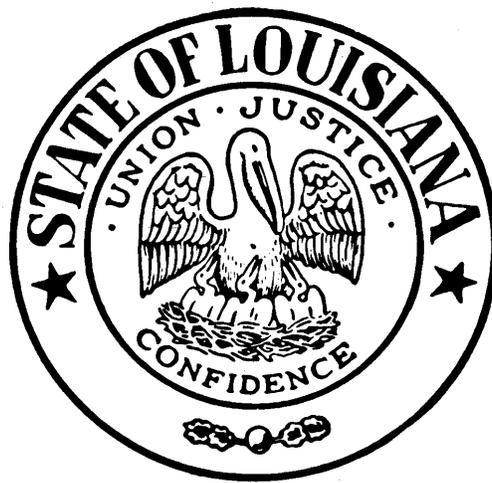


REQUEST FOR PROPOSAL

Education and Outreach for GOHSEP Programs



RFP #:111PUR-16006

PROPOSAL DUE DATE/TIME: DECEMBER 12, 2016

2:00 PM CST

State of Louisiana
Governor’s Office of Homeland Security and Emergency Preparedness
ISSUED: November 4, 2016

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REQUEST FOR PROPOSAL FOR

Education and Outreach for GOHSEP Programs

Part 1. ADMINISTRATIVE AND GENERAL INFORMATION

1.1. Background

In order to assure that its state, local, private non-profits, tribal partners, sub recipients and the citizens of Louisiana are fully prepared to respond to and recover from prior and future disasters and to exercise mitigation activities for future disasters, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) (hereinafter referred to as the GOHSEP and/or State) commits substantial resources to provide education and outreach resources and programs to meet these challenges. The education and outreach resources and programs address all aspects of emergency preparedness, response, prevention, public assistance and hazard mitigation programs.

The success of these education and outreach programs is based upon assisting in the development of course materials and providing support for message delivery through publication documents. GOHSEP is seeking a qualified contractor who can provide the above described services.

1.1.1. Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing the State the following:

To identify a contractor who can provide the expertise required, as outlined in the following paragraphs, who will assist the State with the development and delivery of its education and outreach initiatives related to the emergency preparedness, response, prevention, public assistance and hazard mitigation programs, and to provide support to the State, including its investments in graphic design and production, message development, visual identity and consistency, marketing collateral, consumer research and other promotional, marketing and advertising-related services. All of this will help improve education and outreach efforts to state agencies, parishes, municipalities, private non-profits, tribal partners, sub recipients and the citizens of Louisiana regarding GOHSEP programs.

1.1.2. Goals and Objectives

The goal of this contract is for the selected Proposer to assist the State in its efforts to improve education and outreach initiatives targeted to state agencies, parishes, municipalities, private non-profits, tribal partners, sub recipients and the citizens of Louisiana regarding GOHSEP programs.

The objective of the tasks performed by the selected Proposer under this contract is to provide assistance to the state with the development and delivery of its education and outreach initiatives including its investments graphic design and production, message

development, visual identity and consistency, marketing collateral, consumer research and other promotional, marketing and advertising-related services.

1.2. Definitions

- A. Shall and Will - The terms “shall” and “will” denote mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May and Can - The terms “may” and “can” denote an advisory or permissible action.
- D. Should - The term “should” denotes a desirable action.
- E. Contractor - Any person having a contract with a governmental body; the selected proposer.
- F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State - The State of Louisiana.
- H. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. DOA - Division of Administration
- J. OSP - Office of State Procurement
- K. Proposer - A firm or individual who responds to this RFP.
- L. RFP - Request for Proposal
- M. GOHSEP - Governor’s Office of Homeland Security and Emergency Preparedness

1.3. Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	November 4, 2016
Deadline for receipt of written inquiries	November 15, 2016
Issue responses to written inquiries	November 22, 2016
Deadline for receipt of proposals	December 12, 2016
Oral discussion with proposers	N/A
Notice of Intent of Award to be mailed	To be scheduled
Contract execution	To be scheduled

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 Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 2:00 p.m. Central Daylight Time 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:

***Crystal James
Executive Staff Officer
Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)
7667 Independence Boulevard
Baton Rouge, LA 70806***

For courier delivery, the street address is **7667 Independence Boulevard, Baton Rouge, LA 70806**, and the telephone number is **(225) 925-7500**. 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 or exceed the following qualifications:

- Outline prior experience working on similar projects
- Exhibit that proposed staff has the requisite knowledge of FEMA's emergency preparedness, response, prevention, public assistance and hazard mitigation programs as required in the Scope of Work/Services Section, Part 2.

