

**REQUESTS FOR PROPOSALS
for
Developing and Executing a
Strategic Marketing and Communication Program
for
Louisiana Economic Development's Opportunity
Campaign**



**RFP #: 250-25-001
RFx #: 3000025630
Proposal Due Date/Time:
November 24, 2025 By 4:30 p.m. CT**

**State of Louisiana
Louisiana Economic Development**

Date of Issuance: Monday, November 10, 2025

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REQUEST FOR PROPOSALS FOR DEVELOPING AND EXECUTING A STRATEGIC MARKETING AND COMMUNICATION PROGRAM FOR LOUISIANA ECONOMIC DEVELOPMENT'S OPPORTUNITY CAMPAIGN

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 Louisiana Economic Development, an Agency of the State of Louisiana, (herein referred to as LED, State, or Agency). The objective of this RFP is to select the proposal that is the 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 creates great risk of injury to 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 who will assist LED in achieving its objectives through the creation and execution of marketing initiatives and communication strategies for its Opportunity Campaign. The work will be divided into three components: 1) Strategic Development and Brand Identity; 2) Media Buying; and 3) Public Relations/External Communications.

The purpose of dividing the work into three (3) Components is to provide a better understanding of functions. It is understood that there will likely be overlap among the tasks that will fall within each Component.

A Proposer must submit a one proposal specifically addressing all three Components.

1.2 Background

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

LED's Marketing and Creative 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 business development inquiries from responsible sources and to create a favorable image of Louisiana as a place in which to live, work and do business.

This proposal is specifically for the Louisiana Opportunity Campaign that must be completed 6/30/2026. The purpose of the initiative is to ***Elevate the perception of Louisiana opportunities to strategic out-of-state audiences and all Louisiana citizens to drive awareness of and pride in the state's positive trajectory and meaningful progress.***

LED will accept proposals from qualified Proposers containing sufficient information for the Agency to determine that satisfactory services will be performed and ensured for the Agency.

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.

The amount allocated to any one Component will be determined during contract negotiations, and the contract will reflect a maximum amount payable. 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 to provide assistance to LED in developing and executing a strategic marketing and communication program for the Opportunity Louisiana Campaign, in order to achieve its objectives.

The Objectives of this RFP are to obtain a Contractor to participate in a working relationship with LED, which will be a firm that will work cooperatively to establish a strategic marketing and communication program for the Opportunity Campaign based on LED's existing [Strategic Plan](#).

1.4 Terms of Contract

The terms of any contract resulting from this RFP shall begin on or about December 15, 2025, and is anticipated to end on August 15, 2026. The State shall have the right to contract for up to thirty-one (31) 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-one (31) 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 extend contract terms beyond the initial 31-month 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

Agency	The term "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 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 three Components for this RFP are 1) Strategic Development and Brand Identity; 2) Media Buying; and 3) 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	Louisiana Economic Development, the agency 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.
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposals
Secretary	The Secretary of Louisiana 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 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 on the LED website, in newspapers and post to LaPac	November 10, 2025
Pre-proposal conference (if applicable)	Not applicable to this RFP

Deadline for receipt of written inquiries	November 14, 2025 by 4:30 p.m. CDT
Deadline to answer written inquiries	November 19, 2025 by 4:30 p.m. CDT
Deadline for receipt of proposals ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	November 24, 2025 by 4:30 p.m. CDT
Presentations & Discussions (if Agency deems it applicable)	TBD
Notice of Intent to award announcement, and 14- day protest period begins, on or about	December 12, 2025
Contract execution, on or about	December 29, 2025

**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. Addenda, if any, will be posted at:
<https://www.opportunitylouisiana.gov/public-information/rfps-rfq>**

It shall be the responsibility of the Proposer to check the LED website for addenda to the RFP. The Agency is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

1.7 Proposal Submittal

The proposal must be received electronically on or before the date and time specified in the Schedule of Events, according to the following instructions.

