

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT**

**REQUEST FOR PROPOSALS
FOR**

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

RFP #: 252-14-068

DATE: APRIL 11, 2014

PROPOSAL SUBMISSION DEADLINE:

MAY 15, 2014, 4:30 P.M. CDT

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1 GENERAL INFORMATION

1.1 Purpose

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

1.2 Background

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

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

LED will entertain Proposals from marketing, communication and branding agencies, and consortia organized for the purpose of submitting a Proposal for the LED marketing and communications account.

1.3 Scope of Services

The scope of services and deliverables that LED requires of the Contractor(s) are detailed below.

Through this RFP, LED seeks to identify a single Contractor or multiple Contractors who will assist LED in achieving its objectives through the creation and execution of marketing initiatives and communication strategies. The work will be divided into four components: 1) Strategic Development/Brand Identity 2) Website and Digital Communication Tools 3) External Communication 4) Media Buying. The purpose of dividing the work into components is to provide LED greater access to the most creative, innovative and efficient Proposers. It is understood that there will be overlap among tasks that will fall within each component.

The components allow Proposers the flexibility to submit a Proposal in response to a single component or to submit individual Proposals for each component for which they wish to be considered. A Proposer must submit separate Proposals for each component for which it seeks to be considered.

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

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

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

The Contractor(s) must be able to coordinate services as requested to support a limited LED internal staff, including account management, project management, production management and supervision, as

applicable. This includes the development of timelines and schedules, participation in marketing meetings, reporting on account activities, accounting and billing. It is expected that if multiple Contractors are selected that they will work seamlessly with other Contractors selected for other components of the RFP.

1.4 Components

Component 1: Strategic Development / Brand Identity

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

The Contractor, or Contractors, selected for Component 1 will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. Project Services (compensated by project fees)

- a. Maintain all graphic standards and visual identity of LED to maintain consistency in advertising and external communications. This includes the maintenance and upkeep of comprehensive brand and writing standards manual(s).
- b. Analyze the marketing and advertising needs of LED. Develop and manage an overall, integrated marketing strategy and plan.
- c. Place and coordinate tracking research to evaluate Louisiana's success in changing perceptions and raising awareness about the State as a place to do business.
- d. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.
- e. Design and develop new logos and brand identity systems for associated and sub-brands of LED.
- f. Concept national and international print, online and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a new print testimonial to LED's current campaign, a re-design of the current online execution or an entirely new campaign or campaigns.
- g. Perform campaign production services including but not limited to: creative concept, graphic design, photography, proofreading, copywriting, shooting and editing.
- h. Produce a high-quality, quarterly magazine (Louisiana Economic Quarterly) about Louisiana's strategic advantages and successes. Attend editorial board meetings and perform production services including copywriting, comprehensive proofing, graphic design and layout, identification and acquisition of images and photography.
- i. Design and develop identity materials and routine collateral including letterhead, business cards, pocket folders, one-pagers, PPT templates, invitations, programs, industry brochures, brand signage and other standard materials. This includes art and creative direction, graphic design, copywriting, proofing as well as edits to and re-sizing of approved advertising concepts to meet paid media specifications.
- j. Develop innovative direct mail programs and pieces to target c-level executives and/or site selectors and target influencers.
- k. Develop strategic approach to select trade show opportunities including fulfillment of sponsor benefits, booth and/or collateral design.

- l. Develop strategic approach to select event opportunities including conferences, site visits and receptions.
- m. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, vehicle wraps, and other promotional materials and efforts.
- n. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communications materials.

2. Full-Time Services (hourly rate x 40 hours)

- a. One graphic artist will be assigned to work on-site at the LED offices, on a full-time basis during LED office hours.

Component 2: Website(s) and Digital Communication Tools

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

The Contractor or Contractors selected for Component 2 will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. Project Services: (compensated by project fees)

- a. Analyze LED's website needs, including front-end and back-end support and integration, content management and future site upgrades and enhancements (includes mobile optimized site), portals, databases and web applications.
- b. Maintain and supervise Search Engine Optimization best practices and standards.
- c. Maintain current, robust Content Management System or recommend equivalent system with similar capabilities to ensure site monitoring/updating, exporting data and CMS navigation is easy to perform by LED staff.
- d. Execute and supervise maintenance of a content management plan.
- e. Make routine design and copy changes to LED's website(s), including uploading new images, documents and photos.
- f. Implement turnover plan with current Contractor regarding web hosting service (Rackspace) and/or port entire website (and all ancillary websites) from current web hosting service to Contractor's web hosting service, if Contractor recommends new hosting service, which must be approved by LED; quality assurance testing, problem resolution if discovered and launch.
- g. Provide LED monthly web statistics and archive all reports and statistics for future diachronic analysis and trend analysis.
- h. Analyze current web hosting service to ensure Tier 3 compliance and/or recommend appropriate and cost effective professional Tier 3 web hosting options addressing: scalability, peak traffic, stability, uptime, facility reputation, years in business, number of clients, backup power and data circuits, fire suppression technology, physical security, on-line security, backup and recovery options, business continuity planning and time to recover from complete server destruction.
- i. Provide web hosting data center's Service Level Agreement.

- j. Supervise and manage production of email marketing program of up to 20 email designs per month including design, layout, proofing and deployment. Each of the 20 emails may be sent to multiple lists.
- k. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials.
- l. Adhere to code and style standards:
 - i. Ensure code and style elements added to website are W3C compliant for cross browser compatibility with Internet Explorer v. 7-8, Firefox v. 3.5-4.0, Chrome v. 8-10, v. Opera 10-11 and Safari. Provide access to spiders that index and inform search engines like Google and Yahoo;
 - ii. Coding to standards that include HTML version 4.01 Strict and XHTML 1.0 Strict or Transitional. Adhering to Cascading Style Sheet (CSS) standards that include CSS1, CSS2 and CSS3;
 - iii. Ensure code and style compliance with mobile version of browsers, such as Android Mobile OS, Blackberry, Apple iPhone Safari Opera, Apple iPad and Microsoft CE or other current mobile versions.
- m. Prepare and execute significant website facelift plan or new development based on research and analysis to address evolving site technology, navigation and usability and propose corrective action.
- n. Design and build new website(s) including content management system(s).
- o. Design and supervise production of integrated digital communication tools such as mobile apps, tablet apps, social media, e-readers.
- p. Develop social media strategy, concepts and/or designs.
- q. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials.

2. Full-Time Services (hourly rate x 40 hours)

- a. One web maintenance specialist will be assigned to work on-site at the LED offices, on a full-time basis during LED office hours, to perform components of the services described in this agreement.

Technical Services and Requirements for Component 2 Services

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

The Contractor must also:

- a. Provide and maintain all current business requirements documentation.
- b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software.
- c. Maintain LED department and technical standards in all work performed for the State.
- d. Provide training (in-person training if requested) to appropriate LED staff for maintenance and content management functions.
- e. Produce and maintain written manual with directions for performing basic and regular maintenance items on website and digital communication tools.

- f. Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools during the Contract period. Response time for support shall be one hour or less during normal business hours, or outside of normal business hours within one hour the next business day Monday-Thursday and within eight hours Friday-Sunday.

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

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

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

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

Component 3: External Communication

The Contractor, or Contractors, selected for Component 3 will be responsible for the development and execution of a strategic national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

The Contractor, or Contractors, selected for Component 3 will be required to perform some or all of the services listed below. Projects will be executed under the contract by a task order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

Project Services (compensated by project fees)

- a. Maintain industry, national and international media lists and tracking services.
- b. Plan and implement national and international media tours / events.
- c. Develop and pitch stories to the media.
- d. Develop, design and conduct special promotions.
- e. Coordinate and direct logistics of special events and conferences.
- f. Work with appropriate staff on crisis/emergency management.
- g. Conduct other external communication-related programs and project management services as requested.
- h. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials.

Component 4: Media Buying

The Contractor, or Contractors, selected for Component 4 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.

Project Services (compensated by project fees)

- a. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include industry, national and international markets.
- b. Provide demographic and media information standard to the industry.
- c. Duplicate, traffic and track all media and make adjustments to the buy/plan as necessary.
- d. Verify and pay media invoices on behalf of LED.
- e. Coordinate with other Contractors as required.

