REQUEST FOR PROPOSALS

UNEMPLOYMENT INSURANCE MULTIMEDIA INFORMATIONAL CAMPAIGN ON IMPROPER PAYMENT PREVENTION

RFP #: 474000080316

PROPOSAL DUE DATE: SEPTEMBER 2, 2016

State of Louisiana
Louisiana Workforce Commission

(August 3, 2016)

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REQUEST FOR PROPOSALS
FOR

UNEMPLOYMENT INSURANCE
MULTIMEDIA CAMPAIGN ON IMPROPER PAYMENT PREVENTION

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

Unemployment Insurance is a Louisiana Workforce Commission (herein referred to as the "State" or "LWC") program funded and regulated by the U.S. Department of Labor (USDOL). The program is designed to provide temporary financial assistance to workers who are unemployed through no fault of their own and who meet the requirements of the Louisiana Employment Security Law. The program involves claimants, who file for unemployment insurance benefits; employers, who are taxed in order to provide the revenue used to pay benefits; and the USDOL, which oversees these activities and provides funding for special programs such as Disaster, Emergency, and other unemployment assistance. To receive weekly unemployment benefits, unemployment claimants must be actively searching for employment or engaged in approved training.

LWC implemented a new, web-based operating system to replace its legacy mainframe. Helping Individuals Reach Employment (HiRE) is a vendor-supported online platform that has expanded upon the Louisiana Virtual OneStop (LAVOS) to incorporate all unemployment insurance functions. HiRE allows unemployment insurance claimants to file and maintain their claims on a system that instantly matches them with job openings and provides ready access to other workforce development services. Implementation of HiRE has been a multi-year process with the UI Benefits and Appeals modules implemented in late 2015 and plans to bring Tax functions into HiRE by 2018. Currently, the HiRE effort is overseen by the HiRE liaison manager, who also directs outreach and messaging on UI matters.

The funds for this Request for Proposals (RFP) were awarded by USDOL as part of an integrity related Supplemental Budget Request application process. The maximum amount of this RFP to be awarded is $629,950.00.

1.1.1 Purpose

This RFP is issued by the LWC for the purpose of soliciting proposals from qualified Contractors to develop and implement a multimedia campaign aimed at educating employers and claimants on what an improper payment is and what they can do to prevent improper payments.

1.1.2 Goals and Objectives

LWC's goal is to positively impact the State's improper payment rate by both keeping the State's overall improper payment rate from increasing and by decreasing the improper payment rate in targeted industries by a projected five percent.

1.2 Definitions

Acronym or Term	Definition
Agency	Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
Artifact	Any work product or object created or delivered for the project including, but not limited to, paper documentation, manuals, electronic files and data, and computer programs.
Change Review Board	A selected group from within LWC that will review and either approve or deny all requested project changes.
Contractor	Any person, company, or organization having a contract with a governmental body.
Creative development	The design and development of products to convey the message.
Discussions	For the purposes of this RFP, discussions shall refer to written or oral communications and negotiations with Proposers whose proposals are susceptible of being selected for award.
HiRE	Helping Individuals Reach Employment
Improper Payment	Unemployment insurance benefits paid in error
LaVOS	Louisiana Virtual One Stop
LWC	Louisiana Workforce Commission
May, Can	The terms "may" and "can" denote an advisory or permissible action.
Multimedia Campaign	The use of a variety of media, including but not limited to, print, radio, billboards, social media, and mass transit signage, to reach the target audience.
Must, Will	The terms "must" and "will" denote the imperative
Paid public service announcement	The placement of paid targeted messaging.
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal

Acronym or Term	Definition
ROI	Return on Investment
Shall	The term "shall" denotes the imperative
Should	The term "should" denotes desirable
State	The state of Louisiana
UI	Unemployment Insurance
USDOL	United States Department of Labor

