

**Solicitation of Offers  
For  
Ending the HIV Epidemic Social Marketing Campaign**

**In Collaboration with the  
Louisiana Department of Health,  
Office of Public Health, STD/HIV/Hepatitis Program and South East Area Health  
Education Center**

ATTN: Full-Service Advertising and Media Planning/Purchasing Agency

**Proposal Due Date/Time: July 6, 2021 4:00pm**  
Release Date: June 17, 2021

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# Glossary

BAFO: Best and Final Offers

BMAC: Bureau of Media and Communications

Contractor: The successful proposer who is awarded a contract

Department or LDH: Louisiana Department of Health

Must: Denotes a mandatory requirement

OPH: Office of Public Health

Original: Denotes must be signed in ink

Proposer: An Individual or organization submitting a proposal in response to an RFP

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

SEAHEC: South East Area Health Education Center

SEET: Section of Environmental Epidemiology and Toxicology

Shall: Denotes a mandatory requirement

Should, May, Can: Denotes a preference, but not a mandatory requirement

SHHP: STD/HIV/Hepatitis Program

SO: Solicitation of Offers

Will: Denotes a mandatory requirement

## **I. General Information**

### **A. Background**

1. The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Louisiana Department of Health is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. LDH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the Office of Aging and Adult Services, and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.
3. LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs. The Office of the Secretary's Bureau of Media and Communications (BMAC) is responsible for establishing the overall messaging, marketing and outreach direction, and for overseeing the production of all related materials for public-facing campaigns.
4. The LDH OPH Bureau of Infectious Diseases is dedicated to reducing the burden of infectious diseases and preventing adverse health effects caused by exposure to infectious diseases and chemicals in the environment through timely surveillance and disease investigation, prevention activities and services, community and provider education, screening and testing, and treatment. The Bureau includes five programs: STD/HIV/Hepatitis Program (SHHP), Infectious Disease Epidemiology Program, Immunization Program, Tuberculosis Prevention and Control Program, and Section of Environmental Epidemiology and Toxicology (SEET).

The purpose of SHHP is to plan, develop, implement, monitor and evaluate STD, HIV, and Hepatitis C Virus (HCV) prevention strategies, to provide primary medical care, medications and support services for HIV infected persons, to provide clinical services and treatment for persons infected with Syphilis, Chlamydia, Gonorrhea, and/or Hepatitis C, to monitor the STD, HIV, and Hepatitis C epidemics over time, to describe the changing characteristics of persons becoming infected with STD/HIV/HCV, to define the impact on various sub-populations in the State, to define the mortality related to STD/HIV/HCV disease, and the production of summary reports for healthcare providers, policy makers, and funders.

### **B. Purpose**

1. The purpose of this SO is to solicit offers from qualified proposers to provide social marketing and multimedia outreach and communications for the Bureau of Infectious Diseases, STD/HIV/Hepatitis (SHHP) Program's Ending the HIV Epidemic (EHE) social marketing campaign in the Baton Rouge area.

This campaign is intended to reach general audience and priority audiences (including providers, Black Women, gay and bisexual men, individuals who inject drugs (IDU), and young adults ages 18-35). The marketing and health communication strategies will ensure that individuals have access to resources and information, and will develop and promote messages of Undetectable = Untransmittable (U=U), PrEP/PEP, and Know Your Status. Marketing efforts will effectively refer audiences to [www.getloudlouisiana.org](http://www.getloudlouisiana.org) , for more information.

2. LDH/OPH/SHHP, through a sub-contract with SEAHEC, intends to award one (1) contract to a proposer capable of developing, executing, maintaining, and evaluating an integrated social marketing campaign, including OOH media buys. The development of the social media campaign will require research, gaining an understanding of the priority audiences defined by SHHP, orchestrating community focus groups, and determining the most effective way to promote EHE messaging.
3. A contract is necessary to conduct city-wide social marketing and multimedia outreach services in Louisiana to promote the EHE messages of Undetectable = Untransmittable (U=U), PrEP/PEP, and Know Your Status and to promote the health of Louisianans in order to mitigate new cases of HIV.