1.5. Proposal Format

This section describes the desired format and content for the proposals.

- Cover Letter**: A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
- Table of Contents**: The proposal should be organized in the order contained herein.
- 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 ninety (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 should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment II, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

- D. Company Background and Experience:** The Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should 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 should 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 should clearly describe their ability to meet or exceed the (minimum or desired) 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.

Examples of what agencies may include in requesting information on a Proposer's approach and methodology:

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

- F. Staff Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) staff qualifications described in Section 1.4.1.

G. Cost Proposal:

The Proposer shall submit **under separate cover; no pricing information should be submitted with Technical Proposal.**

The proposal shall include an hourly rate (inclusive of travel and all project expenses) for each position description listed in Attachment III: Cost Sheet. The hourly rates shall be inclusive of labor, overhead, travel and all other expenses. Failure to provide an hourly rate for each position shall cause proposal to be disqualified.

The cost evaluation will be based upon the sum of hourly rates for the descriptions submitted by the proposer in Attachment III: Cost Sheet. The total cost will be determined by the sum of all hourly rates stated. The proposer with the lowest total cost shall receive a score of twenty-five (25) points for the cost category. The remaining proposers will receive a cost score based upon the following formula:

$$CS = (LPC/PC*25)$$

Where:

CS = Computed cost score (points) for proposer being evaluated
LPC = Lowest proposed total cost of all proposers
PC = Proposer's total cost

The State shall not pay or be responsible for any lodging or per diem.

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

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

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

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 entrepreneurship 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 entrepreneurship to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

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

I. Certification Statement: The Proposer **must sign and submit the Certification Statement** shown in Attachment I.

1.5.1. Number of Copies of Proposals

The State requests that **seven (7) hardcopies of the Technical portion** of the proposal and **two (2) hardcopies of the Cost Response** (Attachment III, Cost Response) be submitted to the RFP Coordinator at the address specified. At least one of the hardcopies 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 proposer is a corporation. The hardcopy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

In addition, **one (1) electronic copy of the entire proposal** in PDF format, and **one (1) electronic redacted copy (if applicable) of the entire proposal** in PDF format should be submitted on disk or flash drive.

If a proposal contains confidential information, the Proposer should provide a redacted version of the proposal omitting those responses (or options thereof) and attachments that the Proposer determines are within the scope of the exception to the Louisiana Public Records Law. In a separate document, the Proposer shall provide the justification for each omission. If the Proposer does not submit the redacted copy, the Proposer waives any claim to keep information confidential. When submitting the redacted copy, the Proposer shall clearly mark the cover as such – “REDACTED COPY” – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

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

Proposer should refer to the Louisiana Public Records Act, La. R.S. 44:1, et. seq., for further clarification using the link provided below
<https://www.legis.la.gov/Legis/Law.aspx?p=y&d=99632>.

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 GOHSEP.

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

NOT APPLICABLE FOR THIS SOLICITATION

1.7.2. Proposer Inquiries

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

Crystal James

Executive Staff Officer

Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)

7667 Independence Boulevard

Baton Rouge, LA 70806

(225) 358-5333, Office / (225) 925-7345, Fax

Crystal.D.James@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 2:00 p.m. CST 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 **November 22, 2016** at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the RFP Coordinator 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://www.cfprd.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. *(NOTE: if addenda are posted to agency or other website, agency is responsible for adding the applicable information in this section.)*

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. Contractor's federal tax identification number is _____.

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 34:136. 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 should 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

NOT APPLICABLE TO THIS RFP.

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 team, 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.

1.20.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the 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 thirty (30) business days or if the selected Proposer fails to sign the final contract within fifteen (15) 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 Team 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 and proceed to negotiate terms for final contract. 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 fourteen (14) calendar days after the award has been announced by the agency.

The award of a contract shall 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 Louisiana Procurement Code, including contracts for professional, personal, consulting and social services.

1.24. Insurance Requirements

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.

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

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

Contractor's hourly rates shall be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment

and in-house resources. No Contractor charges above the contracted hourly rate(s) will be accepted.

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 thirty (30) calendar days of the approval of invoice and under a valid contract.

Payment will be made only on approval of GOHSEP Contract Manager.

On materials produced by outside suppliers, GOHSEP agrees to pay the Contractor the cost of such materials as invoiced by the suppliers, plus any additional taxes incurred by the Contractor, and the Contractor may not add to or mark up any such costs.

