

## **COMMUNICATIONS AND OUTREACH SERVICES**

### **STATE OF LOUISIANA**

### **CONTRACT**

**PO# 2000879534**

Be it known, that effective upon approval by the Office of State Procurement the State of Louisiana, Division of Administration, Office of Community Development (OCD), Disaster Recovery Unit (DRU), hereinafter sometimes referred to as "OCD" or the "State" or "Agency", and Emergent Method, LLC, hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. The Contractor and OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

#### **1.0 GENERAL AND ADMINISTRATIVE INFORMATION**

This agreement addresses Communications and Outreach Services needed to facilitate the implementation of a broad range of programs administered by OCD. These services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters. The programs currently administered by OCD and other programs yet to be defined are collectively known as the "Program".

#### **2.0 SCOPE OF SERVICES**

The Contractor hereby agrees to furnish services to the State as specified in the Statement of Work. It is contemplated that the Contractor will, from time to time, be requested by OCD, through its State Program Manager (SPM), to perform certain services for OCD. A full description of the scope of services and payment schedule is contained in the following attachments which are made a part of this Contract:

- Statement of Work
- Price Schedule
- Insurance Requirements for Contractors

#### **2.1 GOALS AND OBJECTIVES**

The goals and objectives under this Contract include the following:

To provide communications and outreach services needed to support a communications and outreach plan for the Program to reach key stakeholders, media, and the general public.

The Contractor will perform certain tasks for the OCD, including but not limited to providing general support services; communications support; internet/social media/digital marketing; as well as ad-hoc communications/outreach projects.

## **2.2 PERFORMANCE MEASURES**

The performance of this Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for this Contract shall include the successful performance and completion of the Contractor's obligations as provided in this Contract and in each individual work order. Work orders will be monitored monthly to measure progress toward finalizing deliverables.

## **2.3 MONITORING PLAN**

- a. The SPM will monitor the services provided by the Contractor and the expenditure of funds under this Contract.
- b. The SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.
- c. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Statement of Work and any directions from the SPM.
- d. The SPM will work to ensure all deliverables are delivered by the Contractor on or before the time scheduled for completion.
- e. The SPM will be responsible for review and acceptance of deliverables.
- f. The SPM will provide oversight of the implementation of the scope of work/services, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

OCD will monitor the services provided by the Contractor under work orders and the expenditures of funds under this Contract. The SPM will be primarily responsible for routine contact with the Contractor and the monitoring of the Contractor's performance. Monitoring of performance under this Contract will be conducted through tracking of progress on work orders as well as through regular meetings between OCD and the Contractor and any additional monitoring plans and/or performance standards developed by OCD and agreed to by the Contractor.

Work order progress tracking will be accomplished through monthly work order tracking reports submitted in conjunction with invoices that include the percent completion of the work order and the amount invoiced to date. Percentage of completion estimates may be confirmed by OCD by a review of deliverables received. Analysis and comparison of the percentage of work completed and the amount invoiced to date against the work order budgets for these items will provide the monitoring information necessary to ensure the continued successful performance of the Contractor.

## **2.4 DELIVERABLES**

This Contract will be considered complete when the Contractor has delivered and the State has accepted all deliverables specified in this Contract or added via work assigned by the SPM.

## **2.5 SUBSTITUTION OF PERSONNEL**

Personnel identified in this Contract and other key personnel, including the Contractor's Project Manager, assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or

other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

### **3.0 ADMINISTRATIVE REQUIREMENTS**

#### **3.1 TERM OF CONTRACT**

This Contract shall begin on October 1, 2024 and shall end on September 30, 2027 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for 24 months at the same prices, terms, and conditions. Total contract time may not exceed 60 months.

Prior to the extension of the Contract beyond a 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 three year term.

#### **3.2 STATE FURNISHED RESOURCES**

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of this Contract.

Any software, licenses or other expenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an Other Direct Cost (ODC). Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, upon request, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of this Contract.

### 3.3 USE OF STATE PROPERTY

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State all property of the State prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

### 3.4 LICENSES AND PERMITS

Throughout the term of this Contract, the Contractor shall secure and maintain any and all licenses and permits required by law, as well as pay inspection fees required to perform the work required to complete this Contract.