### **C. Invitation to Propose**

LDH OPH STD/HIV/Hepatitis Program and SEAHEC is inviting qualified proposers to submit proposals for services to provide social marketing and multimedia outreach services to raise awareness among the general audience about EHE messages and to inform the priority audiences about the resources available to end the HIV epidemic.

### **D. SO Addenda**

In the event it becomes necessary to revise any portion of the SO for any reason, the Department shall email addenda, supplements, and/or amendments to all potential proposers known to have received the SO. Additionally, all such supplements shall be posted to the Louisiana Health Hub at the following web address:

[www.GetLoudLouisiana.org](http://www.GetLoudLouisiana.org)

***It is the responsibility of the proposer to check the Louisiana Health Hub website for addenda to the SO, if any.***

## **II. ADMINISTRATIVE INFORMATION**

### **A. SO Coordinator**

1. Requests for copies of the SO and written questions or inquiries must be directed to the SO coordinator listed below:

**Petera Reine Diaban**

**Louisiana Department of Health**

**Office of Public Health, STD/HIV/Hepatitis Program**

**1450 Poydras St, Suite 2136**

**New Orleans, LA 70112**

**Email: [Petera.Reine-Diaban@la.gov](mailto:Petera.Reine-Diaban@la.gov)**

**Fax: (504) 568-7044**

2. This SO is available in pdf at the following web link:  
[www.GetLoudLouisiana.org](http://www.GetLoudLouisiana.org)

## **B. Proposer Inquiries**

The Department will consider written inquiries regarding the requirements of the SO or Scope of Work to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this SO must be received at the above address or via email address by the date specified in the Schedule of Events. Any and all questions directed to the person indicated in Section D will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:  
[www.GetLoudLouisiana.org](http://www.GetLoudLouisiana.org)

## **C. Pre-Proposal Conference**

Not required for this Solicitation of Offers.

## **D. Schedule of Events**

LDH reserves the right to deviate from this Schedule of Events.

<b>Event</b>	<b>Date</b>
Public Notice of SO	June 17, 2021
Deadline for Receipt of Written Questions All questions must be submitted to Sashika Baunchand at <a href="mailto:sashika@outstandingmaturegirlz.org">sashika@outstandingmaturegirlz.org</a>	June 28, 2021 4:00pm CST
Response to Written Questions	July 2, 2021
<b>Deadline for Receipt of Written Proposals</b> The applicant's offer must be received at the SHHP office (1450 Poydras St., STE 2136, New Orleans, LA 70112) no later than 4pm on 07/6/2021. <b>Email and Fax are not acceptable.</b>	July 6, 2021
Proposals Reviewed and Scored	July 9, 2021
Top 2 Finalists Will be Contacted	July 9, 2021
Zoom Presentations The top two scoring proposers will be invited to provide a virtual presentation or demonstrations of services and/or products.	Tentatively: July 15 and July 16, 2021 Time: 10:00am-2:00pm
Contract Award Announced	July 19, 2021
Anticipated Contract Execution	Aug 13, 2021

### **III. Scope of Work**

#### **A. Project Overview**

Many community leaders across the United States are calling for an end to the HIV epidemic in their cities, their counties, and their states through the development of Ending the Epidemic (EHE) plans. We now have the tools to effectively do just that— from PrEP (Pre-Exposure Prophylaxis) which allows people to remain HIV-negative and much-improved medications that allow PLWH to enjoy the same life expectancy as people without, to proof that Undetectable=Untransmittable (U=U) allows PLWH to prevent the transmission of HIV to intimate partners. We are in a position to create ambitious and bold plans to improve health outcomes for all people living with and vulnerable to HIV, reducing its impact and bringing new infections below epidemic levels. As of June 30, 2020, a total of 22,401 persons were living with HIV in Louisiana; of these individuals, 11,217 persons (50%) have an AIDS diagnosis. In 2019, Louisiana ranked 4th in the nation for HIV case rates (19.0 per 100,000). While estimating the number of people living with Hepatitis C (Hep C) is a challenge due to historically low rates of testing, our data suggest that at the end of 2019, there were 63,450 people in Louisiana living with chronic Hep C.

