REQUEST FOR PROPOSALS

for

Developing and Executing a Strategic Marketing and Communication Program for the Louisiana Department of Economic Development

RFP #: 252-20-022

RFx #: 3000013236

Proposal Due Date/Time: AUGUST 26, 2019

by 4:30 P.M. CDT

State of Louisiana

Department of Economic Development

Date of Issuance: Tuesday, July 16, 2019

Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION 6
1.1 Purpose 6
1.2 Background 6
1.3 Goals and Objectives 7
1.4 Term of Contract 7
1.5 Definitions 8
1.6 Schedule of Events 8
1.7 Proposal Submittal 9
1.8 Qualification for Proposer 9
1.8.1 Mandatory Qualifications: 10
Component 1: Strategic Development / Brand Identity 10
Component 2: Website and Digital Communication Tools 10
Component 3: Media Buying 11
Component 4: Public Relations/External Communications 11
1.8.2 Desirable Qualifications: 12
1.9 Proposal Response Format 12
1.9.1 Cover Letter 12
1.9.2 Table of Contents 12
1.9.3 Executive Summary 13
1.9.4 Company Background and Experience 14
1.9.5 Approach and Methodology 16
1.9.6 Proposed Staff Qualifications 17
1.9.7 Veteran and Hudson Initiative Programs Participation 17
1.9.8 Cost Proposal 19
Cost Provisions Applicable to All Services: 19
Component 1: Strategic Direction / Brand Identity 20
Component 2: Interactive and Digital Communication Tools 20
1.9.9 Certification Statement 22
1.9.10 Outsourcing of Key Internal Controls: 22
1.10 Number of Copies of Proposals 23
1.11 Technical and Cost Proposals 23

1.12 Legibility/Clarity 23
1.13 Confidential Information, Trade Secrets, and Proprietary Information 23
1.14 Proposal Clarifications Prior to Submittal 24
1.14.1 Pre-proposal Conference 24
1.14.2 Proposer Inquiries 24
1.14.3 Blackout Period 25
1.15 Error and Omissions in Proposal 26
1.16 Changes, Addenda, Withdrawals 26
1.17 Withdrawal of Proposal 26
1.18 Waiver of Administrative Informalities 26
1.19 Proposal Rejection/RFP Cancellation 26
1.20 Ownership of Proposal 26
1.21 Cost of Offer Preparation 27
1.22 Taxes 27
1.23 Determination of Responsibility 27
1.24 Use of Subcontractors 28
1.25 Written or Oral Discussions/Presentations 28
1.26 Acceptance of Proposal Content 28
1.27 Evaluation and Selection 28
1.28 Best and Final Offers (BAFO) 29
1.29 Contract Award and Execution 29
1.30 Notice of Intent to Award 29
1.31 Right to Prohibit Award 30
1.32 Insurance Requirements for Contractors 30
1.32.1 Contractor's Insurance 30
1.32.2 Minimum Scope and Limits of Insurance 31
1.32.3 Deductibles and Self-Insured Retentions 32
1.32.4 Other Insurance Provisions 32
1.32.5 Acceptability of Insurers 33
1.32.6 Verification of Coverage 33
1.32.7 Subcontractors 34
1.32.8 Workers Compensation Indemnity 34
1.33 Indemnification and Limitation of Liability 34

1.34 Payment 35
1.34.1 Electronic Vendor Payment Solutions 36
1.35 Termination 36
1.35.1 Termination of the Contract for Cause 36
1.35.2 Termination of the Contract for Convenience 37
1.35.3 Termination for Non-Appropriation of Funds 37
1.36 Assignment 37
1.37 Right to Audit 37
1.38 Civil Rights Compliance 37
1.39 Record Ownership 38
1.40 Entire Agreement/ Order of Precedence 38
1.41 Contract Modifications 38
1.42 Substitution of Personnel 38
1.43 Governing Law 39
1.44 Claims or Controversies 39
1.45 Code of Ethics 39
1.46 Corporate Requirements 39
1.47 Prohibition of Discriminatory Boycotts of Israel 39
PART 2: SCOPE OF WORK/SERVICES 41
2.1 Scope of Work 41
2.2 Task and Services 42
2.3 Deliverables 48
2.4 Technical Requirements 48
2.5 Project Requirements 48
PART 3: EVALUATION 49
3.1 Cost Evaluation 50
3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation 50
PART 4: PERFORMANCE STANDARDS 52
4.1 Performance Requirements 52
4.2 Performance Measurement/Evaluation/Monitoring Plan 52
4.2.1 Performance Measures/Evaluation: 52
4.2.2 Monitoring Plan: 52

4.3 Veteran and Hudson Initiative Programs Reporting Requirements 53
ATTACHMENT I: CERTIFICATION STATEMENT 54
ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION 61
ATTACHMENT V: SAMPLE CONTRACT 62
SEPARATE COUNTERPARTS 71
Deliverables 78

REQUEST FOR PROPOSAL
FOR
DEVELOPING AND EXECUTING A STRATEGIC MARKETING AND COMMUNICATION PROGRAM
FOR THE
LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing, developing and executing a strategic marketing and communications program for the Louisiana Department of Economic Development, an Agency of the State of Louisiana, also called Louisiana Economic Development (LED). The objective of this RFP is to select the proposal(s) that represent the best value to the State and LED. LED seeks the highest quality services (with emphasis on creativity, innovation, and speed of delivery) it can obtain with its available budgeted funds. Any failure to provide high quality services in a timely manner as requested by LED creates great risk of injury to the reputation of LED and disruption of its economic development efforts and will require significant time and effort of staff to overcome difficulties. Therefore, evaluation factors relating to quality of services are of the greatest importance.

Through this RFP, LED seeks to identify a single contractor, or multiple contractors, who will assist LED in achieving its objectives through the creation and execution of marketing initiatives and communication strategies. The work will be divided into four Components: 1) Strategic Development and Brand Identity; 2) Website and Digital Communication Tools; 3) Media Buying; and 4) External Communications.

The purpose of dividing the work into four (4) Components is to provide LED greater access to the most creative, innovative and efficient Proposers. It is understood that there will likely be overlap among tasks that will fall within each Component.

The Components allow proposers the flexibility to submit a proposal in response to only a single Component or to submit individual proposals for each Component for which they wish to be considered. A Proposer must submit separate individual proposals for each Component for which the Proposer seeks to be considered such that, e.g., if one Proposer submits for all Components, that Proposer must submit four complete, separate proposals specifically tailored for each of the four Components.

1.2 Background

Louisiana Economic Development is responsible for promoting Louisiana as a location for retaining, expanding and locating domestic and international business operations.

LED's Marketing and Communications Division oversees and manages all facets of the LED brand, while also building awareness of Louisiana's economic development opportunities and achievements through targeted visual and written communications. LED's specific purpose for engaging in these communications and marketing activities is to generate legitimate inquiries from responsible sources and to create a favorable image of Louisiana as a place in which to live, work and do business.

LED will entertain proposals from qualified agencies and consortia organized for the purpose of submitting a proposal or proposals for the LED marketing and communications account or any Component thereof; which proposals will contain sufficient information for the department to determine that satisfactory services will be performed and ensured for the department.

A Proposer must be capable (through its own staff or through specifically disclosed arrangements with third-party contractors) to perform the services requested for each Component for which it wishes to be considered. Each Component will be reviewed, scored separately, and independently evaluated. Multiple awards may be made.

It is understood that there will be overlap among tasks that will fall within each Component. The contracts will be non-exclusive, and LED reserves the right to otherwise provide or contract for any of these services via some other source and award multiple contracts to one or more Proposers.

The amount allocated to any one Component or any one Contractor will be determined during contract negotiations, and each contract or contracts will reflect a maximum amount payable under each contract. However, all payments will be based on actual work performed and in accordance with the approval processes provided by contract.

1.3 Goals and Objectives

The **Goals** of this RFP are to obtain a Contractor or Contractors to provide assistance to LED in developing and executing a strategic marketing and communication program for LED, to help LED achieve its objectives through the creation and execution of marketing initiatives and communication strategies to provide the State greater access to the most creative, innovative and effective methods.