1.3 Schedule of Events

Event	Date
Advertise RFP and mail public announcements	(August 3, 2016)
Pre-proposal Conference	(Aug. 11, 2016) 9:00 AM-Noon CT
Deadline for receipt of written inquiries	(Aug. 18, 2016) by 4:00 PM CT
Issue responses to written inquiries	(Aug. 25, 2016)
Deadline for receipt of proposals	(Sept. 2, 2016) by 4:00 PM CT
Announce award of Contractor selection on or about	(Sept. 16, 2016)
Contract execution on or about	(Sept. 30, 2016)

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

1.4 Proposal Submittal

Firms and individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in section 1.4.1. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 PM Central Time (CT) on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Janice Scavone
Louisiana Workforce Commission, Contracts / Grant Reviewer
1001 North 23rd Street
Post Office Box 94094

Baton Rouge, LA 70804-9094
Phone: 225-342-7836
Fax: 225-219-9350
Email: jscavone@lwc.la.gov

For courier delivery, the street address is 1001 N. 23rd Street, Baton Rouge, Louisiana 70802 and the telephone number is (225) 342-7836. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.4.1 Mandatory Qualification for Proposer

Proposers must meet the minimum qualifications below. Refer to the Company Background and Experience and Staff Qualifications sections for details on the documentation required for meeting the below qualifications.

Minimum of three (3) years of relevant experience, prior to deadline for receipt of proposals, in:

- Developing similar campaigns designed to educate and change behavior
- Strategizing the best use of collateral pieces in both traditional and electronic media campaigns
- Developing targeted messages to educate and change behavior
- Designing graphics for creative elements
- Assisting with public relations
- Recommending strategic media buys
- Negotiating and placing media buys with a focus on cost savings

1.5 Proposal Response Format

Proposers should respond to this RFP in two parts and under separate covers: 1) with a technical proposal and 2) with a cost proposal. **No pricing information should be included in the technical proposal.** No technical information should be included in the cost proposal unless it is also included in the technical proposal. All pages of each proposal part should be consecutively numbered from beginning to end. The technical proposal should be submitted to the State in a separate package and be clearly marked: "Technical Proposal in Response to RFP." The cost proposal should be submitted to the State in a separate package and be clearly marked: "Cost Proposal in Response to RFP."

Proposals should be submitted as specified below and include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposals should conform to all instructions, conditions, and requirements included in the Request for Proposal. Proposer should examine all documentation and other requirements. Failure to observe

all terms and conditions in completion of the proposal will be at the Proposer's risk. Proposers should respond to all areas requested; a non-response could affect a Proposer's scoring. Not meeting mandatory requirements and items will be cause for disqualification.

A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

B. **Table of Contents:** The proposal should be organized in the order contained herein.

C. **Executive Summary**: This section should serve to introduce the scope of the proposal. It should 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 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

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

D. **Company Background and Experience:**

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

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

Proposers must provide examples of two consumer campaigns their company has executed for a client in the past three years. With each campaign include:

- The objectives of the campaign;
- The research and methodology that went into the development of the campaign;
- The resulting creative concept, including advertising, marketing, branding and/or other related efforts;
- Media strategy;
- The results of the campaign;

- How the campaign measured, managed and analyzed marketing performance to optimize ROI; and
- Client contact information for these campaigns.

The proposal must include two examples of internet/social/digital marketing campaigns produced for clients within the last three years. For each campaign include the following information:

- The objectives of the program;
- The research and methodology that went into the development of the program;
- The creative concept utilized, including advertising, marketing, and/or other related efforts;
- The results of the campaign;
- How the campaign measured, managed and analyzed marketing performance to optimize ROI; and
- Client contact information for these campaigns.

Proposers must clearly describe their ability to meet or exceed the minimum qualifications described in Section 1.4.1.