In 2019, Baton Rouge ranked 4<sup>th</sup> in the nation for HIV among all MSAs with more than 500,000 people. East Baton Rouge Parish is the most populous parish in the state of Louisiana with 440,956 residents (Census). East Baton Rouge Parish is part of the Baton Rouge Metropolitan Statistical Area (MSA) and comprises 53% of the MSA's total population. In 2018, the Baton Rouge MSA ranked 3rd in the U.S. for HIV case rates and 10th for AIDS case rates. In 2019, nearly one in five new HIV diagnoses in Louisiana were from East Baton Rouge Parish. Black people are disproportionately impacted by the HIV epidemic in East Baton Rouge Parish. Comprising only 47% of the parish population, Black people accounted for 84% of all new HIV diagnoses in East Baton Rouge Parish in 2019. These stark health disparities exist due to long-standing social, educational, and economic inequities adversely impacting the Black community in East Baton Rouge Parish.

As a result, a social marketing campaign was launched in the fall of 2020 titled, Get Loud Louisiana. The idea for this campaign was to encourage the audience to start talking more about HIV, STIs, Hep C, and sexual health. The aim was to break down the stigma and misconceptions that surround HIV, Hep C and STIs. Ultimately, lifting up the voices of those who are living with HIV and those who are impacted—and make sure they are the ones leading the way forward.

The proposer selected for this project will effectively collaborate ideas with the existing Get Loud Louisiana brand by administering and managing a comprehensive city-wide multimedia and communications effort based on social marketing principles. Grounded in theory, the campaign will raise awareness in Baton Rouge, promote the message of U=U (Undetectable = Untransmittable) for PLWH, increase knowledge of PrEP and appeal to providers to become PrEP prescribers, and encourage the general public to know their status. The priority audiences for this campaign are general population, providers, Black Women, gay and bisexual men, individuals who inject drugs (IDU), and young adults ages 18-35.

## **B. Deliverables**

### **1. General Requirements**

#### **a. Program Management and Planning**

The Contractor must meet with SHHP staff at minimum bi-weekly until campaign launch and monthly thereafter for the first year. Meetings will occur as required by activities and components of the project for each following year (at least bi-monthly). Travel for these meetings is not reimbursed. Specific deliverables, along with a time line, will be clearly outlined and specified in the contract and in yearly strategic work plans developed in coordination with SHHP. Strategic work plans must be approved annually. Quarterly reports will highlight progress made on deliverables and on project goals and objectives. It will also detail outcome metrics from campaign placement.

The Contractor will:

- i. Prepare a detailed methodology for administering social marketing and communications services city-wide, including the setting and monitoring of measurable goals and objectives of the project, with timelines.
- ii. Develop a 1 year strategic plan in coordination with SHHP with the campaign set to launch on December 1<sup>st</sup> for World AIDs Day.
- iii. Administer and implement the above strategic and annual plan for the campaign.
- iv. Maintain a consumer-oriented perspective by including consumers and appropriate community organizations throughout the scope and duration of the project.
- v. Manage and provide oversight in regard to all aspects of advertising, marketing and public relations as they relate to contractor activities.
- vi. Monitor, measure, and evaluate the effectiveness of goals and objectives and project tactics. The means of this measurement must be approved by SHHP.

### **2. Programmatic Requirements**

#### **a. Market Research**

The Contractor will:

- i. Manage and oversee all market (formative) research and tools to segment the priority audiences and maintain a consumer-oriented perspective.
- ii. Provide all market research needed to develop campaign strategies. This will include, but not be limited to, the following:
  1. Include consumer orientation and feedback from priority audiences for all materials developed (including marketing strategies) in the form of focus groups.
  2. Pre-test materials with appropriate priority audiences. Focus groups will be used in developing and refining the messaging and deliverables.
  3. Conduct media analysis to recommend media and communication channels that would be most appropriate and cost-effective to reach the priority audience.
  4. Conduct research and evaluation activities as needed to inform message design and delivery, and evaluate effectiveness of tactics and strategies.