The **Objectives** of this RFP are to obtain a Contractor or Contractors to participate in a working relationship with LED, which will be a firm or firms that will cooperate and work with each other, as necessary, and LED staff to establish vision and goals for the promotion of the State's economic development program; to provide support to the State in developing and executing a strategic marketing and communication program; and to provide a relationship whereby LED and the Contractor(s) will cooperate, work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about October 1, 2019, and is anticipated to end on September 30, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Component	A portion of the work or services to be provided by the Contractor who is awarded a contract pursuant to this RFP. The four Components for this RFP are 1) Strategic Development and Brand Identity; 2) Website and Digital Communication Tools; 3) Media Buying; and 4) External Communications
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
LED	The Louisiana Department of Economic Development, also known as Louisiana Economic Development, the department seeking the contract resulting from this solicitation.
LED Websites	Collectively refers to websites produced and maintained for LED, LED FastStart and Louisiana Entertainment
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Secretary	The Secretary of the Louisiana Department of Economic Development
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.
Task Order	A request made by LED for a specific task, service or project.

1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and post to LaPac	July 16, 2019
Pre-proposal conference (if applicable)	Not Applicable to this RFP
Deadline for receipt of written inquiries	July 26, 2019, by 4:30 PM, CDT
Deadline to answer written inquiries	August 5, 2019
Deadline for receipt of proposals	August 26, 2019 by 4:30 PM, CDT
Presentations & Discussions (if Agency deems it applicable)	September 4, 2019
Notice of Intent to award announcement, and 14-day protest period begins, on or about	September 18, 2019
Contract execution, on or about	October 1, 2019

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this RFP. The proposal must be received in hard copy (printed) versions by the RFP Coordinator on or before the date and time specified in the Schedule of Events shown above. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered to the RFP Coordinator at the Proposer's expense to:

Christina Ocmand, RFP Coordinator
Louisiana Economic Development

For courier delivery, the location/street address is:
LaSalle Building,
11th Floor, Cubicle 11-76J
617 North 3rd Street
Baton Rouge, LA. 70802

For mailing, the mailing address is:
P. O. Box 94185
Baton Rouge, LA. 70804-94185

The Telephone Number is: (225) 342-4071 (direct) or (225) 342-3000 (receptionist)

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

One (1) original and six (6) copies of each proposal (a separate proposal must be submitted for each Component for which the proposer wishes to be considered) must be submitted to the RFP Coordinator at the address specified. The original proposal must contain the original signature of an officer or agent authorized to sign contracts on behalf of the proposer. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation, and will be required for execution of a contract pursuant to this RFP. The original proposal will be incorporated into any contract resulting from this RFP.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

The Proposer shall be a strategic consulting firm with five or more years' experience in Component to which Proposer is responding. Components include: 1) Strategic Development, Brand Identity; 2) Website and Digital Communication Tools; 3) Media Buying; or 4) External Communications.

Proposers (through its own staff or through specified arrangements with third-party subcontractors) shall demonstrate that staff proposed have the necessary experience and knowledge to successfully implement and perform the tasks and services listed below each Component, for each Component for which the proposer wishes to be considered, prior to the deadline for receipt of proposals. Additionally, Proposers shall certify the staffing requirements and response time requirements as detailed below will be met, for each Component for which it wishes to be considered. Proposers should provide resumes for individual staffers reflecting experience with the relevant qualifications identified below.

Component 1: Strategic Development / Brand Identity

a. Strategic planning
b. Consumer research/testing
c. Creative development
d. Project management
e. Account service and management
f. Office/staffing - Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost.
g. Copywriting and Proofing
h. Accounting

Component 2: Website and Digital Communication Tools

a. Strategic planning
b. Creative development
c. Website development and management for LED Websites
d. Email marketing
e. Digital and social media communication tools development and management
f. Search Engine Optimization (SEO) planning and management, updating headlines, metadata descriptions, site address and extensions for a more prominent results in on-line searches
g. Project management
h. Account service and management
i. Copywriting and Proofing

j. Accounting
k. Office/staffing – Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost.
l. Support/response time - Provide 24-hours per day support, 7 days per week, 365 days per year, for LED Websites, including related databases, content management tools, portals, web applications and related systems, and digital communication tools. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

<u>Component 3</u>: Media Buying

a. Strategic planning
b. Target audience and medium analysis
c. Media buying – traditional and digital
d. Media tracking and invoice reconciliation
e. Account service and management
f. Accounting
g. Office/staffing - Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost.

<u>Component 4</u>: Public Relations/External Communications

a. Strategic planning
b. Messaging architecture
c. Media response process and support
d. Media and influencer relationships
e. Press engagement and media pitching
f. Press conferences/tours
g. Media training

h. Crisis communication
i. Special event management
j. Account service and management
k. Accounting
l. Office/staffing - Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media.

1.8.2 Desirable Qualifications:

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

It is desirable that Proposers provide detailed information about the experience and qualifications of the Proposer's personnel considered key to the success of this project who are to be assigned to this project showing that they meet the following qualifications prior to the deadline for receipt of proposals.

The Proposer's team should include individuals with resumes that reflect significant experience as described in paragraph 1.8.2 above. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the following format and order of presentation described below.

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer and indicating the Component (1, 2, 3, or 4) for which the proposal is being submitted. A separate proposal shall be required for each Component for which the Proposer wishes to be considered.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include the following in the following order:

1. Proposer Contact Information
   a. Company Name
   b. Company Type
   c. Year of Establishment
   d. Physical Address (include addresses of additional locations)
   e. Web Address
   f. Contact Person
   g. Contact Person's Phone Number(s)
   h. Contact Person's Email Address
2. Description of company and company philosophy or mission.
3. Stipulation that the Proposal is valid for a time period of at least 90 calendar days after the Proposal Submission Deadline.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment V. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment V, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.3.1 Client and Billings Information

Proposers shall provide the following information:

1. Proposer's billings for each of the past four years. Indicate the geographic location (city/state/country) of the largest and smallest account each year.
2. List of all clients Proposer has worked with over the last two years.
3. Five client references: Include client's name, type of business/organization, physical address, contact person, contact person's title and telephone number, and type(s) of service provided.

1.9.3.2 Capabilities Information

Proposer shall provide the following information:

1. Description of experience working on projects most similar in scope and function to the proposed Contract.
2. Description of Proposer's in-house capabilities/facilities (as applicable):
    a. Component 1: strategic planning, brand identity/architecture, research, calendar planning, vertical integration, production of copy, finished art, graphics, etc.; providing copywriting and proofing services for all marketing pieces.
    b. Component 2: production and development of LED Websites, apps, e-marketing, email marketing, etc.; providing back-end and front-end support for all interactive environments and digital communication tools, including design and analytics; social media planning, management, support services.
    c. Component 3: media buying, tracking and reporting.
    d. Component 4: PR plans, etc.; providing coordination and on-site support for media responses and special events, as well as clipping services and news media tracking services.
3. Statement addressing Proposer's ability to meet LED's requirements and timeframes.

Proposer should provide the following information:

4. Description of Proposer's strongest area of expertise.
5. Description of Proposer's least successful service.

1.9.4 Company Background and Experience

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

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

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

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience with the agency as well as other Louisiana and out-of-state governmental entities and corporate entities of comparable size and diversity with references from previous clients including names and telephone numbers. Proposer's past experience with the agency will be considered in the evaluation process.

1.9.4.1 Technical Proposal and Examples of Past Work

For all examples of past work, names and titles of team members who participated in the previous projects should be listed, indicating those team members that would be assigned to the LED account. At least half of all examples should have significant participation by/contributions of key personnel to be assigned to the LED account.

Component-specific Items:

Component 1: Strategic Development / Brand Identity

a. Samples (up to four) of what the Proposer considers to be its best integrated strategic plan for branding, advertising and all relevant components meeting a defined vision, mission, goal(s), and objective(s); include tactics that supported the plan and description of results and metrics used to track success of plan.

b. Diverse samples (up to four) of writing produced by the copywriter(s) who would be assigned to the LED account.

c. Certification that Proposer has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner; and that it will provide key account personnel who are available for quick project turnaround, and for in person meetings and senior-level decision making within one hour of LED request.

