

**REQUESTS FOR PROPOSALS**  
for  
**Developing and Executing a**  
**Strategic Marketing and Communication Program**  
for the  
**Louisiana Department of Economic Development**



**RFP #: 252-22-023**  
**RFx #: 3000019106**  
**Proposal Due Date/Time: June 24, 2022**  
**By 4:30 p.m. CT**

**State of Louisiana**  
**Department of Economic Development**

**Date of Issuance: Monday, May 16, 2022**

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

## 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 are most advantageous 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) Public Relations/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 the 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.

LEDs 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 accept proposals from qualified Proposers containing 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 subcontractors) 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 aware 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 Terms of Contract**

The terms of any contract resulting from this RFP shall begin on or about October 1, 2022, and is anticipated to end on September 30, 2025. 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. With all proper approvals and concurrence with the successful Contractor, LED may also exercise an option to extend for up to twenty-four (24) additional months with the

same terms and conditions of the initial contract term, with any increase in rates not to exceed the Consumer Price Index for All Urban Consumers (CPI-U) for the South, according to the U.S. Bureau of Labor Statistics. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

### 1.5 Definitions

Using Agency	The term "Using Agency" shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
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 Proposals
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 term "State" shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
Task Order	A request made by LED for a specific task, service or project.

### 1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	May 16, 2022
Pre-proposal conference (if applicable)	Not applicable to this RFP



Deadline for receipt of written inquiries	May 31, 2022 by 4:30 p.m. CDT
Deadline to answer written inquiries	June 10, 2022
Deadline for receipt of proposals ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	June 24, 2022 by 4:30 p.m. CDT
Presentations & Discussions (if Agency deems it applicable)	July 12-14, 2022
Notice of Intent to award announcement, and 14- day protest period begins, on or about	August 19, 2022
Contract execution, on or about	October 1, 2022

**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

The proposal must be received either electronically or in hard copy (printed) version on or before the date and time specified in the Schedule of Events, according to the following instructions.

NOTE: Only one version is required. Proposers are not required to submit their proposals in both versions.

#### 1.7.1 Electronic Proposal Submission

If submitting electronically, the proposal must be uploaded to <https://stateofla.app.box.com/f/ce8cbbb043f04713afe97f8fa51d6459> before the date and time specified in the Schedule of Events.. Uploaded submissions are the only acceptable method of electronic proposal delivery. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: <https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf>

#### 1.7.2 Hard Copy Proposal Submission

If submitting by hard copy, the proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the

Proposer's expense to:

Christina Ocmand, RFP Coordinator, Louisiana Economic Development

For courier delivery, the 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. **NOTE: HARD COPIES OF PROPOSAL MUST BE DELIVERED DURING OFFICE HOURS: 8:00 A.M. TO 4:30 P.M.**

## **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.
- 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.
- Proposers shall provide the following client and billing information:
  - 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.
  - List of all clients Proposer has worked with over the last two years.
  - List of all economic development clients Proposer has worked with over the last five years.

- 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.
- Proposer shall provide the following capabilities information:
  - Description of experience working on projects most similar in scope and function to the proposed Contract.
  - Description of Proposer's in-house capabilities/facilities (as applicable):
    - Component 1: strategic planning, brand identity/architecture, research, calendar planning, timeline development, project management, vertical integration, production of copy, finished art, graphics, etc.; providing copywriting and proofing services for all marketing pieces.
    - Component 2:
      - Production and development of websites, apps, e-marketing, email marketing, social media management, timeline development, project management, 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.
      - An exact copy of a current SOC 2, Type II report resulting from the SSAE 18 engagement assessment. As an alternative to a SSAE 18 engagement and resulting SOC 2, Type II report, Proposers shall complete and submit the Office of Technology Services (OTS) Third-Party Information Security Questionnaire located at the following website: [https://www.doa.la.gov/media/ylqaagyx/isp-thirdparty\\_infosecquestionnaire.xlsx](https://www.doa.la.gov/media/ylqaagyx/isp-thirdparty_infosecquestionnaire.xlsx)
      - Proposers shall also provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], other independent Contractor project or performance review or audit report.

**Division of Administration/Office of Technology Services will review and assess the SOC 2, Type II report or Third Party Information Security Questionnaire, as applicable. Additionally, proposers must undergo an approved security assessment performed by the OTS Information Security Team.**

**Proposals not meeting the information security requirements shall not proceed to evaluation.**

- Component 3: media buying, tracking and reporting.
- Component 4: PR plans, timeline development, project management etc.; providing coordination and on-site support for media responses and special events, as well as clipping services and news media tracking services.
- Statement addressing Proposer's ability to meet LED's requirements and timeframes.
- Description of Proposer's strongest area of expertise.
- Description of Proposer's least successful service.

## **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/virtual meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person/virtual 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/virtual 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.

### **Component 3: 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/virtual 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.

### **Component 4: 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/virtual 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 E. 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 E, 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.

#### **1.9.4 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, whether or not listed by the Proposer.**

#### **1.9.5 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.

## **Component 2: Website 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. Samples (up to four) of what the Proposer considers to be its best social media and email marketing campaigns. Objective or description required; description of metrics used to track success required.
- d. Samples (up to four) of what the Proposer considers to be its best website development projects similar in scope to [OpportunityLouisiana.com](http://OpportunityLouisiana.com) and [LouisianaEntertainment.gov](http://LouisianaEntertainment.gov). Objective or description should be provided; description of metrics used to track success should be provided.

## **Component 3: 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.

## **Component 4: 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.

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

### **1.9.6 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 how proposed staff would implement the strategic planning process with LED.
  4. Define its functional approach in identifying the tasks necessary to meet requirements.
  5. Describe the approach to Project Management and Quality Assurance, including software and programs utilized to support the implementation of projects.
  6. Provide a form or sample Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

**Provide innovative concepts, if any, for the State's consideration. Innovative concepts may include new methods, tools, or technology used in performing services that provide value to the State or enhance efficiency of the program. This is an opportunity for the Proposer to demonstrate original or creative ideas.**

### **1.9.7 Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience, tenure 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 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 work on any type of project for the LED account and brief professional background of each. Please note whether the individual is a full-time staff member of the organization or a freelancer/part-time/independent consultant. Please note percentage of time that each key personnel would be on the LED account.  
*NOTE: LED has final approval of all personnel assigned to the LED account.*
4. List of any relevant awards, recognitions and professional memberships.

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurs (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. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor has any common ownership with the Proposer shall not be eligible for Hudson/Veterans points.

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 entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](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.

### **1.9.9 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 C, to propose costs for each Component the Proposer is proposing.**

#### **Cost Provisions Applicable to All Services:**

1. Proposed 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 proposed 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.**

**Component 1: Strategic Development / 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.

**Component 2: Website 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

**Component 3: 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

**Component 4: 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. Account Services: Supports the client by coordinating projects and reporting all activity on the account
- e. 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.

- f. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems
- g. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects

#### **1.10 Certification Statement**

The Proposer must complete and submit an original signature, electronically signed or scanned signature on Attachment A, the Certification Statement.