1.5 Cost Provisions Applicable to All Services

1. Contractor rates will be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. (No Contractor charges above the hourly rate will be accepted.)
2. External costs will be reimbursable only when included in a Project Plan and approved by LED, and are included in the maximum amount payable under the contract. Reimbursable external costs may include: third-party contract services, acquisition of specialized equipment or supplies deemed necessary solely for the LED account, travel expenses, 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 will be reimbursed in accordance with State travel regulations as set forth in Louisiana Division of Administration Policy and Procedure Memorandum 49. Travel expenses to and from LED (in Baton Rouge) are not reimbursable.

1.6 Term of Contract

LED has the right to contract for up to three years. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2014 and continue through June 30, 2015, with a provision for a renewal at LED's option for an additional two-year term, or for one to two additional one-year terms.

2 RFP ADMINISTRATIVE INFORMATION

2.1 RFP Coordinator

The RFP Coordinator and the address to which all inquiries, requests and Proposals must be submitted are:

Lori Melancon
Senior Director, Marketing & Communications
Louisiana Economic Development

Mailing: P. O. Box 94185
Baton Rouge, LA. 70804-94185

Delivery: 1051 North Third Street
Capitol Annex Building
Room 229, 2nd Floor
Baton Rouge, LA 70802

E-mail c/o: Chris.Stewart@la.gov

2.2 Pre-Proposal Conference

Not applicable for this solicitation.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator, by mail, delivery or email.

LED will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 4:30 p.m. CDT on the date specified in the Schedule of Events. LED reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by May 2, 2014 on <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and OpportunityLouisiana.com/RFP.

Only the RFP Coordinator has the authority to officially respond to Proposer's questions on behalf of LED. Any communications from any other individuals are not binding on LED.

2.4 Definitions

- Contract Monitor – 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 Contract Monitor for the contract, to act as LED's representative and liaison between LED and the other parties, and to monitor the achievement of the goals and objectives of the contract.
- Contract – A written agreement between LED and a Contractor, executed in accordance with State law, for the provision of services as described in this RFP.
- Contractor – A firm or individual who is awarded a contract pursuant to this RFP.
- LED – The Louisiana Department of Economic Development.
- Media Commission – Defined as the percentage of the total gross charges (inclusive of discounts) levied by media for advertising placed by the agency.
- RFP – Request for Proposal.
- Performance Measures – Means the achievement of the goals and objectives of the agreement.
- Project Plan – A response to a Task Order issued by LED.
- Proposal – A response to this RFP.
- Proposal Submission Deadline – The date and time by which Proposals must be received by LED, as set forth in Section 6.1 and the Schedule of Events in Section 2.5.
- Proposer – A firm, consortium or individual who submits a proposal in response to this RFP.
- Secretary – The Secretary of Louisiana Economic Development.
- Shall, Must or Will – Denotes mandatory language; a requirement that must be met without alteration.
- Should, Can or May – Denotes desirable, non-mandatory language.
- State – The State of Louisiana.
- Task Order – A request made by LED for a specific project.

2.5 Schedule of Events

| <u>Event</u> | <u>Date</u> |
|---|--------------------|
| Advertise RFP and list on LaPAC | April 13-14 |
| Deadline for receipt of written inquiries | April 25 |
| Issue responses to written inquiries | May 2 |
| Proposal Submission Deadline | May 15 |
| Finalists Presentation (if applicable) | June 10 |
| Announce award of contractor selection | June 11 |
| Contract execution | July 1 |

LED reserves the right to change the schedule of events, as it deems necessary.

2.6 RFP Addenda

LED 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 <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://www.OpportunityLouisiana.com/RFP>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

2.7 Waiver of Administrative Informalities

LED reserves the right, at its sole discretion, to waive administrative informalities contained in any Proposal.

2.8 Contract Award and Execution

LED reserves the right to contract for all or a partial list of services offered in the Proposal.

The RFP and Proposal of the selected Proposer(s) shall become part of any contract executed pursuant to this RFP.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment C. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer must submit with its Proposal any exceptions or contract deviations (including exact language proposed) that it wishes to negotiate. Negotiations may begin with the announcement of the Intent to Award.

If the contract negotiation period exceeds 15 days or if the selected Proposer fails to sign the final contract within 5 business days of delivery for execution, LED may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

2.9 Proposal Rejection / RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by LED to award a contract. LED reserves the right to reject all Proposals submitted and cancel this RFP if LED determines that to be in its best interest.

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers (through its own staff or through specified arrangements with third-party Contractors) must be capable of meeting all of the following minimum requirements for each Component for which it wishes to be considered.

Component 1: Strategic Development / Brand Identity

- a. Strategic planning

- b. Creative development
- c. Project management
- d. Account service and management
- e. Copywriting and Proofing
- f. Accounting
- g. Office/staffing - Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner.

Component 2: Website and Digital Communication Tools

- a. Strategic planning
- b. Creative development
- c. Website development and management
- d. Digital communication tools development and management
- e. SEO planning and management
- f. Consumer research/testing
- g. Project management
- h. Account service and management
- i. Copywriting and Proofing
- j. Accounting
- k. Office/staffing – Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner.
- l. Support/response time - Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools. Response time for support shall be one hour or less during normal business hours, or outside of normal business hours within one hour the next business day Monday-Thursday and within eight hours Friday-Sunday.

Component 3: External Communication

- a. Public relations planning and management
- b. Special event coordination
- c. Project management
- d. Account service and management
- e. Copywriting and Proofing
- f. Accounting

Component 4: Media Buying

- a. Target analysis
- b. Media buying
- c. Media tracking
- d. Accounting

3.2 Subcontracting/Collaboration Information

LED will execute a contract with one or more Contractors, each of whom shall be responsible for the entire performance required under its contract. A Contractor may utilize subcontractors as provided for in its contract with LED, or as part of an LED-approved Project Plan.

If the Proposer intends to subcontract for portions of the work, and to have such subcontractors evaluated as part of the Proposal, the Proposer must submit for each such entity the same information required for the Proposer (as relevant to the subcontractor's role), and written agreements to enter into such subcontracts, designating specific tasks to be performed by the subcontractor.

If the Proposer seeks to collaborate with other business entities or individuals in submitting a Proposal, and to have such entities evaluated as part of the Proposal, the Proposer must submit for each such entity the same information required for the Proposer (as relevant to the collaborator's role), and written agreements describe the collaboration, including the nature of the relationship (e.g., contractor/subcontractor, partnership, joint venture, consortium) and an explanation of the division of duties, billing and payment arrangements, lines of communication and account management. LED will require the appointment of a single point of contact for any such collaboration. A Contractor may collaborate as provided for in its contract with LED, or as part of an LED-approved Project Plan.

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

3.3 Veteran and Hudson Initiatives

This procurement has been designated as suitable for Louisiana certified small entrepreneurships participation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Qualifying small entrepreneurships are businesses that have been certified by LED as meeting the requirements of:

- the Louisiana Initiative for Veteran and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (the Veteran Initiative), La.R.S.39:2171 et seq. (available at <http://www.legis.State.la.us/lss/lss.asp?doc=671504>), or
- the Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative), La.R.S.39:2001 et seq. (available at <http://www.legis.State.la.us/lss/lss.asp?doc=96265>).

Rules for the Veteran and Hudson Initiatives are available at <http://www.doa.louisiana.gov/osp/se/se.htm>.

Eligible Proposers are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp. Proposers are also encouraged to use certified Veteran and Hudson Initiative small entrepreneurships where subcontracting opportunities exist.

A current list of certified small entrepreneurships is available from LED at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of certified small entrepreneurships that have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchen.asp> (select "Smalle").

An allowance of ten percent of the total possible score will be awarded to Proposers who are themselves a certified small entrepreneurship or who have made a good faith effort to use one or more certified small entrepreneurships as subcontractors.

To demonstrate a good faith subcontracting effort Proposers must provide documentation (letters, email, fax transmittals, phone logs) of efforts to seek out and inform certified small entrepreneurships of potential subcontracting opportunities. Copies of notification to at least three certified small entrepreneurships, made at least five working days prior to the Proposal Submission Deadline, will satisfy notification requirements. Notification must include the scope of work, information about required qualifications and specifications, any bonding and insurance requirements, and the name of a contact person for the Proposer sending the notification.

Proposers that plan to use certified small entrepreneurships as subcontractors should include in their Proposal the names of the proposed subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

If the successful Proposer(s) does not in fact utilize the proposed certified small entrepreneurship(s) as subcontractor(s), the Proposer will be required to provide LED with written justification of such omission. Failure to justify the omission may result in termination of the contract.