1.7.1 Electronic Proposal Submission

Electronic submission of the proposal shall be forwarded to LED's RFP Coordinator, via email, before the date and time specified in the Schedule of Events. Emailed submissions, to specified email address, is the only acceptable method of electronic proposal delivery. Fax or other electronic submissions are not acceptable. Proposers are strongly encouraged to email 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 email submissions. The responsibility solely lies with each Proposer to ensure their proposal is successfully forwarded to the specified email prior to or by the deadline for submission. Corrupted files and incomplete submissions will not be considered.

The proposal package must be emailed to:

Christina Ocmand, RFP Coordinator, Louisiana Economic Development E-Mail Address: LEDRFQ-RFP@la.gov

Any expenses incurred for the preparation and submission of proposals is responsibility of the Proposer.

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 and Brand Identity; 2) Media Buying; and 3) Public Relations/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, email address, 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: media buying, tracking and reporting.
 - Component 3: 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 of marketing and communications
- 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: 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 3: 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 and production
- 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, telephone number and email address) 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 to be considered and can meet the June 30, 2026 completion deadline.

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, phone number, email address, 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 meet and/or 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, if any, 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. **A 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.
- c. Samples (up to four) of what the Proposer considers to be its best documents for planning, tracking and reporting on results of integrated marketing.

Component 2: 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 3: 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, email 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 entrepreneurship (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 Louisiana 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, Louisiana Economic Development (LED) 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, 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: IX. Chapters 11 and 13) 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 Louisiana Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: <https://lagoverpvendor.doa.louisiana.gov/iri/portal>

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: 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 3: 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. Content/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
- h. Event Manager: plans and produces events supporting the Opportunity Louisiana campaign.

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 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.

1.12 Number of Copies of Proposals

The State requests that one (1) copy of the entire proposal be submitted electronically, in accordance to "1.7.1. 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:I.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.

1.13 Technical and Cost Proposals

The State requests the following 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 - [ProposerName].

1.14 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.

1.15 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.

1.16 Proposal Clarifications Prior to Submittal

1.16.1 Pre-proposal Conference

(NOT REQUIRED FOR THIS SOLICITATION.)

1.16.2 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: LEDRFQ-RFP@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 responded to by the RFP Coordinator, via email and posted, by the date specified in the Schedule of Events.

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 may register in the LaGov portal. Registration is intuitive at the following link: <https://lagoverpvendor.doa.louisiana.gov/irj/portal>

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://www.opportunitylouisiana.gov/public-information/rfps-rfqs>

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

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 emailed to the RFP Coordinator.

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 provided to LED.

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. 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. 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:V: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 proposal 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; and subcontractor must agree to be bound by those terms. 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 under “3. EVALUATION”, 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 committee, 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 committee may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of 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 Committee 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 Secretary of LED 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 LED.

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

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

1.36.12 All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

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

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 Economic Development, Its Officers, Agents, Employees and Volunteers
100 North Street, 7th Floor, 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 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 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 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, if pre-approved, 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 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 Agency determines that the Contractor failed to comply with the terms and/or conditions of this Contract, the Agency shall give the Contractor written notice of default specifying the Contractor's failure and whether the failure is correctable.

If the Agency determines that the failure is correctable, the Agency may give a deadline for the Contractor to make the correction. If the 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 Agency determines that the failure is not corrected by the deadline, then the 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 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 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 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 Agency's contracts. If the legislature fails to appropriate sufficient monies to provide for the Agency's contracts, or if the 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 Agency's contracts, the Agency may terminate this Contract on or after the date of such reduction or non-appropriation. The Agency has sole discretion for determining whether there are insufficient monies for the 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 Agency 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 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 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, 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.

1.52 Prohibition of Companies that Discriminate against Firearm and Ammunition Industries

In accordance with La. R.S. 38:2216.1, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

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

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

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

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 contract being awarded will be exclusive.

The dollar amount allocated to Contractor will be determined during contract negotiations. However, all payments will be based on actual work performed, in accordance with the process for approval of projects.