#### **1.11 Outsourcing of Key Internal Controls**

With specific regard only to Component 2-Website and Digital Communication tools, the Proposer shall provide an exact copy of a current SOC 2, Type II report resulting from the SSAE 18 engagement assessment. As an alternative to a SSAE 18 engagement and resulting SOC 2, Type II report, Proposers shall complete the Office of Technology Services (OTS) Third-Party Information Security Questionnaire located at the following website: [https://www.doa.la.gov/media/ylqaagyx/isp-thirdparty\\_infosecquestionnaire.xlsx](https://www.doa.la.gov/media/ylqaagyx/isp-thirdparty_infosecquestionnaire.xlsx).

Proposers shall also provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], other independent Contractor project or performance review or audit report.

Division of Administration/Office of Technology Services will review and assess the SOC 2, Type II report or Third Party Information Security Questionnaire, as applicable. Additionally, proposers must undergo an approved security assessment performed by the OTS Information Security Team. **Proposals not meeting the information security requirements shall not proceed to evaluation.**

In addition, for the winning Proposer, LED may make a written request for an independent SOC 2, Type II audit no more than once every twelve (12) months. The cost of such audits shall be borne by the Proposer.

#### **1.12 Security Monitoring and Assurances**

The Contractor and its subcontractors and/or vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>. The Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors and/or vendors shall provide the Contract Supervisor and Louisiana's Information Security Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) with notification within forty-eight (48) hours of learning of any Security Event, as defined within the OTS Information Security Policy.

In the event of a Security Event, the Contractor shall consult and cooperate fully with the State regarding the necessary commercially reasonable steps to address the factors giving rise to the Security Event and to address the consequences of such Security Event. Contractor shall also provide assistance performing a risk assessment of any Security Event that occurs, if requested by the State.

Nothing in this RFP or a resulting Contract shall be deemed to affect or limit any rights an individual plan participant may have under any applicable state or federal law concerning privacy rights or the unauthorized access, use, or disclosure of personally-identifiable information or protected health information.

### **1.13 Number of Copies of Proposals**

For electronic proposal submission, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:1.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

For hard copy (printed) proposal submission, the State requests that six (6) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) 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.

### **1.14 Technical and Cost Proposals**

The State requests the following for electronic proposal submittal:

- One (1) technical proposal in PDF and Microsoft Word formats. The file should be named: RFP#, Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file should be named: RFP # Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file should be named: RFP # Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- 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.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

### **1.15 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.

### **1.16 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.

### **1.17 Proposal Clarifications Prior to Submittal**

#### **1.17.1 Pre-proposal Conference**

(NOT REQUIRED FOR THIS SOLICITATION.)



### **1.17.2 Proposer Inquiries**

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

**Christina Ocmand**, RFP Coordinator, Louisiana Economic Development  
E-Mail Address: [Christina.Ocmand@la.gov](mailto:Christina.Ocmand@la.gov)

The State will consider written inquiries and requests via email 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/protal/anonymous?gues\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/protal/anonymous?gues_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>.

### **1.18 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.

#### **1.19 Error and Omission 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.

#### **1.20 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>.

#### **1.21 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 an electronically submitted proposal, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/ce8cbbb043f04713afe97f8fa51d6459>.

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

**1.22 Waiver of Administrative Informalities**

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

**1.23 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.

**1.24 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.

**1.25 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.

**1.26 Taxes**

Contractor shall pay all taxes on the funds received from this Contract under federal tax identification number \_\_\_\_\_.

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 A, 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.

**1.27 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.

### **1.28 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, if requested by the State. 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.

### **1.29 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

### **1.30 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.

### **1.31 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, analysis of the SOC 2, Type II report or the Office of Technology Services (OTS) Third-Party Information Security Questionnaire, review of quality control plan, review of technical requirements, or preparation of cost score data.

### **1.32 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.**

### **1.33 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. 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 E. 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) business days, or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **1.34 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.

### **1.35 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.

### **1.36 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.

#### **1.36.1 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.

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

#### **1.36.3 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.

#### **1.36.4 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.

#### **1.36.5 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 \$1,000,000/3,000,000. 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.

This obligation survives the termination, by expiration or otherwise, of this Contract.

#### **1.36.6 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.

#### **1.36.7 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 this 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.

#### **1.36.8 Deductions and Self-Insured Retentions**

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

#### **1.36.9 Other Insurance Provisions**

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

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

- a. The Using 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 Using Agency.
- b. The Contractor's insurance shall be primary as respects the Using 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 Using Agency shall be excess and non-contributory of the Contractor's insurance.

##### **1.36.11 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 Using Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Using Agency.

##### **1.36.12 All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Using 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 Using Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Using 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 Using 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 Using Agency, its officers, agents, employees and volunteers.

**1.36.13 Acceptability of Insurers**

- a. 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.
- b. 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.

**1.36.14 Verification of Coverage**

- a. 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.
- b. The Certificate Holder shall be listed as follows:  
  
State of Louisiana  
Louisiana Department of Economic Development, Its Officers, Agents, Employees and Volunteers LaSalle Building, 11<sup>th</sup> Floor, 617 N. 3<sup>rd</sup> Street, Baton Rouge, LA. 70802  
Contract No.: \_\_\_\_\_
- c. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Using Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- d. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Using Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

**1.36.15 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 Using Agency reserves the right to request copies of subcontractor's Certificates at any time.

### **1.36.16 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.

### **1.37 Liability and Indemnification**

#### **1.37.1 Contractor Liability**

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

#### **1.37.2 Force Majeure**

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

#### **1.37.3 Indemnification**

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

#### **1.37.4 Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses

(including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade secret, copyright, and patent rights.

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

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

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

### **1.37.5 Limitations of Liability**

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

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

### **1.37.6 Other Remedies**

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

### **1.38 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 2.1 Scope of work, 2.3 Deliverable, 2.4 Technical requirements (as applicable) and 2.5 Project Requirements. 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.

#### **1.38.1 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 D for additional information regarding electronic payment methods and registration.

### **1.39 Termination**

#### **1.39.1 Termination for bad Acts**

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

Contractor under La. R.S. 39:1672; or, (f) any violation by the Contractor of this Contract's Non-Discrimination provision.

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

If the Using Agency determines that the Contractor failed to comply with the terms and/or conditions of this Contract, the Using Agency shall give the Contractor written notice of default specifying the Contractor's failure and whether the failure is correctable.

If the Using Agency determines that the failure is correctable, the Using Agency may give a deadline for the Contractor to make the correction. If the Using Agency provides no deadline, then the Contractor has thirty (30) days from the date of written notice of default to make the correction. If the Using Agency determines that the failure is not corrected by the deadline, then the Using Agency may extend the deadline for the Contractor to make the correction or may notify the Contractor of the effective date of this Contract's termination.

If the Using Agency determines that the failure is not correctable, then this Contract shall terminate on the date set forth in the written notice of default.