## **b. Media/Materials Production**

The Contractor will be responsible for the production of TV and radio spots, printed materials, and other media elements (including interactive media) as indicated by program needs and audience-driven research. This includes the coordination of all media services, including production, writing, design, casting, and music, editing, facility charges and the planning and arrangements of buying media contracts for airtime. Also, the trafficking/distribution of creative materials, invoice auditing, post analysis of effectiveness, and the servicing of the account for a city-wide television, radio and print, interactive media schedule. Contractor is encouraged to utilize innovative communications that will effectively reach priority audiences. All materials developed for the project will be approved by LDH BMAC before release and become the property of LDH.

The Contractor will:

- i. Review existing Get Loud Louisiana creative assets and incorporate existing materials/tactics into the current campaign efforts.
- ii. Develop creative executions that are realistic, believable, and informative and that intimately connect with the priority audience. Examples might include TV spots, radio spots, out-of-home advertising, print, social media and non-traditional channels.
- iii. Prepare/translate materials in additional languages (eg. Spanish) as indicated by market research.
- iv. Update and reprint materials as required.
- v. Supply pdf (with bleeds) and png copies of all print materials.
- vi. Receive approval from LDH Bureau of Media and Communications (BMAC) and SHHP prior to media/material production.

## **c. Media Placement/Message Distribution**

The Contractor will raise awareness in Baton Rouge, promote the message of U=U (Undetectable = Untransmittable) for PLWH, increase knowledge of PrEP and appeal to providers to become PrEP prescribers, and encourage the general public to know their status. Contractors are encouraged to utilize innovative communication channels that effectively reach priority audiences.

The Contractor will:

- i. Develop comprehensive city-wide media campaign materials and strategically negotiate media buys to effectively reach the general public, providers, Black women, gay and bisexual men, IDU, and young adults ages 18-35.
  1. Utilize local photography to capture images of people living in Baton Rouge and recognizable locations of the city.
- ii. Develop and, with the approval of SHHP, incorporate any non-traditional communications tactics that will be effective at delivering the campaign message.
- iii. Combine television, radio, outdoor advertising, and any other innovative media placement approved by SHHP. The media mix should contain a high ratio of donated/free campaign impressions to paid campaign impressions.

- iv. If appropriate, develop and implement a plan to reach non-English speaking sub-communities of the priority audiences.
- v. Develop and implement a distribution plan for any print and collateral materials.
- vi. Monitor and track campaign tactics, outreach activities, and distribution of message/materials. Conduct media audits and track all media.
- vii. Obtain approval of all media and message distribution plans from SHHP prior to implementation.

#### **d. Provider Communication**

The contractor will be responsible for developing and implementing a plan to reach healthcare and social service providers to promote EHE messages, projects, and campaign material.

The Contractor will:

- i. Develop campaign strategies, (in conjunction with and approved by LDH, SHHP) to engage providers in SHHP's EHE social marketing campaign.
- ii. Develop provider packets and distribute approved materials.
- iii. Develop an innovative approach to communicating with providers about EHE and other relevant issues, cutting-edge research, and new data.
- iv. Conduct research into additional opportunities for provider engagement and communication and make strategic recommendations to LDH, SHHP.

#### **e. Social Media Support and Consultation**

The contractor will support SHHP's existing social media outreach strategies and provide ongoing consultation.

The Contractor will:

- i. Provide social media management tools and guidance to assist SHHP in effectively implementing social media strategies via the Get Loud Louisiana social media pages.
- ii. Continue to support a social media strategy (currently Facebook, Instagram, and TikTok) to communicate relevant information and resources to the priority audiences. Provide expert consultation in order to maintain the effectiveness of this strategy in reaching the intended audience. Coordinate social media strategies with SHHP.
- iii. Work within the protocols established by SHHP and LDH, Bureau of Media and Communications (BMAC).

### **3. Staffing Requirements/Qualifications**

The Contractor must document experience with the following, including any relevant credentials:

- Demonstrated past experience with the priority audiences.
- At least five years of experience in developing health communications and/or social marketing campaigns.
- Credentials and experience in marketing, production, media buys, and public relations.

#### **4. Record keeping requirements**

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

#### **5. Reporting Requirements**

The contractor will submit quarterly reports and invoices to SHHP describing activities, media placement outcomes, and expenses to date on each deliverable. Documentation of any market research, audits, and evaluation activities performed must be submitted as well. An annual summary report shall be submitted that highlights progress on goals, objectives, and deliverables and provides an evaluation of tactics and impact.

