



## **REQUEST FOR PROPOSALS**

**for**

### **BUREAU OF FAMILY HEALTH – PARTNERS FOR FAMILY HEALTH COMMUNICATION AND MEDIA SERVICES**

**State of Louisiana Department of Health Office of Public Health  
Bureau of Family Health**

**RFP #: 3000016362**

**Proposal Due Date/Time: August 4, 2021 at 4:00 PM CT**

**Release Date: June 25, 2021**

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**REQUEST FOR PROPOSAL**  
**FOR**  
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**COMMUNICATION AND MEDIA SERVICES**

**PART 1. ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing statewide social marketing and multimedia services for the Bureau of Family Health (BFH) and the Bureau of Nutrition Services' Louisiana Supplemental Nutrition Program for Women, Infants, and Children (WIC) to promote the Federal Title V Maternal and Child Health Partners for Healthy Babies (PHB) helpline, the Partners for Family Health (PFH) web portal and associated websites, the Louisiana WIC website, and the programs and services of BFH. These services are necessary to inform, educate, and empower Louisiana families, providers, and community partners by connecting them to the programs, data, services, and resources of BFH and WIC.

**1.2 Background**

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana (hereinafter, "State"). The Louisiana Department of Health is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities (OCDD), Office of Behavioral Health (OBH), Office of Aging and Adult Services (OAAS), and the Office of Public Health (OPH). The Office of Public Health contains both the Bureau of Family Health (BFH) and the Bureau of Nutrition Services' Louisiana Supplemental Nutrition Program for Women, Infants and Children (Louisiana WIC). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The OS is responsible for establishing policy and administering operations, programs, and affairs. The OS's Bureau of Media and Communications (BMAC) is responsible for establishing the overall messaging, marketing and outreach direction, and for overseeing the production of all related materials for public-facing campaigns. The Bureau of Family Health (BFH) and the Louisiana Supplemental

Nutrition Program for Women, Infants and Children (Louisiana WIC) are a part of the Office of Public Health (OPH) in the Center for Community and Preventive Health Services.

BFH is the state agency responsible for administering the Federal Title V Maternal and Child Health Block Grant. BFH administers programs that work to promote the health of pregnant people, people of childbearing age including men, as well as infants, children, and youth (including those with special health care needs) and works to assure that families in Louisiana have access to high quality primary care and preventive services. BFH's mission is to elevate the strengths and voices of individuals, families, organizations and communities to catalyze transformational change to improve population health and achieve equity. The BFH promotes optimal health through: the provision of reliable data to monitor health and well-being, guide programs, and inform public policy; preventive and educational services that are grounded in best practices and evidence; high quality clinical services that are accessible to all populations; policy and educational initiatives to improve access to medical, behavioral health and supportive services, and to improve community health; and partnerships with communities, government, and academia to advance common goals. The foundational pillars that guide the work of the BFH include:

- Identify, understand, and respond to complex challenges and opportunities
- Align efforts to improve health outcomes in the populations we serve
- Build coordinated partnerships toward action
- Test, scale and spread solutions for impact
- Contribute to public health evidence-base

Louisiana WIC is a USDA grant funded, public health nutrition program in the OPH Bureau of Nutrition Services. The WIC program is designed to safeguard the health of low to moderate income women, infants and children up to age five (5) who are at nutrition risk. To assure healthy pregnancies, healthy birth outcomes and healthy growth and development, WIC provides nutrition education, nutritious foods to supplement diets, breastfeeding promotion and support, and referrals to health and social services. The results of studies conducted by USDA and other non-government entities prove that WIC is one of the nation's most successful and cost-effective nutrition intervention programs. Louisiana WIC currently provides WIC services in 105 public health and contract agencies across the state, with an average monthly participation of 112,000 families in State Fiscal Year 2018.

According to the CDC (Center for Disease Control), one of the 10 Essential Public Health Services is to inform, educate, and empower people about health issues.<sup>1</sup> BFH and Louisiana WIC have resources, data, services, and information for Louisiana families, providers, and community partners. The Partners for Family Health campaign is the public face of BFH and links women and men, parents and families, and providers and partners to BFH's and Louisiana WIC's programs, data, information, and resources online at [PartnersForFamilyHealth.org](https://PartnersForFamilyHealth.org). Resources and program information can also be found on the Louisiana WIC website ([LouisianaWIC.org](https://LouisianaWIC.org)), and through the state's federally-mandated Title V Maternal and Child Health Partners for Healthy Babies Helpline (1-800-251-BABY (2229)) and website ([PartnersForHealthyBabies.org](https://PartnersForHealthyBabies.org)).

BFH and Louisiana WIC are also committed to promoting health equity in their work, and these organizations partner to promote resources related to optimizing family health throughout one's life.

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<sup>1</sup> Centers for Disease Control and Prevention. The Public Health System & the 10 Essential Public Health Services. <https://www.cdc.gov/publichealthgateway/publichealthservices/essentialhealthservices.html>

Health equity exists when all people have the opportunity to thrive and no one is limited in achieving comprehensive health and wellness because of their social position or any other social factors/determinants of health (income, education, race/ethnicity, sexual identity, and disability).<sup>2</sup> BFH uses health communication and social marketing strategies (see examples in Procurement Library, section 1.14.2 of RFP) to promote resources to inform, educate, and empower our constituents around this work.

### **1.3 Goals and Objectives**

The BFH and Louisiana WIC seek to continue and to build upon statewide social marketing and multimedia efforts that inform, educate, and empower Louisiana families, providers, and community partners thereby promoting the health of Louisiana families. Goals and objectives of this RFP by BFH and Louisiana WIC are as follows:

- 1.3.1** To design and administer statewide social marketing and multimedia strategies for BFH and Louisiana WIC that are intended to reach Louisiana families with the greatest needs, as well as other appropriate stakeholders and identified partners, such as social service and medical providers;
- 1.3.2** To develop marketing and health communication strategies that will effectively promote programs and services of the BFH and Louisiana WIC, and will promote the health of pregnant people, children, and individuals of childbearing age, including men; and
- 1.3.3** To maintain the “Partners for Healthy Babies” branding and theme that has been in existence since 1993 for continuity where relevant, and to maintain the “Louisiana WIC” brand. “Partners for Family Health” shall be incorporated in promotions to drive target audiences to BFH programs, data, services, and resources for all audience segments.