Component 2: Interactive and Digital Communication Tools

a. Samples (up to four) of what the Proposer considers to be its best integrated strategic plan to accomplish updates and/or improvements to interactive and digital communication tools. Including all relevant components meeting a defined vision, mission, goal(s), and objective(s); include description of results and metrics used to track success of plan.

b. Samples (up to four) of what the Proposer considers to be its best digital communication tool design or support (e.g., mobile app, tablet app, social media account, Blog, e-newsletter, e-blast). Objective or description required; description of metrics used to track success required.

c. Certification that Proposer has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner; and that it will provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request.

d. Certification that Proposer will provide 24-hour per day support, 7 days per week, 365 days per year, for LED Websites, including related databases, content management tools, portals, web applications and related systems, and digital communication tools, with a response time for support which shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

<u>Component 3</u>: Media Buying

a. Samples (up to four) of what the Proposer considers to be its best integrated media plan showcasing how it met a defined vision, mission, goal(s), and objective(s), including actual purchased media to support the plan and description of results and metrics used to track success of campaign required.

b. Samples (up to four) of what the Proposer considers to be its best documents for planning, tracking and reporting on results of integrated advertising buys.

c. Certification that Proposer has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner; and that it will provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request.

<u>Component 4</u>: Public Relations/External Communications

a. Samples (up to four) of what the Proposer considers to be its best integrated strategic communications plan meeting a defined vision, mission, goal(s), and objective(s) ; include description of results and metrics used to track success of plan.

b. Diverse samples (up to three) of writing produced by the team who would be assigned to the LED account.

c. Certification that Proposer has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner; and that it will provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request.

Proposers should also clearly describe their ability to exceed the qualifications described in the Highly Desirable Qualifications for Proposer section, and the Desirable Qualifications for Proposer section.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

1. Provide proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
2. Describe and clearly define your strategic planning process to meet defined vision, mission, goal(s), and objective(s). Describe and clearly define all components of the process, adjustments,

ongoing updates, reporting on Key Performance Indicators and all other relevant information to support strategic planning methods and process.

3. Define its functional approach in identifying the tasks necessary to meet requirements.
4. Describe the approach to Project Management and Quality Assurance.
5. Provide a form or sample Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
6. Present sample innovative concepts for review.

1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

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

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section, in the Highly Desirable Qualifications for Proposer section, and in the Desirable Qualifications for Proposer section.

Personnel and Achievements

1. Description of corporate structure and organization, including organization chart.
2. Names and titles of Proposer’s personnel by function (creative, account service, management, production, media, accounting, administration, etc.).
3. Names and titles of key personnel to be assigned to the LED account and brief professional background of each.

   NOTE: LED has final approval of all personnel assigned to the LED account.
4. List of any relevant awards, recognitions and professional memberships.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by

the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: https://smallbiz.louisianaeconomicdevelopment.com.

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

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

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

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

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

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

The statutes (La. R.S. 39:2001 *et. seq.)* concerning the Hudson Initiative may be viewed at: http://www.legis.la.gov/Legis/Law.aspx?d=96265.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: http://www.doa.la.gov/pages/osp/se/secv.aspx.

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

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

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

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.9.8 Cost Proposal

The Proposer shall provide the hourly rate or commission rate, as applicable for each Component, including but not limited to travel time and project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

The Proposer shall use the Cost Work Sheets, Attachment III, to propose costs for each Component the Proposer is proposing.

Cost Provisions Applicable to All Services:

1. Contractor rates will be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. (No Contractor charges above the hourly rate will be accepted.)
2. External costs will be reimbursable only when included in a Project Plan and approved by LED, and are included in the maximum amount payable under the contract. Reimbursable external costs may include: third-party contract services, acquisition of specialized equipment or supplies deemed necessary solely for the LED account, and other costs LED deems necessary to provide requested services. Contractor must make good-faith effort to obtain such services and goods at the lowest available cost for the quality required and on commercially reasonable terms favorable to LED, and shall invoice LED at cost without any markup.
3. Travel expenses which are allowed by State travel regulations will be reimbursed in accordance with State travel regulations as set forth in Louisiana Division of Administration Policy and Procedure Memorandum 49. Travel time and travel expenses incurred to and from LED's offices (in Baton Rouge) are not reimbursable.

Cost Information and Cost Proposal—all items under each component are mandatory and must be included in the proposal. A signed original and six (6) copies of all written materials are required.

<u>Component 1</u>: Strategic Direction / Brand Identity

Proposer's hourly rates for each of the following services:

Note: Hourly rates listed in response to the above may be decreased in any contract entered into as a result of this RFP, but cannot be increased.

a. Copywriter: Drafts headlines, blurbs, advertising copy, articles, technical copy, etc.

b. Proofreader: Carefully reads content and detects any errors in spelling, punctuation, grammar or layout (such as headlines, paragraphs, colors, placement, type, etc.)

c. Graphic Designer: Develops, implements and coordinates a wide variety of graphic artwork for public information and promotional materials

d. Graphic Design Supervisor: Coordinates, directs and evaluates graphic design personnel to ensure production and presentation support brand direction; Understands graphic composition and presentation

e. Interactive Designer: Creates overall look and feel of interactive communication products using text, data, graphics, sound, animation and other digital/visual effects

f. Interactive Design Supervisor: Manages and supervises interactive communication projects in compliance with plans and strategy briefs

g. Account Services: Supports the client by coordinating projects and reporting all activity on the account

h. Account Manager: Establishes proactive relationships with clients and handles all major decisions related to a specific client; Is the main point of contact for all communication and works closely with clients to create plans, strategies, timelines, execute projects and maintain hours and budget reporting, etc.

i. Project Manager and Traffic: Plans, estimates and works with LED to ensure tasks are assigned and complete

j. Production Services: Manages and supervises general bids and estimates, press checks, production management, etc.

k. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems

l. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects.

<u>Component 2</u>: Interactive and Digital Communication Tools

Proposer's hourly rates for each of the following services:

Note: Hourly rates listed in response to the above may be decreased in any contract entered into as a result of this RFP, but cannot be increased.

a. Copywriter: Drafts headlines, blurbs, advertising copy, articles, technical copy, etc.

b. Proofreader: Carefully reads content and detects any errors in spelling, punctuation, grammar or layout (such as headlines, paragraphs, colors, placement, type, etc.)

c. Graphic Designer: Develops, implements and coordinates a wide variety of graphic artwork for public information and promotional materials

d. Graphic Design Supervisor: Coordinates, directs and evaluates graphic design personnel to ensure production and presentation support brand direction; Understands graphic composition and presentation

e. Interactive Designer: Creates overall look and feel of interactive communication products using text, data, graphics, sound, animation and other digital/visual effects

f. Interactive Developer: Develops and implements code for interactive media; Uses multiple computer platforms and collaborates with design teams to maintain website and media presentation

g. Interactive Design Supervisor: Manages and supervises interactive communication projects in compliance with plans and strategy briefs

h. Account Services: Supports the client by coordinating projects and reporting all activity on the account

i. Account Manager: Establishes proactive relationships with clients and handles all major decisions related to a specific client; Is the main point of contact for all communication and works closely with clients to create plans, strategies, timelines, execute projects and maintain hours and budget reporting, etc.

j. Project Manager and Traffic: Plans, estimates and works with LED to ensure tasks are assigned and complete

k. Production Services: Manages and supervises general bids and estimates, press checks, production management, etc.

l. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems

m. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects

<u>Component 3:</u> Media Buying

Proposer's media commission rate that includes the below services.

a. Account Services: Supports the client by coordinating projects and reporting all activity on the account

b. Account Manager: Establishes proactive relationships with clients and handles all major decisions related to a specific client; Is the main point of contact for all communication and works closely with clients to create plans, strategies, timelines, execute projects and maintain hours and budget reporting, etc.

c. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems

d. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects

<u>Component 4:</u> Public Relations/External Communications

Proposer's hourly rates for each of the following services:

Note: Hourly rates listed in response to the above may be decreased in any contract entered into as a result of this RFP, but cannot be increased.

a. Copywriter: Drafts headlines, blurbs, advertising copy, articles, technical copy, etc.

b. Proofreader: Carefully reads content and detects any errors in spelling, punctuation, grammar or layout (such as headlines, paragraphs, colors, placement, type, etc.)

c. Media Liaison: supports all avenues with media relations including pitching stories, responding to inquiries, proactive management of strategic plan

d. Event Manager: supports all activities of events the client manages and/or attends; Responsibilities include on-site support, media coordination, agendas, etc.

e. Account Services: Supports the client by coordinating projects and reporting all activity on the account

f. Account Manager: Establishes proactive relationships with clients and handles all major decisions related to a specific client; Is the main point of contact for all communication and works closely with clients to create plans, strategies, timelines, execute projects and maintain hours and budget reporting, etc.

g. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems

h. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects

1.9.9 Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:

With specific regard only to Component 2, The Proposer should provide information regarding the company's last audit, to include any SOC reports resulting from a Statement on Standards for Attestation Engagements No. 18 (SSAE 18). In addition, for the winning Proposer, LED may make a written request for an independent SOC 2 or 3 audit no more than once every twelve (12) months. The cost of such audits shall be borne by the Proposer.