### 3.5 SECURITY

The Contractor's personnel and subcontractors 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 Program. 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 <https://www.doa.la.gov/ots/about-us/infosec/>.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

The Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below.  
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

### **3.6 TAXES**

The Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven business days of such notification.

### **4.0 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information without prior expressed written approval of OCD.

The obligations under Section 4 and its Subsections shall survive the termination or expiration of this Contract.

#### **4.1 CONFIDENTIAL INFORMATION OF APPLICANTS**

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use

other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein. Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported, as directed by the State, by the Contractor in its performance of this Contract. Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 4.2 below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

#### **4.2 STATE'S PROCEDURAL REQUIREMENTS**

The State has provided to the Contractor: the State Information Security Policy for Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 4 and the Subsections thereof. The obligations under Section 4 are in addition to, and not in place of, the items outlined under the Statement of Work.

#### **4.3 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION**

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide the State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable State or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

#### **4.4 PARTY REQUESTS FOR RELEASE OF INFORMATION**

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from OCD Homeowner Databases or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

#### **4.5 SUBCONTRACT AGREEMENTS**

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 4 and its Subsections. OCD shall be provided copies of such Subcontractor agreements upon request.

#### **4.6 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES**

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

#### **4.7 LIMITATIONS ON COPYING; DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE**

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Section 32 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to

the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of this Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$4,000,000.00.

### **5.1 PAYMENT TERMS**

Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges.

Payment of invoices must be approved by the Financial Manager of OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, [OCDFinance@la.gov](mailto:OCDFinance@la.gov).

#### **5.1.1 Late Payments**

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202. The parties recognize that as the activities on this Contract are funded through federal funds, the provisions of LSA R.S. 39:1695 are expressly waived.

#### **5.1.2 Prohibition Against Advance Payments**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

## **5.2 PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS**

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided, timesheets and such other information as determined by the SPM. Contract personnel will work a maximum of 40 hours per week onsite to



complete the assigned tasks. Any hours above 40 per week may require approval by the SPM and will be paid at the same agreed-upon billing rate listed in the Price Schedule or lower negotiated rates.

Hourly rates shall be inclusive of all Contract related expenses (i.e., travel, per diem, office space, office and field equipment, administrative costs for invoicing and organizing contractor personnel and files, travel, mileage, etc.) for providing the services described herein. Hourly rates will be invoiced in accordance with the rate schedule in the Price Schedule of the RFP or lower negotiated rates and shall not exceed the maximum amount of the Contract. The pricing and fee schedules in the Price Schedule (Cost Proposal Table), or lower negotiated rates are made part of the Contract and will remain in effect for the term of the Contract. No travel expenses will be paid by OCD. Travel time for required program travel outside of Contractor's domicile to Grantee/OCD locations will be paid at one-half (½) of the appropriate hourly rate.

### **5.3 PAYMENT FOR OTHER DIRECT COSTS**

Other Direct Costs (ODCs) may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor's operations under the Contract for these RFP services (per State PPM 49) (State does not anticipate any such extraordinary travel).

The Contractor(s) may be reimbursed for ad placements (i.e., media buys), website hosting and related expenses and video production, etc. as Other Direct Costs (ODCs). Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The "mark-up" attached to ad placements/media buys etc. shall not exceed ten percent (10%). Contractor shall not attach any fee or "mark-up" to any other ODC without prior approval from the SPM. The SPM must approve all ODC's prior to cost being incurred. No additional expenses of any sort will be paid separately under this Contract. Only time and ODC's properly billed and approved by the OCD will be paid.

Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager. Prior to purchasing or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

### **5.4 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.**

The Contractor shall have any new contractual agreement to be paid as an ODC, including software licenses, assignable to the State at the termination of this Contract. The Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of this Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of this Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of this Contract, shall at the

State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of this Contract, the Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

#### **5.5 NO GUARANTEE OF QUANTITIES**

The scope and quantities referenced in this Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the prices stated in this Contract.