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

The Using Agency may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date of this Contract's termination. The Contractor is entitled to payment for work up to the date of termination, to the extent the Using Agency determines that the work was performed satisfactorily.

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

The continuation of this Contract is contingent upon the appropriation of funds by the legislature for the Using Agency's contracts. If the legislature fails to appropriate sufficient monies to provide for the Using Agency's contracts, or if the Using Agency's appropriation is reduced by the veto of the Governor, by the appropriations act, or by Title 39 of the Louisiana Revised Statutes of 1950, and the effect of such reduction is to provide insufficient monies for the Using Agency's contracts, the Using Agency may terminate this Contract on or after the date of such reduction or non-appropriation. The Using Agency has sole discretion for determining whether there are insufficient monies for the Using Agency's contracts.

## **1.40 Assignability**

Contractor shall not assign any interest in this Contract by assignment, including transfer and novation, without prior written consent of the Commissioner of Administration, except for an assignment to a bank, trust company, or other financial institution.

An assignment to a bank, trust company, or other financial institution may be made without prior written consent of the Commissioner of Administration. For any such assignment, the Contractor shall provide notice of the assignment to the Using Agency and the Office of State Procurement within ten calendar days of the assignment.

An assignment shall not diminish the State's rights or the Contractor's responsibilities and obligations under this Contract. 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.

#### **1.41 Right to Audit**

Contractor and any subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Any authorized Using Agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the federal government has the right to inspect and review any books, documents, papers, and records in any form, digital or otherwise, of the Contractor and any subcontractor which are pertinent to the services rendered under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions for a period of five years from the date of final payment under this Contract and any subcontract. The Contractor and any subcontractor shall permit any such authorized Using Agency to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. ("Audit Obligation")

The Contractor shall include this Audit Obligation in its agreements with its subcontractors.

#### **1.42 Non-discrimination**

Contractor shall abide by the requirements of the following, as applicable and as amended: the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; 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; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; Americans with Disabilities Act of 1990; and Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

Contractor shall not discriminate in its employment practices, and shall render services under this Contract without regard to birth, race, color, national origin, culture, genetic information, sex, sexual orientation, gender identity, pregnancy, religion, political ideas and affiliations, veteran status, physical condition, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations shall be grounds for immediate termination of this Contract.

#### **1.43 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.

#### **1.44 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.

#### **1.45 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.

#### **1.46 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.

#### **1.47 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 the Information Technology Procurement code (La. R.S. 39:196-200) and its corresponding rules and regulations; the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations; and executive orders. After exhaustion of administrative remedies, any action with regard to this Contract shall be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.48 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.

#### **1.49 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.

## **1.50 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.

## **1.51 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.

## **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 Website's, including but not limited to the LED main website (<http://www.OpportunityLouisiana.com>), the LED Entertainment website (<https://louisianaentertainment.gov/>), the Louisiana Life Sciences website (<https://www.louisianalifesciences.com>), the Louisiana Rural Evolution website (<https://www.laruralevolution.com>), the Louisiana E-Commerce website (<https://asmallbizonline.com>), the Louisiana Loan Guaranty Program website (<https://www.ledbizloan.com>), the FastStart website (<https://faststart.opportunitylouisiana.com>), the Annual Report website (URL TBD), and any other websites not listed specifically, 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 B.

### **2.1.3 Component 3: Media Buying**

The Contractor selected for Component 3 will be responsible for executing the media advertising plan and corresponding media buys supporting the marketing strategic plan designed to promote a favorable image of Louisiana as a place in which to live, work and do business..

### **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 from LED. **The project plan provided by the Contractor(s) to LED will include timelines, roles, responsibilities, and 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. Manage brand identity systems for associated and sub- brands (e.g. Louisiana Entertainment, FastStart, Small Business, etc.) of LED.
- f. Concept national and international print, digital and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a tactic to LED's current campaign, a re-design of the current tactic 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 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, social media, digital advertising, and other promotional materials and efforts.
- k. Develop, design and conduct special promotions.
- l. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

### **2.2.2 Component 2: 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, timelines, roles, responsibilities, and 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 AWS) 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 General Data Protection Regulation (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 strategy, design, layout, proofing and deployment.
- n. 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.
- o. 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.
- p. Design and build new website(s) including content management system(s).
- q. Design and supervise production of integrated digital communication tools such as mobile apps, tablet apps, social media, e-readers.
- r. Develop social media strategy, concepts and/or designs.
- s. 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/virtual 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 timelines, roles, responsibilities, and 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. Develop and execute 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.
- b. Maintain industry, national and international media lists and tracking services.
- c. Plan and implement national and international media tours / events.
- d. Provide media response process and support.
- e. Develop and pitch stories to the media.
- f. Work with appropriate staff on crisis/emergency management.
- g. Conduct other external communication-related programs and project management services as requested.
- h. Develop, design and conduct special promotions.
- i. 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**

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

#### **2.5 Project Requirements**

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

### 3. EVALUATION

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

All proposals will first be pre-screened by the RFP Coordinator to determine compliance with mandatory requirements as specified in this RFP. Additionally, for Component 2, Division of Administration/Office of Technology Services will review and assess the SOC 2, Type II report or Third Party Information Security Questionnaire, as applicable, and proposers must undergo an approved security assessment performed by the OTS Information Security Team. Proposals not meeting the information security requirements shall not proceed to technical evaluation.

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 proposal will be evaluated including weighted evaluation criteria, by an Evaluation Team to be designated by LED.

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:

<b>Criteria</b>	<b>Maximum Score</b>
Company Background and Experience	13
Approach and Methodology	35
Proposed Staff Qualifications	20
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"><li>• Up to 10 points available for Hudson-certified Proposers;</li><li>• Up to 12 points available for Veteran-certified Proposers;</li><li>• If no Veteran-certifies Proposers, those two points are not awarded.</li></ul> See Section 3.2 for details.	12
Cost	20*
<b>TOTAL SCORE</b>	<b>100</b>

Proposer must receive a minimum score of 34 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.

NOTE: 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 (4) separate proposals specifically tailored for each of the four Components. Each component will be scored separately.

### **3.1 Cost Evaluation**

The Proposer with the lowest rate shall receive 20 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = ((LPC/TCP) \times 20)$$

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

The cost proposal for each component will be evaluated separately.

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



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

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

- i. Subcontractor's name;
- ii. 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 a three -year contract term based on the estimated Contract value. For purposes of the Hudson/Veterans points calculations only, this contract value is established as:
  - a. Component 1: \$2,850,000
  - b. Component 2: \$1,800,000
  - c. Component 3: \$3,750,000
  - d. Component 4: \$2,850,000

Note: These figures are no guarantee of future contract amounts and are provided for purposes of the Hudson Veterans points calculations only.