E. **Approach and Methodology:**

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

Each Proposer should address how their firm will meet all the requirements of this RFP with particular attention to the following:

- Proposer's understanding of the LWC's role and objectives and how their proposal will best meet the needs of the State.
- Proposer must define the specific implementation approach to be used in providing the contract services, including what work will be done onsite and offsite.
- Proposer should define their approach in identifying the tasks necessary to meet requirements.
- Approach to project management and quality assurance.
- Escalation procedures to be followed by the Proposer to resolve problems, issues, and/or changes.
- Procedures to be used to provide updates and status information in a written and/or oral format, and to interface with State management.
- Sign-off procedures for the major decision-making points of the work plan.
- Approach to obtaining State approval of deliverables.
- An indication, by deliverable, of the allocated turnaround time for State review, acceptance or rejection of deliverables.
- Approach to monitoring performance standards and overall performance monitoring plans.
- Automated support tool(s) that will be used to plan, track, and report project status.

- Sample project status/updates reports (and frequency) the Proposer will use.
- Methods used by the Proposer to track and report financial expenditures associated with the contract.
- Methods and procedures to allocate, track, and report resource time to project milestones, deliverables, and tasks.
- System design, modification, and documentation standards to be used.
- Proposer must provide a timeline for all tasks and deliverables.

F. **Staff Qualifications:**

The Proposer must provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information must include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This must 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) must be provided for the cited projects in the individual resumes.

- Provide an organizational chart or narrative to explain the intra-agency relationships, managerial structure, and any contractual relationships (e.g., sub-contractors) for the provision of services of this account.
- List all services the Proposer offers and indicate those services performed by subcontractor(s).
- If the Proposer plans to use subcontractors to accomplish any tasks described above, the Proposer must submit a statement acknowledging the Proposer's ultimate and total responsibility for all services and deliverables provided under the contract.

G. **Cost Proposal:**

LWC seeks to receive the maximum outreach for the lowest possible administrative cost. LWC has a maximum budget of $629,950.00. The Proposer shall propose a media plan delivering all services and tasks included in the RFP; and be inclusive of travel and all project expenses, including media placement and media buys.

The Proposer shall complete the Cost Proposal, Attachment III, by proposing a cost for each contract deliverable.

The contract will be paid based on completion of deliverables. **No technical information should be included in the cost proposal. The cost proposal must be submitted under separate cover from the technical proposal.**

H. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

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 Contractors are encouraged to become certified. Qualification requirements and online certification are available at http://smallbiz.louisianaeconomicdevelopment.com

An allowance of ten percent (10%) of the total evaluation points on this RFP shall be 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 Proposer's 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 its 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at http://smallbiz.louisianaeconomicdevelopment.com. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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 http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

I. **Certification Statement:**

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

J. **Outsourcing of Key Internal Controls:**

Not applicable to this proposal.

1.5.1 Number of Copies of Proposals

The State requests that eight (8) copies of the proposal be submitted to the RFP coordinator at the address specified, Section 1.7.2. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

Only information which is in the nature of legitimate trade secrets or non-published financial data shall 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 shall be rejected without further consideration or recourse.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at 9:00 AM until 12:00 PM CT on August 11, 2016 at Louisiana Workforce Commission 1001 N 23rd Street Baton Rouge, LA 70802. The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be distributed in writing and/or posted on the Internet.

1.7.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP coordinator as listed below.

Janice Scavone
Contract/Grants Reviewer
1001 North 23rd Street

Post Office Box 94094
Baton Rouge, LA 70804-9094
Phone: 225-342-7836
Fax: 225-219-9350
Email: jscavone@lwc.la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 4:00 PM CT on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by August 25, 2016 at:

https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

Only Janice Scavone has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

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

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;

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

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

State shall reserve the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at **https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.** It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any.

1.10 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 must be submitted to the RFP coordinator.