1.10 Number of Copies of Proposals

The State requests that one (1) original and six (6) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked "Original") and six (6) numbered copies of the technical proposal. All should be clearly marked technical proposal.

- One (1) Original (clearly marked "Original") and six (6) numbered copies of the cost proposal. All should be clearly marked cost proposal.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the LED. Any information about the Proposer's or the contractor's relationship with LED shall not be used for any marketing or promotional purposes without first obtaining prior express written approval of LED. Proposers or contractors are not allowed to apply for or submit work done for or on behalf of LED for any award or recognition without first obtaining prior written approval from LED.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

(NOT REQUIRED FOR THIS SOLICITATION.)

1.14.2 Proposer Inquiries

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

Christina Ocmand, RFP Coordinator
Louisiana Economic Development
P. O. Box 94185
Baton Rouge, LA. 70804-94185
Fax Number: (225) 342-5554; Telephone Number: (225) 342-4071
E-Mail Address: Christina.Ocmand@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by **4:30 P.M.**, Central Daylight Time, on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

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

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

Help scripts are available on OSP website under vendor center at: http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx.

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure.

Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

The State shall not be liable or responsible for any errors in proposals. The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

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

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

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.22 Taxes

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

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

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

With regard to each Component, the State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. Under this RFP there can be up to four (4) prime contractors and the same contractor can be the prime contractor for more than one Component. If the RFP results in more than one prime contractor, then LED, at its discretion, may identify one prime contractor, most likely the Contractor for Component 1 (Strategic Direction/Brand Identity), as the manager of any other prime contractor for efficiency and effectiveness during contract negotiation, but under this circumstance each prime contractor shall remain responsible for all deliverables specified for the Component(s) awarded to such prime contractor.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, or as part of any agency-approved plan for the project; however, Proposers shall acknowledge in their proposals total responsibility for the entire contract.

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

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

1.25 Written or Oral Discussions/Presentations

Upon the original evaluation described in Part III, the State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria. The cost score will remain unchanged.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

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

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and 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.

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

1.29 Contract Award and Execution

The State reserves the right to enter into a contract for each Component, or a single contract for several Components, based on the initial offers received without further discussion of the proposals submitted, if deemed to be most advantageous to LED and the State, considering the evaluation criteria and cost. LED will proceed to negotiate contract terms with selected Proposer(s). The State reserves the right to contract for all or a partial list of services offered in the proposals.

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

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment V. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) days, or if the selected Proposer fails to sign the final contract within five (5) days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

The State reserves the right to make multiple awards.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

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

1.32.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

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

1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.2.3 Professional Liability (Errors and Omissions)

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

1.32.2.4 Automobile Liability

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

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an

expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

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

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

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

1.32.4.2 Workers Compensation and Employers Liability Coverage

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

1.32.4.3 All Coverages

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

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

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

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

1.32.5 Acceptability of Insurers

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

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

1.32.6 Verification of Coverage

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

State of Louisiana
Louisiana Department of Economic Development, Its Officers, Agents, Employees and Volunteers
LaSalle Building, 11th Floor, 617 N. 3rd Street, Baton Rouge, LA. 70802
Contract No.: _____

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

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

1.32.7 Subcontractors

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

1.32.8 Workers Compensation Indemnity

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

1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and

documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

1.34 Payment

Payment terms shall be negotiated with the successful Proposer. The agency may structure the payment terms, but invoices must match the terms outlined in the contract.

The maximum amount of the contract is $ (TO BE DETERMINED). Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the LED Contract Monitor approves the invoice for payment. The State will make every reasonable effort to make payments within 30 calendar days of receipt of an invoice submitted for approval to the LED Contract Monitor for services that falls under a valid contract.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows: (TO BE DETERMINED).

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

1.34.1 Electronic Vendor Payment Solutions

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

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

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

1.36 Assignment

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

1.37 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department of Economic Development, the State Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

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

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

1.39 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State immediately upon production or publication and shall, be returned by the Contractor to the State, at the Contractor's expense, within 10 days of written request at any time or within 15 days of termination or expiration of the contract. The State may withhold any payments due to Contractor for as long as Contractor is not in compliance with this Section.

1.40 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.41 Contract Modifications

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

1.42 Substitution of Personnel

LED shall have the right to request a substitution of personnel upon written articulation of the reason(s) for the substitution, which substitution will not be unreasonably delayed by the Contractor. The

Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.43 Governing Law

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

1.44 Claims or Controversies

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

1.45 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.46 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.47 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or

divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Scope of Services and Deliverables that LED requires of the contractor are detailed below.

The contracts being awarded will be non-exclusive. LED reserves the right to otherwise provide or contract for any of these services via some other source, and to award separate contracts for one or more Components.

The dollar amount allocated to any one Component or to any one Contractor will be determined during contract negotiations, and each contract will reflect a maximum dollar amount payable under that contract. However, all payments will be based on actual work performed, in accordance with the process for approval of projects.

Projects within each Component will be requested by LED on an as-needed basis through a Task Order. Task Orders will outline the project or task goals, objectives and performance requirements. In response to the Task Order, the Contractor(s) will submit a project plan as requested by LED, which may include a scope of services, proposed staffing, timeline for completion, estimated cost (inclusive of contractor costs and based on approved hourly rates) and other pertinent details. Services are not compensable unless approved by LED. LED may issue standing Task Orders or approvals for repetitious or standard tasks.

The Contractor(s) must be able to coordinate services as requested to support a limited LED internal staff, including account management, project management, production management and supervision, as applicable. This includes the development of timelines and schedules, participation in marketing meetings, reporting on account activities, accounting and billing. It is expected that if multiple Contractors are selected that they will work seamlessly with other Contractors selected for other Components of the RFP.

2.1.1 Component 1: Strategic Development and Brand Identity

The Contractor selected for Component 1 will be responsible for the creative development and implementation of a comprehensive, research-based marketing and communication plan strategically designed to create a favorable image of the State as a place in which to live, work and do business.

2.1.2 Component 2: Website(s) and Digital Communication Tools

The Contractor selected for Component 2 will be the lead agency for the enhancement, development, design, integration and support for LED Websites's, including but not limited to the LED main website (http://www.OpportunityLouisiana.com), the LED Entertainment website (https://louisianaentertainment.gov/), and the Louisiana Job Connection website (https://louisianajobconnection.com), including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media). The current technical environment for LED Websites can be found in ATTACHMENT II.

2.1.3 Component 3: Media Buying

The Contractor, or Contractors, selected for Component 3 shall be required to perform the Services listed in the next section for Component 3. Projects will be executed under the contract by a task order from LED. Projects will be compensated based on media commission.