**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).

## **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 A: 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) business 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.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or  
Authorized Representative: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **ATTACHMENT B: CURRENT TECHNICAL ENVIRONMENT FOR LED WEBSITES**

### Sitefinity 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

### Webflow Managed Website Hosting

AWS Cloud Front and Fastly CDN

SOC2, Type I certified

Automated Security Patching, Backups and Scaling

### 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

Webflow CMS

MailChimp (Dedicated IP for Email)

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

**ATTACHMENT C: COST WORKSHEETS**

Proposer shall use the Cost Work Sheet(s), Attachment C, to propose cost for each Component the Proposer is proposing.

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 designer 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 20% = cost score	<input type="text"/>

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

**PROPOSER NAME:**

**Component 2: Website 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	_____
Production services	_____
Average rate for these services =	_____

Supervisory services:	Hourly rate:
Graphic designer 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 20% = cost score	<input type="text"/>

*\*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 20% = cost score



**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	_____

**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 20% = cost score	<input type="text"/>

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

## ATTACHMENT D: 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.

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

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

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

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

Date: \_\_\_\_\_

**ATTACHMENT E: 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 Contactor

**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

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On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the State of Louisiana, through [*Using Agency Name*] ("Using Agency"), and [*Contractor's name and legal address including zip code*] ("Contractor") do hereby enter into a contract under the following terms and conditions.

**1.0 DEFINITIONS**

"State" shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

"Using Agency" shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

"System" shall mean the complete collection of all technologies, requirements, and other components comprising the whole solution designed and implemented by the Contractor for the State under this Contract.

“State System” shall mean the complete collection of all technologies and other components in use by the State at the time the parties entered into this Contract.

### **TERM OF CONTRACT**

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

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

In consideration of the services required by this Contract, the Using Agency hereby agrees to pay to Contractor a maximum fee of \$ \_\_\_\_\_ 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 deliverables described in the Acceptance of Deliverables section; ; receipt of an invoice; and written approval of LED’s Contract Monitor.

The Using Agency shall make every reasonable effort to make payments within 25 business days of receiving an invoice. Contractor shall comply with the Division of Administration 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 the services in the Description of Services section being performed and/or in advance of deliverables in the Acceptance of Deliverables section being furnished, 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 the Using Agency as specified in this Section and in the following attachments which are made part of this Contract.

- Statement of Work Attachment;
- Configuration Requirements Attachment;

- Contractor Personnel and Other Resources Attachment;
- State-Furnished Resources Attachment; and,
- Service Level Agreement (SLA) Attachment

### **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 Website's, including but not limited to the LED main website (<http://www.OpportunityLouisiana.com>), the LED Entertainment website (<https://louisianaentertainment.gov/>), the Louisiana Life Sciences website (<https://www.louisianalifesciences.com>), the Louisiana Rural Evolution website (<https://www.laruralevolution.com>), the Louisiana E-Commerce website (<https://lasmallbizonline.com>), the Louisiana Loan Guaranty Program website (<https://www.ledbizloan.com>), the FastStart website (<https://faststart.opportunitylouisiana.com>), the Annual Report website (URL TBD), and any other websites not listed specifically, 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 B.

### **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.

### **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.

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

### **QUALITY ASSURANCE REVIEWS**

The State may conduct quality assurance reviews throughout the Project, at its discretion. Contractor shall facilitate the review process by making staff and information available as requested, at no additional cost to the State.

### **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 Using Agency-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.* A rejected deliverable shall be resubmitted within the time period specified in writing by the LED Contractor Monitor. Contractor shall provide written notification to the LED Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The LED Contract Monitor shall review the resubmitted Deliverable within five (5) business days of receipt of the written notification. A resubmitted Deliverable shall be considered accepted unless, within this period, the LED Contract Monitor 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 LED 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.

## WARRANTIES

Contractor shall indemnify the State against any loss or expense arising out of any breach of any specified Warranty.

- A. *Period of Coverage.* The Warranty period for software and System components covered under this Contract shall begin on the date of acceptance or the date of first productive use, whichever occurs later, and shall terminate (**spell-out**) (n) days thereafter.
- B. *Free from Defects.* Contractor warrants that the System developed hereunder shall be free from defects in design and implementation, and shall continue to meet the specifications agreed to in this Contract. Contractor shall, without additional charge to the State, correct any such defects and make such additions, modifications, or adjustments to the System as may be necessary to operate as specified in this Contract.

- C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder shall comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in the *Configuration Requirements Attachment*.
- D. *Software Performance.* Contractor warrants the specific operating performance characteristics of the software developed and/or installed hereunder as stated in the *Service Level Agreement Attachment*.
- E. *Original Development and Incorporating Components.* Contractor warrants that all Work Product generated hereunder is originally developed by Contractor, and is specifically developed for the fulfillment of this Contract.

If the Contractor recommends using or incorporating any components of a system already existing, the Contractor shall first notify the Using Agency. The State may investigate and, after completing its investigation, may object to or approve the proposed component's use or incorporation. If the State objects to the use or incorporation, the Using Agency shall direct the Contractor not to use or incorporate any such components. If the State approves the use or incorporation, then the Contractor may use or incorporate such components at the Contractor's expense only after providing the Using Agency with written consent of use by the party owning the component. The Contractor shall warrant such components as set forth herein (except for originality) and the Contractor shall arrange to transfer ownership or the perpetual license for the use or incorporation of such components to the Using Agency for purposes of this Contract at the Contractor's expense.

- F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder shall be free from any "Self-Help Code" and "Unauthorized Code." "Self-Help Code" means any back door, time bomb, or drop-dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to the State's computer system(s) (e.g. remote access) for purposes of maintenance or technical support, as identified and authorized by the State. "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code." No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

## **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 Using Agency Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. The Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays to the Project Work Plan.

#### **STATE FURNISHED RESOURCES**

The State shall make available to the Contractor those resources described in the *State-Furnished Resources Attachment* for use in the fulfillment of this Contract.

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.

#### **DISPUTE RESOLUTION**

The Contractor shall seek relief under the applicable dispute resolution provisions in La. R.S. 39:1671-1673 for any claim or controversy, including termination, arising under or relating to this Contract.

#### **TERMINATION**

##### **Termination For Bad Acts**

The State has the right to terminate this Contract immediately if the State determines any of the following: (a) misrepresentation by the Contractor; (b) fraud, collusion, conspiracy or other unlawful means by the Contractor in obtaining or performing any contract with the State; (c) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (d) intentional violation by the Contractor of the Louisiana Procurement Code (La. R.S. 39:1551, et seq.) and its corresponding regulations; (e) any listed reason for



debarment of the Contractor under La. R.S. 39:1672; or, (f) any violation by the Contractor of this Contract's Non-Discrimination provision

### **Termination For Cause**

If LED determines that the Contractor failed to comply with the terms and/or conditions of this Contract, LED shall give the Contractor written notice of default specifying the Contractor's failure and whether the failure is correctable.

If LED determines that the failure is correctable, LED may give a deadline for the Contractor to make the correction. If LED provides no deadline, then the Contractor has thirty (30) days from the date of written notice of default to make the correction. If LED determines that the failure is not corrected by the deadline, then LED may extend the deadline for the Contractor to make the correction or may notify the Contractor of the effective date of this Contract's termination.