1.11 Waiver of Administrative Informalities

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

1.12 Proposal Rejection/RFP Cancellation

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

1.13 Ownership of Proposal

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

1.14 Cost of Offer Preparation

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

1.15 Taxes

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

1.16 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:v2536. The State must find that the selected Proposer:

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

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

1.17 Use of Subcontractors

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify 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 shall also be 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 State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.18 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet LWC's program objectives. If selected to present to the evaluation committee, the Proposer will be expected to present its multi-media campaign aimed at increasing awareness about the Unemployment Insurance program and ways to prevent fraudulent or improper payments. The

details for the presentation will be included in the invitation. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.19 Acceptance of Proposal Content

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

1.20 Evaluation and Selection

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

To evaluate all technical proposals, a committee whose members have expertise in various areas has been selected. The evaluation committee will assign the technical scores. Cost proposals will be evaluated independently of the technical evaluation. The scores will be compiled to arrive at the highest scored proposal.

1.20.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposer(s) determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers. The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

1.21 Contract Award and Execution

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

The State shall reserve 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 State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Attachment II. 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 45 business days or if the selected Proposer fails to sign the final contract within 14 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.22 Notice of Intent to Award

The evaluation committee will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

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

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

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

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

1.23 Right to Prohibit Award

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

1.24 Insurance Requirements

The contract resulting from this RFP will require that:

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 he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be

changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the 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.

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

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

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

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

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

1.25 Indemnification and Limitation of Liability

The contract resulting from this RFP will require that:

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

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

For all other claims against the Contractor where liability is not otherwise set forth in the 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, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to

back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

1.26 Payment

Payments under the contract resulting from this RFP will be predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 2.3 and 2.4. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payment within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of the UI Director or the director's designee.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid.

1.27 Termination

1.27.1 Termination of the Contract for Cause

The contract resulting from this RFP will provide that:

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

1.27.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

1.27.3 Termination for Non-Appropriation of Funds

The continuation of the contract resulting from this RFP shall be 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.

1.28 Assignment

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

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

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.

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.

1.31 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State. All such records shall be retained by Contractor for not less than 5 years following the conclusion of this contract and shall, upon request, be returned and or provided by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.32 Entire Agreement/Order of Precedence

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

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

1.33 Contract Changes

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

1.34 Substitution of Personnel

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

1.35 Governing Law

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

1.36 Claims or Controversies

Any claim or controversy arising out of the contract resulting from this RFP shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.1-1672.4.

1.37 Code of Ethics

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

1.38 Corporate Requirements

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

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

1.39 Outsourcing Internal Key Controls

Not Applicable to this RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Overview/Scope of Services

The U.S. Department of Labor (USDOL) has provided LWC with a grant to educate employers and unemployed claimants about the negative impacts of improper payments and how to prevent improper payments. Improper payments is a USDOL term for when a payment of unemployment benefits is paid incorrectly no matter the cause of the error. Both overpayment of benefits and underpayment of benefits are considered improper payments, however; the incidence of underpayments by the LWC is minimal.

The vast majority of LWC's unemployment benefits paid are considered correct and proper. Having zero percent improper payments is not realistic, however; the goal is to reduce the percentage of improper payments as much as possible.

The LWC uses USDOL's Benefit Accuracy Measurement (BAM) tool to determine the agency's rate and causes of improper payments. An analysis of data for 2014 and 2015 indicates the two causes of overpayments are both claimant error and a combination of both claimant and employer error.

Claimant errors occur when the claimant is receiving unemployment benefits while also working while not reporting earnings or reports the earnings incorrectly. Earnings should be reported in gross amount for the week they are earned, not the week they are paid.

Employer errors occur when employers either do not respond or inadequately respond in regards to a claim undergoing adjudication. Employers sometimes choose not to respond, or they choose not to contest an unemployment claim that is potentially ineligible by USDOL regulations.

Based on the random sample of BAM cases researched in 2014, 2015, and so far in 2016, the following general observations can be made about individuals who are found to have improper unemployment payments (excluding underpayments):

- Both men and women commit these errors almost equally (52% men, 48% women)
- The education level of claimants with cases showing improper payments were as follows:
  - 13% did not graduate high school
  - 42% were High school graduates or had a GED
  - 28% had some college or an associate's degree
  - 14% had a Bachelor's and/or graduate degree
- Ages of claimants with cases showing improper payments:
  - 31% -- Claimants between the ages of 30 and 39
  - 21% -- Ages 40-49
  - 21% -- Ages 50-59
  - 20% -- Ages 20-29

The occupations of claimants with cases showing improper payments covered a broad range, but there was a higher incidence among those in construction and extraction occupations, transportation and material moving occupations, and production occupations.