3.4 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: 136. LED must find that the selected Proposer:

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

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

3.5 Right to Prohibit Award

In accordance with La.R.S. 39:2182, LED is authorized to reject a Proposal or bid from, or not award the 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 bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.6 Code of Ethics

Each Proposer is responsible for determining that it may enter into a contract with LED and perform services thereunder without violation of the Louisiana Code of Ethics (La.R.S.42:1101 et seq.; available at <http://www.ethics.state.la.us/Pub/Laws/Title42Ch15.pdf>). Advisory opinions may be obtained from the Louisiana Board of Ethics; however, seeking such an opinion shall not delay this RFP procedure or the execution of a resulting contract.

3.7 Proprietary Information

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

3.8 Errors and Omissions in Proposal

LED will not be liable for any errors in Proposals. LED reserves the sole right to make corrections due to errors identified in Proposals by LED or the Proposer. LED has the right to request clarification or additional information from the Proposers.

3.9 Cost of Preparing Proposals

LED 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 are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by LED.

3.10 Withdrawal of Proposal

A Proposer may withdraw a Proposal that has been submitted, by written request signed by the authorized representative of the Proposer, delivered to the RFP Coordinator prior to the Proposal Submission Deadline.

3.11 Ownership of Proposal

All materials submitted in response to this request shall become the property of LED. Selection or rejection of a Proposal does not affect this right.

4 PROPOSAL INSTRUCTIONS

4.1 Proposal Submission

Persons interested in providing services requested under this RFP must submit a Proposal containing the information specified in Section 5.

The Proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the Proposal Submission Deadline. Fax or e-mail submissions are not acceptable. Proposers mailing their Proposals should allow sufficient mail delivery time to ensure receipt of their Proposal by the time specified. The Proposal package must be delivered to the RFP Coordinator at the Proposer's expense. It is solely the responsibility of each Proposer to ensure that their Proposal is delivered to the specified address prior to the deadline for submission. Proposals received after the deadline will not be considered.

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

4.2 Proposal Format

Proposers should respond to this RFP with a Proposal as outlined in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas. No pricing or cost information should be included in response to this RFP other than in a separate Cost Proposal submitted as required in Section 5.8.

5 PROPOSAL CONTENT

The following items should be submitted for each individual Component, meaning Proposer will provide each item (executive summary, corporate background experience, etc.) for each Component the Proposer is bidding on. Different items required for each Component are noted in their respective section. If the Proposer is a consortium, comparable information should be provided for each consortium member.

ITEMS MARKED WITH “*” ARE MANDATORY AND MUST BE INCLUDED IN THE PROPOSAL. (“*” BEFORE A HEADING MEANS THAT ALL ITEMS BELOW THE HEADING ARE MANDATORY.)

A SIGNED ORIGINAL AND FIVE COPIES OF ALL WRITTEN MATERIAL ARE REQUIRED.

5.1 Cover Letter

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

5.2 Background Information

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 (300 words or less) of company and company philosophy or mission
3. * Stipulation that the Proposal is valid for a time period of at least 90 days after the Proposal Submission Deadline

5.3 Client and Billings Information

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

5.4 Capabilities Information

1. * Description of experience working on projects similar in scope and function to the proposed contract.
2. * Description of Proposer's in-house capabilities/facilities (as applicable):
 - a. Component 1: production of copy, finished art, graphics, etc.; providing copywriting and proofing services for all marketing pieces
 - b. Component 2: production and development of websites, apps, e-marketing, etc.; providing back-end and front-end support for all interactive environments and digital communication tools, including design and analytics

- c. Component 3: production of copy, PR plans, etc.; providing coordination and on-site support for special events, as well as clipping services and news media tracking services
 - d. Component 4: media buying, tracking and reporting
3. Description (200 words or less) of Proposer's strongest area of expertise
 4. Description (200 words or less) of Proposer's least successful service
 5. * Statement addressing Proposer's ability to meet LED's requirements and timeframes

5.5 Personnel and Achievements

1. * Description of corporate structure and organization, including organization chart.
2. * Names and titles of Proposer's personnel by function (creative, account service, management, production, media, accounting, administration, etc.).
3. * Names and titles of key personnel to be assigned to the LED account and brief professional background of each.
NOTE: LED has final approval of all personnel assigned to the LED account.
4. List of any relevant awards, recognitions and professional memberships.

5.6 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.

5.7 Component-specific Items:

Component 1: Strategic Development / Brand Identity

- a. * Samples (up to four) of what the Proposer considers to be its best integrated promotion or advertising campaign (Ads must have actually run; publication name and run date required; promotion must have been implemented). Maximum 1 paragraph objective or description required; maximum 1 paragraph description of results and metrics used to track success of campaign required.
- b. * Diverse samples (up to four) of writing produced by the copywriter(s) who would be assigned to the LED account.
- c. * Certification that Proposer has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner, and will provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request.

Component 2: Interactive and Digital Communication Tools

- a. * Samples (up to four) of what the Proposer considers to be its best website design, website copywriting and/or electronic marketing work. Maximum one paragraph objective or description required. Maximum one paragraph description of metrics used to track success required.
- b. * Samples (up to four) of what the Proposer considers to be its best digital communication tool design or support (e.g., mobile app, tablet app, social media account, Blog, e-newsletter, e-blast). Maximum one paragraph objective or description required; maximum one paragraph description of metrics used to track success required.
- d. * Certification that Proposer has or will establish an office based in Louisiana for the entire term of the contract, or that it can provide equivalent services in a different described manner,

and will provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request.

- c. * Certification that Proposer will provide 24-hour 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, with a response time of one hour or less during normal business hours, or outside of normal business hours within one hour the next business day Monday-Thursday and within eight hours Friday-Sunday.

Component 3: External Communication

- a. * Samples (up to four) of what the Proposer considers to be its best national/international public relations campaign. Campaigns must have been completed prior to submission of the Proposal; distribution vehicle and date information required; maximum 1 paragraph objective or description required; maximum 1 paragraph description of campaign results and metrics used to track success of campaign required.
- b. * Diverse samples (up to three) of writing produced by the team who would be assigned to the LED account.

Component 4: Media Buying

- a. * Samples (up to four) of what the Proposer considers to be its best integrated advertising buy (Ads must have actually run; publication name and run date required). Maximum 1 paragraph objective or description required; maximum 1 paragraph description of results and metrics used to track success of campaign required.

5.8 Cost Information and Cost Proposal

Component 1: Strategic Direction / Brand Identity

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

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

- a. Copywriter: Drafts headlines, blurbs, advertising copy, articles, technical copy, etc.
- b. Proofreader: Carefully reads content and detects any errors in spelling, punctuation, grammar or layout (such as headlines, paragraphs, colors, placement, type, etc.)
- c. Graphic Designer: Develops, implements and coordinates a wide variety of graphic artwork for public information and promotional materials
- d. Graphic Design Supervisor: Coordinates, directs and evaluates graphic design personnel to ensure production and presentation support brand direction; Understands graphic composition and presentation
- e. Interactive Designer: Creates overall look and feel of interactive communication products using text, data, graphics, sound, animation and other digital/visual effects
- f. Interactive Design Supervisor: Manages and supervises interactive communication projects in compliance with plans and strategy briefs
- g. Account Services: Establishes proactive relationships with clients by coordinating projects, establishing budgets and handling day-to-day management of accounts
- h. Account Manager: Handles all major decisions related to a specific client; Responsibilities include locating and negotiating to acquire new clients and working closely with clients to create plans, strategies, 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: Interactive and Digital Communication Tools

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

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

- a. Copywriter: Drafts headlines, blurbs, advertising copy, articles, technical copy, etc.
- b. Proofreader: Carefully reads content and detects any errors in spelling, punctuation, grammar or layout (such as headlines, paragraphs, colors, placement, type, etc.)
- c. Graphic Designer: Develops, implements and coordinates a wide variety of graphic artwork for public information and promotional materials
- d. Graphic Design Supervisor: Coordinates, directs and evaluates graphic design personnel to ensure production and presentation support brand direction; Understands graphic composition and presentation
- e. Interactive Designer: Creates overall look and feel of interactive communication products using text, data, graphics, sound, animation and other digital/visual effects
- f. Interactive Developer: Develops and implements code for interactive media; Uses multiple computer platforms and collaborates with design teams to maintain website and media presentation
- g. Interactive Design Supervisor: Manages and supervises interactive communication projects in compliance with plans and strategy briefs
- h. Account Services: Establishes proactive relationships with clients by coordinating projects, establishing budgets and handling day-to-day management of accounts
- i. Account Manager: Handles all major decisions related to a specific client; Responsibilities include locating and negotiating to acquire new clients and working closely with clients to create plans, strategies, etc.
- j. Project Manager and Traffic: Plans, estimates and works with LED to ensure tasks are assigned and complete
- k. Production Services: Manages and supervises general bids and estimates, press checks, production management, etc
- l. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems
- m. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects

Component 3: External Communication

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

Hourly rates listed in response to the above may be decreased in any contract entered into

as a result of this RFP, including the original contract and renewals, but cannot be increased.