If LED determines that the failure is not correctable, then this Contract shall terminate on the date set forth in the written notice of default.

### **Termination for Convenience**

LED may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date of this Contract's termination. The Contractor is entitled to payment for work up to the date of termination, to the extent LED determines that the work was performed satisfactorily.

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

The continuation of this Contract is contingent upon the appropriation of funds by the legislature for the Using Agency's contracts. If the legislature fails to appropriate sufficient monies to provide for the Using Agency's contracts, or if the Using Agency's appropriation is reduced by the veto of the Governor, by the appropriations act, or by Title 39 of the Louisiana Revised Statutes of 1950, and the effect of such reduction is to provide insufficient monies for the Using Agency's contracts, the Using Agency may terminate this Contract on or after the date of such reduction or non-appropriation. The Using Agency has sole discretion for determining whether there are insufficient monies for the Using Agency's contracts.

### **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 the Information Technology Procurement code (La. R.S. 39:196-200) and its corresponding rules and regulations; the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations; and executive orders. After exhaustion of administrative remedies, any action with regard to this Contract shall be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **E-VERIFY**

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

### **OWNERSHIP OF WORK PRODUCT**

All software, source code, systems, processes, services, data, records, reports, documents, data files, worksheets, or any other materials obtained, prepared, or developed under this Contract are exclusively-owned

property of the State. In addition, all software and customizations developed under this Contract are exclusively-owned property of the State. Contractor, at its expense, shall deliver this property to the Using Agency at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the Using Agency.

### **DATA/RECORD RETENTION**

Contractor and any subcontractor shall retain all their books, their records, and their other documents in any form, digital or otherwise, relevant to this Contract and the funds expended hereunder for five years after final payment or as required by applicable federal law, whichever is longer. (“Retention Obligation”)

The Contractor shall include this Retention Obligation in its agreements with its subcontractors.

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

[Note: *Print the Data Sanitization – Standards and Requirements document from the below link to create the Data Sanitization Standards and Requirements Attachment.*]

At all times, including when the Contractor implements new hardware as well as at termination or expiration of this Contract and after the State’s data and records have been delivered to the Using Agency, Contractor shall comply with the Louisiana Office of Technology Services Information Security Policy (Information Security Policy) at <https://www.doa.la.gov/doa/ots/about-us/infosec/> and the Data Sanitization Standard at [https://www.doa.la.gov/media/ofemaenv/data\\_sanitization\\_policy.pdf](https://www.doa.la.gov/media/ofemaenv/data_sanitization_policy.pdf), an appendix to the Information Security Policy and attached to this Contract as *Data Sanitization Standards and Requirements Attachment*.

### **RECORD OWNERSHIP**

All data files, documents, records, worksheets, or any other materials delivered or transmitted to Contractor by the State shall remain the property of the State. Contractor, at its expense, shall return this property to the Using Agency at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by LED.

### **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 shall not assign any interest in this Contract by assignment, including transfer and novation, without prior written consent of the Commissioner of Administration, except for an assignment to a bank, trust company, or other financial institution.

An assignment to a bank, trust company, or other financial institution may be made without prior written consent of the Commissioner of Administration. For any such assignment, the Contractor shall provide notice of the assignment to the Using Agency and the Office of State Procurement within ten calendar days of the assignment.

An assignment shall not diminish the State’s rights or the Contractor’s responsibilities and obligations under this Contract. 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.

### **RIGHT TO AUDIT**

Contractor and any subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Any authorized Using Agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the federal government has the right to inspect and review any books, documents, papers, and records in any form, digital or otherwise, of the Contractor and any subcontractor which are pertinent to the services rendered under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions for a period of five years from the date of final payment under this Contract and any subcontract. The Contractor and any subcontractor shall permit any such authorized Using Agency to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. ("Audit Obligation")

The Contractor shall include this Audit Obligation in its agreements with its subcontractors.

## **OUTSOURCING OF KEY INTERNAL CONTROLS**

Contractor shall submit to certain independent audits to ascertain that processes and controls related to the contracted service are operating properly. Independent assurances may be in the form of a Service Organization Control ("SOC") SOC 2, Type II report resulting from an independent annual SSAE 18 engagement of the operations. The SSAE 18 engagement assessment will be performed at least annually by an audit firm that will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures. The audit firm that will conduct the SSAE 18 engagement assessment will submit a final report on controls placed in operation for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls. The Contractor shall supply the State with an exact copy of the SOC 2 report resulting from the SSAE 18 engagement assessment within the specified timeframe. As an alternative to a SSAE 18 engagement and resulting SOC 2, Type II report, Proposers shall complete the Office of Technology Services (OTS) Third-Party Information Security Questionnaire located at the following website: [https://www.doa.la.gov/media/ylqaagyx/isp-thirdparty\\_infosecquestionnaire.xlsx](https://www.doa.la.gov/media/ylqaagyx/isp-thirdparty_infosecquestionnaire.xlsx).

Proposers shall also provide a quality control plan [such as third party Quality Assurance (QA), an Independent Verification and Validation (IV & V)], other independent Contractor project or performance review or audit report.

The cost of such independent assurances will be borne solely by Contractor. Such independent assurances shall be performed at least annually during the term of the Contract. Contractor may review any audit report before delivery to the State and include with the report a supplementary statement containing facts that Contractor considers pertinent to the audit or engagement. Contractor shall implement recommendations as suggested by the program review, audit, and/or SSAE 18 engagement within three (3) months of report issuance and at no cost to the State.

## **SECURITY MONITORING AND ASSURANCES**

The Contractor and its subcontractors and/or vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>. The Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors and/or vendors shall provide the Contract Supervisor and Louisiana's Information Security Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) with notification within forty-eight (48) hours of learning of any Security Event, as defined within the OTS Information Security Policy.

In the event of a Security Event, the Contractor shall consult and cooperate fully with the State regarding the necessary commercially reasonable steps to address the factors giving rise to the Security Event and to address the consequences of such Security Event. Contractor shall also provide assistance performing a risk assessment of any Security Event that occurs, if requested by the State.

Nothing in this RFP or a resulting Contract shall be deemed to affect or limit any rights an individual plan participant may have under any applicable state or federal law concerning privacy rights or the unauthorized access, use, or disclosure of personally-identifiable information or protected health information.

### **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 shall abide by the requirements of the following, as applicable and as amended: the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; 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; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; Americans with Disabilities Act of 1990; and Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

Contractor shall not discriminate in its employment practices, and shall render services under this Contract without regard to birth, race, color, national origin, culture, genetic information, sex, sexual orientation, gender identity, pregnancy, religion, political ideas and affiliations, veteran status, physical condition, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations shall be grounds for immediate 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 disclose 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.

### **PUBLIC RECORDS ACT**

Pursuant to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.), all proceedings, records, contracts, and other public documents relating to this Contract shall be open to public inspection. Contractor is reminded that while trade secrets and other proprietary information submitted to the State may not be subject to public disclosure, protections must be claimed by the Contractor. The Contractor shall clearly designate parts of

materials that contain a trade secret and/or privilege or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure.

