reference to agents, representatives and independent contractors as "employees" does not in any way establish an employer/employee relationship that is not otherwise provided by law.

II. CONTRACTUAL PROVISIONS REQUIRED BY OFFICE OF STATE PROCUREMENT

A. The goal of this contract is to expand the market and increase the consumption of Louisiana sweet potatoes.

B. The objective of this contract is to prepare a methodology and administer a sweet potato promotion, advertising and public relations program in Louisiana, implement the most effective use of funds to promote and advertise Louisiana sweet potatoes, to increase awareness of the nutritional benefits of sweet potatoes, and to increase consumption and sales.

C. The deliverables of this contract are:

1. The services contracted for under this contract, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this contract, and all copies, artwork, layouts, designs, photographs, plates negatives, proposals, computer disks, graphics, DVD's and other such materials etc., prepared, generated or obtained in connection with the services provided pursuant to this contract;

2. Invoices requesting payments due hereunder, including a summary description or brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this contract during the previous period which are included in the invoice;

3. Additionally, the Contractor shall submit to the Commission written quarterly progress reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to the Commission. Such quarterly reports shall be due to the Commission not later than September 30th, December 31st, March 31st and June 30th, of each calendar year during the term or extended term of this contract. The final report shall be that report due on June 30th of the final year of this contract.

These quarterly reports shall identify the number of value-added placements in publications and their value in terms of impressions and dollar cost. The quarterly reports shall identify the editorial coverage measured against the objectives of the program, and shall summarize the media placement, added value, editorial programs, including but not limited to editorial Commission meetings, desk side visits, media tours and related activities.

4. All printed materials related to this contract which are to be distributed to the public shall contain the official log of the Agency and State.

D. The measurable of this contract are the same as "deliverables," as provided in Section II (C).

E. This contract shall not be valid, nor shall Agency be bound by this contract, until it has been executed by the head of Agency or his designee and Contractor and approved in writing by the state chief procurement officer, where such approval is required in accordance with Louisiana Revised Statute (La. R.S.) 39:1595.1.

F. Contractor shall pay all applicable taxes, including state and local sales and use taxes and all federal, state and local taxes due as a result of Contractor or Contractor's employees receiving compensation under this contract and identified under Contractor's federal tax identification number provided in Section 1(B).

G. Contractor shall perform all work, or have it performed, to the satisfaction of Commission, which reserves the right to make the final determination as to whether the work is acceptable in both form and content. Contractor shall be responsible for completion of all aspects of the work. A determination that the work is acceptable shall not be unreasonably withheld by Agency.

H. Commission shall appoint Mr. René Simon, Director of Commission, to monitor the contract and Contractor's work. Mr. Simon will assure the expeditious execution of this contract and implementation of the Services or Work as provided herein. Commission's liaison will communicate

on a regular basis with the Contractor relative to implementation of the Services or Work, approve all project cost estimates and media schedules, review all project reports and approve all expense/payment documents submitted by the Contractor.

I. Contractor shall not use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot or to lobby for or against any matter 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 matter being considered by the Legislature or any local governing authority.

J. If Commission does not receive sufficient funds to continue or maintain this contract then this contract is subject to termination in accordance with Section IX (E).

K. The State maintains a right to audit as provided in Section XVII.

L. Contractor shall abide by the non-discrimination provisions set out in Section XX.

M. Any claim or controversy arising out of this contract, if not resolved by mutual agreement, shall be submitted for settlement in accordance with the provisions of La. R.S. 39:1672.2-39:1672.4.

N. No Commission or State employee exercising any function or responsibilities in the review or approval of this contract shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has a direct or indirect personal or pecuniary interest.

O. Contractor has no interest presently nor shall Contractor acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract and shall not allow any employee with such an interest to participate in any decision relating to this contract. Contractor shall comply with La. R.S. 42:1101 et seq.; “Code of Governmental Ethics” found at <http://www.ethics.state.la.us>.

P. Contractor shall maintain appropriate books and records to document time, effort, and expenses related to the work under this contract. Contractor shall maintain such books and records for the period of five (5) years, set by this contract in Section XVII (B) for the performance of an audit, following the date of the final payment under this contract.

Q. Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration’s authority in procurement matters.

R. All printing shall be in accordance with the Louisiana Division of Administration guidelines – Policy and Procedures No. 64.