#### **5.6 PENALTIES**

A penalty of \$100 per day for each business day that a required deliverable exceeds the agreed upon due date, will be assessed against accounts payable to the Contractor under this Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD, or \$1,000, whichever is less. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

### **6.0 TERMINATION**

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

#### **6.1 TERMINATION FOR CAUSE**

The State of Louisiana may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this 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 State to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

The Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

## **6.2 TERMINATION FOR CONVENIENCE**

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

The Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

## **6.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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 this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

## **7.0 INDEMNIFICATION**

### **7.1 GENERAL INDEMNITY LANGUAGE**

#### **7.1.1 Contractor Liability**

The 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 negligent act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

### **7.1.2 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.

### **7.1.3 Indemnification**

The 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 negligent act or omission of the 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.

## **7.2 Intellectual Property Indemnification**

The Contractor shall fully indemnify and hold harmless the State 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. Contractor's liability for these direct damages shall be limited to two times the maximum dollar amount of this Contract or the Contractor's respective insurance maximum amount as determined by the "Insurance Requirements for Contractors" attachment referenced in this Contract, whichever is greater.

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 this 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.

### **7.3 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.

### **7.4 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, the 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. At the State's option, counsel providing the defense of the State shall be selected by the State. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

### **8.0 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1671-1673, as applicable.

### **9.0 PROHIBITED USE OF FUNDS**

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

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. The Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **10.0 ASSIGNABILITY**

The Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within 10 calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, the Contractor shall only transfer an interest in this Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **11.0 RIGHT TO AUDIT**

The Contractor shall grant to the Office of the Legislative Auditor, State Inspector General's Office, the federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the Office of Community Development, or others so designated by them, and any other duly authorized agencies of the state where appropriate the right to inspect and review all books and records directly pertaining to this Contract for a period of five years after closeout of OCD's federal grant providing the funds for this Contract. The Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The Contractor and its Subcontractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within 30 days after receipt by the Contractor or Subcontractor, as appropriate.

Failure of the Contractor and/or its Subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of this Contract, the Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

## **12.0 CONTRACT MODIFICATION**

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

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

## **13.0 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a

subcontract operate to release or reduce the liability of neither the Contractor nor the Subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or Subcontractor duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided for in the Proposal:

- Gatorworks, L.L.C.
- 4<sup>th</sup> Flr Creative Agency LLC

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, the Contractor shall not enforce such language.

#### **14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor and its Subcontractors shall abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; and 41 CFR 60-1.8; as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its Subcontractors shall not discriminate unlawfully in their employment practices, and will perform their obligations under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities. Any act of unlawful discrimination committed by the Contractor or its Subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

#### **15.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and it will, for the duration of its contractual obligations, 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 this Contract.

**16.0 PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

**17.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**18.0 GENERAL COMPLIANCE**

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited to, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and the Contractor shall consent to, the amendment of this Contract to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Contract, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Contract.

**19.0 FINANCIAL MANAGEMENT**

The Contractor shall administer its project in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The Contractor is responsible for having all its Subcontractors and project sponsors administer their projects in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.



## **20.0 DOCUMENTATION AND RECORD KEEPING**

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five years after closeout of OCD's federal grant providing the funds for this Contract. The Contractor will be notified of the grant closeout date by OCD. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

## **21.0 PROHIBITED ACTIVITY**

The Contractors are prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the Program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

## **22.0 HATCH ACT**

The Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

## **23.0 CONFLICT OF INTEREST**

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of the Contractor, or agents, consultant, member of the governing body of the Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Contract or in any activity or benefit, which is part of this Contract.

However, upon written request of the Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by the Contractor, which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

## **24.0 LABOR STANDARDS**

The Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Federal Labor Standards Provisions (form HUD 4010), Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29

CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

## **25.0 ENVIRONMENTAL CONDITIONS**

The Contractor shall comply, insofar as they apply to the performance of this Contract, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. The Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), 24 CFR Part 35, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall ensure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes. The OCD recognizes that the Contractor is not responsible for environmental or safety compliance that grant recipients and their contractors may be subject to that are outside of the scope of services to be conducted under this Contract.

Specifically, the Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

In addition, the Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

## **26.0 HISTORIC PRESERVATION**

The Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

## **27.0 UNIFORM RELOCATION ACT**

The Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and

equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

## **28.0 CLOSE-OUTS**

The Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. The Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for payment
3. Federally-owned property report
4. Disposing of program assets

## **29.0 INSURANCE**

See Insurance Requirements for Contractors Attachment to this Contract.