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

The State reserves the right to make any submitted documents, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its review and negotiation of Contract terms.

### **PUBLIC RECORD REQUESTS**

The Contractor shall immediately refer any public record request to the Using Agency for response. The Contractor shall take no other action concerning any public record request, unless directed by the Using Agency. The Contractor shall provide any requested assistance and records access.

### **AMENDMENTS**

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

### **PROVISIONS REQUIRED BY LAW**

If through mistake or otherwise, any provision of law or any clause required by law to be inserted in this Contract is not inserted, or is not correctly inserted, the failure to correctly include such provision does not constitute a waiver of that provision and the parties shall amend this Contract to make such insertion or correction upon the request of either party.

### **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 prohibit the use of public funds for the 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.

### **ANTI-KICKBACK CLAUSE**

Contractor and any subcontractor shall not induce, by any means, any person employed in the completion of work to give up any part of the compensation to which the person is otherwise entitled.

The Contractor shall include this Anti-kickback Clause in its agreements with its subcontractors.

### **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.

## **DUTY TO DEFEND**

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

## **LIABILITY AND INDEMNIFICATION**

### **Contractor Liability**

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

### **Force Majeure**

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

### **Indemnification**

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

### **Intellectual Property Indemnification**

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

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

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

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

### **Limitations of Liability**

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

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

### **OTHER REMEDIES**

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

### **REQUIRED INSURANCE**

Contractor shall have all required insurance as specified in the Insurance Requirements for Contractors Attachment. The required insurance shall be effective for the duration of this Contract. The cost of such insurance shall be included in the maximum 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 perform the work under this Contract.

### **SECURITY**

Contractor's personnel shall comply with all security regulations in effect at the State's premises. Contractor's personnel shall also comply with all security regulations in effect for property belonging to the State or to the project that is in the Contractor's custody or control, regardless of location. Contractor is responsible for promptly reporting any breach of security to the Using Agency.

## **NO THIRD PARTY BENEFICIARIES**

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The Using Agency and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract. The services under this Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the Using Agency and the Contractor. This provision does not affect the indemnity and insurance obligations under this Contract.

## **CYBERSECURITY TRAINING**

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

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

## **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.

## **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, including and incorporating the Request for Proposals and the Contractor's proposal (and any amendments to either), constitutes the entire agreement between the parties. All prior negotiations or representations of the parties shall have no force or effect unless expressly stated in this Contract.

This Contract shall be construed to give effect to all provisions contained herein; however, where provisions are in conflict, first priority shall be given to the provisions of this Contract, excluding the Request for Proposals and the Proposal (and any amendments to either); second priority shall be given to the provisions of the Request for



Proposals (and any amendments); and third priority shall be given to the provisions of the Proposal (and any amendments).

### **SEVERABILITY**

In the event of a final judgment determining that any terms of this Contract are illegal or otherwise unenforceable, such term(s) shall be null and void, and shall be deemed severed from this Contract. All other terms of this Contract shall remain in full force and effect. A judgment is considered final when no additional judicial review is available.

### **SURVIVAL**

The following provisions, including the attachments and exhibits referenced in the provisions, shall survive termination of this Contract: Definitions, Dispute Resolution, Governing Law, Ownership of Work Product, Record Ownership, Right to Audit, Data/Record Retention, Sanitization of State Data/Records in Contractor's Custody, Confidentiality, Prohibited Use of Funds, Warranties, Duty to Defend, Contractor Liability, Indemnification, Intellectual Property Indemnification, Limitations of Liability, Other Remedies, Required Insurance, Entire Agreement and Order of Precedence, and Survival.

### **FEDERAL REQUIREMENTS**

#### **CLEAN AIR ACT**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., which prohibits the use of facilities included on the Environmental Protection Using Agency (EPA) list of Violating Facilities for non-exempt Federal contracts, grants or loans. The Contractor shall report each violation to the Using Agency and understands and agrees that the Using Agency will, in turn, report each violation as required to assure notification to the Federal awarding Using Agency, and the appropriate Environmental Protection Using Agency Regional Office. The Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance or federal funds.

#### **FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq. The Contractor shall report each violation to the Using Agency and understands and agrees that the Using Agency will, in turn, report each violation as required to assure notification to the federal awarding Using Agency, and the appropriate Environmental Protection Using Agency Regional Office. The Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance or federal funds.

#### **SUSPENSION AND DEBARMENT**

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By entering into this Contract, the Contractor hereby certifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). This certification is a material representation of fact relied upon by the State. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Using Agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Using Agency.

**NO PERSONAL LIABILITY OF REPRESENTATIVES**

The parties understand and intend that the signatories are executing this Contract on behalf of the State and Contractor, respectively, and not in their individual capacities. Contractor agrees that the officers, agents, servants, employees, and volunteers of the State shall bear no personal liability for the contractual performance of the State. The State agrees that the officers, agents, servants, employees, and volunteers of the Contractor shall bear no personal liability for the contractual performance of the Contractor. Nothing in this Section shall be construed to affect liability which may already exist in law for acts, including but not limited to, discrimination or harassment.

**LEGAL AUTHORITY**

The Contractor guarantees that it possesses the legal authority to enter into this Contract, to receive funds authorized by this Contract, and to perform the services the Contractor is obligated to perform under this Contract.

**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.

**Electronic Transaction; Electronic Signatures**

In accordance with La. R.S. 9:2605 (B) (1) & (2), the Parties hereto agree that this transaction, as well as any amendments to this Contract, may be conducted by electronic means; and electronic signatures of the Parties to this Contract and any amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", La. R.S. 9:2601 through 9:2621.

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.

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **STATEMENT OF WORK ATTACHMENT**

### **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 from LED. The project plan provided by the Contractor(s) to LED will include timelines, roles, responsibilities, and 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. Manage brand identity systems for associated and sub- brands (e.g. Louisiana Entertainment, FastStart, Small Business, etc.) of LED.
- f. Concept national and international print, digital and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a tactic to LED's current campaign, a re-design of the current tactic 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 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, social media, digital advertising, and other promotional materials and efforts.
- k. Develop, design and conduct special promotions.
- l. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

#### **Component 2: 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, timelines, roles, responsibilities, and 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 AWS) 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 strategy, design, layout, proofing and deployment.
  - n. 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.
  - o. 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.
  - p. Design and build new website(s) including content management system(s).
  - q. Design and supervise production of integrated digital communication tools such as mobile apps, tablet apps, social media, e-readers.
  - r. Develop social media strategy, concepts and/or designs.
  - s. 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/virtual 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.

#### **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 timelines, roles, responsibilities, and 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. Develop and execute 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.
- b. Maintain industry, national and international media lists and tracking services.
- c. Plan and implement national and international media tours / events.
- d. Provide media response process and support.
- e. Develop and pitch stories to the media.
- f. Work with appropriate staff on crisis/emergency management.
- g. Conduct other external communication-related programs and project management services as requested.
- h. Develop, design and conduct special promotions.
- i. 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.]