1.27. Termination

1.27.1. Termination of the Contract 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.

1.27.2. Termination of the Contract 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.

1.27.3. Termination for Non-Appropriation of Funds

The continuation of this contract 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 shall agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor shall agree to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor shall agree 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, 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 and shall, upon request, be returned 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 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 shall be binding on any of the parties.

1.34. Substitution of Personnel

The Contractor's personnel assigned to this Contract 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 his proposal.

1.35. 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.

1.36. Claims or 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

1.37. Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics 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. Other Requirements

The Federal Emergency Management Agency is providing funding for this contract. As such, the contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

Contractor agrees to comply with:

- The Copeland Anti-Kickback Act
- All reporting requirements
- The Clean Air Act and Water Pollution Act
- The Byrd Anti-Lobbying Act
- Shall allow the State, FEMA, and the Department of Homeland Security Office of Inspector General access to all records related to this contract.
- Shall retain all records for a period of three years after the termination date of this contract.
- The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan (La. R.S. 40:1730.49)
- The requirement to declare that Contractor or any subcontractors employed in connection with this contract are currently not disqualified as a result of debarment or suspension
- The requirements of 2 CFR 200.322 and Section 6002 of the Solid Waste Disposal Act where practicable (applies to work on disasters occurring after 12/26/2015)

Part 2. SCOPE OF WORK/SERVICES

2.1. Overview

The Contractor shall provide services as described in Section 3.3 to the State for the purpose of assisting the State in the success of its education and outreach programs.

2.2. Period of Agreement

This contract shall begin on January 9, 2017 and shall end on January 8, 2018. State anticipates the initial term to be one year, with two one-year options to extend with the same terms and conditions with the concurrence of the Contractor and all appropriate approvals.

2.3. Tasks and Services

The Contractor will be issued task orders for each education and outreach task as determined by the State. The tasking's shall include but shall not be limited to the following:

- Updates to existing GOHSEP education and outreach materials and publications
- Design and development of new GOHSEP education and outreach materials and publications
- Participate in GOHSEP workgroup meetings to discuss required education and outreach materials for various seminars, exercises and workshops for sub recipients and prospective sub recipients addressing emergency preparedness, response, prevention, public assistance and hazard mitigation programs.

Accordingly, the Contractor shall provide the following services as needed with the planned events, to include those services which are determined to be ancillary by the GOHSEP contract manager to this statement of work and which may not be specifically stated herein:

- Contractor shall research target audience and determine appropriate outreach strategies for education and outreach and promotion.
- Based upon technical information from GOHSEP staff members, Contractor shall design and prepare content and produce education and outreach resources to

- include promotional materials using graphic layout that is attractive and user friendly.
- The Contractor shall provide all other services, as requested by GOHSEP, to achieve the goals of the education and outreach to GOHSEP staff and sub recipients.

The Contractor shall work under the supervision of a member of the GOHSEP staff, and shall perform at a minimum, all of the following services, or have specific arrangements with outside contractors to deliver these services:

- Creative development;
- Project management;
- Production Management;
- Consumer research/testing.

The Contractor shall:

- Produce and assist in the production of print, audio-visual, trade graphics and displays, radio, and electronic marketing tools that establish a consistent visual image of GOHSEP and effectively promote key messages to target audiences.
- Assist in the development and source identification of promotional items.
- Provide advice and counsel to GOHSEP on education and outreach publications.
- Coordinate and supervise GOHSEP-placed printing.
- Develop concepts, themes, layouts, messaging and copy for print and web;
- Prepare finish copy for web site, brochures, high-quality presentations, films, etc. as directed;
- Prepare mock-ups and finished layouts for the above items as directed;
- Acquire professional-quality photography and other materials required to execute above
- Design and supervise production for ready to print artwork for all marketing pieces;
- Design and supervise production for trade shows booths, presentations, and other electronic art materials;

The Contractor shall proceed with its services only upon written Task Order issued from time to time by GOHSEP (such written authorizations may also be called a "Notice to Proceed" or "NtP"), with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project.

2.4. Deliverables

The Contractor shall provide to GOHSEP:

- The tasks and services contracted for under this agreement, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this contract, and all copy, artwork, layouts, designs, photographs, plates negatives, proposals, computer discs, graphics, DVDs and other such material etc., prepared, generated or obtained in connection with the services provided pursuant to this agreement;
- Invoices requesting payments due hereunder, including a summary description of a brief recap of the Contractor's services provided pursuant to and in fulfillment of the

goals and objectives of this agreement during the previous period which are included in the Invoice.