### **1.4 Term of Contract**

The term of any contract resulting from this RFP shall be for two (2) years, and begin on or about September 1, 2021 and is anticipated to end on September 1, 2023. Notwithstanding the foregoing, LDH reserves the right to contract for an initial term of up to thirty-six (36) months, with the concurrence of the Contractor and all appropriate approvals.

With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of

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<sup>2</sup> Association of State and Territorial Health Officials’ 2011 Affiliate Health Equity Position Statement.  
<http://www.astho.org/WorkArea/DownloadAsset.aspx?id=6876>

this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

No contract/amendment shall be valid, nor shall the LDH be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the Contractor and has been approved in writing by the director of the Office of State Procurement. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

## 1.5 Definitions

Agency	Louisiana Department of Health; LDH
BFH	Bureau of Family Health
BMAC	Bureau of Media and Communications
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Department or LDH	Louisiana Department of Health
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.
DMA	Designated Market Areas in Louisiana are Shreveport, New Orleans, Monroe, Lafayette, Lake Charles, Alexandria, and Baton Rouge
DOA	Division of Administration
IMR	Infant Mortality Rate
LBW	Low Birth Weight
May and Can	The terms “may” and “can” denote an advisory or permissible action.
MCH	Maternal and Child Health
Must	The term “must” denotes mandatory requirements.
Original	Denotes must be signed in ink
OPH	Office of Public Health
OSP	Office of State Procurement
PFH	Partners for Family Health
PHB	Partners for Healthy Babies
PRAMS	Pregnancy Risk Assessment Monitoring System
Proposer	A firm or individual who responds to this RFP
Redacted Proposal	The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes
RFP	Request for Proposal
SEM	Search Engine Marketing
SEO	Search Engine Optimization

Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
SIDS	Sudden Infant Death Syndrome
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers
SUID	Sudden Unexplained Infant Death
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:15511755.
WIC	USDA Special Supplemental Nutrition Program for Women, Infants, and Children/Louisiana WIC program

## 1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and post to LaPac	June 25, 2021
Deadline for receipt of written inquiries	July 06, 2021
Deadline to answer written inquiries on or about	July 14, 2021
<p>Deadline for receipt of proposals</p> <p><i>ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.</i></p>	<p>August 4, 2021 at 4:00 PM CT <i>No proposals received after the time and date entered can be accepted. Any proposals received after the time and date are automatically disqualified and will not be evaluated or receive further consideration. Objections to written specifications as unduly restrictive must be received at least 2 days prior to the proposal opening date</i></p>
<p>Presentations &amp; Discussions (if applicable)</p> <p>Those Proposers reasonably susceptible of receiving an award may be selected to provide On Site presentations or demonstrations of services and/or products.</p>	<p>Date TBA</p> <p>Time TBA</p> <p>Location TBA</p>
Notice of Intent to award announcement, and 14 day protest period begins, on or about	Date TBA

Contract execution, on or about	Date TBA
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**NOTE: The Department of Health 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.**

## **1.7 Electronic Proposal Submittal**

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time 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: Culpepper Clark, 1450 Poydras, Suite 2013, New Orleans, LA 70112.

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## **1.8 Qualifications for Proposer**

### **1.8.1 Mandatory Qualifications:**

Proposers must meet the following mandatory qualifications prior to the deadline for receipt of proposals as indicated in the Schedule of Events:

- 1.8.1.1 The Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost.
- 1.8.1.2 The Proposer must be physically able to attend scheduled meetings in New Orleans at no cost to the agency.
- 1.8.1.3 The Proposer must be a firm with at least five (5) years documented experience in communications and/or social marketing.

### **1.8.2 Desirable Qualifications:**

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- 1.8.2.1 Past work with marketing and media outlets in the Louisiana Designated Market Areas (DMA): Shreveport, New Orleans, Monroe, Lafayette, Lake Charles, Alexandria, and Baton Rouge. Consideration will be given to those that demonstrate past experience

with smaller media markets within the nine (9) Regional areas of LDH (as shown in Attachment VI.)

1.8.2.2 Demonstrate an understanding of health equity and its importance through past experience in working with disproportionately affected target populations, including people of color, individuals with disabilities or special health needs, and low-income populations.

1.8.2.3 The Proposer should document experience in providing creative, technical, and IT capacity for development and management of interactive, digital and web strategies.

## **1.9 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described in this section:

An item-by-item response to the Request for Proposals is requested.

There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the Proposer's ability to satisfy the requirements of the RFP.

### **1.9.1 Cover Letter**

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

### **1.9.2 Table of Contents**

The proposal should be organized in the order contained below.

### **1.9.3 Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including 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.

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

## Administrative Data

- This section should contain summary information about the Proposer's organization. This section should state Proposer's knowledge and understanding of the needs and objectives of LDH – Office of Public Health – Bureau of Family Health as related to the scope of this RFP. It should further cite its ability to satisfy the requirements of this RFP.
- This section should include a description of how the Proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the Proposer's overall structure.
- This section should also include the following information:
  - Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel; ○
  - Name and address of principal officer;
  - Name and address for purpose of issuing checks and/or drafts;
  - For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent (5%) interest or more in the corporation;
  - If out-of-state Proposer, give name and address of local representative; if none, so state;
    - If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, and termination date;
  - If the Proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
  - Proposer's state and federal tax identification numbers.

### **1.9.4 Company Background and Experience**

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

The proposal should indicate the Proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects' scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The Proposer should have, within the last twenty-four (24) months implemented a similar type project. Proposers should give at least two (2) customer references for projects implemented in at least the last twenty-four (24) months. References shall include the name, email address and telephone number of each contact person.

In this section, a statement of the Proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, Proposer should so state.

Proposers should clearly describe their ability to meet the qualifications described in the Mandatory Qualifications for Proposer section.

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

### **1.9.5 Approach and Methodology**

Proposals should define the Proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Part 2: Scope of Work/Services. 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.

The Proposer should:

- 1.9.5.1 Provide an outline of the strategic plan described in 2.2.1.1.
- 1.9.5.2 Provide a proposed report as described in 2.2.1.2.
- 1.9.5.3 Provide its understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- 1.9.5.4 Define its functional approach in providing the services.
- 1.9.5.5 Define its functional approach in identifying the tasks necessary to meet requirements.
- 1.9.5.6 Describe the approach to Project Management and Quality Assurance.
- 1.9.5.7 Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- 1.9.5.8 Present innovative concepts for consideration.

