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DISASTER RECOVERY UNIT

STATE OF LOUISIANA

OCD/DRU

AND

ZEHNDER COMMUNIATIONS, INC.

CONTRACT FOR CONSULTING SERVICES

BE IT KNOWN THAT this agreement is entered into by and between the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit (hereinafter sometimes referred to as "State" or "OCD/DRU or "OCD") and Zehnder Communications, Inc. (hereinafter sometimes referred to as "Contractor").

I. SCOPE OF WORK

Contractor hereby agrees to furnish the following services:

See Exhibit A, Scope of Services, attached hereto and made a part hereof.

There is no guarantee of a minimum level of services which may be requested by the DRU under this Agreement.

No travel expenses or travel time will be reimbursed under this Agreement.

II. TASK ASSIGNMENT AND MONITORING

These services are to be provided under the immediate supervision of the OCD/DRU Executive Director or designee. Contractor will meet quarterly with the Executive Director or designee to assess the completion of tasks assigned during the quarter just ended.

III. COMPENSATION

In consideration of services described hereinabove, State hereby agrees to pay Contractor for each deliverable according to the payment terms in Exhibit B., attached hereto and made a part hereof.

The total of all sums payable under this contract shall not exceed \$49,999.

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Contractor shall submit with each invoice the description of the deliverable being billed, and such other information as the OCD/DRU deems necessary to process the invoice. Each deliverable must be approved in writing by OCD/DRU before payment for that deliverable can be made. Payment for each deliverable will be the total amount of the budget for that deliverable in Exhibit B.

Payment shall be issued upon approval by the Director of Recovery Programs of the OCD, or designee and the OCD/DRU Finance Manager or designee.

IV. TERM OF CONTRACT

A. Contract Term

This Contract shall begin on August 1, 2017 and end on July 31, 2018, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to the maximum legal time limit, subject to all legally required approvals.

B. Termination/Suspension for Cause

The OCD/DRU may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if Consultant materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Consultant to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Consultant of reports to the OCD/DRU, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Consultant shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD/DRU shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such

termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Consultant shall be paid for all authorized Services properly performed prior to termination.

C. Termination for Convenience

The OCD/DRU may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to Consultant. Consultant shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD/DRU to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD/DRU for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Consultant shall be paid for all authorized Services properly performed prior to termination.

V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

A. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and /or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number 72-1324835, DUNS# 967601295.

B. State Furnished Resources

The OCD/DRU will provide specific project information to Contractor necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Contractor by the OCD/DRU shall remain the property of the OCD/DRU and shall be returned by Contractor to the OCD/DRU, upon request, at termination, expiration or suspension of this Agreement.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by 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/DRU, and shall, upon request, be returned by Contractor to the OCD/DRU at termination or expiration of this Agreement. Cost incurred by Contractor to compile and transfer information for return to the OCD/DRU shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Contractor.

C. Subcontractors

Contractor may, with prior written permission from the OCD/DRU, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the OCD/DRU for any breach in the performance of Contractor's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD/DRU shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

D. Fund Use

Contractor agrees not to use proceeds from this Agreement 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.

Contractor and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and 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 contractor, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each of its sub-contractors

shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

E. Confidentiality of Data

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

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD/DRU. 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.

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

F. Insurance

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A:VI. This rating requirement may be waived for Worker's Compensation coverage only.

Contractor's Insurance. Contractor shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of Insurance shall be filed with the OCD/DRU for approval. Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractors has been obtained and approved. If so requested, Contractor shall also submit copies of insurance policies for inspection and approval of the OCD/DRU before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the OCD/DRU and consented to by the OCD/DRU in writing and the policies shall so provide.

Compensation Insurance. Before any work is commenced, Contractor shall determine and substantiate with OCD/DRU whether Compensation Insurance will be required. If determined by the parties to be necessary, Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees employed at the site of the project. In case any work is sublet, Contractor shall require the Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, Contractor shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance. Contractor shall maintain during the life of this Contract such Commercial General Liability Insurance which shall protect him, the OCD/DRU, and any Subcontractors during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Subcontractors, or by

anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the OCD/DRU. Such insurance shall name the OCD/DRU as additional insured for claims arising from or as the result of the operations of the Contractor or his Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

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

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

G. Right to Audit

The OCD/DRU, the State of Louisiana Legislative auditor, federal auditors, State Inspector General and auditors of the Division of Administration ("DOA"), or others so designated by the DOA or the OCD/DRU, shall have the option to audit and/or inspect all accounts directly pertaining to the Agreement for a period of five (5) years from the date of the closeout of this Agreement. Records shall be made available during normal working hours for this purpose.