#### **SOFTWARE PERFORMANCE**

The software performance for the products delivered hereunder shall be warranted as described in this Contract, including the *Service Level Agreement Attachment*, and as provided by law.

#### **Performance Measures and Monitoring Plan**

##### **Performances 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 weekly/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 ATTACHMENT**

### **1.0 PROJECT MANAGEMENT**

Contractor shall provide the following project management functions:

- A. *Project Management* - Contractor shall provide day-to-day project management using best management practices for all tasks and activities identified in the *Statement of Work Attachment*.
- B. *Project Work Plan* - Contractor shall develop and maintain a Project Work Plan. The Project Work Plan shall identify: activities/tasks to be performed, project personnel requirements (both Using Agency and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates, and scheduled completion dates for each deliverable. No project payments shall be made before the Using Agency approves the Project Work Plan. Amendments to the Project Work Plan require written concurrence of both parties.
- C. *Project Progress Reports* - Contractor shall submit monthly Project Progress Reports to the Using Agency on or before the 10th day of the following month. Each Project Progress Report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the next reporting period, and issues requiring management attention, particularly those that may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each Project Progress Report shall identify activities by reference to the Project Work Plan and be signed by the Contractor's Project Manager.
- D. *Time Sheets* - Contractor shall submit time sheets for itself and its subcontractor(s) to the Using Agency Project Director with each Project Progress Report. Time sheets shall, at a minimum, identify the name of the individual performing the work, the work performed, and the number of hours worked during the period by the Project Work Plan task.
- E. *Issue Control*. Contractor shall develop and implement, subject to Using Agency approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **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.

### **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:

**CONTRACTOR PERSONNEL**

The following personnel 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

List here 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.

1. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the Using Agency. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. . The Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
2. *Other Resources.* Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number.](#)

## **STATE FURNISHED RESOURCES ATTACHMENT**

### **1.0 USE OF RESOURCES**

The State-furnished resources described below shall be used for the performance of this Contract only.

### **2.0 USING AGENCY PROJECT DIRECTOR**

The Using Agency appoints the following project director to oversee the Contractor's services and to be the principal point of contact between the Using Agency and the Contractor:

Using Agency Project Director Name:

Phone:

Email:

Mailing Address:

The appointment of the Using Agency Project Director does not relieve the Contractor of the Contractor's obligations under this Contract.

### **3.0 TECHNICAL STAFF**

Using Agency shall provide xxx (#) technical employees dedicated at no more than ##% of normal work hours. The Using Agency Project Director shall document in writing the level of effort required and time frames based upon the Project Work Plan. Reasonable access to other technical specialists on a limited basis shall be coordinated through the Using Agency Project Director.

### **4.0 FUNCTIONAL STAFF**

Using Agency shall provide xxx (#) functional employees dedicated at no more than ##% of normal work hours. The Using Agency Project Director shall document in writing the level of effort required and time frames based upon the Project Work Plan. Reasonable access to other functional personnel on a limited basis shall be coordinated through the Using Agency Project Director.

### **5.0 OFFICE FACILITIES**

The State shall provide reasonable office space, clerical support, local telephone service, and limited usage of copiers.

### **6.0 COMPUTER FACILITIES**

The State shall make available use of computer facilities at reasonable times and in reasonable time increments to support System development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed by the Contractor in the Project Work Plan and other appropriate planning documents.

## **INSURANCE REQUIREMENTS FOR CONTRACTORS ATTACHMENT EXHIBIT A**

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 Workers Compensation coverage only.

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.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

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

#### **2. Commercial General Liability**

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

#### **3. Automobile Liability**

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

#### **4. Professional Liability (Errors and Omissions)**

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

#### **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 this 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.

## **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 Using 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 Using Agency.
  - b. The Contractor's insurance shall be primary as respects the Using 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 Using 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 Using Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Using Agency.
3. All Coverages
  - a. All policies must be endorsed to require 30 days written notice of cancellation to the Using 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 Using Agency of policy cancellations or reductions in limits.
  - b. The acceptance of the completed work, payment, failure of the Using Agency to require proof of compliance, or Using 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 Using 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 Using Agency, its officers, agents, employees and volunteers.

## **D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

## **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Using 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 Using 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: LaSalle Bldg., 617 North 3rd Street, 11th Floor, Baton Rouge, LA. 70802  
Project or Contract #: (To Be Obtained).
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Using 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 Using Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

**F. SUBCONTRACTORS**

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 Using 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.

## **SERVICE LEVEL AGREEMENT ATTACHMENT**

[NOTE: Specify here the general levels of response and availability associated with the System; the responsibilities of the Contractor and the State; and, processes for defects and change management tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. Examples are below.]

Contractor shall comply with the following provisions, unless otherwise directed in writing by the Using Agency Project Director.

### **1.0 GENERAL OVERVIEW**

This Section sets forth:

- The general levels of response and availability associated with the System;
- The responsibilities of the Contractor and the State; and,
- Processes for defects and change management.

Definitions:

- “Business Hours” – Monday - Sunday, 6:00 AM CT - 8:00 PM CT.
- “Incident” – An unscheduled event that lead to loss of, or disruption to, an organization's operations, services or functions.
- “Minute” – Any contiguous sixty (60) seconds.
- “Hour” – Any contiguous sixty (60) minutes.
- “Daily” or “Day” – Any contiguous twenty-four (24) hour period.
- “Weekly” – Any contiguous seven (7) day period.
- “Monthly” – Any contiguous thirty (30) day period.
- “Annual” or “Annually” or “Year” – Any contiguous three hundred sixty-five (365) day period.

### **2.0 SERVICE LEVEL AGREEMENTS**

Contractor will not be liable for any failure to meet a Service Level Agreement obligation resulting from events, causes, or responsibilities that are outside of Contractor’s control; namely, the State or third party contractor’s failure to meet the State’s responsibilities under this Contract; any State-managed network, hardware, or software issue; or events of force majeure as described in this Contract.

### **3.0 SYSTEM UPTIME, RESPONSE TIME, AND ACCURACY METRICS**

The following table lists expected System uptime and response time goals. Service levels are measured as defined within each SLA standard, with exceptions outside the performance expectations communicated to the Contractor in the monthly Project Progress Report.