2.1.4 Component 4: Public Relations/External Communications

The Contractor selected for Component 4 will be responsible for the development and execution of a strategic state, national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

2.2 Task and Services

2.2.1 Component 1: Strategic Development and Brand Identity

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor(s) to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services (compensated by project fees)**
   a. Maintain all graphic standards and visual identity of LED to maintain consistency in advertising and external communications. This includes the maintenance and upkeep of comprehensive brand and writing standards manual(s).
   b. Analyze the marketing and advertising needs of LED. Develop and manage an overall, integrated marketing strategy and plan.
   c. Place and coordinate tracking research to evaluate Louisiana's success in changing perceptions and raising awareness about the State as a place to do business.
   d. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.
   e. Design and develop new logos and brand identity systems for associated and sub-brands (e.g. Louisiana Entertainment, Louisiana Job Connection, Louisiana Business Connection) of LED.
   f. Concept national and international print, online and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a new print testimonial to LED's current campaign, a re-design of the current online execution or an entirely new campaign or campaigns.
   g. Perform campaign production services including but not limited to: creative concept, graphic design, photography, proofreading, copywriting, shooting and editing.

h. Design and develop identity materials and routine collateral including letterhead, business cards, pocket folders, one-pagers, PPT templates, invitations, programs, industry brochures, brand signage and other standard materials. This includes art and creative direction, graphic design, copywriting, proofing as well as edits to and re-sizing of approved advertising concepts to meet paid media specifications.

i. Develop innovative direct mail programs and pieces to target c-level executives and/or site selectors and target influencers.

j. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, vehicle wraps, and other promotional materials and efforts.

k. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communications materials.

l. Develop, design and conduct special promotions.

m. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2.2.2 <u>Component 2</u>: Website(s) and Digital Communication Tools

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services for LED Websites: (compensated by project fees)**
   a. Analyze LED Website needs, including front-end and back-end support and integration, content management and future site upgrades and enhancements (includes mobile optimized site), portals, databases and web applications.

   b. Maintain and supervise Search Engine Optimization best practices and standards.

   c. Maintain current, robust Content Management System or recommend improved or equivalent system with similar or new/improved capabilities balancing cost/benefit scenarios to ensure site monitoring/updating, exporting data and CMS navigation is easy to perform LED staff. Maintain current end user layout or recommended improvements in user experience to support strategic mission of LED.

   d. Execute and supervise maintenance of a content management plan.

   e. Make routine design and copy changes to LED Websites, including uploading new images, documents and photos.

   f. Implement turnover plan with current Contractor(s) regarding web hosting service (Rackspace) and/or port entire website(s) (and all ancillary websites) from current web hosting service to Contractor's web hosting service, if Contractor recommends new hosting service, which must be approved by LED; quality assurance testing, problem resolution if discovered and launch.

g. Provide LED monthly web statistics and archive all reports and statistics for future diachronic analysis and trend analysis.

h. Provide web hosting services; analyze current web hosting service to ensure Tier 3 compliance and/or recommend appropriate and cost effective professional Tier 3 web hosting options addressing: scalability, peak traffic, stability, uptime, facility reputation, years in business, number of clients, backup power and data circuits, fire suppression technology, physical security, on-line security, backup and recovery options, business continuity planning and time to recover from complete server destruction.

i. Provide plan for ADA compliance, implementation and ongoing updates.

j. Provide plan for GDPR compliance, implementation and ongoing updates.

k. Provide plan and updates for ongoing compliance of e-privacy policy.

l. Provide web hosting data center's Service Level Agreement.

Service Level Agreement Criteria— LED requires high standards of performance from a Tier 3 data center. LED Websites must:

i. Be available, staffed with technicians, and accessible 24 hours a day, 7 days a week, 365 days a year.
ii. Have fast servers, network components, and data circuits so 98% of web access requests are addressed within .25/sec (server/internal).
iii. Have single or multiple Tier 1 high speed, low latency data circuits with data circuit network redundancy ensured by additional OC-48, OC-12, OC-3, or T3 failover circuits.
iv. Consistently load up to 200 successful web connections per minute regardless of local data center load.
v. Data center network and circuit speed measured through **www.broadband.gov** must be consistently 5 mbps up/down or faster, regardless of local data center load.
vi. Run monthly reports that summarize weekly service metrics identified above.
vii. Scheduled backups shall be performed daily with any necessary assistance from data center technicians at mutually agreed upon time.
viii. Maintain physical, system, and operational security consistent with Tier 3 secure data centers.
ix. All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request.
x. Provide detailed training of all portals, content management tools, web applications and databases and digital communication tools at time of onboarding, updating and/or upon LED request.

m. Provide planning and execution support of email marketing program including design, layout, proofing and deployment.

n. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

o. Adhere to code and style standards:

   i. Ensure code and style elements added to website are W3C compliant for cross browser compatibility with MS Edge, Internet Explorer, Firefox, Chrome, Opera and, Safari. Provide access to spiders that index and inform search engines like Google and Yahoo;

   ii. Coding to standards that include HTML version 4.01 Strict and XHTML 1.0 Strict or Transitional. Adhering to Cascading Style Sheet (CSS) standards that include CSS1, CSS2 and CSS3;

   iii. Ensure code and style compliance with mobile version of browsers, such as Android Mobile OS, Blackberry, Apple iPhone, Safari Opera, Apple iPad, and Microsoft CE or other current mobile versions.

p. Prepare and execute significant website facelift plan or new development based on research and analysis to address evolving site technology, navigation and usability and propose corrective action.

q. Design and build new website(s) including content management system(s).

r. Design and supervise production of integrated digital communication tools such as mobile apps, tablet apps, social media, e-readers.

s. Develop social media strategy, concepts and/or designs.

t. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2. Support/response time

Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

3. Technical Services and Requirements for Component 2 Services

Any enhancement, development, design, integration and support, should include, but not be limited to, providing well-tested, production-ready and working digital communication tools and interactive environment, including LED's website, related portals, content management tools, applications and databases.

The Contractor must also:

a. Provide and maintain all current business requirements documentation.

b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software.

c. Maintain LED department and technical standards in all work performed for the State.

d. Provide training (in-person training if requested) to appropriate LED staff for maintenance and content management functions.

e. Produce and maintain written manual with directions for performing basic and regular maintenance items on website and digital communication tools. These files should be kept in an agreed upon sharefile location where LED always has access. After major system updates, the manuals should be current within seven (7) days of implemented changes.

f. Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools during the Contract period. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

   NOTE: The website is currently housed on an off-site, secure cloud server maintained by an LED contractor.

Support is to include, but is not limited to, all planning, proposed development, enhancement and deployment strategies, compiling lists of errors, and correcting known bugs and errors. Training is to include the transfer of skills and knowledge in both verbal (in person) and written form to LED staff.

All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools

when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request as provided in section 1.39.

The Contractor will provide development, design, enhancement, integration and support for any changes to the above systems mandated by legislation and/or administrative regulation. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

2.2.3 Component 3: Media Buying

The Contractor, or Contractors, selected for Component 3 may be required to perform the Services listed below. Projects will be executed under the contract by a task order from LED. Projects will be compensated based on media commission.

1. **Project Services (compensated by Media Commission)**
   a. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include industry, national and international markets.
   b. Provide demographic and media information standard to the industry.
   c. Duplicate, traffic and track all media and make adjustments to the buy/plan as necessary.
   d. Verify and pay media invoices on behalf of LED.
   e. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2.2.4 Component 4: Public Relations/External Communications

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services (compensated by project fees)**
   a. Maintain industry, national and international media lists and tracking services.
   b. Plan and implement national and international media tours / events.
   c. Provide media response process and support.
   d. Develop and pitch stories to the media.
   e. Coordinate and direct logistics of special events and conferences.
   f. Work with appropriate staff on crisis/emergency management.
   g. Conduct other external communication-related programs and project management services as requested.

h. Develop strategic approach to select trade show opportunities including fulfillment of sponsor benefits, booth and/or collateral design.

i. Develop strategic approach to select event opportunities including conferences, site visits and receptions.

j. Develop, design and conduct special promotions.

k. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2.3 Deliverables

Deliverables include all of the project tasks and services described in this RFP and in the above and foregoing paragraphs. Additionally, for each Component, Contractor will be required to provide a monthly report outlining action taken against the marketing strategic plan ("Progress Reports").

2.4 Technical Requirements

(NOT APPLICABLE TO THIS RFP.)

2.5 Project Requirements

(INCLUDED IN PART II(above), Scope of Work/Services, and Task and Services)

PART 3: EVALUATION

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

The proposal will be pre-screened and evaluated, including weighted evaluation criteria, by an Evaluation Team to be designated by LED. All proposals will first be pre-screened by the RFP Coordinator to determine compliance with mandatory requirements as specified in this RFP. Proposals determined non-compliant by the RFP Coordinator will be confirmed by legal staff as non-compliant. Proposals that are not in compliance will be eliminated from further consideration. The evaluation of proposals will then be conducted by the Evaluation Team, which will determine the proposal(s) most advantageous to LED, taking into consideration the evaluation factors set forth in this RFP. The criteria will correlate to the information that proposers are requested to submit for open and fair competition, and will be applied consistently to all proposers.