For digital media and website management, the Proposer should:

- 1.9.5.9 Define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
- 1.9.5.10 Define its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- 1.9.5.11 Define its approach for defining system and data security.
- 1.9.5.12 Identify areas of project risk and procedures to mitigate these risks.

1.9.5.13 Define the methodology to be used for system design.

1.9.5.14 Explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).

1.9.5.15 Specify the website platform. Note: Wordpress is the preferred platform.

#### Quality And Timeliness

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met.

#### Assume Complete Responsibility

Proposals should address how the Proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

#### Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services as outlined within Part 2: Scope of Work/Services of this RFP. In this section the Proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the Proposer should:

- Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- Provide a strategic overview including all elements to be provided.
- Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- Describe approach and strategy for project oversight and management.
- Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- Demonstrate an understanding of and ability to implement data collection as needed.
- Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Part 2.
- Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.

- Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- Identify all assumptions or constraints on tasks.
- Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- 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.

### **1.9.6 Proposed Staff Qualifications**

Proposers should state job responsibilities, workloads and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.

Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a subcontractor.

Key personnel and the percentage of time directly assigned to the project should be identified.

Résumés of all known personnel should be included. Résumés of proposed personnel should include, but not be limited to:

- Experience with Proposer.
- Previous experience in projects of similar scope and size.
- Educational background, certifications, licenses, special skills, etc.

If subcontractor personnel will be used, the Proposer should clearly identify these persons, if known, and provide the same information requested for the Proposer's personnel.

The Proposer must document experience and staff capacity, including any relevant credentials for the following:

- Creative, technical, and IT capacity for development and management of interactive, digital and web strategies.
- Credentials and experience in marketing, production, web development, and public relations.

### **1.9.7 Creativity and Effectiveness**

Proposers should demonstrate creativity and effectiveness in existing and proposed work.

### **1.9.8 Veteran and Hudson Initiative Programs Participation**

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 ServiceConnected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=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: <https://www.doa.la.gov/doa/osp/vendorresources/hudson-se-veteran-initiatives/>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.

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/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

### **1.9.9 Cost Proposal**

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP.

Proposer shall specify costs for performance of tasks. Proposals shall include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs shall be included in the proposal.

Proposers shall submit the breakdown using the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined. Failure to complete the cost template will result in the disqualification of the proposal.

### **1.9.10 Certification Statement**

The Proposer must sign electronically or submit a scanned signature on **Attachment I**.

### **1.9.11 Outsourcing of Key Internal Controls:**

Not applicable to this RFP.

### **1.10 Number of Copies of Proposals**

The State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

### **1.11 Technical and Cost Proposals**

The State requests the following:

- One (1) Original (clearly marked “Original”) and ten (10) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) searchable electronic copy of the technical proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) Original (clearly marked “Original”) and three (3) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) searchable electronic copy of the technical proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) redacted technical proposal, if applicable, provided as a single file submitted in PDF on a USB drive.

### **1.12 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.

### **1.13 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public

documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY.”. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## 1.14 Proposal Clarifications Prior to Submittal

### 1.14.1 Pre-proposal Conference

Not required for this RFP.

### 1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP Coordinator listed below. All communications relating to this RFP must be directed to the RFP Coordinator. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.

*RFP Coordinator: Culpepper Clark, RFP Coordinator, [Culpepper.Clark@la.gov](mailto:Culpepper.Clark@la.gov)*

LDH will consider written inquiries regarding the content of this RFP received from potential Proposers. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:

<http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> May

also be posted at:

<http://new.ldh.louisiana.gov/index.cfm/newsroom/category/47>

Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

Only RFP Coordinator or designee has the authority to officially respond to a Proposer's questions on behalf of LDH. Any communications from any other individuals shall not be binding to LDH.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <https://www.doa.la.gov/oa/osp/>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: <https://www.doa.la.gov/oa/osp/vendor-resources/>.

## **Procurement Library/Resources Available to Proposer**

Relevant material related to this RFP will be posted at the following web address:

<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

### **1.14.3 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 Proposer Inquiries section 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:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- 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

### **1.15 Error and Omissions in Proposal**

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

### **1.16 Changes, Addenda, Withdrawals**

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

May also be posted at:

<http://new.ldh.louisiana.gov/index.cfm/newsroom/category/47>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

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

### **1.19 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by LDH to award a contract or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject, in whole or part, all proposals submitted in response to this solicitation.
2. Cancel this RFP.
3. Cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

### **1.20 Ownership of Proposal**

All proposals become the property of the Department and will not be returned to the Proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

### **1.21 Cost of Offer Preparation**

The Department 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 Department. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The Proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

The Proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the Proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.

### **1.22 Taxes**

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective Contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### **1.23 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. 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.
- 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.

- The Proposer should include with its proposal copies of audited financial statements for each of the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to LDH the Proposer's financial resources sufficient to conduct the project, as required by 1.9.4 above.

### **1.24 Use of Subcontractors**

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

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

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

For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the Contractor will be satisfied by all subcontractors through the following:

- The subcontractor(s) will provide a written commitment to accept all contract provisions.
- The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

### **1.25 Written or Oral Discussions/Presentations**

The Department at its sole discretion may require all Proposers reasonably susceptible of being selected for an award to provide an on-site presentation and/or demonstration. On-site presentations/demonstrations will allow the selected Proposers to demonstrate their unique capability to provide the services requested in the RFP.

The Department may adjust the Proposers' original scores based upon information received in the onsite presentations/demonstrations, using the original evaluation criteria.

### **1.26 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.

### **1.27 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.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

### **1.28 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation to participate in BAFO will not obligate LDH to a commitment to enter into a contract.**

### **1.29 Contract Award and Execution**

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added and the proposal of the selected Proposer shall become part of any contract initiated by the Department.

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) days or if the selected Proposer fails to sign the final contract within fourteen (14) days of delivery, LDH may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **1.30 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 with the highest score.

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

The Department reserves the right to:

- Make multiple awards.
- Make an award without presentations by Proposers or further discussion of proposals received.
- Enter into a contract without further discussion of the proposal submitted based on the initial offers received.
- Contract for all or a partial list of services offered in the proposal.

All proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44:3.2*), 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 person aggrieved by the proposed award has the right to submit a protest in writing to the State Chief Procurement Officer within fourteen (**14**) *calendar days* after the award has been announced.