Improper payments occur among all industries. A review of employers identified with improper payments through the LWC's BAM process shows a slightly higher incidence in the following industries:

- Administrative Support
- Health Care and Social Assistance
- Construction
- Accommodation and Food Services

Anecdotal information on the national level shows industries where improper payments occur in greater frequency are education, food service (restaurants) and construction.

In an effort to maximize the funds for this campaign, the LWC has designated that the campaign will focus on the southern half of Louisiana, including the Lake Charles, Lafayette, Baton Rouge and New Orleans areas. Target industries will be construction, transportation, health care, education and hospitality/food service. The campaign should be geared toward individuals aged 25-54 with messaging at no greater than a high school level.

Based on the target audience and targeted areas identified above by the LWC, and the amount of the funding; the proposer should recommend a strategy and media campaign with a mixture of advertising, public relations, and promotions. The proposed mixture may include both traditional and electronic media, however; LWC desires to receive the most impressions and reach possible.

LWC also desires assistance from the Proposer in developing measurement tools to demonstrate campaign reach and/or effectiveness. The Proposer should take this task into account when designing the media plan.

In addition to proposing a strategic media plan, Proposers will be responsible for designing and developing all collateral pieces of the plan and all creative elements. All approved pieces are to be production ready for media placement.

Lastly, Proposers will be responsible for the placement of the collateral pieces. The Proposer is expected to negotiate on behalf of LWC and pay for the media buys from this contract's funding. With a limited budget, the Proposer must seek the most cost savings possible for the State.

Along with their plan, Proposers are to submit their proposed timeline for finalizing the media plan; creating all collateral pieces for the media plan; the purchasing of media buys for said collateral; and submitting a final report with agreed upon performance measurements.

See sections 2.3 and 2.4 below for a detailed listing of the tasks, services and deliverables for the project.

2.2 Period of Agreement

The contract resulting from this RFP is projected to begin on or about October 1, 2016 and to continue through September 30, 2017.

2.3 Tasks and Services

- Develop a strategic media campaign for LWC's UI program
    - Ensure the target audience and target markets are included in the campaign

- Assist LWC with defining measurable goals and performance measurements
- Use of both traditional and electronic media should be considered for the campaign, but the overall budget should be kept in mind
- Provide creative concepts regarding the strategy of the media campaign
- Provide creative concepts regarding the message of the media campaign
- Manage and report on the implementation of the media campaign

- Create all collateral pieces for the proposed media campaign
  - Provide creative concepts regarding the collateral pieces
  - Design and produce for placement all the creative elements
  - Manage and report on the design and production of the collateral pieces and creative elements
- Recommend media placement for collateral pieces, if applicable
  - Negotiate on behalf of LWC for media buys, seeking cost savings when possible
  - Purchase (including payment) on behalf of LWC all approved media buys
  - Track placement of campaign pieces to ensure implementation
  - Report on the impressions and reach for each media buy
- Attend LWC meetings
- Possible services provided may include the following depending on the proposed media plan:
  - Account management
  - Clerical
  - Bids and estimates
  - Copy writing
  - Creative development
  - Design and layout
  - Event logistics and planning
  - Illustrations
  - Photography
  - Casting, talent and ownership negotiations, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sound or property
  - Production supervision
  - Project management
  - Public relations writing
  - Design and execution of direct-mail programs

- Development, design and execution of special promotions, as directed
- Initiating and assisting with managing direct response programs
- Preparing finished copy for advertisements, websites, brochures, presentations, talking points, speeches, films, DVDs and videos
- Design and supervision of mock-ups and finished layouts for the above items, as directed
- Supervising the above services

2.4 Deliverables

Based on the tasks and services:

- The Contractor shall deliver a written plan for a strategic media campaign aimed at the target audiences and target markets identified by LWC. This plan shall be due within three weeks after contract execution and is subject to LWC approval.
- The Contractor shall deliver all collateral pieces and creative elements in production form and in an agreed upon format for LWC's review and approval prior to execution.
- The Contractor shall deliver a media placement schedule for all applicable media buys.
- Upon LWC approval of media placement schedule, Contractor shall purchase said media buys and submit to LWC proof of payment.
- The Contractor shall deliver proof for all media placement along with the actual number of impressions and reach it garnered.
- The Contractor shall deliver weekly reports on the progress and status of implementing the media campaign.

2.6 Scope of Work Elements

2.6.1 Functional Requirements

In addition to the media plan being approved by LWC, each collateral piece, creative element and media placement shall be pre-approved by the LWC project manager. All produced work shall be submitted to LWC in both production ready and in an agreed format for LWC's review and approval.

Prior to commencing any specific work, initiative, program, promotion, public/private partnership, or other project under this contract the Contractor shall request **written** approval from the State, to include the following information:

A high-level description including:

a) Research justification

b) Creative and/or artistic concept

c) Cost estimates and bids inclusive of personnel costs, billable hours, third party expenses, media costs, materials, etc.

d) Estimated completion date for said project.

e) Sources for any services to be provided by non-Contractor personnel.

f) Contractor shall submit upon request, a cost-benefit analysis or a projection/ calculation/ forecast of the prospective value along with proposed performance measurements and monitoring plan.

2.6.2 Technical Requirements

Not applicable to this RFP

2.6.3 Project Requirements

Both the Contractor and LWC will identify their respective project managers with their respective roles outlined below.

LWC's project manager shall be responsible for:

- Serving as point of contact with the Contractor
- Establishing a LWC working team for the project, including LWC communications staff
- Coordinating participation from internal and external stakeholders, as required
- Working closely with the Contractor's project manager to launch the media campaign, keeping LWC management abreast of any issues or complications
- Reviewing weekly status reports, and if necessary, schedule meetings with the Contractor
- Working closely with the Contractor's project manager to wrap up the media campaign, keeping LWC management abreast of any issues or complications
- Reviewing the deliverables for accuracy and timeliness and recommend acceptance

The Contractor project manager shall be responsible for:

- Serving as point of contact with LWC
- Facilitating communications with the LWC project manager, including the submission of weekly status reports and updates, and if necessary, meetings to discuss the media campaign's status
- Coordinating tasks and deliverables to ensure performance goals and deadlines are met
- Working closely with LWC's project manager to wrap up the media campaign ensuring all collateral pieces and creative elements have been submitted to LWC for its files
- Managing, coordinating and deploying Contractor personnel

PART III: EVALUATION

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

Criteria	Maximum Score
1. Company Background and Experience	100
2. Approach and Methodology	300
3. Staff Qualifications and Experience	250
4. Hudson/Veteran Small Entrepreneurship Program	100
5. Cost	250
Total Score	1000

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 250 points. Other proposers shall receive cost points based upon the following formula.

BCS = (LPC/PC X 25)

Where: BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed total cost of all proposers

PC = Total cost of proposer being evaluated

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

An allowance of ten percent (10%) of the total evaluation points on this RFP shall be 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)

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

- The Contractor shall deliver a written plan for a strategic media campaign aimed at the target audiences and target markets identified by LWC. This plan shall be due three weeks after contract execution.
- The Contractor shall deliver all collateral pieces and creative elements in production form and in an agreed upon form for LWC's review and approval prior to execution.
- The Contractor shall deliver a media placement schedule for all applicable media buys.
- Upon LWC approval of media placement schedule, Contractor shall purchase said media buys and submit to LWC proof of payment.
- The Contractor shall deliver proof for all media placement along with the actual number of impressions and reach it garnered.
- The Contractor shall deliver weekly reports on the progress and status of implementing the media campaign.