The Contractor will:

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

#### **6. Transition Plan**

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

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

- All creative and artwork master files and final versions.
- All print and collateral materials, if applicable.
- Social media and social media management software– i.e. front- and back-end access and content, management passwords, etc.
- All project-related database and files.

### **C. Liquidated Damages**

- a.** In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of liquidated damages, even following contract termination.
  - i. Late submission of any required report - \$50 per working day, per report.
  - ii. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
  - iii. Failure to attend agreed upon scheduled meetings- \$100 per meeting
- b.** The decision to impose liquidated damages may include consideration of some or all of the following factors:
  - i. The duration of the violation;
  - ii. Whether the violation (or one that is substantially similar) has previously occurred;
  - iii. The Contractor's history of compliance;
  - iv. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
  - v. The "good faith" exercised by the Contractor in attempting to stay in compliance.

### **D. Fraud and Abuse**

- a.** The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- b.** Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

### **E. Technical Requirements**

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

- a. Proposer must clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution.
- b. The contractor is responsible for procuring and maintaining hardware and software resources which are sufficient to successfully perform the services detailed in this SO.
- c. The contractor should adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this SO.
- d. The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- e. Unless explicitly stated to the contrary, the contractor is responsible for all expenses required to obtain access to LDH systems or resources which are relevant to successful completion of the requirements of this SO. The contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this SO. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- f. Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- g. Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
- h. Any contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- i. All contractor utilized computers and devices must:
  - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - Have installed all security patches which are relevant to the applicable operating system and any other system software.
  - Have encryption protection enabled at the Operating System level.

## **F. Compliance With Civil Rights Laws**

- a. The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- b. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by

Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### **G. Resources Available to Contractor**

The LDH will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

#### **H. Contract Monitor**

All work performed by the contract will be monitored by the contract monitor Communications, Innovation, and Action Team Lead or designee:

Petera Reine Diaban  
Louisiana Department of Health  
Office of Public Health, STD/HIV/Hepatitis Program  
1450 Poydras St., Suite 2136  
New Orleans, LA 70112

#### **I. Term of Contract**

- a. The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract shall be three (1) year.
- b. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor, and has been approved in writing by the director of the STD/HIV/Hepatitis Program.

#### **J. Payment Terms**

- a. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices quarterly or as defined in the contract terms. Payment of invoices is subject to approval of the SHHP Director. Continuation of payment is dependent upon available funding.
- b. Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

### **IV. PROPOSALS**

#### **A. General Information**

This section outlines the provisions which govern determination of compliance of each proposer's response to the SO. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

## **B. Proposal Submission**

1. Introduction (5 points)
  - a. Include a brief statement of the understanding of the scope of the work to be performed.
2. Firm Description/Professional Capacity (20 points)
  - a. Describe the firm by providing the date of establishment, type of vendor and business expertise, short history, and ownership structure.
  - b. Describe any characteristics and past experiences which would be relevant to this SO and qualifications of your firm to handle the proposed project.
  - c. As appendix, include samples of previous work, specifically any examples demonstrating website development ability (including links to current sites developed). In addition, include still photos of billboards, pamphlets, posters, etc. In narrative, clearly describe the extent to which the vendor was responsible for development and production of any materials included in the appendix.
  - d. Summarize how your experience meets or exceeds the required minimum qualifications for applicants. Present examples of integrated social marketing and website development.
  - e. A complete list of services provided, including those not specified by this SO. Indicate which capabilities are performed internally and which are outsourced to sub-contractors and/or freelancers.
3. Team (15 points)
  - a. Identify the members of your staff who would be assigned to act for your vendor.
  - b. Include resume or curriculum vitae for each such staff member, including name, position, education, and years of relevant experience as attachments.
4. Approach (35 points)
  - a. Clearly describe the approach and methodologies to be employed in the performance of the services set forth in the Statement of Work. In detail, expand upon the marketing approach to reach the priority audiences: 1) the general community, 2) gay and bisexual men, 3) Black Women, 4) Individual who Inject Drugs, and 5) healthcare providers.
  - b. Present innovative concepts, if any, not discussed in the Statement of Work for consideration.
  - c. Present methods for assessing the impact and reach of the social marketing campaign.
  - d. Present a timeline outlining the anticipated activities in your approach to accomplishing the tasks outlined in the Statement of Work.