Projects 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 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 must be able to coordinate services as requested to support a limited LED internal staff, including strategic planning, 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.

2.1.1 Strategic Development and Implementation of a Louisiana Opportunity Campaign

The Contractor will provide a comprehensive, research-based strategic marketing and communications strategy that redefines what it means to build a future in Louisiana, targeting businesses and high potential talent to relocate and remain in Louisiana. The strategy will strengthen Louisiana's brand and visibility as a premier location for business investment, talent attraction, and quality of life. Responsibilities include brand development, creative conceiving, digital-first campaign design, content production, and collateral. Campaigns should be measurable, data-driven, and optimized across channels.

The program is to align with [LED's Strategic Plan](#) that aims to build the most robust, innovative, and dynamic economy in the Southeast. The plan must support and amplify LED's five pillars of prosperity, its priority industry sectors, and its signature initiatives while positioning Louisiana as a premier destination for business investment, job creation, and talent retention/attraction. The plan will ensure consistent messaging across all communication channels and align local/regional partners with the state's economic development narrative. The plan will include a timeline, budget, KPIs, and evaluation framework of effectiveness.

2.1.2 Media Buying

The Contractor will provide omnichannel media planning, negotiation, placement, optimization, and reporting to support the strategic marketing program. Channels include digital display, paid social, streaming audio/video, programmatic, out-of-home, print, and broadcast. The Contractor must secure competitive rates, apply audience targeting, measure KPIs, and deliver post-buy analytics and make adjustments accordingly to ensure maximum outcomes.

2.1.3 Public Relations/External Communications

The Contractor will manage earned, owned, and shared media programs to elevate Louisiana's reputation and visibility and increase positive perceptions of both in-state and out-of-state target audiences. Responsibilities include proactive media relations, thought leadership development, event promotion, influencer and stakeholder engagement, and

excellent story telling. The Contractor will also monitor media coverage, maintain up-to-date media lists, and provide sentiment and impact reporting.

2.2 Task and Services

The Contractor 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. The Contractor must coordinate services holistically, ensuring brand consistency, efficient project management, transparent reporting, and measurable ROI.

2.2.1 Strategic Development and Implementation

1. Project Services (compensated by project fees)

- a. Maintain all graphic standards and visual identity of LED, Louisiana and supporting brands to maintain consistency in advertising and external communications.
- b. Develop, implement and manage an overall, integrated marketing strategy and plan that supports the Opportunity Louisiana objective in the [Strategic Plan](#).
- c. Produce industry-specific marketing materials that highlight Louisiana's successes and career opportunities in priority sectors (e.g., energy & process industries, logistics, aerospace & defense, agribusiness, professional services, technology, life sciences).
- d. 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 and live.
- e. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.
- f. Concept state, national and international print, digital and/or broadcast ad campaign(s) based on research and analysis.
- g. Perform campaign production services including but not limited to: creative concept, graphic design, copywriting, proofreading, photography, videography, shooting and editing. Services should extend across digital-first channels, including web, social media, podcasts, interactive media, and short-form video.
- h. Design and develop brand identity systems and supporting collateral, both print and digital. Materials may include but are not limited to: digital and print one-pagers, presentation templates, invitations, industry brochures, email and social media graphics, digital ad creative, motion graphics, microsites/landing pages, video explainers, AR/VR assets, and other interactive tools that maintain brand consistency across channels. This includes art and creative direction, graphic design, copywriting, and proofing.
- i. Develop innovative programs and pieces to target business owners, residents, job seekers, expats, upcoming college graduates and target influencers. This may include account-based marketing (ABM) strategies, personalized content, thought leadership platforms, podcasts, influencer partnerships, and targeted digital campaigns.
- j. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, social media, digital advertising, podcasts, video series, webinars, interactive reports, and other promotional or content marketing materials and efforts.
- k. Develop, design and conduct the campaign to integrate across digital, social, earned media, and experiential activations.
- l. Coordinate with LED staff to form an integrated, strategic suite of marketing and communication materials that leverages digital platforms, social channels, and

- marketing automation tools for consistent audience engagement.
- m. Provide creative and technical web design services as needed to support campaign objectives, including landing pages, microsites, or digital assets that align with the campaign's brand, messaging, and user experience goals.
- n. Create a marketing advertising program that supports the Opportunity Louisiana campaign.