- Submit to GOHSEP written daily time and attendance reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to GOHSEP. Such daily reports shall be due to GOHSEP with the applicable monthly invoice.

Specific deliverables will be provided for each task order. Those deliverables shall include but shall not be limited to the following:

- Provide best practices outreach, marketing and promotional strategies for the activity.
- Collect all required content development at a centralized collection point.
- Develop marketing and promotional tags and messaging.
- Produce camera ready creative writings where needed for materials to support the activity.
- Produce, with outside resources as needed, electronic ready creative where needed to support the activity with all outside costs required to be billed at net cost to GOHSEP.
- Any other tasks approved by GOHSEP to ensure successful outreach and education initiatives.

2.5. Scope of Work Elements

2.5.1. Functional Requirements

The Contractor will provide the services that are outlined within the Scope of Services to meet the needs of the State of Louisiana to include assisting in the delivery of its education and outreach programs message, including its investments in graphic design and production, message development, visual identity and consistency, marketing collateral, project management, consumer research and other promotional and marketing services. Education and outreach programs support provided by the Contractor shall be based upon relevant agenda content, reach the proper audience and be tailored for delivery in an attractive manner which includes materials specific to the task assigned by GOHSEP.

2.5.2. Technical Requirements

NOT APPLICABLE TO THIS CONTRACT.

2.5.3. Project Requirements

State shall appoint a Contract Manager for this Contract and Project Managers for each issued task order. The Project Manager will provide oversight of the task order activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Manager shall be the principal point of contact on behalf of the State, the only person authorized to issue a Task Order, and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Part 3. EVALUATION

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

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

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

CRITERIA	MAXIMUM SCORE
<i>1. Company Background and Experience</i>	20
<i>2. Approach and Methodology</i>	25
<i>3. Staff Qualifications</i>	20
<i>4. Hudson/Veteran Small Entrepreneurship Program</i>	10
<i>5. Cost</i>	25*
TOTAL SCORE	100

3.1. Cost Evaluation

*The Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 25)$$

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

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)

Proposer shall clearly identify anticipated earnings to accrue to the

certified small entrepreneurship(s).

Part 4. PERFORMANCE STANDARDS

4.1. Performance Requirements

Contractors shall provide staffing to support timely and accurate assistance to GOHSEP as required to fulfill Task Order requirements. The expected performance metric numbers will be based on current work requirements and will be tasked upon GOHSEP's needs.

4.2. Performance Measurement/Evaluation

The performance of the contract will be measured by the State Contract Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Scope of Services. The submission of satisfactory daily reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this 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 II: SAMPLE 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

1.1.1. Overview

The Contractor shall provide services as described in Section 1.2 to the State for the purpose of assisting the State in the success of its education and outreach programs.

1.1.2. Goals and Objectives

The goal of this contract is for the selected Proposer to assist the State in its efforts to improve education and outreach initiatives targeted to state agencies, parishes, municipalities, private non-profits, tribal partners, sub recipients and the citizens of Louisiana regarding GOHSEP programs.

The objective of the tasks performed by the selected Proposer under this contract is to provide assistance to the state with the development and delivery of its education and outreach initiatives including its investments graphic design and production, message development, visual identity and consistency, marketing collateral, consumer research and other promotional, marketing and advertising-related services.

1.1.3. Deliverables

The Contractor shall provide to GOHSEP:

- The tasks and services contracted for under this agreement, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this contract, and all copy, artwork, layouts, designs, photographs, plates negatives, proposals, computer discs, graphics, DVDs and other such material etc., prepared, generated or obtained in connection with the services provided pursuant to this agreement;
- Invoices requesting payments due hereunder, including a summary description of a brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this agreement during the previous period which are included in the Invoice.
- Submit to GOHSEP written daily time and attendance reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to GOHSEP. Such daily reports shall be due to GOHSEP with the applicable monthly invoice.

Specific deliverables will be provided for each task order. Those deliverables shall include but shall not be limited to the following:

- Provide best practices outreach, marketing and promotional strategies for the activity.
- Collect all required content development at a centralized collection point.
- Develop marketing and promotional tags and messaging.

- Produce camera ready creative writings where needed for materials to support the activity.
- Produce, with outside resources as needed, electronic ready creative where needed to support the activity with all outside costs required to be billed at net cost to GOHSEP.
- Any other tasks approved by GOHSEP to ensure successful outreach and education initiatives.