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

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

Criteria	Maximum Score
Company Background and Experience	13
Approach and Methodology	35
Proposed Staff Qualifications	15
Louisiana Veteran and/or Hudson Initiative • *Up to 10 points available for Hudson-certified Proposers;* • *Up to 12 points available for Veteran-certified Proposers;* • *If no Veteran-certified Proposers, those two points are not awarded.* *See Section 3.2 for details.*	12
Cost	25*
TOTAL SCORE	**100**

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 31.5 points, (50%) of the total available points in the Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum**

score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

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

3.1 Cost Evaluation

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

CCS = ((LPC/TCP) x 25)

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. <u>Proposer Status and Allotment of Reserved Points</u>
   i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
   ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
   iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
   iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

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

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

i. Subcontractor's name;
ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
iii. A detailed description of the work to be performed; and
iv. The anticipated dollar value of the subcontract for the three-year contract term.

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

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

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

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

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

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

4.2.2 Monitoring Plan:

During the term of the contract, representatives of the Contractor(s) shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with each Contractor its plans for the performance of the duties and services hereunder prior to the performance thereof; shall review and pre-approve projects, prior to implementation, printing, release and distribution; and shall continually review and analyze Contractor's performance of services pursuant to this contract, the "Task Orders" and any other authorizations or approvals issued to the Contractor from time to time, as well as Contractor's written monthly Progress Reports and Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor.

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

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting

of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by contractor, and any assistance which may be needed to resolve the situation.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

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

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

A. Official Contact Name: _____

B. E-mail Address: _____

C. Facsimile Number with area code: ( ) _____

D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR.

Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

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

Signature of Proposer or Authorized Representative _____

Typed or Printed Name: _____

Date: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT II: Current Technical Environment for LED Websites

Website Hosting
Rackspace Managed Services
VMware ® Server Virtualization
Operating System: Windows Server 2012 R2 Standard - 64 Bit
Web Server: Internet Information Systems (IIS) and ASP
Database: SQL Server 2012
Backups: Weekly Full + Daily Incremental
Version Control: Git
Uptime Monitoring: 24x7 with Pingdom
CDN: CloudFlare
Tier 3 Data Center: 99.982% uptime, No more than 1.6 hours of downtime per year, N+1 fault tolerant providing at least 72-hour power outage protection

Website Applications
Search Tool – Google Site Search
Sharing & Bookmarking – AddThis
Google Maps
YouTube Hosted Player

Content Management System & Email Deployment System
Sitefinity CMS 11.2 (Online Marketing Edition)
Custom Sitefinity MVC Widgets & Modules
Hubspot Marketing Hub Enterprise (Dedicated IP for Email)

Asset Management
Widen Collective

NOTE: Current portals associated with LED's website are housed on dedicated servers owned and maintained by LED.

ATTACHMENT III: COST WORKSHEETS

COST WORKSHEET, Page 1

PROPOSER NAME:

Component 1 – Strategic Development / Brand Identity

Step 1: Enter proposed hourly billing rates for each of the following services & calculate average rate

Core services:	Hourly rate:
Copywriter	_____
Proofreader	_____
Graphic Designer	_____
Interactive Designer	_____
Production Services	_____
Average rate for these services =	_____

Supervisory services:	Hourly rate:
Graphic Design Supervisor	_____
Interactive Design supervisor	_____
Account Services	_____
Account Manager	_____
Project Manager and Traffic	_____
Average rate for these services =	_____

Administrative services:	Hourly rate:
Accounting Services	_____
Administrative Services	_____
Average rate for these services =	_____

Step 2: Multiply by weight factor*

Line A	Average rate for core services x 70% =	_____
Line B	Average rate for supervisory services x 20% =	_____
Line C	Average rate for administrative services x 10% =	_____
	Composite average hourly rate = (A + B + C) ÷ 3 =	_____

<u>To be completed by agency:</u>

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____

Lowest proposed composite average hourly rate ÷

Proposer's composite average hourly rate x 25% = cost score _____

* *Weight based on historical time and cost within each category and relative importance to results.*

PROPOSER NAME:

Component 2 – Interactive and Digital Communication Tools

Step 1: Enter proposed hourly billing rates for each of the following services & calculate average rate

Core services:	Hourly rate:
Copywriter	_____
Proofreader	_____
Graphic Designer	_____
Interactive Designer	_____
Interactive Developer	_____
Production Services	_____
Average rate for these services =	_____

Supervisory services:	Hourly rate:
Graphic Design Supervisor	_____
Interactive Design supervisor	_____
Account Services	_____
Account Manager	_____
Project Manager and Traffic	_____
Average rate for these services =	_____

Administrative services:	Hourly rate:
Accounting Services	_____
Administrative Services	_____
Average rate for these services =	_____

Step 2: Multiply by weight factor*

Line A	Average rate for core services x 70% =	_____
Line B	Average rate for supervisory services x 20% =	_____
Line C	Average rate for administrative services x 10% =	_____
	Composite average hourly rate = (A + B + C) ÷ 3 =	_____

To be completed by agency:

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____

Lowest proposed composite average hourly rate ÷

Proposer's composite average hourly rate x 25% = cost score

**Weight based on historical time and cost within each category and relative importance to results.*

PROPOSER NAME:

Component 3 – Media Buying

Step 1: Enter proposed media commission rate: _____

To be completed by agency:

Step 2: Calculate cost score

Lowest proposed rate (all Component 3 proposals): _____

Lowest proposed rate ÷ Proposer's rate x 25% = cost score

COST WORKSHEET, page 4

PROPOSER NAME:

Component 4 – Public Relations/External Communications

Step 1: Enter proposed hourly billing rates for each of the following services & calculate average rate

Core services:	Hourly rate:	
Copywriter	_____	
Proofreader	_____	
Media Liaison	_____	
Event Manager	_____	
Average rate for these services =		_____

Supervisory services:	Hourly rate:	
Account Services	_____	
Account Manager	_____	
Average rate for these services =		_____

Administrative services:	Hourly rate:	
Accounting Services	_____	
Administrative Services	_____	
Average rate for these services =		_____

Step 2: Multiply by weight factor*

Line A	Average rate for core services x 70% =	_____
Line B	Average rate for supervisory services x 20% =	_____
Line C	Average rate for administrative services x 10% =	_____
	Composite average hourly rate = (A + B + C) ÷ 3 =	_____

<u>To be completed by agency:</u>

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____

Lowest proposed composite average hourly rate ÷

Proposer's composite average hourly rate x 25% = cost score _____

**Weight based on historical time and cost within each category and relative importance to results.*

ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION

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

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

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.
If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

_____ _____
Printed Name of Individual Authorized Authorized Signature for payment type chosen

_____ Date: _____
Email address and phone number of authorized individual

ATTACHMENT V: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
Louisiana Department of Economic Development, a/k/a Louisiana Economic Development (LED)

AND

CONTRACTOR NAME
Click here to enter the Contractor name

CONTRACT NUMBER *(ISIS/LAGOV)*
Click here to enter the contract number

TYPE OF SERVICES TO BE PROVIDED
PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation)
Click here to enter the Contractor

FEDERAL EMPLOYER TAX ID NUMBER
Click here to enter the Contractor's FEIN

STATE LDR ACCOUNT #
Click here to enter the State LDR Account Number

STREET ADDRESS
Click here to enter the Contractor's street address

TELEPHONE NUMBER
Click here to enter the Contractor's telephone number

CITY Click here to enter the Contractor's city **STATE** Click here to enter the Contractor's state**ZIP CODE** Click here to enter the Contractor's zip code

---

TERM OF CONTRACT
This Contract shall begin on **October 1, 2019**, and shall end on September 30**, 2022**. The State has the right to extend this Contract up to a total of thirty six (36 months) with the concurrence of the Contractor and all appropriate approvals.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT
In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of $ Click here to enter the maximum contract amount, over multiple years as follows: Click here to enter the multi-year contract breakdown. Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of LED's Contract Monitor, Click here to enter the Name of agency's designee.

The State shall make every reasonable effort to make payments within 30 business days of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS
No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES
The **Goals** of this contract are to engage a Contractor to provide assistance to LED in developing and executing a strategic marketing and communication program for LED, to help LED achieve its objectives through the creation and execution of marketing initiatives and communication strategies to provide the State greater access to the most creative, innovative and effective methods [limited to particular Components as needed].