The Contractor shall purchase and maintain for the duration of this 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 Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this Contract in accordance with the Insurance Requirements for Contractors Attachment. 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 State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified in the Insurance Requirements for Contractors Attachment for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

## **30.0 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING**

The work to be performed under this Contract, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

## **31.0 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Exclusive venue

of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **32.0 DRUG-FREE WORKPLACE REQUIREMENT**

At the time of execution, the Contractor and, each tier of Subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

### **33.0 OWNERSHIP OF DOCUMENTS/WORK PRODUCT/RECORDS**

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. The Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services Contracted for herein shall become the property of the OCD, and shall, upon request, be returned by the Contractor to the OCD at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the OCD shall be billed on a time and material basis, is subject to the maximum amount of this Contract. Software and other materials owned by the Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of the Contractor. The OCD will provide specific project information to the Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State. The Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

### **34.0 DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

### **35.0 ELIGIBILITY STATUS**

At the time of execution, the Contractor, and each tier of Subcontractors, certify that they are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424 and 24 CFR 24.510.

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity. Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

### **36.0 LEGAL AUTHORITY**

The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Contract, receive funds, authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

### **37.0 ENERGY EFFICIENCY**

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) to the extent applicable to the Contractor and its Subcontractors.

### **38.0 COVENANT AGAINST CONTINGENT FEES**

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

### **39.0 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

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

In addition to the Louisiana Ethics Code, the Contractor and all its Subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a Subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a Subcontractor will be determined based on the value of the Contract between the State and the Contractor.

### **40.0 SEVERABILITY**

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

### **41.0 ENTIRE AGREEMENT CLAUSE**

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.

#### **42.0 ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated February 23, 2024, addenda thereto, and the Contractor's Proposal dated April 17, 2024, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

#### **43.0 NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

**To OCD:**

Executive Director  
Division of Administration  
Office of Community Development  
Disaster Recovery Unit  
P.O. Box 94095  
Baton Rouge, LA 70804

**To Contractor:**

Nick Speyrer  
Emergent Method, LLC  
200 Laurel St., Suite 200  
Baton Rouge, LA 70801  
Email: [nick@emergentmethod.com](mailto:nick@emergentmethod.com)

#### **44.0 NO THIRD PARTY BENEFICIARIES**

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autri. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and the Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

#### **45.0 PUBLIC COMMUNICATIONS**

The Contractor shall not issue or participate in any public communications or public meetings or communications with elected officials or their representatives regarding the Program and the Contractor's activities under this Contract without the prior consent of the OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or

presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as, OCD personnel in policy and resilience programs, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies or their representatives regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

#### **46.0 SAFETY**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Contractor may determine to be reasonably necessary.

#### **47.0 COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

#### **48.0 PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

#### **49.0 NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision.

The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

#### **50.0 ADVERTISING**

The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

#### **51.0 WAIVER OF NON-COMPETITION ENFORCEMENT**

The Contractor agrees to waive enforcement of each and every contract provision it may have restraining of the Contractor's employees, any tier of Subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

#### **52.0 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 and shall not withhold State-owned documents.

#### **53.0 E-VERIFY**

The Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

#### **54.0 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.

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 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.



## **55.0 COMMENCEMENT OF WORK**

No work shall be performed by the Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **56.0 WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## **57.0 WARRANTIES**

The Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of the Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by the Contractor.

## **58.0 SANITIZATION OF STATE DATA/RECORDS IN CONTRACTOR'S CUSTODY**

The Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. The Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's contract monitor.

## **59.0 HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

IN WITNESS WHEREOF, the parties have executed this Contract.

**EMERGENT METHOD, LLC SIGNATURE:**

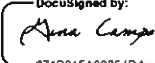
By:   
DocuSigned by:  
A6507E4178FD478

Name: Nicklos Speyrer

Title: President

Date: 9/9/2024

**OFFICE OF COMMUNITY DEVELOPMENT:**

By:   
DocuSigned by:  
871B315A00054D4

Name: Gina Campo

Title: Executive Director

Date: 9/9/2024

**DIVISION OF ADMINISTRATION SIGNATURE:**

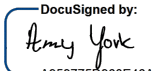
By: 

Name: Taylor Barras

Title: Commissioner of Administration

Date: 9/24/2024

**Office of State Procurement Approval:**

By:   
DocuSigned by:  
A959775D960E46A...