1.2. STATEMENT OF WORK

1.2.1. Tasks and Services

The Contractor will be issued task orders for each education and outreach task as determined by the State. The tasking's shall include but shall not be limited to the following:

- Updates to existing GOHSEP education and outreach materials and publications
- Design and development of new GOHSEP education and outreach materials and publications
- Participate in GOHSEP workgroup meetings to discuss required education and outreach materials for various seminars, exercises and workshops for sub recipients and prospective sub recipients addressing emergency preparedness, response, prevention, public assistance and hazard mitigation programs.

Accordingly, the Contractor shall provide the following services as needed with the planned events, to include those services which are determined to be ancillary by the GOHSEP contract manager to this statement of work and which may not be specifically stated herein:

- Contractor shall research target audience and determine appropriate outreach strategies for education and outreach and promotion.
- Based upon technical information from GOHSEP staff members, Contractor shall design and prepare content and produce education and outreach resources to include promotional materials using graphic layout that is attractive and user friendly.
- The Contractor shall provide all other services, as requested by GOHSEP, to achieve the goals of the education and outreach to GOHSEP staff and sub recipients.

The Contractor shall work under the supervision of a member of the GOHSEP staff, and shall perform at a minimum, all of the following services, or have specific arrangements with outside contractors to deliver these services:

- Creative development;
- Project management;
- Production Management;
- Consumer research/testing.

The Contractor shall:

- Produce and assist in the production of print, audio-visual, trade graphics and displays, radio, and electronic marketing tools that establish a consistent visual image of GOHSEP and effectively promote key messages to target audiences.
- Assist in the development and source identification of promotional items.

- Provide advice and counsel to GOHSEP on education and outreach publications.
- Coordinate and supervise GOHSEP-placed printing.
- Develop concepts, themes, layouts, messaging and copy for print and web;
- Prepare finish copy for web site, brochures, high-quality presentations, films, etc. as directed;
- Prepare mock-ups and finished layouts for the above items as directed;
- Acquire professional-quality photography and other materials required to execute above
- Design and supervise production for ready to print artwork for all marketing pieces;
- Design and supervise production for trade shows booths, presentations, and other electronic art materials;

The Contractor shall proceed with its services only upon written Task Order issued from time to time by GOHSEP (such written authorizations may also be called a "Notice to Proceed" or "NtP"), with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project.

1.2.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Contract 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:

1.2.2.1. Performance Requirements

Contractors shall provide staffing to support timely and accurate assistance to GOHSEP as required to fulfill Task Order requirements. The expected performance metric numbers will be based on current work requirements and will be tasked upon GOHSEP's needs.

1.2.2.2. Performance Measurement/Evaluation

The performance of the contract will be measured by the State Contract Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Scope of Services. The submission of satisfactory daily reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this contract.

1.2.3. MONITORING PLAN

The GOHSEP Contract Manager 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:

1.2.3.1. GOHSEP CONTRACT MANAGER

GOHSEP Staff Person is appointed as the GOHSEP Contract Manager (CM) for this contract. GOHSEP reserves the right to replace the CM at its discretion. The

Contractor shall continue to be responsible for the management, supervision and performance of Contractor personnel.

1.2.3.2. GOHSEP PROJECT MONITOR

The Project Monitor (PM) for GOHSEP shall be a GOHSEP Staff Person (TO BE DETERMINED). GOHSEP reserves the right to replace the PM at its discretion.

1.2.3.3. RESPONSIBILITIES OF GOHSEP PERSONNEL

Responsibilities of Contract Manager

- Monitors performance of the contract.
- Provides guidance and assistance to the Project Manager.

Responsibilities of Project Manager

- Prepares and delivers appropriate task orders directed to the Contractor.
- Provides oversight and direction on the day-to-day activities of Contractor personnel.
- Serves as GOHSEP's principal point of contact for Contractor project manager and as monitor of Contractor's performance under this contract.
- Regularly monitors the staffing levels of the Contractor and maintains/adjusts those staffing levels in accordance with the needs of GOHSEP.
- Coordinates with applicants and measure the effectiveness of Contractor personnel assigned to applicants.

1.2.3.4. ASSIGNED CONTRACTOR PERSONNEL

The Project Manager for the Contractor (Name of individual to be supplied by Contractor prior to signing of the contract) is hereby appointed as the Contractor's PM for this contract.