- a. External Communication Services (Includes PR planning, research writing, editing, pitching, event coordination, etc.)
- b. Administrative Services (Includes non-supervisory services, such as clerical, client administrative, delivery/runs, etc.).

Component 4: Media Buying

*** Proposer's media commission rate.**

5.9 * Compliance with Minimum Qualifications and Proposed Contract Terms

If the Proposer cannot comply with any of the proposed contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment C, Sample Contract, and submit whatever exceptions or exact contract modifications that the proposing firm may seek. While final wording will be resolved during contract negotiations, the intent of the original wording of the attached Sample Contract provisions will not be substantially altered.

5.10 * Certification Statement

The Proposer must complete, sign and submit the Certification Statement shown in ATTACHMENT A.

6 EVALUATION AND SELECTION

6.1 Proposal Submission Deadline

Proposals must be received by 4:30 PM CDT, at the office of LED, Capitol Annex Building, 1051 North Third Street, Baton Rouge, LA 70802-5239, 2nd Floor, Room 229. No Proposals will be accepted after that time and date.

6.2 Administrative Screening

All Proposals will first be reviewed by LED administrative and legal staff to determine compliance with mandatory requirements as specified in the RFP. Proposals that are not in compliance will be eliminated from further consideration.

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.

6.3 Evaluation Committee

The evaluation of Proposals will be accomplished by an evaluation committee to be designated by LED, which will determine the Proposal(s) most advantageous to LED, taking into consideration the evaluation factors set forth in the RFP.

6.4 First Evaluation/Scoring

Based upon review of the Proposal, the Evaluation Committee will make an affirmative determination of responsibility as to each Proposer, in accordance with Section 3.2. Any Proposer not determined to be responsible shall be eliminated from further consideration.

The Evaluation Committee will evaluate each Proposal, by Component, considering the following criteria, and reach a single consensus evaluation score for each Proposal. Ten percent of the maximum evaluation score shall be added for Proposers complying with Veterans and Hudson Initiative requirements (as outlined in Section 3.3).

| Criteria | Maximum Points |
|--|------------------------------------|
| a. Creativity, innovation and quality of work (based on samples submitted) | 20 |
| b. Strategic approach and effectiveness (based on information submitted) | 20 |
| c. Technical experience and efficiency; quality of key personnel and resources | 20 |
| d. Cost | <u>10</u> |
| | Maximum Evaluation Score 70 |
| e. Veterans/Hudson points, if applicable | <u>7</u> |
| | Maximum Total Score 77 |

Based upon the total score, the Evaluation Committee will determine which Proposals are reasonably susceptible of being selected for the award of contract (the competitive range).

6.5 Oral Presentations; Second Evaluation/Scoring

LED may require each Proposer within the competitive range to provide an oral presentation of how it proposes to meet LED's program objectives. Any commitments made by the Proposer at the oral presentation will be considered binding. During oral presentation, the Evaluation Committee will review with the Proposer information received by LED from references or other sources (including LED Contract Monitors regarding prior work for LED) that may be utilized in evaluation, and will afford the Proposer an opportunity for response. The Evaluation Committee reserves the right to modify its determination of responsibility as to any Proposer, in accordance with Section 3.4, based upon additional information considered and discussed with the Proposer during oral presentations.

Following oral presentations, the Evaluation Committee will again evaluate each Proposal by Component, considering the written Proposal as submitted, the oral presentation, and any additional information received by LED from references or other sources and discussed with the Proposer, considering the following criteria, and reach a single consensus evaluation score for each Proposal. Ten percent of the maximum evaluation score shall be added for Proposers complying with Veterans and Hudson Initiative requirements (as outlined in Section 3.3).

| Criteria | Maximum Score |
|--|------------------------------------|
| a. Creativity, innovation and quality of work (based on samples submitted) | 20 |
| b. Strategic approach and effectiveness (based on information submitted) | 20 |
| c. Technical experience and efficiency; quality of key personnel and resources | 20 |
| d. Cost | <u>10</u> |
| | Maximum Evaluation Score 70 |
| e. Veterans/Hudson points, if applicable | <u>7</u> |
| | Maximum Total Score 77 |

6.6 Cost Score

The cost score shall be calculated and provided to the Evaluation Committee by LED administrative staff, in accordance with the Cost Worksheets attached hereto as Attachment D.

6.7 Evaluation Report

Considering the strengths and weaknesses of each Proposal, as reflected in the total scores (from the second evaluation of any Proposer making an oral presentation, otherwise from the first evaluation), the Evaluation Committee will develop an Evaluation Report to the Secretary of LED, making

recommendations for award(s) for each Component, with a summary of the committee's reasons (including evaluation methodology, final scores, and comments upon the strengths and weaknesses of each Proposal).

6.8 Intent to Award

For each Component, the Secretary of LED shall determine in writing the Proposal(s) he deems to be the most advantageous to the State, considering the evaluation criteria and cost. LED will proceed to negotiate contract terms with the selected Proposer(s).

All Proposers will be notified in writing of the intent to award the contract(s) to the successful Proposers.

6.9 Public Records Requests

All Proposals (except information appropriately designated as confidential in accordance with La.R.S. 44.1 et seq.), final scores of each Proposal evaluated, the Evaluation Report and the Secretary's selection determination shall be made available, upon written request to the RFP Coordinator, to all interested parties after the "Notice of Intent to Award" letter has been issued.

6.10 Debriefing

By written request to the RFP Coordinator within 14 days after the "Notice of Intent to Award" letter has been issued, any Proposer may request a debriefing. Debriefings will be conducted by telephone. Debriefings are not opportunities to reopen selection decisions; they are intended to acquaint the Proposer with perceived strengths and weaknesses of its Proposal. Debriefings will not disclose the identity of the Proposal evaluators nor provide Proposal scores, rankings in the competition, or the content of, or comparisons with other Proposals.

6.11 Protest

Any Proposer aggrieved by the intended award has the right to submit a protest in writing to the Secretary of LED within 14 days after the "Notice of Intent to Award" letter has been issued.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor must have a current certificate of authority pursuant to La.R.S. 12:301-302 from the Louisiana Secretary of State.

If the Contractor is a privately-held corporation, the Contractor must file a disclosure of ownership form with the Louisiana Secretary of State as required by La. R.S.12:25(E).

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer.

7.3 Confidentiality

Confidential information may be disclosed to the Contractor by LED (directly or through third-party partners) as necessary for the provision of contract services, and confidential information may become available to the Contractor in providing contract services. Maintaining confidentiality is of critical importance to LED and its client companies, and any breach of confidentiality may endanger the State's interests. All information disclosed to or accessed by the Contractor shall be presumed confidential, to the extent not already known to the general public or in Contractor's possession from other sources, and shall not be disclosed to any person or in any manner without the consent of LED. The Contractor shall agree to maintain such information as confidential, and to exercise reasonable care to protect it from unauthorized use or disclosure. Confidential information may be disclosed to employees, contractors, consultants and other agents of the parties necessarily required to have access to the information to further the purposes for which the information was disclosed, under circumstances providing reasonable

assurance that confidentiality will be maintained, provided that each such person is notified of the obligations contained herein with respect to confidentiality, directed to exercise a level of care sufficient to preserve the confidential nature of the information, and agrees to keep the information confidential.

Under no circumstance shall the Proposer or the Contractor discuss or release information or any press release to the media concerning its contract services to LED or any LED projects, without first obtaining written approval from 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 permission from LED's Contract Monitor. 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.