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

### **1.31 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 a contract to, a business in which any individual with an ownership interest of five percent (5%) 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.

### **1.32 Insurance Requirements for Contractors**

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.

#### **1.32.1 Contractor's Insurance**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount. The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on 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 Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

#### **1.32.2 Minimum Scope and Limits of Insurance**

##### **1.32.2.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. 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.

##### **1.32.2.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum

general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, 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 the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors.

#### **1.32.2.3 Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

#### **1.32.2.4 Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

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 thereunder, unless such coverage is included in insurance elsewhere specified.

#### **1.32.2.5 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **1.32.3 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### **1.32.4 Other Insurance Provisions**

##### **Insurance Covering Special Hazards**

Special hazards as determined by the Department 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.

The policies are to contain, or be endorsed to contain, the following provisions:

##### **1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

##### **1.32.4.2 Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

##### **1.32.4.3 All Coverages**

All policies must be endorsed to require thirty (30) days written notice of cancellation to the Agency. Tendency written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **1.32.5 Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

#### **1.32.6 Verification of Coverage**

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Department of Health, Office of Public Health, Bureau of Family Health, Its Officers,  
Agents, Employees and Volunteers

1450 Poydras Ave, Suite 2013, New Orleans LA 70112

Partners for Family Health Communication and Media Services

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

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **1.32.7 Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **1.32.8 Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

### **1.33 Duty To Defend**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

### **1.34 Liability and Indemnification**

#### **1.34.1 Contractor Liability**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### **1.34.2 Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **1.34.3 Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

#### **1.34.4 Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

#### **1.34.5 Limitations of Liability**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

#### **1.34.6 Other Remedies**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

### **1.35 Payment**

The maximum amount of the contract is \$495,000 per year, for 3 years. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice.

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices shall be subject to approval of *Amy Zapata* or designee. Continuation of payment shall be dependent upon available funding.

Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within thirty (30) calendar days of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

#### **1.35.1 Electronic Vendor Payment Solutions**

The Department desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment IV: Electronic Vendor Payment Solution for additional information regarding electronic payment methods and registration.

### **1.36 Termination**

#### **1.36.1 Termination of the Contract for Cause**

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided 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 the 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.

#### **1.36.2 Termination of the Contract for Convenience**

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **1.36.3 Termination for Non-Appropriation of Funds**

The continuation of the 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.

### **1.37 Assignment**

No Contractor shall assign any interest in the 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.

### **1.38 Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of the contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract. Records shall be made available during normal business hours for this purpose.

### **1.39 Civil Rights Compliance**

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

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.40 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the Department and shall, upon request, be returned by the Contractor to the department, at the Contractor's expense, at termination or expiration of the contract.

#### **1.41 Entire Agreement/ Order of Precedence**

The contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically 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.

#### **1.42 Contract Modifications**

No amendment or variation of the terms of the 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.

#### **1.43 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the Department. 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 a project outside the contract, outside of the Department's or Contractor's reasonable control, as the case may be, the Department 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.

#### **1.44 Governing 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.45 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.

#### **1.46 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana 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. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a Proposer as it relates to the RFP should be immediately reported to the Department by Proposer.

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 the 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 the contract.

#### **1.47 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 Louisiana's Secretary of State. 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 Louisiana's Secretary of State.

#### **1.48 Prohibition of Discriminatory Boycotts of Israel**

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.49 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security

precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

#### **1.49.1 Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

## **PART 2. SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work**

The Contractor will effectively administer and manage comprehensive, statewide, multimedia and communications efforts based on social marketing principles that address system issues, policies, and behaviors that are linked to poor maternal and child health outcomes. Specifically, services and projects of the Bureau of Family Health (BFH) and Louisiana WIC will be promoted.

The Contractor shall incorporate and build upon multimedia, websites, and communication tactics initiated or accomplished previously by the Partners for Family Health (PFH) & Partners for Healthy Babies (PHB) campaigns, by BFH, and by Louisiana WIC. Target audiences will vary based on goals of communications and marketing initiatives, and may include women, men, and families who are at higher risk of having poor health outcomes that contribute to increased maternal, infant, and child mortality and morbidity, and healthcare and social service providers.

The first step is to implement a planning process between the Contractor, BFH, and Louisiana WIC to identify topics, issues and specific audiences to be addressed and introduced in segments. These can include, but are not limited to, early prenatal care, preconception health, nutrition and prenatal weight gain, infant and child health, substance use, perinatal mental health, breastfeeding, SUID/SIDS and safe sleep, increasing engagement of fathers and men, and educating healthcare and social service providers.

Areas to be addressed will be supported by research and be data-driven. The Contractor will apply a health equity lens to the scope of work.

The Contractor will work with BFH and Louisiana WIC to guide the development and administration of multimedia campaigns. All new campaigns should build and improve upon existing/legacy campaigns, branding, and materials. Campaigns must incorporate plain language principles. Social marketing and design-thinking (human-centered design) approaches should be incorporated. Materials should be designed to be shared across multiple platforms, such as print, websites and social media.

Previous efforts include:

- The Partners for Family Health website and campaign ([PartnersForFamilyHealth.org](https://PartnersForFamilyHealth.org)). The campaign includes a style guide and design element. Partners for Family Health acts as a portal to all BFH and Louisiana WIC websites and campaigns, including mini-websites for specified BFH programs or audiences.
- The Partners for Healthy Babies brand, helpline (1-800-251-BABY), website ([PartnersForHealthyBabies.org](https://PartnersForHealthyBabies.org)), and campaign.
- The Louisiana WIC brand and website ([LouisianaWIC.org](https://LouisianaWIC.org)). This includes a branding and style guide, and an outreach toolkit.
- Program-specific marketing materials for BFH and Louisiana WIC.

Tasks and services provided by the Contractor will fall into the following budget categories:

- **Professional Services** – this includes, but is not limited to, project management, market research, media production and placement, public relations, outreach, planning, monitoring, and evaluation. *Roughly seventy percent (70%) of the budget.*
- **Operations** – this includes web development/maintenance, technical support, and hosting, as well as programmatic operations requirements as identified. *Roughly twenty percent (20%) of the budget.*
- **Supplies** – this includes production and distribution of print and promotional materials. *Roughly ten percent (10%) of the budget.*
- **Miscellaneous** – this includes contingency fees for miscellaneous expenses. *Less than one percent (1%) of the budget.*

## 2.2 Deliverables

### 2.2.1 Program Management and Planning Requirements

Specific deliverables along with a timeline, will be clearly outlined and specified in the contract, in addition to yearly strategic work plans developed in coordination with OPH-BFH and Louisiana WIC. Strategic work plans must be developed with and approved by BFH and Louisiana WIC.