The **Objectives** of this contract are to engage a Contractor to participate in a working relationship with LED, a firm that will cooperate other firms, as needed, and LED staff to establish vision and goals for the promotion of the State's economic development program; to provide support to the State in developing and executing a strategic marketing and communication program; and to provide a relationship whereby LED and the Contractor will cooperate, work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message.

DESCRIPTION OF SERVICES
Contractor agrees to furnish services to State as specified in this Section and in any attachments.

Component 1: Strategic Development and Brand Identity

The Contractor selected for Component 1 will be responsible for the creative development and implementation of a comprehensive, research-based marketing and communication plan strategically designed to create a favorable image of the State as a place in which to live, work and do business.

Component 2: Website(s) and Digital Communication Tools

The Contractor selected for Component 2 will be the lead agency for the enhancement, development, design, integration and support for LED's existing website (http://www.OpportunityLouisiana.com), LED Entertainment website (https://louisianaentertainment.gov/) including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media). The current technical environment for OpportunityLouisiana.com can be found in ATTACHMENT II.

<u>Component 3</u>: Media Buying

The Contractor, or Contractors, selected for Component 3 shall be required to perform the Services listed in the next section for Component 3. Projects will be executed under the contract by a task order from LED. Projects will be compensated based on media commission.

<u>Component 4</u>: Public Relations/External Communications

The Contractor selected for Component 4 will be responsible for the development and execution of a strategic state, national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

A fuller description of the scope of services and the Task and Services related to each Component is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Additionally, Contractor will be required to provide a monthly report outlining action taken against the marketing strategic plan ("Progress Reports") [for each Component].

ACCEPTANCE OF DELIVERABLES

Deliverables specified in the Statement of Work shall be submitted, reviewed, and accepted according to the following procedure:

A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.

B. *Submittal and Review*. Contractor shall provide written notification to the LED Contract Monitor that a Deliverable is completed, and available for review and acceptance.

   Upon Contractor's written notification, the LED Contract Monitor shall review the Deliverable within 10 business days. Within this period, the LED Contract Monitor shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. *Acceptance or Rejection*. A Deliverable shall be considered accepted unless, within the 10 business days, the LED Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the

Deliverable. Alternatively, the LED Contract Monitor may, within 10 days of receiving a Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

D. *Resubmitting Deliverables*. Contractor shall provide written notification to the LED Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within 5 business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default. Alternatively, the LED Contract Monitor may, within 5 days of receiving a resubmitted Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.

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.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF LED's Contract Monitor and may be delayed for failure to timely submit Progress Reports.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

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

SUBSTITUTION OF KEY PERSONNEL

LED shall have the right to request a substitution of personnel upon written articulation of the reason(s) for the substitution, which substitution will not be unreasonably delayed by the Contractor. The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

STATE FURNISHED RESOURCES
State shall appoint a Project Manager, also called a Contract Monitor, for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager or Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

TAXES
Contractor shall be responsible for payment of all applicable taxes due as a result of the funds received under this contract.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE
Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

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 a termination date. Upon receipt of notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and the placing of orders for materials, facilities, services, supplies, or anything else in connection with performance under this contract. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT
Any claim or controversy arising out of this Contract which cannot first be resolved between the parties shall be resolved under the provisions of LSA - R.S. 39:1672.2 - 1672.4.

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

hereby consent and submit themselves to the exclusive Jurisdiction and Venue of the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana, for any action brought, after exhaustion of administrative remedies, with regard to this Contract; and hereby waive any and all objections based on lack of personal jurisdiction, improper venue or inconvenient forum.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, within 10 days of written request at any time or within 15 days of termination or expiration of the Contract. The State may withhold any payments due to Contractor for as long as Contractor is not in compliance with this section.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD OWNERSHIP

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 the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, immediately upon production or publication and shall be returned by Contractor to State, at Contractor's expense, within 10 days of written request at any time or within 15 days of termination or expiration of the Contract. The State may withhold any payments due to Contractor for as long as Contractor is not in compliance with this section.

CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

ASSIGNABILITY

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

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

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, the Division of Administration, Department of Economic Development, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Outsourcing of Key Internal Controls

With specific regard to Component 2, LED may make a written request for an independent SOC 2 or 3 audit, but no more than once in any given twelve (12) month period at Contractor's cost.

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds 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 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NON-DISCRIMINATION

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

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

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

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 24 CFR part 24.

CONFIDENTIALITY
Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS
Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS
Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS
The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with La. R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

INDEMNIFICATION AND LIMITATION OF LIABILITY
Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the

Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

STAFF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS
Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY
Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

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

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.

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

AMBIGUOUS TERMS
Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this contract or any amendment to this contract.

SEPARATE COUNTERPARTS
This contract may be executed in several separate counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same contract.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE
This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACT APPROVAL
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS
See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:	STATE AGENCY SIGNATURE:
_____	By: _____
_____	Title: _____

WITNESSES SIGNATURES:	CONTRACTOR SIGNATURE:
_____	By: _____
_____	Title: _____

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the Description of Services in the terms of this Contract and according to this Statement of Work (SOW) and the Description of Services/Tasks shown below:

DESCRIPTION OF SERVICES/TASKS

Component 1: Strategic Development and Brand Identity

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor(s) to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. Project Services (compensated by project fees)

a. Maintain all graphic standards and visual identity of LED to maintain consistency in advertising and external communications. This includes the maintenance and upkeep of comprehensive brand and writing standards manual(s).

b. Analyze the marketing and advertising needs of LED. Develop and manage an overall, integrated marketing strategy and plan.

c. Place and coordinate tracking research to evaluate Louisiana's success in changing perceptions and raising awareness about the State as a place to do business.

d. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.

e. Design and develop new logos and brand identity systems for associated and sub-brands of LED.

f. Concept national and international print, online and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a new print testimonial to LED's current campaign, a re-design of the current online execution or an entirely new campaign or campaigns.

g. Perform campaign production services including but not limited to: creative concept, graphic design, photography, proofreading, copywriting, shooting and editing.

h. Design and develop identity materials and routine collateral including letterhead, business cards, pocket folders, one-pagers, PPT templates, invitations, programs, industry brochures, brand signage and other standard materials. This includes art and creative direction, graphic design, copywriting, proofing as well as edits to and re-sizing of approved advertising concepts to meet paid media specifications.

i. Develop innovative direct mail programs and pieces to target c-level executives and/or site selectors and target influencers.

j. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, vehicle wraps, and other promotional materials and efforts.

k. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communications materials.

l. Develop, design and conduct special promotions.

m. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

<u>Component 2</u>: Website(s) and Digital Communication Tools

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services for LED Websites: (compensated by project fees)**

   a. Analyze LED Website needs, including front-end and back-end support and integration, content management and future site upgrades and enhancements (includes mobile optimized site), portals, databases and web applications.

   b. Maintain and supervise Search Engine Optimization best practices and standards.

   c. Maintain current, robust Content Management System or recommend improved or equivalent system with similar or new/improved capabilities balancing cost/benefit scenarios to ensure site monitoring/updating, exporting data and CMS navigation is easy to perform LED staff. Maintain current end user layout or recommended improvements in user experience to support strategic mission of LED.

   d. Execute and supervise maintenance of a content management plan.

   e. Make routine design and copy changes to LED Websites, including uploading new images, documents and photos.

   f. Implement turnover plan with current Contractor(s) regarding web hosting service (Rackspace) and/or port entire website(s) (and all ancillary websites) from current web hosting service to Contractor's web hosting service, if Contractor recommends new hosting service, which must be approved by LED; quality assurance testing, problem resolution if discovered and launch.

   g. Provide LED monthly web statistics and archive all reports and statistics for future diachronic analysis and trend analysis.

   h. Provide web hosting services; analyze current web hosting service to ensure Tier 3 compliance and/or recommend appropriate and cost effective professional Tier 3 web hosting options addressing: scalability, peak traffic, stability, uptime, facility reputation, years in business, number of clients, backup power and data circuits, fire suppression technology, physical security, on-line security, backup and recovery options, business continuity planning and time to recover from complete server destruction.

   i. Provide plan for ADA compliance, implementation and ongoing updates.

j. Provide plan for GDPR compliance, implementation and ongoing updates.

k. Provide plan and updates for ongoing compliance of e-privacy policy.

l. Provide web hosting data center's Service Level Agreement.