Name: Amy York

Title: State Procurement Supervisor

Date: 10/23/2024

## Insurance Requirements for Contractors Attachment

The Contractor shall purchase and maintain for the duration of this 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.

### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

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.

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.

3. **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.

4. **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 this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

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 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

**B. 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.

**C. OTHER INSURANCE PROVISIONS**

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

**1. Commercial General Liability and Automobile Liability and Cyber Liability Coverages**

- a. 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.
- b. 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 this Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

**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.

**3. All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day 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, the Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. 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 release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. 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.
- d. 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.

**D. ACCEPTABILITY OF INSURERS**

1. 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.

2. 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 30 days.

**E. VERIFICATION OF COVERAGE**

1. The 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.

2. The Certificate Holder shall be listed as follows:

State of Louisiana  
Office of State Procurement  
1201 N 3<sup>rd</sup> St, Claiborne Building, Suite 2-160  
Baton Rouge, LA 70802  
Contract #: CW9218

3. In addition to the Certificates, the 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.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this 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 this Contract.

**F. SUBCONTRACTORS**

The 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.

**G. WORKERS COMPENSATION INDEMNITY**

In the event the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The 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 this Contract.

## Statement of Work Attachment

### I. Overview

The Contractor shall provide communications and outreach services to support the Community Development Block Grant (CDBG) Programs and potentially provide those services to other state or federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives currently existing or yet to be defined of which the Office of Community Development (OCD) administers or has a stakeholder interest. Including programs occurring as a result of past and future disasters and federally funded initiatives. The programs currently administered by OCD and other programs yet to be defined are collectively known as the "Program".

The Contractor shall support a communications and outreach plan for the OCD to reach persons impacted by natural disasters, key stakeholders, media, and the general public and to provide those services to other similar programs in the various Programs described in Action Plans and their amendments and/or other resource documents which were or will be submitted to the U.S. Department of Housing and Urban Development (HUD) and which may be viewed online at [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

This statement of work is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of this Contract, subject to the approval of the State Program Manager and the Office of State Procurement (OSP).

The Contractor is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See <https://www.hud.gov/section3/> for a list of Section 3 businesses.

The Contractor is encouraged to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms, are used when possible. See 2 CFR Part 200.321 (See <https://www.ecfr.gov/>).

### II. Goals and Objectives

The goals and objectives under this Contract include the following:

To provide communications and outreach services associated with the Programs including but not limited to print, web-based, and social media outlets as well as in person activities which may include, but is not limited to press conferences, presentations, town halls and outreach meetings.

### III. Deliverables

Requests for services from the OCD will come in the form of task orders which will describe the scope of work, deliverables, budget, and schedule. The completion of each task order shall constitute a separate deliverable. Deliverables are dependent upon the needs of the Program at the present time.

Tasks to be accomplished under this Contract will be addressed in the Contract or communicated by OCD to the Contractor and will include associated deliverables, service level agreements, performance measures, and timelines, among other requirements. OCD will designate a State Program Manager (SPM)

for this Contract that will serve as the principal point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontract work.

Changes and additions to deliverables will be made upon 30 days prior written notice to the Contractor, subject to mutual agreement of the parties, State may (i) add or delete deliverables and/or (ii) modify existing deliverables, all pursuant to agree upon procedures.

The Contractor shall work with the OCD management to determine which metrics shall be measured and monitored for adequate contract performance. The Contractor should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.

**A. Tasks and Services**

The Contractor will be responsible for entering information related to the below tasks in the applicable State-approved system of record as required by task order. The Contractor will be required to coordinate with other contractors and/or programs being administered by the OCD.

Under the supervision of and in collaboration with OCD, the Contractor shall perform the tasks and services identified below if requested by the State. All public communications must be approved by the OCD.

OCD reserves the right to adjust staffing levels depending on the actual needs of the Program. OCD will discuss staffing needs with the Contractor and mutually agree on implementation timing.