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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. Identify the contact name and fill in the information below: (Print Clearly)

Date: _____

Official Contact Name: _____

Email Address _____

Phone Number: _____

ATTACHMENT I: _____

 Us Mail Address _____

Proposer certifies that the above information is true and grants 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 certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory Contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days Proposal Submission Deadline;
5. Proposer understands that if selected as the successful Proposer, he/she will have 15 days from the date of delivery of the contract in which to complete contract negotiations, if any, and 5 business days from the delivery date of the final contract to execute the final contract document.
6. Proposer certifies, 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 OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed at www.epls.gov .)

| | | | | | |
|---|--|--------|--|------|------|
| Typed or Printed Name: | | | | | |
| Title: | | | | | |
| Company Name: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| | | | | | |
| SIGNATURE of Proposer's Authorized Representative | | | | | DATE |

ATTACHMENT B: Current Technical Environment for OpportunityLouisiana.com

Website Hosting

Rackspace

Operating System: Windows 2008 R2

Web Server: Internet Information Systems (IIS) 7.5

Database: Mysql 5.6

Framework: ColdFusion 10

Tier 3 Data Center facility requirements: multiple power and cooling pads, 99.982% uptime, annual IT down time is 1.6 hours, delivery path between server and internet of 1, redundant components; power, cooling and hardware redundancy.

Website Applications

Search Tool – Google Site Search

Sharing & Bookmarking – AddThis

Google Maps

YouTube Hosted Player

Content Management System & Email Deployment System

Customized Administrative Tool for Website (Cicero Content Management System)

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

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ATTACHMENT C: SAMPLE CONTRACT

CONSULTING SERVICES AGREEMENT

between

**STATE OF LOUISIANA,
DEPARTMENT OF ECONOMIC DEVELOPMENT**

and

(Name of Contractor) .

Be It Known, that this Agreement shall be effective as of the 1st day of **July, 2014**, by and between the **Louisiana Department of Economic Development**, Capitol Annex Building, 1051 North 3rd Street, P. O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as the "**Department**", "**LED**" or "**State**"), and **(Name of Contractor)**, (*Address, City, State, Zip*) (hereinafter sometimes referred to as "**Agent**" or as "**Contractor**"), who have entered into this Consulting Services Agreement (sometimes herein called "agreement" or "contract") under the following terms and conditions.

I. Introduction

In order to serve the public for the purposes hereinafter declared, the Louisiana Department of Economic Development and *(Name of Contractor)*, have entered into this Consulting Services Agreement. This contract shall be non-exclusive, and LED reserves the right to otherwise provide or contract for any of the described services through some other source.

The Louisiana Department of Economic Development, also known as Louisiana Economic Development (LED), is responsible for promoting Louisiana as a location for retaining, expanding and launching domestic and international business operations. LED's Marketing and Communication Division oversees and manages all facets of the LED brand, while also building awareness of the state's economic development opportunities and achievements through targeted visual and written communication. LED's specific purpose for engaging in these communication and marketing activities is to generate legitimate inquiries from responsible sources and to create a favorable image of the state as a place in which to live, work and do business.

The State of Louisiana and the LED have embarked upon a strategic plan for Economic Development to serve as a guide to lead the State's transition into a new economy. In support of the goals of this plan, the Contractor proposes to undertake the programs and projects as described under Section III, "Scope of Services" below to provide necessary marketing and communication services. The State is seeking assistance in the delivery of its economic development message, including its investments in strategic planning and direction, graphic design and production, message development, visual identity and consistency, paid and earned media, web site development, marketing collateral, project management, consumer research and other promotional, marketing and advertising-related services; and the Contractor is willing to assist the State in these endeavors. All of these activities will help the State in seeking out opportunities for the creation of economic growth in Louisiana, will help in the creation of new companies or the retention of existing businesses for our State, will help to create new jobs or to retain existing jobs for the citizens of Louisiana, and will assist LED in becoming a more consistent, responsive and focused economic development organization.

This project and this agreement each have a public purpose and they are in the public interest of the State of Louisiana and its citizens.

II. Goals and Objectives

The **Goals** of this contract are for the 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. All of this will help the State in seeking out opportunities for the creation of economic growth in Louisiana, will help in the creation of new companies or the retention of existing businesses for our State, will help to create new jobs or to retain existing jobs for the citizens of Louisiana, and will assist LED in becoming a more consistent, responsive, and focused economic development organization.

The **Objectives** of this contract are to create a working relationship with LED and a firm that will work with LED and 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 work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message; all in order to accomplish the Goals as mentioned in the above and foregoing paragraphs.

III. Scope of Services

In connection with the achievement of the Goals and Objectives of this agreement, the Contractor agrees to work with LED under the supervision of a member of the LED staff to provide the needed services described herein. Services shall be requested by LED on an as-needed basis through a Task Order. After receiving the Task Order for services, the Contractor shall then submit a Project Plan including a plan for execution of the task, proposed staffing, estimated costs (inclusive of Contractor costs and external costs) and other pertinent details. Services are not compensable unless first approved by LED. LED may issue standing Task Orders or approvals for repetitious or standard tasks. Contractor shall furnish the following services or Components, as follows:

(The RFP provides for Services to be divided into four Components; in the event the Contractor is awarded the contract for Component One, the following section will be a part of the contract)

Component 1: Strategic Development / Brand Identity

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

The Contractor, or Contractors, selected for Component 1 will be required to perform some or all of the services listed below. Projects will be executed under the contract by a task order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. Services (compensated by project fees)

Projects will be executed under the contract by a task order from LED. The project plan provided by the Contractor to LED will include timeline for completion, proposed staffing with hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

- a. Maintain all graphic standards and visual identity of LED to maintain consistency in advertising and external communications. This includes the maintenance and upkeep of a comprehensive brand and writing standards manual.
- b. Analyze the marketing and advertising needs of LED. Develop and manage an overall, integrated marketing strategy and plan.
- c. Place and coordinate tracking research to evaluate Louisiana's success in changing perceptions and raising awareness about the state as a place to do business.
- d. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.

- e. Design and develop new logos and brand identity systems for associated and sub-brands of LED.
- f. Concept national and international print, online and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a new print testimonial to LED's current campaign, a re-design of the current online execution or an entirely new campaign or campaigns.
- g. Perform campaign production services including but not limited to: creative concept, graphic design, photography, proofreading, copywriting, shooting and editing.
- h. Produce a high-quality, quarterly magazine (Louisiana Economic Quarterly) about Louisiana's strategic advantages and successes. Attend editorial board meetings and perform production services including copywriting, comprehensive proofing, graphic design and layout, identification and acquisition of images and photography.
- i. Design and develop identity materials and routine collateral including letterhead, business cards, pocket folders, one-pagers, PPT templates, invitations, programs, industry brochures, brand signage and other standard materials. This includes art and creative direction, graphic design, copywriting, proofing as well as edits to and re-sizing of approved advertising concepts to meet paid media specifications.
- j. Develop innovative direct mail programs and pieces to target c-level executives and/or site selectors and target influencers.
- k. Develop strategic approach to select trade show opportunities including fulfillment of sponsor benefits, booth and/or collateral design.
- l. Develop strategic approach to select event opportunities including conferences, site visits and receptions.
- m. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, vehicle wraps, and other promotional materials and efforts.
- n. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials.

2. Full-Time Services

- a. One graphic artist will be assigned to work on-site at the LED offices, on a full-time basis during LED office hours.

(The RFP provides for Services to be divided into four Components; in the event the Contractor is awarded the contract for Component Two, the following section will be a part of the contract)

Component 2: Website(s) and Digital Communication Tools

The Contractor, or Contractors, selected for Component 2 will be the lead agency for the enhancement, development, design, integration and support for LED's existing website (<http://www.OpportunityLouisiana.com> or www.LouisianaEconomicDevelopment.com), including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media).

The Contractor, or Contractors, selected for Component 2 will be required to perform some or all of the services listed below. Projects will be executed under the contract by a task order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

2. Services: (compensated by project fees)

- a. Analyze LED's website needs, including front-end and back-end support and integration, content management and future site upgrades and enhancements (includes mobile optimized site), portals, databases and web applications.
- b. Maintain and supervise Search Engine Optimization best practices and standards.