III. CONTRACT SERVICES OR WORK

A. Contractor agrees to provide the services or labor (collectively referred to hereafter as “work”), to administer the Commission's promotion, advertising, and public relations program (the program) on a statewide basis in accordance with guidelines and policies approved by the Commission including, but not limited to the following services:

1. Provide advice and counsel to the Commission on an advertising, promotion and public relations program to accomplish the objective of increasing the consumption of Louisiana sweet potatoes.

2. Develop an advertising, promotion and public relations program with opportunities which will assist in sales of Louisiana sweet potatoes (fresh and processed).

a. Identify national advertising, promotion and public relations opportunities which will assist in sales of Louisiana sweet potatoes (fresh and processed).

b. Create advertising for any print or broadcast media.

c. Plan and place print and broadcast media.

d. Create and produce print-ready art for promotional materials, point-of-purchase materials, recipe booklets and brochures, contest materials and any other creative useful in accomplishing the objectives of this program.

3. Recommend a proposed advertising and promotion program and budget to the Commission, designed to accomplish the objective of increasing the shipment and consumption of both fresh and canned Louisiana sweet potatoes.

4. Implement the advertising promotion and public relations program approved by the Commission, coordinate with the staff of the State assigned to the Commission to carry out its program.

5. Pay media and other vendors for goods and services.

6. Provide all necessary documentation of invoices to the Commission.

7. Provide usual and customary account services, including attendance at all Commission meetings and consultation regarding the servicing of the account.

8. Provide monthly accounting to the Commission of all monies expended. The statement shall include a breakdown of agency fees and expenses by project or service category.

9. Develop advertising and other program budgets. Maintain budget status control and appropriate records which may be audited by the responsible agencies of state government as provided in Section XVII, Right to Audit.

10. All other related activities approved by the Commission, as are necessary to accomplish the objectives of the program.

11. The Contractor shall make revisions to existing website, WWW.SWEETPOTATO.ORG, domain owned and maintained by the State.

12. Participate in social media opportunities.

B. The Contractor shall maintain all records and reports required by the Commission.

C. No work of any kind that is not included in this contract or in the appendix shall be considered as new or additional work unless included in an addendum as to scope and cost.

D. The necessary materials or items and work will be delivered or performed in accordance with the agreed upon schedule, in the appendix to this contract. (Schedule to be negotiated with successful contractor.)

IV. DURATION OF THIS CONTRACT

A. The term of this contract shall be from (date) to June 30, 2019, unless terminated as provided in this contract.

B. This contract may not be renewed or extended.

V. COMPENSATION

A. Commission shall pay and Contractor shall accept the maximum amount of Four Hundred Fifty Thousand and no/100 (\$450,000.00) Dollars for the work provided by Contractor under this contract. The total sum payable under this contract per fiscal year shall not exceed One Hundred Fifty and no/100 (\$150,000.00) Dollars for year one (1), One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars for year two (2), and One Hundred Fifty Thousand and no/100 (\$150,000.00) Dollars for year three (3) without prior written approval from Mr. René Simon, Director of Commission.

B. The approved budget associated with the services or work herein described is detailed in Appendix A of this contract, based on the approved hourly rates listed in Appendix B of this contract. No payment for any additional services shall be made unless prior written authorization to provide such services is obtained from the Commission. Further, Contractor agrees that fees paid for media services shall not exceed an amount equal to _____ (%) of the dollar amount of media placed by said Contractor on an annual basis. **(All media charges and charges for other goods and services must be billed net with no markup.)**

C. Travel and other reimbursable expenses shall constitute part of the total maximum payable under this contract. Travel expenses shall be reimbursed in accordance with Administration Policy and Procedure Memorandum 49 (see LAC 7: V, Chapter 15). Prior authorization for such expenses must be obtained from Commission.

VI. METHOD OF PAYMENT

A. Commission will pay Contractor upon receipt of Contractor's monthly invoice after completion of work and after the Commission's written acceptance of the work.

B. Contractor shall submit itemized invoices requesting payment for services rendered. Invoices shall include, but not be limited to the actual time spent (hours worked) on this program and for what purpose, detail of every media account for which reimbursement is being requested, the period covered by the invoice, copies of paid invoices to subcontractors/vendors, documentation in support of travel and other reimbursable expenses, and any other paid invoices to which the Contractor is requesting reimbursement for, or such other information as Commission may require. All advertising expenses must be paid net in such manner that Contractor shall remit to the Commission any commissions or discounts allowed, thus making the funds available to the Commission.

C. Final invoicing shall be received by Commission no later than July 15, 2019.

D. Payment by Commission shall be subject to the laws, regulations, policies and procedures governing the fiscal affairs of Commission.