Service Level Agreement Criteria— LED requires high standards of performance from a Tier 3 data center. LED Websites must:

xi. Be available, staffed with technicians, and accessible 24 hours a day, 7 days a week, 365 days a year.

xii. Have fast servers, network components, and data circuits so 98% of web access requests are addressed within .25/sec (server/internal).

xiii. Have single or multiple Tier 1 high speed, low latency data circuits with data circuit network redundancy ensured by additional OC-48, OC-12, OC-3, or T3 failover circuits.

xiv. Consistently load up to 200 successful web connections per minute regardless of local data center load.

xv. Data center network and circuit speed measured through **www.broadband.gov** must be consistently 5 mbps up/down or faster, regardless of local data center load.

xvi. Run monthly reports that summarize weekly service metrics identified above.

xvii. Scheduled backups shall be performed daily with any necessary assistance from data center technicians at mutually agreed upon time.

xviii. Maintain physical, system, and operational security consistent with Tier 3 secure data centers.

xix. All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request.

xx. Provide detailed training of all portals, content management tools, web applications and databases and digital communication tools at time of onboarding, updating and/or upon LED request.

m. Provide planning and execution support of email marketing program including design, layout, proofing and deployment.

n. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

o. Adhere to code and style standards:

i. Ensure code and style elements added to website are W3C compliant for cross browser compatibility with MS Edge, Internet Explorer, Firefox, Chrome, Opera and, Safari. Provide access to spiders that index and inform search engines like Google and Yahoo;

ii. Coding to standards that include HTML version 4.01 Strict and XHTML 1.0 Strict or Transitional. Adhering to Cascading Style Sheet (CSS) standards that include CSS1, CSS2 and CSS3;

iii. Ensure code and style compliance with mobile version of browsers, such as Android Mobile OS, Blackberry, Apple iPhone, Safari Opera, Apple iPad, and Microsoft CE or other current mobile versions.

p. Prepare and execute significant website facelift plan or new development based on research and analysis to address evolving site technology, navigation and usability and propose corrective action.

q. Design and build new website(s) including content management system(s).

r. Design and supervise production of integrated digital communication tools such as mobile apps, tablet apps, social media, e-readers.

s. Develop social media strategy, concepts and/or designs.

t. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

Support/response time

Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

3. Technical Services and Requirements for <u>Component 2</u> Services

Any enhancement, development, design, integration and support, should include, but not be limited to, providing well-tested, production-ready and working digital communication tools and interactive environment, including LED's website, related portals, content management tools, applications and databases.

The Contractor must also:

a. Provide and maintain all current business requirements documentation.

b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software.

c. Maintain LED department and technical standards in all work performed for the State.

d. Provide training (in-person training if requested) to appropriate LED staff for maintenance and content management functions.

e. Produce and maintain written manual with directions for performing basic and regular maintenance items on website and digital communication tools. These files should be kept in an agreed upon sharefile location where LED always has access. After major system updates, the manuals should be current within seven (7) days of implemented changes.

f. Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools during the Contract period. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

NOTE: The website is currently housed on an off-site, secure cloud server maintained by an LED contractor.

Support is to include, but is not limited to, all planning, proposed development, enhancement and deployment strategies, compiling lists of errors, and correcting known bugs and errors. Training is to include the transfer of skills and knowledge in both verbal (in person) and written form to LED staff.

All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request as provided in section 1.39.

The Contractor will provide development, design, enhancement, integration and support for any changes to the above systems mandated by legislation and/or administrative regulation. In each of these areas, the Contractor will provide skills and knowledge transfer to LED staff as appropriate.

Component 3: Media Buying

The Contractor, or Contractors, selected for Component 3 may be required to perform the Services listed below. Projects will be executed under the contract by a task order from LED. Projects will be compensated based on media commission.

1. **Project Services (compensated by Media Commission)**
   a. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include industry, national and international markets.

   b. Provide demographic and media information standard to the industry.

   c. Duplicate, traffic and track all media and make adjustments to the buy/plan as necessary.

d. Verify and pay media invoices on behalf of LED.

e. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

<u>Component 4</u>: Public Relations/External Communications

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services (compensated by project fees)**
   a. Maintain industry, national and international media lists and tracking services.
   b. Plan and implement national and international media tours / events.
   c. Provide media response process and support.
   d. Develop and pitch stories to the media.
   e. Coordinate and direct logistics of special events and conferences.
   f. Work with appropriate staff on crisis/emergency management.
   g. Conduct other external communication-related programs and project management services as requested.
   h. Develop strategic approach to select trade show opportunities including fulfillment of sponsor benefits, booth and/or collateral design.
   i. Develop strategic approach to select event opportunities including conferences, site visits and receptions.
   j. Develop, design and conduct special promotions.
   k. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials

Deliverables

Deliverables include all of the project tasks and services described in this RFP and in the above and foregoing paragraphs. Additionally, for each Component, Contractor will be required to provide a monthly report outlining action taken against the marketing strategic plan ("Progress Reports").

[SCHEDULE REQUIREMENTS

Support/response time – With regard to Component 2, provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be

within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.]

PERFORMANCE MEASURES AND MONITORING PLAN

PERFORMANCE MEASURES

The performance of this contract will be measured by the State Contract Monitor, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work. The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties, which are specifically provided for in this contract. The Contract Monitor will monitor the services provided by the Contractor and the expenditure of funds under this contract. The Contract Monitor will be primarily responsible for the day-to-day contact with the Contractor, day-to-day monitoring of the Contractor's performance, the prior approval of travel and payment of travel expenses, and the review and approval of the Contractor's invoices for payment. Any changes in the Contract Monitor shall not require an amendment to this contract.

Performance Measures for the contract shall include the contractor's timely and successful performance and completion of the tasks and services required and to be performed pursuant to and consistent with the provisions, goals and objectives of the contract, including work products and the timely completion of projects authorized by LED pursuant to the contract; as well as the contractor's timely submission of monthly Progress Reports.

MONITORING PLAN

The LED Contract Monitor will monitor the services provided by the Contractor and the expenditure of funds under this contract. The Contract Monitor will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. During the term of this contract, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with the Contractor its plans for its performance of the duties and services hereunder prior to the performance thereof; shall review and pre-approve projects prior to implementation, printing, release and distribution; and shall continually review and analyze Contractor's performance of services pursuant to this contract, the "Task Orders" and any other authorizations or approvals issued to the Contractor from time to time, as well as Contractor's written monthly Progress Reports and Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor. The Contract Monitor shall also:

A. Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;

B. Assure that items/payments requested in Invoices are in compliance with this contract;
C. Coordinate with LED's fiscal office for payments to Contractor, and/or obtaining of any further needed documentation; and
D. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or host visits at LED in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

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

The performance of the contract will be measured by the State Project Manager or Contract Monitor, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work.

RFP Proposal Incorporation

In accordance with the provision of RFP# _____, the provision of the original proposal submitted by Contractor are incorporated herein, but to the extent there is any conflict between the provisions of the original proposal and this Contract, the provisions of this Contract rule.

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES
Contractor agrees to provide the following Contract related resources:

A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or

Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources*. Contractor shall provide other resources as specified in Attachment Click here to enter the Attachment identification letter or number .

CONTRACTOR PERSONNEL
The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name	Company Responsibilities	Classification Rate	Expected Duration

Click here to enter all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.

STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES
The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment Click here to enter the Attachment identification letter or number.

EXHIBIT A:
INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. **Professional Liability (Errors and Omissions)**
   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.
5. **Cyber Liability**
   Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages
   a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
   b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage
   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
3. All Coverages
   a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

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

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

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

D. <u>ACCEPTABILITY OF INSURERS</u>

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

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

E. <u>VERIFICATION OF COVERAGE</u>

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

2. The Certificate Holder Shall be listed as follows:

   State of Louisiana
   Louisiana Department of Economic Development, Its Officers, Agents, Employees and Volunteers
   Address Currently: Capitol Annex Bldg., 1051 North 3rd Street, 2nd Floor, Baton Rouge, LA. 70802;
   Address After Move: LaSalle Bldg., 617 North 3rd Street, 11th Floor, Baton Rouge, LA. 70802
   Project or Contract #: <u>(To Be Obtained)</u>

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

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

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.