H. 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 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/DRU and all such rights shall belong to the OCD/DRU.

I. Covenant Against Contingent Fees and Conflicts of Interest

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the OCD/DRU shall have the right to annul this Contract without liability or, in its discretion, to deduct from the 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.

No member, officer, or employee of Contractor, or agents, Contractor, member of the governing body of 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 the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the OCD/DRU 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 OCD/DRU determines that undue hardship will result either to 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 Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

J. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities

The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no

contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply

with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

K. Discrimination and Compliance Provisions

Contractor and its sub-contractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; 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; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Contractor and its sub-contractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Contractor or its sub-contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

L. Code of Ethics

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 Contractor in the performance of Services called for in this Contract. Contractor agrees to immediately notify the OCD/DRU if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

M. 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.

N. Clean Air Act, Clean Water Act and Other Requirements

Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD/DRU recognizes that 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 Agreement.

O. Energy Efficiency

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 to the extent applicable to Contractor and its Subcontractors. The OCD/DRU will provide such standards and policies to Contractor as a pre-condition of this stipulation.

P. Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is 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.

Q. Drug-Free Workplace Requirement

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Contractor and any third parties funded using Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR part 23.500, et seq.

R. Indemnification and Limitation of Liability

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall

use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

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

If applicable, Contractor will indemnify, defend and hold the OCD harmless, without limitation, from and against any and all damages, expenses, including reasonable attorneys fees, claims, judgments, liabilities and costs which may be finally assessed against the OCD in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the OCD shall give the Contractor:

- (i) Prompt written notice of any action, claim or threat of infringement suit, or other suit;
- (ii) The opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and
- (iii) Assistance in the defense of any such action at the expense of Contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, the OCD may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration may require.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reasons or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence:

- (i) To procure for the OCD the right to continue using such item(s) or part(s) thereof, as applicable;
- (ii) To modify the component so that it becomes non-infringing equipment of at least equal quality and performance;
- (iii) To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance; or
- (iv) If none of the foregoing is commercially reasonable, then provide monetary compensation to the OCD up to the dollar amount of this Agreement.

For all other claims against Contractor where liability is not otherwise set forth in this Agreement as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Agreement, or two (2) times the charges rendered by Contractor under this Agreement. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, loss revenue or lost institutional operating savings.

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

VI. MISCELLANEOUS PROVISIONS

A. No Assignment

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

B. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

C. Applicable Law, Remedies, and Venue

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

D. Entire Agreement

This Agreement constitutes the entire understanding of the undertakings between the Parties with respect to the subject matter hereof and thereof, 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 Agreement.

E. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal contractor 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 Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party that (or whose contractor) 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 Agreement and any successor to a signatory Party.

F. Amendments, Supplements and Modifications

This Agreement may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Agreement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.

G. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement 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.

H. Legal Authority

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 Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

I. Substitution of Key Personnel

The Contractor's personnel assigned to this Agreement may not be replaced without the written consent of the OCD. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any personnel of Contractor becomes unavailable due to the resignation, illness, or other factors, excluding assignment to a project outside of this Agreement, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

J. Prohibited Activity

Contractor is prohibited from using, and is responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Contractor will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

K. Public Communications

Contractor shall not issue any public communications regarding the Program and Contractor's activities under this Agreement without the prior consent of the OCD.

L. Safety

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 Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

M. 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 applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

N. No Third Party Beneficiaries

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Agreement 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 Agreement.

O. 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:

If to State:

Executive Director
State of Louisiana
Division of Administration
Office of Community Development
Disaster Recovery Unit
Mailing Address: P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
(225)296-9600 (fax) (225) 219.9605


If to Contractor:

Jeffrey Zehnder
Zehnder Communications, Inc.
650 Poydras, Suite 2450
New Orleans, LA 70130
jzehnder@z-comm.com
504-962-3717
504-558-7779 FAX


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DONE AND SIGNED by the Parties on the dates set forth below.