VII. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

A. Contractor shall furnish all appliances, cartage, equipment, labor, materials, and tools necessary to provide the services or to perform the work required under this contract.

B. Contractor shall pay all expenses incurred by Contractor that are related to the performance of this contract, including but not limited to, travel, personnel, equipment, materials, and services.

C. If Contractor is furnished or uses property belonging to the Commission, or the State of Louisiana (collectively referred to hereafter as "the State"), or any other government or public agency then Contractor shall use the furnished property only for the performance of this contract.

D. Contractor shall obtain and maintain all necessary licenses, permits, and registrations.

E. Contractor shall comply with all applicable laws, regulations, and ordinances.

F. Contractor shall comply with all security regulations imposed by the Commission or State. Contractor is responsible for promptly reporting to Commission or State any known breach of security.

G. Contractor shall keep the work free from all liens and claims for labor, materials and services.

H. Contractor shall be responsible for the compliance with the terms of this contract by the employees of Contractor.

I. Contractor shall fulfill all other commitment made by Contractor under this contract.

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

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

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

VIII. CONSENT TO NON-PERFORMANCE

No party shall be deemed to have consented to a breach or non-performance by any other party of any term, condition, provision or warranty in this contract unless such consent is in writing. No such consent, whether express or implied, shall constitute consent by one party to a prior, concurrent, or subsequent breach or non-performance by any other party of this contract.

IX. TERMINATION OF CONTRACT

A. Commission may terminate this contract for cause based upon Contractor's bankruptcy; criminal felony conviction; refusal or neglect to perform the work, supply the necessary materials, follow the plans or specifications; or for the performance of work that is defective.

B. A party may terminate this contract for cause based upon the failure of the other party or parties to comply with any provision in this contract.

C. Before terminating this contract for cause, the terminating party shall provide the non-compliant party with written notice specifying the grounds for termination. The receiving party shall have twenty (20) days after receipt of such notice to correct the failure. If the failure is not corrected within this period or within an extension of time agreed to by the parties then the terminating party may place the noncompliant party in default and terminate this contract as of the date specified in such notice of default. Any party placing another party in default may proceed with all legal remedies available under this contract and the laws of Louisiana.

D. Commission may terminate this contract without cause at any time by giving twenty (20) days written notice to Contractor of such termination. Contractor shall be entitled to payment for work in progress, to the extent that the work has been performed satisfactorily.

E. It is expressly understood by the parties that this contract and its continuation is based upon Commission's receipt of funds appropriated by the Legislature to fund this contract.

1. 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 or by law, or if for any reason Commission does not receive the necessary funds to continue this contract, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, then this contract is null and void and has no effect as of the date there are insufficient funds.

2. All parties will thereby be discharged and released from their obligations and liabilities herein, except that Contractor shall be paid for work in progress, to the extent that the work has been performed satisfactorily.

X. WARRANTIES

- A. Contractor warrants that the work shall: be performed in a workman like manner, be complete and free from defects, conform to the requirements set out in this contract, meet current standards in the industry for such work, and that the final product shall be fit for the use intended without any vices or defects.
- B. Contractor, without cost to Commission, shall repair or replace any defective materials or workmanship and any item damaged in delivery or by the performance of the work.
- C. Contractor may substitute guarantees which provide greater protection to Commission, with the written consent of Commission.

XI. INSURANCE

- A. Contractor shall provide Worker's Compensation, casualty, and liability insurance sufficient to cover any claim, damage or liability arising out of any accident, act, incident, injury, or negligence resulting from Contractor's performance of the work required under this contract.
- B. Contractor shall insure or require Contractor's employees to be insured in like manner, whether through insurance provided by Contractor or by separate insurance.
- C. Neither Contractor nor Contractor's employees shall be covered under any policy of insurance covering Agency, including workers compensation and general liability coverage.
- D. Contractor shall provide Commission with certification of insurance upon request.

XII. INDEMNIFICATION AND DAMAGES

- A. Contractor shall be liable, without limitation, for all damages caused by Contractor's failure to timely or properly complete the work as provided in this contract. Damages are to be measured by the loss sustained by the State. Damages shall include all costs incurred by the State in litigating the recovery of damages, including the reasonable attorney fees incurred by the State.
- B. Contractor shall, without limitation, indemnify, defend, and hold harmless the State and its employees, from and against any and all losses, liabilities, demands, suits, judgments and claims, including reasonable attorneys' fees, to the extent that such losses, liabilities, demands, suits, judgments, claims, or fees are attributable to the fault, negligence, or willful acts or omissions of the Contractor, or Contractor's employees.
- C. Contractor shall be responsible for any loss or damage to property belonging to the State used in the performance of this contract if the loss or damage results from Contractor's failure to use, maintain, and administer the property in accordance with sound management practices or from Contractor's gross negligence or willful misconduct or that of Contractor's employees.