2.2.2 Media Buying

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 optimal rates, placements, and value-added opportunities), trafficking, programmatic and automated ad buys, and post-buy analysis. Media targets may include industry, state, national, and international markets across traditional, digital, social, OTT/streaming, podcast, influencer, and experiential channels.
- b. Recommend optimal media channels (TV, radio, print, digital, social, out-of-home, streaming, influencer, etc.)
- c. Identify target audiences through demographic, psychographic, and behavioral analysis.
- d. Research media markets and audience consumption habits.
- e. Compare costs, reach, and effectiveness across platforms.
- f. Forecast campaign performance and ROI.
- g. Purchase ad space/time across traditional and digital platforms.
- h. Negotiate competitive rates, placements, and added-value opportunities (e.g., bonus spots, sponsored content, cross-platform promotions).
- i. Manage programmatic and automated ad buys.
- j. Leverage data-driven targeting, geofencing, and retargeting.
- k. Trafficking and management include placing creative assets across media platforms, ensure accurate targeting and campaign setup and monitor delivery to confirm ads run as contracted.
- l. Optimization by tracking campaign performance in real time. Adjust buys and placements to improve reach, frequency, and efficiency. Test creative variations and refine targeting.
- m. Analytics and reporting include post-buy analysis with impressions, CPM, engagement, and conversions. Benchmark performance against KPIs. Deliver detailed reporting on media effectiveness and ROI monthly, at minimum, and an annual evaluation.
- n. Verify and pay media invoices on behalf of LED, including reconciliation of digital, programmatic, and cross-platform media buys.

2.2.3 Public Relations/External Communications

1. Project Services (compensated by project fees)

- a. Develop and execute a strategic PR and communications strategy with measurable objectives.
- b. Develop brand-aligned key messages, talking points, and storytelling themes tied to LED's five Pillars of Prosperity:
 - Ease of Doing Business
 - High Wage Employment
 - Thriving Regions
 - Asset Industries (Growth & Innovation)
 - Global Impact

- c. Craft tailored messaging for distinct audiences (business executives, site selectors, investors, workforce talent, policymakers, Louisiana residents).
- d. Position Louisiana as a leader in innovation and global competitiveness.
- e. Plan and implement local, national and international media events.
- f. Development and maintenance of targeted media lists (local, national, trade, and industry).
- g. Proactive media pitching and placement that includes a calendar.
- h. Manage content calendars so campaign can be incorporated into LED's website, newsletters, social media, and other digital channels.
- i. Media monitoring and clipping reports.
- j. Ongoing relationship management on LED's behalf with journalists, editors, and influencers.
- k. Write and secure placement for op-eds and bylined articles.
- l. Develop other content for blogs, newsletter, etc. (as needed).
- m. Capture and share Louisiana business success stories, investment announcements, talent wins, and regional growth narratives.
- n. Produce video success stories, testimonials, and spotlight features highlighting company expansions, innovative projects, and workforce partnerships.
- o. Media relations and press coordination for events and announcements including on-site PR management for events such as media check-in and interview facilitation.
- p. Social listening and sentiment analysis.
- q. Development of earned media content for social media amplification.
- r. Develop influencer engagement campaigns.
- s. Monthly PR reports with key performance metrics (placements, reach, sentiment, engagement) measuring campaign effectiveness and impact against LED's KPIs.