- c. Maintain current, robust Content Management System or recommend equivalent system with similar capabilities to ensure site monitoring/updating, exporting data and CMS navigation is easy to perform by LED staff.
- d. Execute and supervise maintenance of a content management plan.
- e. Make routine design and copy changes to LED's website(s), including uploading new images, documents and photos.
- f. Implement turnover plan with current Contractor regarding web hosting service (Rackspace) and/or port entire website (and all ancillary websites) from current web hosting service to Contractor's web hosting service, if Contractor recommends new hosting service, which must be approved by LED; quality assurance testing, problem resolution if discovered and launch.
- g. Provide LED monthly web statistics and archive all reports and statistics for future diachronic analysis and trend analysis.
- h. Analyze current web hosting service to ensure Tier 3 compliance and/or recommend appropriate and cost effective professional Tier 3 web hosting options addressing: scalability, peak traffic, stability, uptime, facility reputation, years in business, number of clients, backup power and data circuits, fire suppression technology, physical security, on-line security, backup and recovery options, business continuity planning and time to recover from complete server destruction.
- i. Provide web hosting data center's Service Level Agreement.
- j. Supervise and manage production of email marketing program of up to 20 email designs per month including design, layout, proofing and deployment. Each of the 20 emails may be sent to multiple lists.
- k. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials.
- l. Adhere to code and style standards:
 - i. Ensure code and style elements added to website are W3C compliant for cross browser compatibility with Internet Explorer v. 7-8, Firefox v. 3.5-4.0, Chrome v. 8-10, v. Opera 10-11 and Safari. Provide access to spiders that index and inform search engines like Google and Yahoo;
 - ii. Coding to standards that include HTML version 4.01 Strict and XHTML 1.0 Strict or Transitional. Adhering to Cascading Style Sheet (CSS) standards that include CSS1, CSS2 and CSS3;
 - iii. Ensure code and style compliance with mobile version of browsers, such as Android Mobile OS, Blackberry, Apple iPhone Safari Opera, Apple iPad and Microsoft CE or other current mobile versions.
- m. Prepare and execute significant website facelift plan or new development based on research and analysis to address evolving site technology, navigation and usability and propose corrective action.
- n. Design and build new website(s) including content management system(s).
- o. Design and supervise production of integrated digital communication tools such as mobile apps, tablet apps, social media, e-readers.
- p. Develop social media strategy, concepts and/or designs.
- q. Coordinate with Contractors selected for other components to form an integrated, strategic suite of marketing and communication materials.

2. Full-Time Services

- b. One web maintenance specialist will be assigned to work on-site at the LED offices, on a full-time basis during LED office hours, to perform components of the services described in this agreement.

Technical Services and Requirements for Component 2 Services

Any enhancement, development, design, integration and support, should include, but not be limited to, providing well-tested, production-ready and working digital communication tools and interactive

environment, including LED's website, related portals, content management tools, applications and databases.

The Contractor must also:

- g. Provide and maintain all current business requirements documentation.
- h. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software.
- i. Maintain LED department and technical standards in all work performed for the State.
- j. Provide training (in-person training if requested) to appropriate LED staff for maintenance and content management functions.
- k. Produce and maintain written manual with directions for performing basic and regular maintenance items on website and digital communication tools.
- l. 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, seven days a week during the Contract period. Response time for support shall be one hour or less during normal business hours, or within one hour the next business day Monday-Thursday or within 8 hours Friday-Sunday. NOTE: The website is currently housed on an off-site, secure server maintained by current Contractor for LED.

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

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

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

Service Level Agreement Criteria

Louisiana Economic Development requires high standards of performance from a Tier 3 data center. OpportunityLouisiana.com (also known as www.LouisianaEconomicDevelopment.com) must:

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

Schedule of Service Credits

- 1) Service credits for network, infrastructure, hardware service failure include a 5% credit of the monthly fee for each 30 minutes of downtime capped at 100% of monthly hosting fee.
- 2) Service credits for failure to meet load parameters of 200 new connections per minute that exceed two (2) instances per month or that exceed 1 hour in duration during any single event shall include a 5% credit of the monthly fee per instance capped at 100% of the monthly fee.
- 3) Penalty to State for exceeding load (>200 transactions per minute) once or multiple times over a day (24 hours) 5% increase per day.
- 4). Server response times that dip below the 98%/sec threshold for longer than 5 minutes per incident or occur more than 5 times per month shall be penalized by a 5% credit of the monthly fee per incident capped at 100% of the monthly fee.
- 5) Service credits for circuit speed reductions to below 5 mbps up/down related to routing, load balancing, or network management that exceed 5 minutes in duration or occur over 5 times a month, regardless of duration, shall be penalized by a 5% credit of the monthly fee per incident capped at 100% of the monthly fee.
- 6) Service credits waived for scheduled maintenance up to two (2) hours per month provided contractor and Louisiana Economic Development are notified no fewer than 3 days (72 hrs) prior to beginning of maintenance.
 - a. Up to 30 minutes of the two (2) hours may be anticipated emergency maintenance scheduled on short notice within 24 hours of the beginning of the maintenance period.
 - b. Up to 15 minutes of maintenance may be unanticipated emergency maintenance that may be required without prior notification of contractor and the Louisiana Economic Development.

(The RFP provides for Services to be divided into four Components; in the event the Contractor is awarded the contract for Component Three, the following section will be a part of the contract)

Component 3: External Communication

The Contractor, or Contractors, selected for Component 3 will be responsible for the development and execution of a strategic national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

The Contractor, or Contractors, selected for Component 3 will be required to perform some or all of the services listed below. Projects will be executed under the contract by a task order from LED. The project plan provided by the Contractor to LED will include hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. Services (compensated by project fees)

- a. Maintain industry, national and international media lists and tracking services.
- b. Plan and implement national and international media tours / events.
- c. Develop and pitch stories to the media.
- d. Develop, design and conduct special promotions.
- e. Coordinate and direct logistics of special events and conferences.
- f. Work with appropriate staff on crisis/emergency management.
- g. Conduct other external communication-related programs and project management services as requested.

(The RFP provides for Services to be divided into four Components; in the event the Contractor is awarded the contract for Component Four, the following section will be a part of the contract)

Component 4: Media Buying

The Contractor, or Contractors, selected for Component 4 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.

- a. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include industry, national and international markets.
- b. Provide demographic and media information standard to the industry.
- c. Duplicate, traffic and track all media and make adjustments to the buy/plan as necessary.
- d. Verify and pay media invoices on behalf of LED.

Cost Provisions Applicable to All Services

1. Contractor's monthly fees and hourly rates will be inclusive of all work performed for "B" services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. (No Contractor charges above the hourly rate will be accepted.)
2. External costs are included in the maximum amount payable under the contract, and will be reimbursable only when included in a Project Plan and approved by LED. Reimbursable external costs may include: third-party contract services, acquisition of specialized equipment or supplies deemed necessary solely for LED account, travel expenses, 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 will be reimbursed in accordance with State travel regulations as set forth in Louisiana Division of Administration Policy and Procedure Memorandum 49. Note: Travel expenses to and from LED (in Baton Rouge) are not reimbursable.

Veteran-owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

If Contractor was awarded additional points in the award of this contract for Veteran or Hudson Initiative compliance based upon a good faith effort to utilize one or more certified small entrepreneurships as subcontractors, the Contractor shall report to LED the identities of certified small entrepreneurships participating as subcontractors and the dollar amount paid to each. If such Contractor does not in fact utilize certified small entrepreneurship(s) as subcontractor(s), the Contractor will be required to provide LED with written justification of such omission. Failure to justify the omission may result in termination of the contract, at LED's sole discretion.

Substitution of Key Personnel

The Contractor's personnel assigned to this contract may not be replaced without the written consent of LED. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered by the Contractor. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors (excluding assignment to any other project outside this contract) outside of the Contractor's reasonable control, 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 to this project the personnel listed in the Contractor's proposal.

Subcontractors

The Contractor may, with prior written permission from LED as provided hereinafter, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations under this contract. However, in no event shall the existence of a subcontract operate to release or reduce the responsibility or liability of the Contractor to LED for any breach in the performance of Contractor's duties. The Contractor will be the single point of contact for all subcontractor work under this contract.