1. Upon the discovery of any loss, destruction, or damage to any such property, Contractor shall take all reasonable steps to protect that property from further damage.

2. Contractor shall notify Commission of the loss, destruction, or damage as soon as is practical.

D. Contractor shall, without limitation, indemnify, defend, and hold harmless the State and its employees, from and against any and all losses, liabilities, demands, suits, judgments and claims, including reasonable attorneys' fees, for infringement of any copyright or patent arising from performance of this contract.

1. 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) procure for the State the right to continue using such item(s) or part (s); (ii) modify the item(s) or part(s) so that the item(s) or part(s) becomes non-infringing item(s) or part(s) of at least equal quality and performance; (iii) replace the item(s) or part(s) with non-infringing item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, provide monetary compensation to Commission up to the dollar amount of the contract.

E. Commission may, in addition to other remedies available to it at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the State.

F. Notwithstanding any other provision of this contract to the contrary, no party shall be liable for any delay or failure in performance beyond that party's 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 this contract.

XIII. STAFFING

A. Any of the State's employees that assist Contractor in the performance of any provisions of this contract or any work to be performed under this contract shall remain the employee of the State for all purposes and shall not be an employee of Contractor.

B. All employees of Contractor shall, at all times, remain so for all purposes and shall not be employees of the State for any purpose.

D. Contractor certifies that all of Contractor's employees who perform work under this contract are eligible to work in the United States.

XIV. ASSIGNABILITY; SUBCONTRACTORS

A. Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Agency. This provision shall not be construed to prohibit the contractor from assigning his 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 Agency.

B. Contractor may enter into subcontracts with third parties for the performance of any part of Contractor's duties and obligations under this contract, subject to Agency's approval of the subcontractor. Contractor agrees to include all applicable terms and conditions of this contract in any subcontract agreement.

1. Contractor shall be responsible for all deliverables specified in this contract, and by entering into this contract, acknowledges total responsibility for the entire contract.

2. Contractor shall require each subcontractor to be responsible to Agency for the performance of the work and fulfillment of the terms of this contract that are applicable to the subcontractor, to the same extent as Contractor is responsible to Agency.

3. Contractor shall require each subcontractor to provide Worker's Compensation, casualty, and liability insurance sufficient to cover any claim, damage of liability arising out of any accident, act, incident, injury, or negligence resulting from Subcontractor's performance of the work required under this contract.

4. Contractor will be Agency's single point of contact for all subcontractor work.

5. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to Agency for any breach in the performance of this contract attributable to Contractor or to any subcontractor hired by Contractor.

6. Contractor shall be solely liable for all claims or liens for labor, services, or material furnished to the Contractor in connection with the performance of its obligations under this contract.

XV. OWNERSHIP OF PROPERTY

A. Commission shall retain ownership of all data, documents, equipment, information, materials, photographs, recordings, records, reports, videos and other items that Commission provides or causes to be provided to Contractor.

B. All data, documents, information, photographs, recordings, records, reports, videos, and other written or recorded materials related to this contract that is obtained or prepared by Contractor in connection with the performance of this contract shall become the property of Commission.

C. Upon completion or termination of this contract, all items and materials that are the property of the State shall be returned by Contractor to Commission, at Contractor's expense. The property shall be returned in like condition to that in which it was furnished to the Contractor, except for normal wear and tear.

XVI. CONFIDENTIALITY

A. All data and information, including financial, statistical, personal, and technical data; and all documents, photographs, recordings, records, reports, videos, and other written or recorded materials (referred to hereafter as "data") relating to or maintained by Commission which are designated by Commission as being confidential and which are made available to Contractor in order to carry out

this contract, shall be protected by Contractor and Contractor's employees from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to Commission.

B. All data, documents, information, photographs, recordings, records, reports, videos, and other written or recorded materials shall be kept confidential by Contractor when requested to do so by Agency and shall not be made available to any individual or organization by Contractor or any of Contractor's employees without the prior written approval of Commission.

C. Written identification of all such data as well as Commission's procedural requirements for protection of such data from unauthorized use and disclosure shall be provided to Contractor.

D. If the methods and procedures employed by Contractor for the protection of Contractor's data are deemed by Commission to be adequate for the protection of Commission's data, such methods and procedures may be used, with Commission's written consent, to carry out the intent of this section.