The Contractor will:

- 2.2.1.1 Convene BFH and Louisiana WIC staff and stakeholders to develop a three (3)-year strategic plan within the first three (3) months of the contract. Each fiscal year, use the three (3)-year strategic plan to develop an annual work plan, incorporating all deliverables as outlined in the contract, including a timeline.
- 2.2.1.2 Within the first three (3) months of the contract, prepare and document in a report a detailed methodology for administering social marketing and communications services statewide, including the setting and monitoring of measurable goals and objectives of the project, with timelines.
- 2.2.1.3 Administer and implement the above strategic and annual plan(s).
- 2.2.1.4 Maintain a consumer-oriented perspective by including stakeholders, consumers, and community partners throughout the scope and duration of the project.
- 2.2.1.5 Manage and provide oversight in regard to all aspects of advertising, marketing, and public relations as they relate to Contractor activities for BFH and Louisiana WIC.
- 2.2.1.6 Maintain and/or create branding and awareness for projects of the BFH and Louisiana WIC with target audience(s).
- 2.2.1.7 Monitor, measure, and evaluate the effectiveness of goals and objectives and project tactics, including project website(s). The means of this measurement must be approved by BFH in writing.
- 2.2.1.8 Prepare and submit an annual report to highlight progress made on deliverables and on project goals and objectives.
- 2.2.1.9 Document decision points and next steps from all meetings. Disseminate meeting notes within two (2) working days to BFH and WIC program staff. The Contractor will keep records related to the documentation of market research, media audits, media buys, and all activities and expenses related to providing deliverables for the project. These records will be made available to LDH for inspection or to obtain copies.
- 2.2.1.10 Coordinate translation services as needs are identified (languages TBD by campaign/material).
- 2.2.1.11 Utilize plain language approach.

## **2.2.2 Programmatic Requirements**

### **2.2.2.1 Market Research**

The Contractor will:

- 2.2.2.1.1 Manage and oversee market (formative) research and tools to segment the target audience and maintain a consumer-oriented perspective.
- 2.2.2.1.2 Provide all market research needed to develop and evaluate communication and media strategies. This will include, but not be limited to, the following:

- 2.2.2.1.2.1 Include stakeholder and consumer orientation and feedback from target audience for all materials developed (including marketing strategies).
- 2.2.2.1.2.2 Pre-test materials with appropriate target audiences.
- 2.2.2.1.2.3 Conduct media analysis to recommend media and communication channels that would be most appropriate and cost-effective to reach the target audience.
- 2.2.2.1.2.4 Conduct research and evaluation activities as needed to inform message design and delivery.
- 2.2.2.1.2.5 Evaluate effectiveness of tactics and strategies.
- 2.2.2.1.2.6 Document all research plans and results of findings.

#### 2.2.2.2 Media/Materials Production

The Contractor will be responsible for the production of an appropriate mix of interactive and digital media, video and radio spots, printed pieces, and other media elements as indicated by program needs and audience driven research. This includes the coordination of all media services, including production, writing, design, casting, music, editing, facility charges, and the planning and arrangements of buying media contracts for airtime.

This also includes the trafficking and distribution of creative materials, invoice auditing, post analysis of effectiveness, and the servicing of the account for a statewide multimedia schedule. The Contractor is encouraged to utilize innovative communications that effectively reach target audiences. All materials developed for the project will be approved by LDH before release and become the property of LDH.

The Contractor will:

- 2.2.2.2.1 Review existing media materials and incorporate existing materials and tactics into the current communication and campaign efforts.
- 2.2.2.2.2 Design and develop creative executions that are realistic, believable, and informative and that connect with the target audience using a plain language approach. Examples might include video spots, photo stories, radio spots, out-of-home advertising, print, and non-traditional channels including digital and interactive media.
- 2.2.2.2.3 Prepare and translate materials in additional languages as indicated by market research and programmatic needs.
- 2.2.2.2.4 Update and reprint materials as required.
- 2.2.2.2.5 Supply digital print-ready copies of all print materials.
- 2.2.2.2.6 Receive written approval from LDH's Bureau of Media and Communications (LDHBMAC), BFH, and Louisiana WIC (when appropriate) staff prior to media and material production.
- 2.2.2.2.7 Coordinate with LDH on relevant public health campaigns and/or messaging needs that emerge for the identified target audiences and assure messaging can be shared across

multiple platforms such as print, websites, and social media as identified, in conjunction with BMAC.

#### 2.2.2.3 Media Placement and Message Distribution

The Contractor will increase awareness of issues related to family health, influence positive health behaviors, and promote identified BFH and Louisiana WIC priorities, including Partners for Family Health, the PHB Helpline, and related websites. The Contractor is encouraged to utilize innovative communications channels that effectively reach target audiences. Media buys may be coordinated with the LDH-BMAC when appropriate.

The Contractor will:

- 2.2.2.3.1 Develop comprehensive statewide media campaign materials and strategically negotiate media buys to effectively reach BFH and Louisiana WIC target audience(s).
- 2.2.2.3.2 Develop and, with the approval of BFH and Louisiana WIC, incorporate any nontraditional communications tactics that will be effective at delivering the campaign message.
- 2.2.2.3.3 Combine digital, interactive, radio, outdoor advertising, television, and any other innovative media placement approved by BFH and/or Louisiana WIC. The media mix shall contain a high ratio of donated and free campaign impressions to paid campaign impressions.
- 2.2.2.3.4 As required, develop and implement a plan to reach non-English speaking target audiences.
- 2.2.2.3.5 Develop communication tools to promote the projects of BFH and Louisiana WIC campaigns, and other related BFH program activities within LDH-OPH through internal newsletters, websites, events, etc.
- 2.2.2.3.6 Encompass all seven (7) Designated Market Areas (DMA) i.e. Shreveport, New Orleans, Monroe, Lafayette, Lake Charles, Alexandria, Baton Rouge; and all nine (9) Regional Areas of LDH (as shown in Attachment VI), with concentration on “hot spots” and areas as identified by BFH and Louisiana WIC data.
- 2.2.2.3.7 Develop and implement a distribution plan for any print and collateral materials.
- 2.2.2.3.8 Monitor and track campaign tactics, outreach activities, and distribution of message and materials. Conduct media audits and track all media.
- 2.2.2.3.9 Obtain approval of all media and message distribution plans from BFH, and Louisiana WIC (when appropriate) prior to implementation