Topic	SLA	Definition	Performance Expectation
<b>System Uptime</b>	The System shall be available 24/7.	<ul style="list-style-type: none"> <li>Users shall be able to access the System twenty-four (24) hours a day, seven (7) days a week, at a monthly uptime of 99.5%, with the exception of planned downtime due to System upgrades or routine maintenance. All planned downtime shall be communicated and agreed to by the Using Agency.</li> <li>The System shall be available to complete interface processing including all related batch jobs and reporting at the designated schedule for each interface.</li> </ul>	<ul style="list-style-type: none"> <li>Planned downtime due to upgrades or routine maintenance shall be communicated to Using Agency Project Manager. Downtime shall not exceed 8 hours per scheduled event during any 24-hour period, unless agreed upon by the State in writing.</li> <li>The System shall have a monthly uptime of 99.5%, 24/7/365, exclusive of planned maintenance downtimes.</li> <li>The 3rd and all subsequent occurrences of unplanned downtime resulting from a systemic issue or the same root cause is an automatic breach of this SLA.</li> </ul>
<b>Response Times</b>	The System shall be scalable and capable of concurrently supporting all workers performing normal business activities as new workers, programs or agencies are added.	The System shall be capable of concurrently supporting all workers performing normal business activities, with the ability to increase the demand on the System to peak load without modification to the software while meeting the set SLA.	<ul style="list-style-type: none"> <li>The System shall be capable of concurrently supporting 400 internal worker users, with a peak of 600.</li> <li>The System shall be capable of concurrently supporting 96,000 external users, with a peak of 100,000.</li> </ul>
<b>Transaction Response Time</b>	The System shall average two (2) second transaction response times with no individual transaction exceeding ten (10) seconds.	The System shall provide the capability for an average two (2) second transaction response time (with no individual transaction exceeding 10 (ten) seconds) consistently for all workers directly interacting with the production environment. Standard System reports are not included as transactions.	<ul style="list-style-type: none"> <li>Transaction response time must average two (2) seconds</li> <li>Individual transactions cannot exceed ten (10) seconds</li> <li>The measurement for response time applies only to real-time transactions, including but not limited to the web portal, web-based applications, standard System reports (except for mutually agreed to exclusions), and other real-time connections, for systems under Contractor's control.</li> <li>Receipt is measured using: (1) the standard Time to First Byte (TTFB) metric; (2) from within the server subnetwork; and, (3) after the data is fully validated and finished posting to the Database.</li> <li>This measurement does not apply to ad hoc queries.</li> </ul>

## 4.0 END-USER SUPPORT METRICS

The following table lists expected user support service levels to be performed to support the System. The State service desk will assign an initial priority for user-reported problems to ensure that the most serious problems are addressed first. The priority information is taken directly from the State standards.

- **Critical Priority:** Multi-component or critical functionality outages. Severe disruption to State business where there is no alternative or workaround. Severe impact to business operations, financial implications, and/or the security posture of the State. The Using Agency determines that the incident requires a 24/7 response.
- **High Priority:** Single component or single severe functionality outages. Significant disruption to State business where there is no alternative or workaround. Significant impact to business operations, financial implications, and/or the security posture of the State. The Using Agency determines that the incident requires a 24/7 response.
- **Medium Priority:** Partial or limited functionality impairment causing an operational impact for the State or delays to State business. Prevents use of a fully supported service by the State or individual. Issue has a possible workaround. The Using Agency determines the response time required for the incident.
- **Low Priority:** Partial or limited functionality impairment causing an operational impact affecting a small number of users with limited to no business implications to the State. The Using Agency determines the response time required for the incident.

Topic	SLA	Definition	Performance Expectation
<b>Critical Priority</b>	The Contractor shall prioritize and resolve Critical Priority issues reported to the help desk in the agreed upon timeframes.	Multi-component or critical functionality outages. Severe disruption to State business where there is no alternative or workaround. Severe impact to business operations, financial implications, and/or the security posture of the State. The Using Agency determines that the incident requires a 24/7 response.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within one (1) hour of a Critical Priority issue being reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor's control do not apply.</li> <li>• 24/7 Response until Incident is downgraded.</li> <li>• Updates to Using Agency: Every hour or as Using Agency requests.</li> </ul>
<b>High Priority</b>	The Contractor shall prioritize and resolve High Priority issues reported to the help desk in the agreed upon timeframes.	Single component or single severe functionality outages. Significant disruption to State business where there is no alternative or workaround. Significant impact to business operations, financial implications, and/or the security posture of the State. The Using Agency determines that the incident requires a 24/7 response.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within twenty-four (24) hours of a High Priority issue being reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor's control do not apply.</li> <li>• Updates to Using Agency: As Using Agency requests.</li> </ul>
<b>Medium Priority</b>	The Contractor shall prioritize and resolve Medium Priority issues reported to the help desk in the agreed upon timeframes.	Partial or limited functionality impairment causing an operational impact for the State or delays to State business. Prevents use of a fully supported service by the State or individual. Issue has a possible workaround. The Using Agency determines the response time required for the incident.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within five (5) business days of a Medium Priority issue being reported to Level-2, Contractor will provide an assessment with a resolution plan. Problems outside of Contractor's control do not apply.</li> <li>• Updates to Using Agency: As Using Agency requests.</li> </ul>
<b>Low Priority</b>	The Contractor shall prioritize and resolve Low Priority issues reported to the help desk in the agreed upon timeframes.	Partial or limited functionality impairment causing an operational impact affecting a small number of users with limited to no business implications to the State. The Using Agency determines the response time required for the incident.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within ten (10) business days of a Low Priority issue being reported to Level-1, Contractor will provide an assessment with a resolution plan. Problems outside of Contractor's control do not apply.</li> <li>• Updates to Using Agency: As Using Agency requests.</li> </ul>

## 5.0 DEFECT SEVERITY

The following are defect severity classifications that will be used to prioritize Contractor's response to such defects. Contractor will work diligently to respond to reported defects. Contractor and the State will establish in writing mutually agreed upon dates for correction of defects.

Severity/Priority	Description	Performance Expectation
<b>Critical</b>	Multi-component or critical functionality outages. Severe disruption to State business where there is no alternative or workaround. Severe impact to business operations, financial implications, and/or the security posture of the State.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within twenty-four (24) hours of a Critical defect being identified, Contractor will initiate short-term and/or long-term activities to remediate the defect (unless otherwise expressly agreed to by the State).</li> </ul>
<b>High</b>	Single component or single severe functionality outages. Significant disruption to State business where there is no alternative or workaround. Significant impact to business operations, financial implications, and/or the security posture of the State.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within two (2) business days of a High defect being identified, Contractor will initiate short-term and/or long-term activities to remediate the defect (unless otherwise expressly agreed to by the State).</li> </ul>
<b>Medium</b>	Partial or limited functionality impairment causing an operational impact for the State or delays to State business. Prevents use of a fully supported service by the State or individual. Issue has a possible workaround.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within five (5) business days of a Medium defect being identified, Contractor will provide a plan for resolution (unless otherwise expressly agreed to by State).</li> <li>• Contractor will remediate the defect within four (4) weeks (unless otherwise expressly agreed to by State).</li> </ul>
<b>Low</b>	Partial or limited functionality impairment causing an operational impact affecting a small number of users with limited or no business implications to the State.	<ul style="list-style-type: none"> <li>• <b>Resolution or plan for resolution:</b> Within thirty (30) calendar days of a Low defect being identified, Contractor will provide a plan for resolution (unless otherwise expressly agreed to by the State).</li> <li>• Contractor will remediate the defect within ninety (90) calendar days (unless otherwise expressly agreed to by the State).</li> </ul>

## CERTIFICATION REGARDING LOBBYING ATTACHMENT

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date