5. Budget Proposal (20 points)

Provide an itemized all-inclusive budget, for this project. The budget should include a breakdown of personnel costs with the average number of hours dedicated to the project for each person; the budget should specify the cost of production and advertising). It is expected that the award will be \$184,000.00 for 1 calendar year.

6. References (5 points)

Provide a list of three clients that were served within the last three years. Include client name, client phone number, and client email.

**Proposals must be submitted via U.S. mail, courier or hand delivered to:**

**If courier mail or hand delivered:**

Petera Reine Diaban  
Louisiana Department of Health  
Office of Public Health, STD/HIV/Hepatitis Program  
1450 Poydras St., Suite 2136  
New Orleans, LA 70112

**If delivered via US Mail:**

Petera Reine Diaban  
Louisiana Department of Health  
Office of Public Health, STD/HIV/Hepatitis Program  
1450 Poydras St., Suite 2136  
New Orleans, LA 70112

**C. Proprietary and/or Confidential Information**

1. Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
2. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

**D. Proposal Format**

1. An item-by-item response to the Solicitation of Offers is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the SO.



## E. Withdrawal of Proposal

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

## V. EVALUATION AND SELECTION

### A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by an Evaluation Team.
2. Scoring will be based on a possible total of one hundred (100) points and the proposal with the highest total score will be recommended for award.

#### 3. Cost Evaluation:

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

$$CCS = [LPC/PC] * 25$$

CCS= Computed Cost Score (points) for Proposer being evaluated

LPC= Lowest Proposal Cost for all Proposers

PC= Individual Proposal Cost

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

#### 4. Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Assigned Weight
Overall Understanding of SO	25
Work Plan/Project Execution	25
Corporate Experience	10
Qualification of Personnel	15
Cost of Services	25
<b>Total</b>	<b>100</b>

## **B. On-site Presentation/Demonstration**

The top 3 scoring proposers may be invited to deliver a zoom presentation tentatively on July 15th or 16th, 2021.

Proposers selected for on-site presentations/demonstrations should:

1. Provide a strategic overview of services to be provided;
2. Summarize major strengths;
3. Demonstrate flexibility and adaptability to handle both anticipated and unanticipated changes; and
4. If possible, have the project manager and key personnel in attendance to provide their view of the partnership envisioned with the Department.

## **C. Evaluation Team**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Department, which will determine the proposal most advantageous to the Department, taking into consideration cost and the other evaluation factors as set forth in the SO.

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

## **D. Administrative Screening**

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

## **E. Clarification of Proposals**

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including, but not limited to resolving inadequate proposal content or contradictory statements in a Proposer's proposal.

## **F. Announcement of Award**

1. The Evaluation Team will compile the scores and make a recommendation to the head of the Department on the basis of the responsive and responsible Proposer with the highest score.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

## **G. Best and Final Offers (BAFO)**

1. The State reserves the right to conduct a BAFO with one (1) or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted,

the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers.

2. The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

## **VI. CONTRACTUAL INFORMATION**

### **A. Contract**

The following supplements will be incorporated into the contract awarded through this SO:

#### **1. Personnel Assignments**

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

#### **2. Force Majeure**

The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

#### **3. Order of Precedence**

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

#### **4. Entire Agreement**

This contract, together with the SO and its amendments and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's SO, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect to the subject matter.

#### **5. Board Resolution/Signature Authority**

The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

#### **6. Warranty to Comply with State and Federal Regulations**

The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

## **7. Warranty of Removal of Conflict of Interest**

The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

## **8. Corporation Requirements**

If the contractor is a corporation, the following requirements must be met prior to execution of the contract:

- a. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

## **9. Contract Controversies**

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

## **10. Right To Audit**

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

## **11. Contract Modification**

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

## **12. 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.

## **13. Applicable Law**

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

## **B. Termination of Contract**

### **1. Termination For Cause**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

### **2. Termination For Convenience**

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

### **3. Termination For Non-Appropriation Of Funds**

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