2.3 Deliverables

Deliverables include all of the project tasks and services described in this RFP and in the above and foregoing paragraphs. Additionally, the 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, LED and LED IT 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 LED Information Systems 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:

Criteria	Maximum Score
Company Background and Experience	13
Approach and Methodology	35
Proposed Staff Qualifications	20
Louisiana Veteran and/or Hudson Initiative - Up to 10 points available for Hudson-certified Proposers; - Up to 12 points available for Veteran-certified Proposers; - If no Veteran-certifies Proposers, those two points are not awarded. See Section 3.2 for details.	12
Cost	20*
TOTAL SCORE	100

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

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.

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

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 entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship 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: \$1,800,000
 - b. Component 2: \$1,575,000
 - c. Component 3: \$1,125,000

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 Economic Development (LED 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 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: _____

 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. 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: COST WORKSHEETS

Proposer shall use the Cost Work Sheet(s), Attachment B, 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

Cost services	Hourly rate:
Copywriter	_____
Proof Reader	_____
Graphic Designer	_____
Interactive Designer	_____
Production Services	_____
Average rate for these services =	_____

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

Supervisory services	Hourly rate:
Graphic Designer Supervisor	_____
Interactive Designer 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

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

PROPOSER NAME:

Component 2: 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 3: 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	

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

ATTACHMENT C: 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. Contractors will need to register to receive Electronic Funds Transfer (EFT).

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.

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Email address and phone number of authorized individual

Date: _____

ATTACHMENT D: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Louisiana Economic Development (LED)

AND

CONTRACTOR NAME

Click here to enter the Contractor name

CONTRACT NUMBER (IS/S/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

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

On this ____ day of _____, 2025, the State of Louisiana, through [Agency Name] ("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 Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

"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.

"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 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 Agency hereby agrees to pay to Contractor a maximum fee of \$ over multiple years as follows: _____. 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 Agency shall make every reasonable effort to make payments within 30 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 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; and State-Furnished Resources Attachment.

Component 1: Strategic Development and Implementation of a Louisiana Opportunity Campaign

The Contractor will provide a comprehensive, research-based strategic marketing and communications strategy that redefines what it means to build a future in Louisiana, targeting businesses and high potential talent to relocate and remain in Louisiana. The strategy will strengthen Louisiana's brand and visibility as a premier location for business investment, talent attraction, and quality of life. Responsibilities include brand development, creative concepting, digital-first campaign design, content production, and collateral. Campaigns should be measurable, data-driven, and optimized across channels.

The program is to align with [LED's Strategic Plan](#) that aims to build the most robust, innovative, and dynamic economy in the Southeast. The plan must support and amplify LED's five pillars of prosperity, its priority industry sectors, and its signature initiatives while positioning Louisiana as a premier destination for business investment, job creation, and talent retention/attraction. The plan will ensure consistent messaging across all communication channels and align local/regional partners with the state's economic development narrative. The plan will include a timeline, budget, KPIs, and evaluation framework of effectiveness.

Component 2: Media Buying

The Contractor will provide omnichannel media planning, negotiation, placement, optimization, and reporting to support the strategic marketing program. Channels include digital display, paid social, streaming audio/video, programmatic, out-of-home, print, and broadcast. The Contractor must secure competitive rates, apply audience targeting, measure KPIs, and deliver post-buy analytics and make adjustments accordingly to ensure maximum outcomes.

Component 3: Public Relations/External Communications

The Contractor will manage earned, owned, and shared media programs to elevate Louisiana's reputation and visibility and increase positive perceptions of both in-state and out-of-state target audiences. Responsibilities include proactive media relations, thought leadership development, event promotion, influencer and stakeholder engagement, and excellent story telling. The Contractor will also monitor media coverage, maintain up-to-date media lists, and provide sentiment and impact reporting.

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 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. *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 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 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 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 Agency for purposes of this Contract at the Contractor's expense.

BUDGET/TERMS OF PAYMENT

In consideration of the services described above, the State and/or Agency hereby agrees to pay the Contractor a maximum fee of \$_____.

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:

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 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.