#### 2.2.2.4 Website Development and Maintenance and Technical Support The

Contractor will:

- 2.2.2.4.1 Perform Search Engine Optimization (SEO) and Search Engine Marketing (SEM) to ensure websites are visible to target audiences.
- 2.2.2.4.2 Provide maintenance of the BFH, PFH, and Louisiana WIC websites to keep them relevant, dynamic, and current for both consumers and providers. Note: Wordpress is the preferred platform.
- 2.2.2.4.3 Assure websites are functioning optimally in coordination with BFH and Louisiana WIC.
- 2.2.2.4.4 Develop new BFH or Louisiana WIC websites and/or website features (including dashboards) as identified by the program and included in the strategic plan.
- 2.2.2.4.5 Stay abreast of technological advances in order to provide consultation, guidance, and recommendations to BFH and Louisiana WIC.
- 2.2.2.4.6 Make enhancements to the BFH and Louisiana WIC website(s) based on best practices and “use” analysis.
- 2.2.2.4.7 Maintain all website hosting, domain, CSS style sheets, JPGs, database information, and other various site content to BFH, Louisiana WIC, and BMAC to ensure that the website may be maintained following the end of the contract.
- 2.2.2.4.8 Ensure that LDH-BMAC may transfer the website to a server of its choosing following the end of the contract.

#### 2.2.2.5 E-Newsletter and Social Media Support and Consultation

The Contractor will support the BFH’s existing e-newsletter and social media outreach strategies and provide ongoing consultation.

The Contractor will:

- 2.2.2.5.1 Continue to implement the existing e-newsletter strategy to communicate to professionals, internal and external BFH partners and stakeholders about BFH program activities, relevant issues, cutting-edge research and new data.
- 2.2.2.5.2 Develop and implement a feedback mechanism in the e-newsletter to determine effectiveness and to develop an open line of communication with users.
- 2.2.2.5.3 Provide social media management and engagement tools and guidance to assist the BFH in effectively implementing social media strategies.
- 2.2.2.5.4 Continue to support a social media strategy (currently Facebook and Twitter) to communicate relevant information and resources to the identified target audience, including information about Louisiana WIC and identified emerging public health issues (per BMAC). Provide expert consultation in order to maintain the effectiveness of this strategy in reaching the intended audience. Coordinate social media strategies with LDH-BMAC.
- 2.2.2.5.5 Create highly-shareable social-media ready content such as GIFs or other innovative elements to assist with roll-out of campaigns and materials that can be posted and shared with LDH programs and all our partners.

2.2.2.5.6 Work within the protocols established by the BFH and LDH-BMAC.

2.2.2.5.7 Maintain subscription services.

#### 2.2.2.6 Public Relations & Outreach The

Contractor will:

2.2.2.6.1 Provide marketing and public relations counsel, guidance, and outreach as needed, in coordination with LDH-BMAC.

2.2.2.6.2 Collaborate with LDH-BMAC to prepare press releases and news articles.

2.2.2.6.3 As requested, provide promotional materials for special events and targeted activities which engage with our identified target audiences.

2.2.2.6.4 If needed, assist BFH and Louisiana WIC with preparation and staging of special events, such as news conferences and other media appearances.

2.2.2.6.5 Provide Public Relations support to BFH and Louisiana WIC staff to assure local earned media coverage of relevant issues such as infant mortality, in accordance with LDHBMAC approvals.

2.2.2.6.6 Develop a public relations and marketing strategy that allows for identification and compensation of brand ambassadors, social media influencers, and similar spokespeople, to inform, educate, and empower the public about BFH and Louisiana WIC campaigns and initiatives.

#### 2.2.2.7 Partnership And Collaborations The

Contractor will:

2.2.2.7.1 Coordinate efforts with other BFH and Louisiana WIC outreach and communications partners.

2.2.2.7.2 Keep PHB-Helpline staff informed of relevant promotional and media activities.

2.2.2.7.3 Work in collaboration with the other BFH and Louisiana WIC projects and stakeholders such as WIC, Healthy Louisiana (Medicaid), March of Dimes, and other related programs.

2.2.2.7.4 Maintain a consumer-oriented perspective throughout the duration of the project. Recruit and include consumers and community organizations with diverse backgrounds that adequately represent disproportionately affected populations for the purpose of planning and testing. Build in mechanisms to compensate them for their time and efforts.

2.2.2.7.5 Identify and recruit co-sponsors for possible funding contributions to the campaigns.

2.2.2.7.6 Any co-sponsor participation will be contingent upon approval by BFH.

### **2.2.3 Staffing Requirements**

The Contractor shall employ staff with experience as follows, including any relevant credentials:

- 2.2.3.1 Creative, technical and IT capacity for development and management of interactive and web strategies, including experience and expertise with Wordpress.
- 2.2.3.2 At least five (5) years of experience in developing communications and/or social marketing campaigns.

### **2.2.4 Record Keeping Requirements**

The Contractor will keep records related to the documentation of market research, media audits, media buys, and all activities and expenses related to providing deliverables for the project. These records will be made available to LDH for inspection or to obtain copies.

### **2.2.5 Reporting Requirements**

The Contractor will submit monthly activity tracking forms, status reports, and invoices to BFH describing progress made to date on each deliverable and expenses to date on each deliverable. Documentation of any market research, audits, and evaluation activities performed must be submitted as well. An annual summary report shall be submitted that highlights progress on goals, objectives, and deliverables and provides an evaluation of tactics and impact.

The Contractor will:

- 2.2.5.1 Submit monthly documentation (reports) of all deliverables, including the monitoring and tracking of all campaign tactics, distribution of message and materials, and outreach activities.
- 2.2.5.2 Provide monthly and year-to-date accounting of all monies expended and committed. The statement shall include charges for work performed within all work categories, charges for services provided by vendors not associated with the Contractor, and the value of services provided at no charge. The statement will be due ten (10) working days after the last day of the month.
- 2.2.5.3 Handle all details of reimbursement of media by furnishing billing, accounting, and substantiation for all media.
- 2.2.5.4 Submit market and formative research reports, as they are completed, as well as evaluation reports and other documents as indicated by the contract deliverables, within thirty (30) days of completion of activity.
- 2.2.5.5 Submit reports of earned media value to BFH program, at minimum annually.
- 2.2.5.6 Submit reports of sponsorship secured, and in-kind value, at minimum annually.