**Task (1): General Support Services**

- Develop strategic and tactical plan in collaboration with key stakeholders.
- Provide general media assistance (i.e., crisis mitigation and management, fact checking, and developing responses to negative publicity) as needed.
- Perform crisis communications pre-assessment, pre-planning and mitigation of crises.
- Coordinate with the OCD, relevant offices, agencies and key players as directed by OCD to ensure clear and effective communications across all channels with all partners and proactively identify opportunities for media coverage, both locally and regionally, to display the progress of the Restore Louisiana Program and other programs administered by OCD.
- Coordinate with the communications team to amplify messaging, engage with media influencers and cross-promote earned coverage through social media channels.
- Provide account management, including development of status reports and master planning calendar including relevant meetings, key dates, etc. (i.e., press conferences, relevant meetings, outreaches, etc.).
- Identify, develop, implement and manage all events (i.e., press conferences, briefings, outreaches, etc.).
- Provide knowledgeable staff to attend statewide Restore Louisiana Task force meetings, briefings, and any other meeting critical meetings as requested by OCD.
- Execute all public relations outreach, prepare and distribute information to the media, and facilitate interview requests.

- Prepare designated spokesperson(s) for media interviews and conduct subsequent critique sessions as needed.
- Provide ongoing, proactive, strategic counsel to the State. This includes, but is not limited to, monitoring the media (i.e., news, blogs, online and traditional reports, etc.), government, and the community on all matters that may impact the Restore Louisiana Program and compiling clip reports.
- Monitor and compile clip reports for broadcast and print media.
- Coordinate email campaign(s) to affected individuals.
- Ensure that there are no errors or oversights in the final work products, including, but not limited to, direct mail pieces, publications, press releases, social media updates or other items produced. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State.

#### **Task (2): Communications Support**

- Develop and maintain relationships with key media contacts (i.e., local, statewide, and national media; online/blogs; etc.) to ensure consistent and aggressive editorial outreach.
- Develop and maintain comprehensive targeted media lists to include but not limited to the following: local, statewide, select national media, covering print, online/blogs and broadcast media, along with targeted editorial focuses and beats.
- Proactive identification of opportunities for media coverage, both locally and regionally, to display the progress and effectiveness of the Restore Louisiana Program and coordination of such coverage.
- Promote public awareness of the Restore Louisiana Program through a consistent and positive message.
- Liaise with media outlet to distribute information to media as well as facilitate interview requests and outreach activities.
- Draft, edit, proof and distribute all editorial communications to the media including press releases, backgrounders, responses to media inquiries, and other related informational materials as needed.
- Develop media pitches, story angles, and speeches/talking points as directed.
- Provide content, as directed, for special requests and/or projects.
- Identify, develop, and implement outreach activities as directed.

#### **Task (3): Internet/Social Media/Digital Marketing**

- Maintain, troubleshoot, and improve performance, functionality, and reliability as needed on the website and all social media sites.
- Provide content and creative development of related news stories and announcements to share with other media outlets and social media platforms in a timely manner.
- Manage and maintain current website and all social media sites with timely updates, edits, corrections, insertions and photo replacements; add news or press releases; add or edit records in databases and tables; and add and delete menu items.



- Recommend and implement approved improvements and additions to <https://www.restore.la.gov/> and ancillary social media.
- Provide content and creative development, post regular updates, and monitor social media sites that include, but are not limited to, Facebook and Twitter, as well as create and manage new social media accounts in response to genre and popularity shifts as needed.
- Monitor and respond to incoming questions, concerns, and/or comments submitted by constituents via the website, social media sites, and any other platform designated by OCD.
- Produce and send updates in the form of e-newsletters to subscribers of <https://www.restore.la.gov/>
- Maintain and coordinate social media content calendar and messaging.
- Provide and produce online outreach and effective email campaigns as needed.
- Develop digital efforts, including social media, to expand use and engagement for communication with stakeholders.
- Develop social media triage/crisis plan.
- Conduct research on relevant bloggers and critical content.
- Perform ongoing (monthly) social media evaluation regarding social media growth, engagement, and other key performance indicators (KPIs).
- Manage database from website sign-up as needed.
- Develop search engine optimization (SEO)/search engine marketing (SEM) and website sign-up.

**Task (4): Ad Hoc Communications/Outreach Projects**

- As requested by the State, develop and implement communications and outreach campaigns for specific programmatic needs, including closing out any existing programs, identifying unmet needs to assist in the design of additional programs, and providing educational outreach and survey and application campaigns in anticipation of and in response to future disasters.