RESPONSIBILITIES OF CONTRACTOR PROJECT MANAGER

- Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor's personnel are performing within the contract's scope of services
- Executes all task orders signed by the State PM or other individual authorized in writing by the Director of GOHSEP
- Ensure that the following deliverables are produced:
 - Submitting monthly invoice with required support.
 - Written daily time and attendance reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to GOHSEP. Such daily reports shall be due to GOHSEP with the applicable monthly invoice.

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Task Order in accordance to Section 1.2.1.

1.2.5. Veteran-Owned and Service-Connected 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.

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 January 9, 2017 and shall end on January 8, 2018. State anticipates the initial term to be one year, with two one-year options to extend with the same terms and conditions with the concurrence of the Contractor and all appropriate approvals.

2.2. STATE FURNISHED RESOURCES

The State will provide office space and state computers as needed for Contractor to conduct tasks as assigned.

State shall appoint a Contact Manager for this Contract identified in Section 1.2.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Manager 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. PAYMENT TERMS

In consideration of the services described above, GOHSEP hereby agrees to pay the Contractor a maximum fee not to exceed \$_____ (to be determined). This amount is inclusive of all cost for consulting services. No travel cost will be reimbursed separately.

Contractor's hourly rates shall be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. No Contractor charges above the contracted hourly rate(s) will be accepted.

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 thirty (30) calendar days of the approval of invoice and under a valid contract.

On materials produced by outside suppliers, GOHSEP agrees to pay the Contractor the cost of such materials as invoiced by the suppliers, plus any additional taxes incurred by the Contractor, and the Contractor may not add to or mark up any such costs.

Payment will be made only on approval of GOHSEP Contract Manager.

Contractor shall be compensated for its services, as follows:

Position	Hourly Rate
Bids & Estimates	
Clerical	
Client Administrative	
Client Contact	
Client Planning	
Computer Mechanical	
Copy Writing	
Creative Concept	
Creative Supervision	
Delivery/Runs	
Design and Layout	
Illustration	
Photography/Time	
Production Supervision	
Project Management	
Research	
Writing	
Story Board	
Proofreading	
Total Hourly Cost – All Positions	

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. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor shall agree 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, 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.

14. INSURANCE

(Agencies should discuss with ORM any specific insurance requirements and amend this section to meet their needs.)

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 subcontractor 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.

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.

15. APPLICABLE LAW

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

16. 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.

17. 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.

18. 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.

19. 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.

20. OTHER REQUIREMENTS

The Federal Emergency Management Agency is providing funding for this contract. As such, the contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable. Contractor agrees to comply with:

- The Copeland Anti-Kickback Act
- All reporting requirements required by State
- The Clean Air Act and Water Pollution Act
- The Byrd Anti-Lobbying Act
- Shall allow the State, FEMA, and the Department of Homeland Security Office of Inspector General access to all records related to this contract.
- Shall retain all records for a period of three years after the termination date of this contract.
- The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan (La. R.S. 40:1730.49).
- The requirement to declare that Contractor or any subcontractors employed in connection with this contract are currently not disqualified as a result of debarment or suspension.
- The requirements of 2 CFR 200.322 and Section 6002 of the Solid Waste Disposal Act where practicable (applies to work on disasters occurring after 12/26/2015).

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

WITNESSES SIGNATURES:

CONTRACTOR:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

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

WITNESSES SIGNATURES:

Print Name: _____

Print Name: _____

GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY
PREPAREDNESS

By: _____

Print Name: _____

Title: _____

ATTACHMENT III: Cost Sheet

***NOTE – Cost Sheet shall be submitted under separate cover and NOT with Technical Proposal**

Position	Hourly Rate
Bids & Estimates	
Clerical	
Client Administrative	
Client Contact	
Client Planning	
Computer Mechanical	
Copy Writing	
Creative Concept	
Creative Supervision	
Delivery/Runs	
Design and Layout	
Illustration	
Photography/Time	
Production Supervision	
Project Management	
Research	
Writing	
Story Board	
Proofreading	
Total Hourly Cost – All Positions	

¹ Hourly rates listed in response to the above may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but shall not be increased. The hourly rates shall be inclusive of labor, overhead, and all other expenses.

On materials produced by outside suppliers, GOHSEP agrees to pay the Contractor the cost of such materials as invoiced by the suppliers, plus any additional taxes incurred by the Contractor, and the Contractor may not add to or mark up any such costs.