- 2.2.5.7 Submit an annual summary report of all activities. The report should highlight progress on goals, objectives, and deliverables and provide an evaluation of tactics and impact.

### **2.2.6 Transition Plan**

All creative materials (electronic and hard copies) and databases for the contract are the property of LDHOPH-BFH. The Contractor shall develop a plan as part of their proposal and implement the plan to transition all physical and intellectual property related to the project to LDH-OPH-BFH at least thirty (30) days prior to the final date of the contract.

The Contractor will plan to transition and transfer all property related to the project's ongoing services, including, but not limited to:

- 2.2.6.1 All websites – i.e., front and back end access and content, hosting services, etc.
- 2.2.6.2 All creative and artwork master files and final versions.
- 2.2.6.3 All print and collateral materials, if applicable.
- 2.2.6.4 Social media and social media management software— i.e. front- and back-end access and content, management passwords, etc.
- 2.2.6.5 All project-related database and files including those from primary and secondary research.

## **2.3 Technical Requirements**

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

- The Contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The Contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- Unless explicitly stated to the contrary, the Contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this RFP. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.

- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA Part 164).
- Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 1402 hardware level encryption standards.
- All Contractor utilized computers and devices must:
  - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - Have installed all security patches which are relevant to the applicable operating system and any other system software.
  - Have encryption protection enabled at the Operating System level.

## **2.4 Project Requirements**

The Contractor will assign an account manager to manage and monitor deliverables and deadlines, send timely reports and invoices, and facilitate communications between the Contractor and BFH/Louisiana WIC.

Specific deliverables, along with a timeline, will be clearly outlined and specified in the contract and in yearly strategic work plans developed in coordination with the BFH and Louisiana WIC. Strategic work plans must be approved by LDH-OPH.

The Contractor must meet with BFH and Louisiana WIC staff at minimum monthly, and as required by activities and components of the project. The majority of business will be conducted with the BFH's communication staff and Louisiana WIC staff located in New Orleans. Travel for these meetings is not reimbursed.

## 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.

All proposals will first be pre-screened by the RFP Coordinator to determine compliance with mandatory requirements as specified in this RFP. Proposals determined non-compliant by the RFP Coordinator will be confirmed by legal staff as non-compliant. Proposals that are not in compliance will be eliminated from further consideration. The evaluation of proposals will then be conducted by the Evaluation Team, which will determine the proposal(s) most advantageous to LDH-OPH-BFH, taking into consideration the evaluation factors set forth in this RFP. The criteria will correlate to the information that Proposers are requested to submit for open and fair competition, and will be applied consistently to all Proposers. The proposals will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

At any time during the evaluation process, LDH-OPH-BFH may seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities. Such communications will be documented in writing.

### 3.1 Evaluation Criteria and Assigned Weights

Evaluation Criteria	Maximum Score
Company Background and Experience	15
Approach and Methodology	15
Proposed Staff Qualifications	15
Creativity and Effectiveness	18
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>Up to 10 points available for Hudson-certified proposers;</li><li>Up to 12 points available for Veteran-certified proposers;</li><li>If no Veteran-certified proposers, those two points are not awarded.</li></ul> See Section 3.3 for details	12
Cost	25
<b>TOTAL SCORE</b>	<b>100</b>

Proposer must receive a minimum score of thirty one and one half (31.5) points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, Proposed Staff Qualifications, and Creativity and Effectiveness to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Technical Proposals, Veteran and Hudson Initiative, and Cost Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

### **3.1.1 Technical Evaluation Criteria**

#### **1. Company Background and Experience**

Maximum Points: 15

- Did the Proposer include a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement?
- Did the Proposer demonstrate a strong ability to successfully implement a scope of work similar to that outlined in this RFP based on its work with prior clients?
- Within the last twenty-four (24) months, did the Proposer implement a similar type project?
- Did the Proposer clearly describe their ability to meet the qualifications described in the Mandatory Qualifications for Proposer section?  
Did the Proposer clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section?
- Were a sufficient number of reference contacts with complete contact information provided?
- Did past and/or present clients give Proposer favorable reviews?

#### **2. Experience/Personnel, and Production Resources**

Maximum Points: 15

- Depth of team members with experience in public health communication, social marketing related accounts and expertise in development and management of digital platform.
- Has the majority of the team been with the Proposer more than two (2) years?
- Does the majority of the team have more than five (5) years' experience in their field?

#### **3. Creativity and Effectiveness**

Maximum Points: 18

- How well did the Proposer meet the objectives?
- Level of uniqueness/or innovation of concepts.
- Does the Proposer incorporate an understanding of health equity in their proposed concepts?

#### **4. Approach & Methodology**

Maximum Points: 15

- How well the Proposer's methodology ensures a consistent quality of work.
- Quality of Proposer's practices set to ensure a consistent quality of work.
- Degree of systems in place to deliver needed products in a timely manner.
- How well does Proposer demonstrate an approach that advances health equity.

### **3.2 Cost Evaluation and Assigned Weights**

- a. The Proposer with the lowest total cost for all three (3) years shall receive twenty-five (25) points. Other Proposers shall receive points for cost based upon the following formula:

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

**CCS** = Computed Cost Score (points) for proposer being evaluated

**LPC** = Lowest Proposal Cost of all proposers

**PC** = Individual Proposal Cost

- b. The assignment of the twenty-five (25) points based on the above formula will be calculated by a member of the LDH staff.

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

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one (1) or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
  - B. Proposer Status and Allotment of Reserved Points
    - i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
    - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
    - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
    - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and

- iii. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

## **PART 4. PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Performance standards will be determined by the agency and shall require the Contractor chosen for the contract award to perform all work and services a step above generally accepted standards and proficiency acceptable in the industry. Reports, schedules, and specific tasks are to be performed in a timely manner in accordance with and outlined in the contract entered into with the agency. This includes:

- Submit monthly documentation (reports) of all deliverables, including the monitoring and tracking of all campaign tactics, distribution of message/materials, and outreach activities;
- Provide monthly and year-to-date accounting of all monies expended and committed. The statement shall include charges for work performed within all work categories, charges for services provided by vendors not associated with the Contractor, and the value of services provided at no charge. The statement will be due ten (10) working days after the last day of the month;
- Handle all details of reimbursement of media by furnishing billing, accounting, and substantiation for all media;
- Submit market and formative research reports, as they are completed, as well as evaluation reports and other documents as indicated by the contract deliverables, within thirty (30) days of completion of activity; and
- Submit an annual summary report of all activities. The report should highlight progress on goals, objectives, and deliverables and provide an evaluation of tactics and impact.