**STATE IMPLEMENTED ACTIVITIES**

The tasks described herein shall also be available for programs or projects implemented directly by the State, notwithstanding that the State does not have a Grantee involved in the project or Program. Additionally, programs which are entirely or in part implemented by the State, the Contractor may be requested, on an as needed basis as directed by OCD, to provide additional support activities in the implementation of programs, including but not limited to community planning, outreach and associated services, conducting on-site and remote interviews of stakeholders, assisting with public participation requirements and assisting with property acquisition issues.

**REPORTING AND PROGRAM CONTROLS**

- Provide a functional organization structure with proper administrative oversight.
- Submit monthly invoices including individual time sheets, travel, if required, and evidence indicating the percent of work complete for each task order.
- Submit monthly reports indicating the status of projects.
- Submit a monthly task order tracking report

**IV. Detailed Requirements**

The OCD has received CDBG funds to implement programs to aid in the State’s recovery from hurricanes severe storms and flooding. The use of the CDBG funds is detailed in Action Plans that may be viewed at

[http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx). The OCD requires the assistance of the Contractor with communication and outreach services relative to disaster recovery/mitigation programs. The OCD requires personnel available to assist both the OCD and their Grantees in implementing the recovery programs and maintaining compliance with all state and federal requirements.

Specifically, the Contractor will provide the following:

- **Program Management:** Oversight of all program activities is to be performed by the program manager(s). Day-to-day direction, guidance, and decision making is to be performed by the project manager(s).
- **Reporting:** The specific reporting requirements will be as directed in each task order but will generally consist of a monthly task order tracking report to include percent work completed, the amount of fees invoiced to date, and a monthly project tracking report to include project status, actions taken, next steps, estimated project costs, significant process dates, and other pertinent information of all work completed in the preceding month and/or all work requiring completion within 10 business days following month end.
- **Work Progress:** The OCD may require formal monthly conferences no later than 10 days following month end via teleconference or in person, at OCD's election, to discuss the progress of any work, problems encountered and proposed solutions.

**A. Technical Requirements**

If applicable, technical requirements will be specific to the task(s) outlined in the task order.

**B. Personnel Qualifications**

The Contractor shall provide adequate staffing in number and qualifications to successfully complete the scope of services in a timely fashion. The Contractor will be responsible for the management of staff and subcontractors and all personnel issues related thereto. The OCD will provide direction with respect to program implementation, including policies and program guidance and procedures. However, the Contractor will be responsible for their own internal processes to meet the OCD's program requirements. All staff will be reviewed and are subject to approval by OCD. The Contractor will not change personnel from one job classification title to another without approval by OCD through the staffing plan.

The Contractor's resources should possess the following desirable qualifications to successfully manage and provide the services described herein.

**STAFFING:**

**Project Manager**

Education:	Bachelor's or Master's degree in a business or technical discipline. A combination of education and relevant experience will also be considered.
Experience:	Six years' experience leading projects in public relations, communications, or of a similar magnitude and strategic communications planning and implementation.
Responsibilities Include:	Providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the OCD disaster recovery and mitigation efforts.
Knowledge of and Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks. Strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills. Advanced level Microsoft Office skills and the ability to quickly learn new software applications.
Examples of Work:	Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

**Communications/Public Outreach Specialist**

Education:	Bachelor's degree in Public Relations, Communications, Journalism or related field from an accredited university. A combination of education and relevant experience will also be considered.
Experience:	Three years' experience conducting outreach including market research, audience identification, message development, and writing communications for executive level officials and/or the general public.

<b>Responsibilities Include:</b>	Provides professional assistance and support to OCD in the planning, design, development, implementation and management of strategic, at times sensitive, communication projects and initiatives.
<b>Knowledge of and Skills in:</b>	Strong oral and written communication, excellent attention to detail and ability to work under tight deadlines are needed. Experience in copywriting and editing. Advanced level Microsoft Office skills, photo and video-editing software, and the ability to quickly learn new software applications.
<b>Examples of Work:</b>	Writes, edits, and reviews public relations materials for OCD, to include press releases, fact sheets, articles, newsletters, talking points, website and social media content; oversees production and publication of public relations materials and other related communications. Plans and coordinates special events such as open houses, community events, meetings, media events and/or tours.