IV. Deliverables

The Contractor shall provide to LED: (1) the services contracted for under this agreement, including copies of all materials, items, or documents prepared or obtained by the Contractor pursuant to this contract, and all copy, artwork, layouts, designs, photographs, plates negatives, Proposals, computer disks, graphics, DVDs and other such materials etc., prepared, generated or obtained in connection with the services provided pursuant to this agreement; (2) Invoices requesting payments due hereunder, including a summary description or brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this agreement during the previous period which are included in the Invoice.

Contractor shall also submit to LED copies of all contracts with outside consultants and service providers relative to this agreement, if any, upon the final execution thereof.

Additionally, the Contractor shall submit to LED written quarterly Progress Reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its Proposals to LED. Such quarterly reports shall be due to LED not later than **September 30, December 31, March 31, and June 30**, of each calendar year during the term or extended term of this agreement. The Final Report shall be the report that's due June 30 of the final year of this agreement.

Quarterly reports will summarize results of work performed to successfully deliver LED's message locally and globally according to the strategic communications and marketing plan devised at the beginning of the fiscal year. Metrics may include jobs and investments, legitimate inquiries from target audiences, number and value of positive media placements, added value opportunities and web traffic counts.

V. LED Contract Monitor

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 agreement. 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.

VI. Performance Measures

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 this contract. Performance Measures for this contract shall include the Contractor's timely and successful performance and completion of the services required and to be performed pursuant to and consistent with the provisions, goals and objectives of this agreement; including the timely production of the creative concepts, copy, layouts, advertising, brochures, graphics, DVDs, Proposals, newspaper advertising, television and radio spots; and including the timely completion of projects authorized by LED pursuant to this contract; as well as the Contractor's timely submission of quarterly Progress Reports.

VII. Monitoring Plan

During the term of this Agreement, 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 approve drafts and layouts of creative work, written materials, proofs of materials, etc., prior to

implementation, printing, release and distribution; and shall continually review and analyze Contractor's performance of services pursuant to this agreement, the "Task Orders" and any other authorizations or approvals issued to the Contractor from time to time, as well as Contractor's written quarterly 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 agreement;
- 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 make visits to the Contractor and site 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.

VIII. Budgeted Amount / Maximum Fee / Contract Cost

The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED of the project contemplated by this agreement shall not exceed the total sum of **(To Be Determined) & NO/100 (\$ _____ .00) DOLLARS**, which sum shall be inclusive of all fees, costs and any reimbursable expenses (including travel expenses, if any) to be paid by LED in connection with the services to be provided under this agreement. The total billings for all services and expenses covered by this contract shall not exceed the total amount stated above. This is the total sum that has been allocated for this project by the Department of Economic Development. Any payments/reimbursements, which may be due under this agreement, will be allowed only for charges/expenditures occurring between and including the dates of **July 1, 2014, and June 30, 2015**, unless the term of this contract is extended, as hereinafter provided.

IX. Payment Terms

Contractor shall be compensated for its services, as follows:

(To Be Determined)

In consideration of the services to be provided as described above, and provided progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, payment of the sums stated above shall be made to the Contractor by LED, in periodic payments for that portion of the services that have been provided, after the receipt from the Contractor and approval by LED of the Contractor's periodic Invoices requesting payment, including a summary description or brief recap of the Contractor's services provided pursuant to and in fulfillment of the goals and objectives of this agreement during the previous period, which are included in the Invoice; and the Contractor's submission of each such Invoice shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in the Invoice have been fully performed and completed justifying the requested payment. All Invoices must be itemized, and must contain a copy of the "Task Order" or other authorization or approval issued by LED which initiated and authorized the project. All original documentation supporting the Invoices shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated. Contractor shall determine the frequency that such Invoices are to be submitted to LED, but such frequency shall not exceed one (1) Invoice per calendar month.

Special travel expenses incurred by Contractor's personnel on behalf of LED, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses and their reimbursement are included in the approved budgeted amount or maximum fee, such travel expenses are approved by LED, and then only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the LED Contract Monitor. Travel time is not reimbursable; and travel expenses to and from LED (in Baton Rouge) are not reimbursable. Invoices and/or receipts for any reimbursable expenses or travel expenses must be provided to LED and attached to Contractor's periodic Invoices for reimbursement.

On materials produced by outside suppliers, LED agrees to pay the Contractor the cost of such materials as invoiced by the suppliers, plus any additional taxes incurred by the Contractor, and the Contractor may not add to or mark up any such costs by adding any additional 15% commission or fee thereto. Sub-contractors utilized by the Contractor on LED projects must be approved in writing by either the Secretary of LED or the Deputy Secretary and the Undersecretary of LED or their designees in advance of the start of the project.

X. Contract Term / LED Extension Option

This contract shall begin as of **July 1, 2014**; this project and all of the Contractor's services hereunder shall be completed by and this contract shall terminate on **June 30, 2015**, unless amended and extended in writing, approved and signed by all parties, and approved by the State's Office of Contractual Review.

LED shall have the option to renew or extend this agreement for up to two (2) additional years; which option may be exercised by LED either by renewing or extending this agreement for a two (2) year term, or for one (1) year only, and then if LED elects to do so, it may again be extended for another year.

XI. Tax Liability

Contractor hereby agrees that the responsibility for the payment of any taxes due from the funds received under this agreement shall be the Contractor's obligation, identified under Contractor's Federal Tax Identification Number, which has been provided to LED.

XII. Termination for Convenience

Either party may terminate this contract at any time by giving thirty (30) days written notice. The State may amend this contract due to budgetary reductions or changes in funding priorities by the State upon giving thirty (30) days written notice. Contractor shall be entitled to payment for deliverables already in progress, to the extent work has been performed satisfactorily.

XIII. Termination for Cause

The State may terminate this agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this agreement, provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this agreement shall terminate on the date specified in such notice. The Contractor's failure to perform within the time agreed upon in this contract or in any Task Order issued in connection with this project shall constitute default, and will provide the State with cause for the cancellation of this contract. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

XIV. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved under the provisions of LSA – R.S. 39:1524 through 1526.

XV. Third Party Approvals, Use of Materials; Ownership of Materials

The Contractor shall obtain necessary and customary ownership, licenses, permits, releases or other authorization ("Third Party Approvals") to use talent, images (including photographs, video, film, etc.), sound, music, art work, copyrighted or trademarked materials, creative work product, information, intellectual property, or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the State. The Contractor shall make reasonable efforts to negotiate in order to obtain the level of rights sufficient for the intended use at reasonable cost to LED. The rights to be obtained shall be described and approved in the applicable task order. In connection with specific projects, LED may direct the Contractor to acquire rights for LED in excess of customary rights. The Contractor shall ensure publication and duplication rights are secured to LED prior to delivery and shall provide documentation thereof, including a written description of any use restrictions. The Contractor shall defend, hold harmless and indemnify LED, its employees and agents in any challenge to said rights.

All rights, title and interests whatsoever, including all rights to intellectual property, in work acquired or produced in connection with this contract, whether provided by the Contractor, any subcontractor, or other party, shall lie exclusively with LED, except as may be otherwise provided in applicable Third Party Approvals.

All intellectual property first developed by Contractor for LED under this contract shall, to the fullest extent permitted by law, constitute "work for hire" under the United States copyrights law. LED, as sole owner of all intellectual property developed under this contract (except as limited by third party agreements and approved in the applicable task order), reserves the exclusive right to use, publish, or reproduce the intellectual property in whole or in part, in any media now known or later developed, and to authorize others to do so.

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

It is the mutual wish and desire of both the State and the Contractor to conduct a smooth, cooperative transition whenever this contract is to terminate or expire and a similar contract for these services is to be awarded to a different contractor. Therefore, the Contractor herein agrees to turn over to the State, upon the request of the State, all documents and materials belonging to the State within forty-five (45) days prior to the termination or expiration of this contract.

XVI. Confidential Information

In the course of the Contractor's performance of services under this agreement, the Contractor will receive certain information of a non-public nature, including private and proprietary information from or about the State, regarding the potential location of or other information regarding an economic development project in the State, or information from or about the State and its clients or other companies and businesses with which the State is doing business, including particularly, but not limited to, information relating to business development projects, investment information, project plans and requirements, technical and business information regarding business operations and affairs, financial data, sales and marketing information, specifications, drawings, sketches, data, documentation, correspondence or any other private or proprietary ideas or information, along with any and all information obtained through studies and analyses, conclusions reached and recommendations made, all of which information shall remain confidential and not available for disclosure by the Contractor ("Confidential

Information”), unless permission for any disclosure is provided by executive management of LED, or such information is disclosed and designated by LED as non-confidential.