4.2 Performance Measurement/Evaluation

LWC shall identify a contract monitor to manage this contract for performance and compliance. The contract monitor shall review weekly reports submitted by the Contractor and shall escalate any identified issues to management. The contract monitor shall evaluate the performance of the Contractor based on the Contractor's ability to meet the stated performance requirements within the timeline identified in the contract.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will 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.

ATTACHMENT I: 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. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: ( ) _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 14 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 shall certify, 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. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____ _____

SIGNATURE of Proposer's Authorized Representative DATE

ATTACHMENT II: SAMPLE CONTRACT

(ACTUAL CONTRACT WILL VARY. SAMPLE CONTRACT BELOW DOES NOT INCLUDE ALL CLAUSES THAT WILL BE NECESSARY TO INCORPORATE RFP-SPECIFIC REQUIREMENTS ABOVE. TERMS BELOW ARE SUBJECT TO CHANGE.)

STATE OF LOUISIANA

CONTRACT

On this ____day of _____, 20___, the State of Louisiana, [*STATE AGENCY NAME*], hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A CONCISE DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH STATEMENT OF WORK]

1.2 STATEMENT OF WORK

{Define work/services/deliverables to be provided by Contractor composed from RFP & Proposers response. May be included in an attachment if detail is lengthy.}

1.2.1. GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2. *PERFORMANCE MEASURES*

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.2.3. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the Contractor and the expenditure of funds under this contract. [*Name and Title or Position]* will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

Note: If your funding source includes restrictions against use of this type of initiative, this section should not be used.

During the term of the contract and at expiration, the Contractor will 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.

1.2.6. SUBSTITUTION OF KEY PERSONNEL

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

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE].* State has the right to contract for up to a total of three (3)years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

{This information should be tailored to the specific state resources to be furnished for this contract.}

State shall appoint *a* Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *$[TO BE INSERTED].* Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee).*

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

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

For all other claims against the Contractor where liability is not otherwise set forth in the 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, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

6 CONTRACT CONTROVERSIES

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

7 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.

8 FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds 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 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 are not appropriated.

9 ASSIGNMENT

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

10 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11 CONTRACT MODIFICATION

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

12 CONFIDENTIALITY OF DATA

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

13 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

14 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as

amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Contractor assures that it will not 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.

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

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

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 the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by

himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his 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 $1,000,000.

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

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

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

16 GOVERNING LAW

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.

17 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 Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

18 SEVERABILITY

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

19 INDEPENDENT ASSURANCES

(Applicable if outsourcing a key internal control. Note that if the scope of work involves information technology, the IT/Data Processing contract template should be used instead, along with this language)

The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II

audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The Contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

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

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

20 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

21 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

(Agency specific terms and conditions may be added, if needed.)

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

CONTRACTOR'S SIGNATURE	STATE'S SIGNATURE
DATE	DATE

Attachment III – Cost Proposal

Unemployment Insurance
Multimedia Campaign on Improper Payment Prevention

RFP _____

Name of Company_____

Proposal Number_____

Contract Deliverables and Cost per Deliverable:
(This section is valued at 250 pts.)

Deliverable	Proposed Cost
The Contractor shall deliver a written plan for a strategic media campaign aimed at the target audiences and target markets identified by LWC. This plan shall be due within three weeks after contract execution and is subject to LWC approval.	
The Contractor shall deliver all collateral pieces and creative elements in production form and in an agreed upon format for LWC's review and approval prior to execution.	
The Contractor shall deliver a media placement schedule for all applicable media buys.	
Upon LWC approval of media placement schedule, Contractor shall purchase said media buys and submit to LWC proof of payment.	
The Contractor shall deliver proof for all media placement along with the actual number of impressions and reach it garnered.	
The Contractor shall deliver weekly reports on the progress and status of implementing the media campaign.	
Total cost for all six contract deliverables (This amount should total all the above deliverables.):	

Subcontractor Arrangements, if any (please explain):
For informational purposes only. This will not be used in scoring the Cost Proposal.