CONTRACT MONITOR

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) 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 this contract. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION

Termination For Cause

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 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.

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 Agency's contracts. If the legislature fails to appropriate sufficient monies to provide for the Agency's contracts, or if the 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 Agency's contracts, the Agency may terminate this Contract on or after the date of such reduction or non-appropriation. The Agency has sole discretion for determining whether there are insufficient monies for the 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.

In the event the Contractor defaults on this Agreement, breaches the terms of this Agreement, ceases to do business or ceases to do business in Louisiana during the term of this Agreement, this Agreement shall be terminated for cause, and within thirty (30) days of such termination the Contractor shall repay to the State the amount of all funds disbursed to the Contractor under this Agreement for all services or activities not yet performed or completed or not satisfactorily performed or completed.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, and its corresponding rules and regulations; the Louisiana Economic Development Procurement Code; 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.

All Parties hereto hereby expressly consent and submit themselves to the exclusive jurisdiction and venue of said Court, and to the Louisiana appellate Court having jurisdiction over such trial Court, in the event of any legal proceedings in connection with this Agreement; and hereby waive any and all objections based on lack of personal jurisdiction, improper venue and inconvenient forum.

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 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 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 three 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.

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 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 Agency 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 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 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.

Contractor 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 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 Agency for response. The Contractor shall take no other action concerning any public record request, unless directed by the 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.

PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

In accordance with La. R.S. 38:2216.1, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

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

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

2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

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.

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 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 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 Agency and the Contractor. This provision does not affect the indemnity and insurance obligations

under 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.

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.

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 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 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. The project fee needs to be inclusive of all associated costs for any campaign/task i.e., promotional items, collateral, branded materials, etc. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. Project Services (compensated by project fees)

- o. Maintain all graphic standards and visual identity of LED, Louisiana and supporting brands to maintain consistency in advertising and external communications.
- p. Develop, implement and manage an overall, integrated marketing strategy and plan that supports the Opportunity Louisiana objective in the [Strategic Plan](#).
- q. Produce industry-specific marketing materials that highlight Louisiana's successes and career opportunities in priority sectors (e.g., energy & process industries, logistics, aerospace & defense, agribusiness, professional services, technology, life sciences).
- r. 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 and live.
- s. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.
- t. Concept state, national and international print, digital and/or broadcast ad campaign(s) based on research and analysis.
- u. Perform campaign production services including but not limited to: creative concept, graphic design, copywriting, proofreading, photography, videography, shooting and editing. Services should extend across digital-first channels, including web, social media, podcasts, interactive media, and short-form video.
- v. Design and develop brand identity systems and supporting collateral, both print and digital. Materials may include but are not limited to: digital and print one-pagers, presentation templates, invitations, industry brochures, email and social media graphics, digital ad creative, motion graphics, microsites/landing pages, video explainers, AR/VR assets, and other interactive tools that maintain brand consistency across channels. This includes art and creative direction, graphic design, copywriting, and proofing.
- w. Develop innovative programs and pieces to target business owners, residents, job seekers, expats, upcoming college graduates and target influencers. This may include account-based marketing (ABM) strategies, personalized content, thought leadership platforms, podcasts, influencer partnerships, and targeted digital campaigns.
- x. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, social media, digital advertising, podcasts, video series, webinars, interactive reports, and other promotional or content marketing materials and efforts.
- y. Develop, design and conduct the campaign to integrate across digital, social, earned media, and experiential activations.
- z. Coordinate with LED staff to form an integrated, strategic suite of marketing and communication materials that leverages digital platforms, social channels, and marketing automation tools for consistent audience engagement.
- aa. Provide creative and technical web design services as needed to support campaign objectives, including landing pages, microsites, or digital assets that align with the campaign's brand, messaging, and
- bb. Create a marketing advertising program that supports the Opportunity Louisiana campaign.