### **4.2 Performance Measurement/Evaluation/Monitoring Plan**

#### **4.2.1 Performance Measures/Evaluation:**

The performance of the contract will be measured by the Contract Monitor, who is authorized on behalf of LDH to evaluate the Contractor's performance against the criteria listed in the Scope of Services provided in the contract. Performance Measures for the contract shall include the Contractor's timely and successful performance and completion of the tasks and services required and to be performed pursuant to and consistent with the provisions, goals and objectives of the contract, including work products and the timely completion of projects authorized by LDH pursuant to the contract; as well as the Contractor's timely submission of monthly Progress Reports.

#### **4.2.2 Monitoring Plan:**

During the term of the contract, representatives of the Contractor(s) shall discuss with the LDH-OPH-BFH Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LDH-OPH-BFH Contract Monitor shall review with the Contractor its plans for the performance of the duties and services hereunder prior to the performance

thereof; shall review and pre-approve projects, prior to implementation, printing, release and distribution; and shall continually review and analyze Contractor's performance of services pursuant to the contract, any other authorizations or approvals issued to the Contractor from time to time, as well as Contractor's written monthly Progress Reports and Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor.

The Contract Monitor shall also: (a) Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary; (b) Assure that items and payments requested in invoices are in compliance with the contract; (c) Coordinate with LDH fiscal office for payments to the Contractor, and/or obtaining of any further needed documentation; and (d) Maintain telephone and/or e-mail contact with Contractor on contract activity and/or host visits at LDH-OPH-BFH in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, the Contractor shall inform LDH-OPH-BFH of all problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. The Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contractor, and any assistance which may be needed to resolve the situation.

#### **4.3 Veteran and Hudson Initiative Programs Reporting Requirements**

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

### **Attachment I: Certification Statement**

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

OFFICIAL CONTACT: The State requests that the Proposer designate one (1) person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	
------	--

Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's technical and cost proposals are valid for ninety (90) calendar days from the date of Proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and fourteen (14) days to execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or take any other action intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting action. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Authorized Signature:

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Print Name:

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Title:

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Attachment II: Sample Contract (CF-1)

LDH - CF - 1

CONTRACT BETWEEN STATE OF LOUISIANA

LAGOV:

Revised: 2019-08-07

LOUISIANA DEPARTMENT OF HEALTH

LDH:

Agency #

AND

FOR

☐ Personal Service

☐ Professional Service

☐ Consulting Services

☐ Social Services

☐ Governmental (State/Agency )

☐ Governmental (Local)

RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID#	State LDR Account #
<div></div>	<div></div>	<div></div>
2) Street Address	6) Parish(es) Served	
<div></div>	<div></div>	
City	State	Zip Code
<div></div>	<div></div>	<div></div>
3) Telephone Number	8) Contractor Status	
<div></div>	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	
4) Mailing Address (if different)	Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No	
	For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No	
City	State	Zip Code
<div></div>	<div></div>	<div></div>
8a) CFDA#(Federal Grant #)		
<div></div>		
9) Brief Description Of Services To Be Provided:		
<div></div>		
10) Effective Date	11) Termination Date	
<div></div>	<div></div>	
12) Maximum Contract Amount		
<div></div>		
13) Estimated Amounts by Fiscal Year		
<div></div>		
14) Terms of Payment		
If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:		

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name		Last Name	
	Title		Phone Number	

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. 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.

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five (5) year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the Contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.

6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used 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 Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the Contractor of and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

17. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.

- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
  - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
  - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The Contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within thirty (30) days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.
22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to EVerify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.21672.4.
26. **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 R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.

30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five (5) or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
37. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
38. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

***SIGNATURES TO FOLLOW ON THE NEXT PAGE***

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

	STATE OF LOUISIANA DEPARTMENT OF HEALTH
SIGNATURE	DATE
NAME	
TITLE	
SIGNATURE	DATE
NAME	
TITLE	

Attachment III: HIPAA Business Associate Addendum

Rev. 06/2016

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment to the contract.

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because Contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
  - a. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
  - b. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
  - c. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
  - d. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), Contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions, conditions and requirements that apply to Contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause Contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by Contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by Contractor at its own

- expense; or (b) by LDH, in which case Contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that Contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, Contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
  10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to Contractor, Contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
  11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
  12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
  13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH's compliance with the HIPAA Rules.
  14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by Contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
  15. The parties agree that the legal relationship between LDH and Contractor is strictly an independent Contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and Contractor.
  16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that Contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
  17. At the termination of the contract, or upon request of LDH, whichever occurs first, Contractor shall return or destroy (at the option of LDH) all PHI received or created by Contractor that Contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, Contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

#### **Attachment IV: Electronic Vendor Payment Solution**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and contractor, the State intends to make all payments to contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one (1) of the following two (2) options. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**Attachment V: Sample Cost Template**

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the disqualification of the proposal.

Instructions:  
*Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP. Proposers shall provide one (1) flat rate per deliverable for each Year in the table. This rate shall be fully burdened with all costs for the provision of services. Cost templates must be completed for all three (3) contract years. Please note, when completing the template, categories (in bold) must stay, but line items (not bolded) can be adjusted.*

	Year 1	Year 2	Year 3
<b>Operating Services/Supplies</b>			
Collateral Pieces (print, handouts, etc.)			
Website, Social Media and Newsletter platform maintenance (hosting, subscriptions, etc.)			
Materials Distribution			
<b>Professional Services</b>			
Project Administration & Management, Planning			
Market Research and Evaluation			
Media and Materials Production			
Media Placement and Message Distribution			
Website Development and Technical Support			
Social Media and e-Newsletter Strategy Support			
Outreach, Sponsorships, Public Relations, Special Events, Sponsor Development			
<b>Travel</b> To support market research, public relations and other contract events and activities			
<b>Miscellaneous</b> Postage, delivery fees, etc.			
<b>Yearly Totals</b>			

**Total for all 3 years: \$\_\_\_\_\_**

Attachment VI: Regional Map