OFFICE OF COMMUNITY DEVELOPMENT

By: 
Name: Patrick W. Forbes
Title: Executive Director
Date: 9.8.17

DIVISION OF ADMINISTRATION

By: 
Name: Desiree Honoré Thomas
Title: Assistant Commissioner, DOA
Date: 9/11/2017

CONTRACTOR


By: 
Name: JEFFREY S. ZELMAN
Title: CEO
Date: 8-28-2017

Exhibit A Scope of Services Digital Media Services

To support the Office of Community Development's (OCD) marketing efforts to build awareness of the Restore Louisiana Small Business Program (RLSB), Zehnder (Contractor) will provide the following media placements. The media plan would run from August 21, 2017 to September 30, 2017 and target local business owners in the top affected parishes in Louisiana. Further details are outlined below for review:

Objectives:

- Build awareness of the RLSB Program
- Drive qualified traffic to the OCD RLSB landing page
- Increase RLSB survey submissions
- Increase RLSB applications

Program Monitoring

These services are to be provided under the supervision of the Director of Recovery Programs of the OCD, or designee(s). The Contractor will be monitored as follows:

1. OCD will ensure that all deliverables are delivered on or before September 30, 2017 by visiting the intended media outlets (Facebook, Twitter, Google, and various websites as listed below) on a bi-weekly basis to confirm the advertisements are present.
2. The Contractor will submit to OCD any artwork, designs, articles, etc., prior to publication for written approval from OCD.
3. OCD will request data from the Contractor bi-weekly to monitor the effectiveness of the service. This analytical data will include, but is not limited to, views, shares, likes, retweets and comments on Facebook, Twitter, and other media outlets listed below.

Target Audience:

- Business Owners in the following parishes:
 - Primary (Top 10): EBR, Livingston, Ascension, Lafayette, Ouachita, Tangipahoa, Vermilion, St. Tammany, Washington, Acadia
 - Secondary: Acadia, Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, DeSoto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, Lafayette, LaSalle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Point Coupee, Rapides, Red River, Richland, Sabine, St. Helena, St. James, St. Landry, St. Martin, St. Tammany, Tangipahoa, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn

Flight Dates: These are when the ad campaigns will start and end.

- Campaign #1: OCD RLSB Survey Promotion – August 21- August 31, 2017
- Campaign #2: OCD RLSB Program Awareness – August 21, 2017 – September 30, 2017

Media:

SOCIAL MEDIA

- Facebook:
 - Campaign #1: OCD RLSB Survey Promotion
 - Website Click Ads – The Facebook website click ads campaign will focus on driving traffic to the website to participate in the survey during the month of August. Ads will be geo-targeting to specific parishes and audience demographics that hone in on the business owner audience.
 - Estimated Impressions: 55,000
*(An **impression** in the context of [online advertising](#) is when an ad is fetched from its source, and is countable. Whether the ad is clicked is not taken into account. Each time an ad is fetched, it is counted as one impression.)*
 - Cost: \$1,500
 - Campaign #2: OCD RLSB Program Awareness
 - Website Click Ads – Like the above Campaign #1, the Facebook website click ads will drive traffic to the RLSB Program landing page, but the focus of the contractor will be on building awareness of the program versus the survey. It will also have a two-month flight and run during August and September 2017. Ads will be geotargeted to specific parishes and audience demographics that reach local business owners affected by the floods of 2016.
 - Estimated Impressions: 78,000
 - Cost: \$2,000
- Twitter:
 - Campaign #1: Survey Promotion
 - Twitter Cards – Zehnder recommends website click cards within Twitter. These are ads that are comprised of a single image, copy text and destination URL (link) that are displayed within the Twitter newsfeed (platform) both on desktop and mobile devices. These will be utilized to drive website traffic to landing pages on the website around specific content with a goal of increasing survey respondents. Ads will be geotargeted both geographically and by interests, keywords and company/influencer Twitter handles that are relevant to local business owners.
 - Estimated Impressions: 20,000,000
 - Cost: \$1,500
 - Campaign #2: OCD RLSB Awareness

- Twitter Cards – These website click cards will be utilized to drive traffic to landing pages on the website around specific content. Ads will be geotargeted both geographically and by interests, and by keywords and company/influencer Twitter handles will be relevant to business owners in the community.
 - Estimated Impressions: 20,200,000
 - Cost: \$2,000

DIGITAL MEDIA

In addition to paid social media placements, a strong digital campaign will be undertaken to support the OCD RLSB Program's efforts. This will further build awareness and drive qualified traffic to the Restore Louisiana website. These services are as follows:

- Search Engine Marketing:
 - Google AdWords
 - A Google display campaign will help capture the business owners living in the smaller parishes listed above.
 - Sample keywords: small business loan Baton Rouge, business flooded in Baton Rouge, etc.
 - Creative requirements: 300x250, 728x90, 300x50, 160x60, 320x50
 - Flight Dates: August 21 – September 30, 2017
 - Cost: \$3,824
- Display/Banner Advertising
 - Brandxchange –Centro (Centro is an ad network that will show the ads based on the targeting parameters Zehnder stipulates.)
 - The OCD RLSB's ads are recommended to run on the Centro Brandxchange ad network in the specific markets outlined above. Centro Brandxchange is an advertising vendor that aggregates a group of websites who host advertisements and then serves them based on outlined targeting parameters. Centro is a longtime preferred partner and is able to reach a wide-audience with a low cost per thousand impressions (CPM). Some example sites include LinkedIn.com, foxnews.com, nytimes.com, and local websites like theadvocate.com, katc.com, and thenewsstar.com
 - Target Audience:
 - Adults who are 25 years old or older; Business owners in the primary parishes listed above
 - Flight dates: August 21 – September 30, 2017
 - Creative Requirements: Banner ads that include the following sizes- 300x250, 728x90, 300x50, 160x60, and 320x50
 - Estimated Impressions: 1,500,000
 - Cost: \$11,858

- The Baton Rouge Business Report
 - Because the Baton Rouge Business Report's Daily report e-newsletter reaches over 20,000 subscribers in EBR, Livingston, and Ascension parishes, Zehnder will run a half-page skyscraper ad daily for the length of the campaign.
 - Flight dates: August 21 – September 30, 2017
 - Creative Requirements: Banner ad size of 300x600
 - Estimated impressions: 400,000
 - Cost: \$5,471

- Nola.com
 - Zehnder will utilize NOLA Media group for the OCD RLSB awareness campaign because they have a strong presence among business owners in the effected region. Zehnder will use Nola.com as a media partner for digital marketing via geotargeted banner ad impressions on the website and one business-to-business targeted email blast targeted to 7,000 businesses.
 - Flight dates: August 21 – September 30, 2017
 - Email blast to deploy on September 6, 2017
 - Creative requirements: Banner ads that include the following sizes - 300x250, 728x90, 320x50, 970x90
 - Estimated impressions: 300,000
 - Cost: \$5,876

- New Orleans City Business
 - CityBusiness serves as a leading industry pub in the New Orleans area. Zehnder will contract for sponsored content articles, which will run on the CityBusiness website. In addition to this exposure, the OCD RLSB social channels can share these content articles to gain additional exposure and awareness.
 - Creative requirements: 1400-1750 words for sponsored article, 300x250 banner ad, 180x150 banner ad, 728x90 banner ad, and logo
 - Flight dates: August 21 – September 30, 2017
 - Estimated impressions: 330,000 impressions
 - Cost: \$3,970

MATERIALS DEVELOPMENT

Based on the media named above, Zehnder will create the following materials to run on the placements. Zehnder will develop, design and traffic the materials for insertion.

- Facebook click ads
 - Development of two versions of a Facebook click ad, 1) survey promotion and 2) awareness.
- Twitter cards

- Development of two versions of a Twitter card, 1) survey promotion and 2) awareness.
- Banner ad in 7 sizes (one version)
 - Development of one banner ad concept and resized into the following sizes, 7 total: 728x90, 300x250, 180x150, 300x600, 320x50, 970x90, 160x60
- Article development for sponsored articles (New Orleans City Business, Biz New Orleans)
- Zehnder account set up and project management

**Exhibit B
Budget**

The following budget outlines the gross media cost for the recommended placements along with the supporting creative needs for placement.

Social Media

Campaign #1 Facebook Website Clicks	\$1,500
Campaign #2 Facebook Website Clicks	\$2,000
Campaign #1 Twitter Cards	\$1,500
Campaign #2 Twitter Cards	\$2,000
<i>Social Media Subtotal</i>	\$7,000

Interactive Media

BrandxChange	\$11,858
Google AdWords	\$3,824
The Baton Rouge Business Report	\$5,471
Nola.com	\$5,876
City Business	\$3,970
<i>Interactive Media Subtotal</i>	\$30,999

Materials Development

Facebook Click Ads	\$2,500
Twitter Cards	\$1,500
Banner Ad Development	\$5,000
Article Development	\$1,500
Account Set-up	\$1,500
<i>Materials Development Subtotal</i>	\$12,000
TOTAL:	\$49,999

The parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Contract; provided however, that in no case shall any such revisions or reallocations exceed the maximum amount of the Contract.

No travel expenses or travel time will be reimbursed under this Agreement.