**Social Media and Website Content Specialist**

<b>Education:</b>	Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.
<b>Experience:</b>	Three years' experience developing website content and social media channels.  Expertise with best practices and functionality of major social media channels including, but not limited to Facebook, Twitter, etc.
<b>Responsibilities Include:</b>	Build and execute social media strategies. Create content for digital sites and social media platforms.
<b>Knowledge of and Skills in:</b>	Strong oral and written communication skills, excellent attention to detail and ability to work under tight deadlines are needed. Advanced level Microsoft Office skills, photo and video-editing software, and the ability to quickly learn new software applications.
<b>Examples of Work:</b>	Generate and publish daily content, optimize agency pages on various platforms, monitoring user-generated content, analyze social data, and collaborate with OCD to manage reputation and coordinate actions.

**Graphic Designer/Artist**

<b>Education:</b>	High school diploma or its equivalent
<b>Experience:</b>	Three years' experience preparing layouts, designs, artwork and formats for use in publication.

Responsibilities Include:	Visualizing and creating graphics including illustrations, logos, layouts and photos.
Knowledge of and Skills in:	Strong working knowledge of printing, publishing and/or graphics art procedures and related computer software. Strong oral and written communication skills, excellent attention to detail and ability to work under tight deadlines are needed. Advanced level Microsoft Office skills, photo and video-editing software, design software, and the ability to quickly learn new software applications.
Examples of Work:	Designing postcards and flyers, print and digital ads, posters, banners, billboards, print and digital brochures, signage, email marketing templates and infographics.

**Clerical/Administrative Assistant**

Education:	High School diploma or its equivalent.
Experience:	One year experience in performing routine office administration and secretarial services. Additional education may substitute for experience.
Responsibilities Include:	Providing routine office functions and support services for management and staff.
Knowledge of and Skills in:	Standard office procedures, basic computer operations, and office equipment operation.
Examples of Work:	Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

NOTE: All personnel and their associated job classifications, including job classification title changes for existing personnel, must be approved by OCD prior to billing. If, during the course of this Contract, the Contractor adds personnel to the Contract team, the Contractor will submit each individual's resume and proposed job classification to OCD for prior review and approval. Once approved by OCD, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications provided above and rate shall not exceed Contract hourly rate(s).

**V. Location/Hours of Operation**

Normal business hours shall be Monday-Friday, 8 AM – 5 PM CT, excluding State holidays. Personnel may be required to work flexible hours to accommodate program needs. Personnel may be required to attend in person meetings in Baton Rouge with short notice.

## **VI. Performance Requirements**

The performance of the Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for the Contract shall include the successful performance and completion of the Contractor's obligations as provided in the Contract and in each individual task order. Task orders will be monitored monthly to measure progress toward finalizing deliverables.

OCD will monitor the services provided by the Contractor under task orders and the expenditures of funds under the Contract. Monitoring of performance under the Contract will be conducted through tracking of progress on task orders as well as through regular meetings between OCD and the Contractor and any additional monitoring plans and/or performance standards developed by OCD and agreed to by the Contractor.

Percentage of completion estimates may be confirmed by OCD by a review of deliverables received. Analysis and comparison of percent work complete and amount invoiced to date against the task order budgets for these items will provide the monitoring information necessary to ensure the continued successful performance of the Contractor. OCD will closeout completed task orders using a quality/quantity control process to ensure that the work has been properly completed and all deliverables have been received.

### Price Schedule

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL. Travel time for required program travel outside of the Contractor's domicile to Grantee/OCD locations will be paid at one-half (½) of the appropriate hourly rate.

JOB CLASSIFICATION	WEIGHTING FACTOR (F)	NO. OF EMPLOYEES AVAILABLE	HOURLY RATE (RATE)	WEIGHTED HOURLY RATE (F) x (RATE)
Project Manager	1	3	\$ 185.00	\$ 185.00
Communications/Public Outreach Specialist	3	19	\$ 165.00	\$ 495.00
Social Media and Website Content Specialist	3	6	\$ 130.00	\$ 390.00
Graphics Designer/Artist	1	6	\$ 130.00	\$ 130.00
Clerical/Administrative Assistant	1	2	\$ 65.00	\$ 65.00
<b>Total Weighted Hourly Rate</b>				<b>\$ 1,265.00</b>