Component 2: Media Buying

The Contractor, or Contractors, selected for Component 2 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 optimal rates, placements, and value-added opportunities**), trafficking, programmatic and automated ad buys, and post-buy analysis. Media targets may include industry, state, national, and international markets **across traditional, digital, social, OTT/streaming, podcast, influencer, and experiential channels**.
- b. Recommend optimal media channels (TV, radio, print, digital, social, out-of-home, streaming, influencer, etc.)
- c. Identify target audiences through demographic, psychographic, and behavioral analysis.
- d. Research media markets and audience consumption habits.
- e. Compare costs, reach, and effectiveness across platforms.
- f. Forecast campaign performance and ROI.
- g. Purchase ad space/time across traditional and digital platforms.
- h. Negotiate competitive rates, placements, and added-value opportunities (e.g., bonus spots, sponsored content, cross-platform promotions).
- i. Manage programmatic and automated ad buys.
- j. Leverage data-driven targeting, geofencing, and retargeting.
- k. **Trafficking and management include placing** creative assets across media platforms, ensure accurate targeting and campaign setup and monitor delivery to confirm ads run as contracted.
- l. **Optimization** by tracking campaign performance in real time. Adjust buys and placements to improve reach, frequency, and efficiency. Test creative variations and refine targeting.
- m. **Analytics and reporting include** post-buy analysis with impressions, CPM, engagement, and conversions. Benchmark performance against KPIs. Deliver detailed reporting on media effectiveness and ROI monthly, at minimum, and an annual evaluation.
- n. Verify and pay media invoices on behalf of LED, including reconciliation of digital, programmatic, and cross-platform media buys.

Component 3: 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. The project fee needs to be inclusive of all associated costs i.e., events are inclusive of production, insurance, entertainment, rentals, catering, furniture/displays, etc.

1. Project Services (compensated by project fees)

- a. Develop and execute a strategic PR and communications strategy with measurable objectives.
- b. Develop brand-aligned key messages, talking points, and storytelling themes tied to LED's five Pillars of Prosperity:
 - Ease of Doing Business
 - High Wage Employment
 - Thriving Regions
 - Asset Industries (Growth & Innovation)
 - Global Impact
- c. Craft tailored messaging for distinct audiences (business executives, site selectors, investors, workforce talent, policymakers, Louisiana residents).
- d. Position Louisiana as a leader in innovation and global competitiveness.
- e. Plan and implement local, national and international media events.

- f. Development and maintenance of targeted media lists (local, national, trade, and industry).
- g. Proactive media pitching and placement that includes a calendar.
- h. Manage content calendars so campaign can be incorporated into LED's website, newsletters, social media, and other digital channels.
- i. Media monitoring and clipping reports.
- j. Ongoing relationship management on LED's behalf with journalists, editors, and influencers.
- k. Write and secure placement for op-eds and bylined articles.
- l. Develop other content for blogs, newsletter, etc. (as needed).
- m. Capture and share Louisiana business success stories, investment announcements, talent wins, and regional growth narratives.
- n. Produce video success stories, testimonials, and spotlight features highlighting company expansions, innovative projects, and workforce partnerships.
- o. Media relations and press coordination for events and announcements including on-site PR management for events such as media check-in and interview facilitation.
- p. Social listening and sentiment analysis.
- q. Development of earned media content for social media amplification.
- r. Develop influencer engagement campaigns.
- s. Monthly PR reports with key performance metrics (placements, reach, sentiment, engagement) measuring campaign effectiveness and impact against LED's KPIs.

Project Services (compensated by project fees)

Deliverables

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

Schedule Requirements

Support/response time – With regard to Component 2, provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.]

Performance Measures and Monitoring Plan

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#250-25-001 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 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 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 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 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 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:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
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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 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.](#)

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

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
3. All Coverages
 - a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
 - b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
 - c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
 - d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

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

2. The Certificate Holder Shall be listed as follows:
State of Louisiana
Louisiana Economic Development, Its Officers, Agents, Employees and Volunteers Address: 100
North Street, 7th 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 Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

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 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 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