E. Contractor shall not be required to keep confidential any data which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the contract, or is rightfully obtained from third parties.

XVII. RIGHT TO AUDIT

A. The State's auditors and any federal auditors, if federal funds are being used, may inspect and audit Contractor's records pertaining to this contract during normal working hours.

B. The right to inspect and audit shall be during the term of the contract and for a period of five (5) years from date of final payment.

C. Contractor shall be responsible for repayment of any costs disallowed by audit.

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

XVIII. ORAL AGREEMENT; AMENDMENTS; ADDENDUMS

A. No oral understanding or agreement is binding on any of the parties. Oral understandings or agreements may become binding on the parties when incorporated into this contract, either originally or by written amendments or addendums.

B. No amendments, addendums, modifications, or waivers of or to this contract shall be valid unless in writing and signed by authorized representatives of all parties.

XIX. NOTICES

Except as otherwise provided in this contract, notice to a party shall be deemed given as of the date of actual delivery if delivered by hand or by commercial courier who obtains a receipt of delivery, or

three (3) days after posting if notice is sent by United States Registered mail, returned receipt requested. Notices shall be sent to the address listed in Section I of this contract. A party may change that party's mailing address by written notice to all other parties to this contract.

XX. NON-DISCRIMINATION

A. The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

B. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.

XXI APPLICABLE LAW AND VENUE

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

XXII. SEVERABILITY

In the event that any provision of this contract shall be held to be illegal, invalid, or otherwise unenforceable such provision shall be severed and the other provisions of the contract which can be given effect without the unenforceable provision shall continue in full force and effect.

XXIII. ENTIRE AGREEMENT

Each party acknowledges that this contract has been negotiated by and between parties of equal bargaining power. Each party has read this contract, understands it and agrees to be bound by its provisions. Each party agrees that this contract constitutes the complete and exclusive agreement between the parties and supersedes all prior oral or written agreements, discussions, communications, and negotiations relating to the subject matter of this contract.

XXIV. ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein, however, where provisions conflict, the intent of the parties shall give first priority to provisions of the agreement excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.

XXV. APPENDIX

The following documents are attached in the appendix and incorporated into this contract:

APPENDIX A: "BUDGET"

APPENDIX B: "SERVICE RATES"

In Witness whereof, Commission hereby signs this contract in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof on the _____ day of _____, 2016 at Baton Rouge, Louisiana.

WITNESSES:

LOUISIANA SWEET POTATO ADVERTISING AND DEVELOPMENT COMMISSION

Print name: _____

BY: MIKE STRAIN DVM, AS COMMISSIONER
LA DEPARTMENT OF AGRICULTURE AND FORESTRY

Print name: _____

In Witness whereof, Contractor hereby signs this contract in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof on the _____ day of _____, 2016 at _____, _____.

WITNESSES:

CONTRACTOR'S NAME

Print name: _____

BY: _____,
AS _____

Print name: _____

SAMPLE ATTACHMENT

APPENDIX A
BUDGET

(Contractor's proposed budget to be incorporated into contract)

LOUISIANA SWEET POTATO
ADVERTISING AND DEVELOPMENT
COMMISSION

CONTRACTOR'S NAME

BY: _____
Mike Strain DVM, Commissioner
Louisiana Department of Agriculture & Forestry

BY: _____
Name: _____
Title: _____

SAMPLE ATTACHMENT

APPENDIX B
SERVICE RATES

EFFECTIVE DATE: _____

<u>PROJECT ROLE</u>	<u>HOURLY RATE</u>
(Include Names & Titles)	
Partners	_____ an hour
Creative	_____ an hour
Copywriting	_____ an hour
Broadcast Production Supervision	_____ an hour
Graphic Design	_____ an hour
Mechanical Past Up	_____ an hour
Print Production Supervision	_____ an hour
Market Director:	_____ an hour
Public Relations	_____ an hour
Accounts Payable Clerk	_____ an hour
Account Executive/Supervisor	_____ an hour
Media Director	Compensated by Media Commission
Media Buyer	Compensated by Media Commission
Comptroller	_____ an hour
Media Billing Clerk	_____ an hour
Typist Clerk	_____ an hour
Secretary	_____ an hour

LOUISIANA SWEET POTATO
ADVERTISING AND DEVELOPMENT
COMMISSION

CONTRACTOR'S NAME

BY: _____
Mike Strain DVM, Commissioner
Louisiana Department of Agriculture & Forestry

BY: _____
Name: _____
Title: _____