The Contractor shall, with respect to Confidential Information: (a) hold the Confidential Information in strict confidence using at least the same care and caution it affords its own confidential information, but in no case less than a reasonable degree of care; (b) take any and all steps which may be necessary and reasonable to protect the Confidential Information; (c) use the Confidential Information only in connection with a project on which the Contractor is working for the State; (d) reproduce the Confidential Information only to the extent necessary in connection with such a project; and (e) restrict disclosure of the Confidential Information only to Contractor’s employees and representatives whose duties justify the need to know the Confidential Information in connection with such a project and who are advised as to the confidential and proprietary nature of the Confidential Information and are required to comply with the confidentiality provisions of this agreement. The obligations of the Contractor to maintain the confidentiality of the Confidential Information it has received under this agreement shall continue indefinitely.

The disclosure of Confidential Information to the Contractor shall not be construed to grant to the Contractor any license, ownership or other proprietary interest in the Confidential Information. The Contractor agrees that it does not acquire any title, ownership, or other intellectual property right or license in or to the Confidential Information by virtue of such disclosure, and all Confidential Information (including tangible copies and computerized or electronic versions and summaries thereof) shall remain the property of the State.

Under no circumstance shall the Contractor discuss and/or release information nor any press release to the media concerning the LED’s RFP, the award of this contract or any other LED awards to the Contractor, about this project or any other LED projects, as well as any information concerning press releases relating to LED projects, without first obtaining prior express written approval of LED. Any information about the Contractor’s relationship with LED shall not be used for any marketing or promotional purposes without permission from LED’s Contract Monitor. Contractors are not allowed to apply for or submit work done for/on behalf of LED for any award or recognition without first obtaining prior express written permission from LED.

Any information about the Contractor’s relationship with LED shall not be used for any marketing or promotional purposes without permission from LED’s Contract Monitor. Contractors are not allowed to apply for or submit work done for/on behalf of LED for any award or recognition without first obtaining prior express written permission from LED.

The Company agrees that its obligations hereunder are necessary and reasonable to protect the State and its clients or other companies and businesses with which the State is doing business.

XVII. Assignment of Interest

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment, novation or otherwise), without the prior written consent of the State; provided however, that claims for money due or to become due to Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. The State shall in all cases pay only the Contractor for services provided; and the Contractor shall directly pay any assignments out of any payments received from the State and shall hold harmless the State from any liability or responsibility in connection therewith.

XVIII. Audits and Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana, the Office of the Governor, Division of Administration auditors, and LED auditors shall have the option of auditing all records and accounts of the Contractor that relate to this contract, as well as all contracts with outside consultants and service providers relative to the performance of services under this agreement.

XIX. Termination for Non-Appropriation of Funds

The continuation of this contract is contingent upon the appropriation of funds by the Louisiana legislature to fulfill the requirements of the contract. 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, this contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

XX. Discrimination Clause

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

Contractor agrees not to discriminate in its employment practices, not to discriminate against participants, and will render services under this contract without discrimination, and without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this agreement.

XXI. Public Liability Indemnification and Limitation of Liability

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability for infringement of a United States Patent or of any copyright, trademark, trade secret or intellectual property right, or arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, its State Departments, Agencies, Boards and Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

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

XXII. State Liability

The State's liability under this agreement shall be limited to the dollar amount of the agreed compensation, budgeted amount or maximum fee shown in this agreement; and the State shall not in any way be responsible for any additional monetary sums or for any actual, general, special, compensatory, consequential, punitive, pecuniary or plenary damages, any interest, attorney's fees, or for any other or additional claims whatsoever which may be made by any party to this agreement.

XXIII. Headings

The Section "Headings" and paragraphs and their numerical and alphabetical notations, for the purpose of this agreement, are solely for the ease of reference.

XXIV. Severability

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared to be severable.

XXV. Agreement, Amendment Approval

This agreement, and any amendment hereto, shall not be effective until it has been approved and signed by all parties, and until it has been approved by the State's Office of Contractual Review.

XXVI. Notice of Insufficiency

It is the responsibility of the Contractor to advise the LED in advance if contract funds or contract terms may be insufficient to complete contract objectives.

XXVII. Choice of Law; Conflicts of Interest; Code of Ethics

This is a Louisiana contract and all of its terms and provisions shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America. All parties hereby submit themselves to the jurisdiction and venue of the 19th Judicial District Court located in the Parish of East Baton Rouge, in the State of Louisiana, and to the Louisiana appellate Courts having jurisdiction over such trial Court, in the event of any legal proceedings in connection with this contract; hereby expressly consent to the exclusive jurisdiction and venue of such trial and appellate Courts; and hereby waive any and all objections based on lack of personal jurisdiction, improper venue or forum non-conveniens.

Contractor warrants that Contractor and Contractor's representatives are familiar with and will comply with all applicable laws of the State of Louisiana. By accepting this engagement the Contractor is agreeing to work for and provide services to or for LED, and thereby subjects Contractor's firm and employees to the laws of the State of Louisiana, including particularly, but not limited to, State laws relating to Conflicts of Interest, as well as the State Code of Governmental Ethics which applies to the Contractor and Contractor's employees in the performance of services called for under this contract. The Contractor agrees to immediately notify the State if potential conflicts of interest or violations of the State Code of Governmental Ethics arise at any time during the term of this agreement.

XXVIII. Entire Agreement; Order of Precedence

This contract, together with the "Request for Proposal" ("RFP") and addenda issued thereto by LED, the Proposal submitted by the Contractor in response to LED's RFP, as well as any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter of this agreement.

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

IN WITNESS WHEREOF, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at *(City, State)*, on the date shown below, to be effective as of the date first stated above, after a due reading of the whole document.

WITNESSES:

(Name of Contractor),

Signature

Printed Name

Signature

Printed Name

By: _____
(Signature)

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of LED, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on the date shown below, to be effective as of the date first stated above, after a due reading of the whole document.

WITNESSES:

**LOUISIANA DEPARTMENT
OF ECONOMIC DEVELOPMENT**

Signature

Printed Name

Signature

Printed Name

By: _____
(Signature)
Anne G. Villa, Undersecretary

LED Contract Monitor:

(Signature)
Lori Melancon
Senior Director, Marketing & Communications

ATTACHMENT D: COST WORKSHEETS

COST WORKSHEET

PROPOSER NAME:

Component 1 – Strategic Development/Brand Identity

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

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

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

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

Step 2: Multiply by weight factor*

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

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____

Lowest proposed composite average hourly rate ÷

Proposer's composite average hourly rate x 10 = cost score

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

COST WORKSHEET

PROPOSER NAME:

Component 2 – Interactive and Digital Communication Tools

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

| | |
|-----------------------------------|--------------|
| Core services: | Hourly rate: |
| Copywriter | _____ |
| Proofreader | _____ |
| Graphic Designer | _____ |
| Interactive Designer | _____ |
| Interactive Developer | _____ |
| Production Services | _____ |
| Average rate for these services = | _____ |
| Supervisory services: | Hourly rate: |
| Graphic Design Supervisor | _____ |
| Interactive Design supervisor | _____ |
| Account Services | _____ |
| Account Manager | _____ |
| Project Manager and Traffic | _____ |
| Average rate for these services = | _____ |
| Administrative services: | Hourly rate: |
| Accounting Services | _____ |
| Administrative Services | _____ |
| Average rate for these services = | _____ |

Step 2: Multiply by weight factor*

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

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____

Lowest proposed composite average hourly rate ÷

Proposer's composite average hourly rate x 10 = cost score

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

COST WORKSHEET

PROPOSER NAME:

Component 3 – External Communication

Step 1: Enter proposed hourly billing rates for each of the following services

Core services: Hourly rate:
External Communication Services _____

Administrative services: Hourly rate:
Administrative Services _____

Step 2: Multiply by weight factor*

Line A Core services rate x 80% = _____

Line B Administrative services rate x 20% = _____

Composite average hourly rate = $(A + B) \div 3 =$ _____

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____

Lowest proposed composite average hourly rate \div

Proposer's composite average hourly rate x 10 = cost score

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

COST WORKSHEET

PROPOSER NAME:

Component 4 – Media Buying

Step 1: Enter proposed media commission rate: _____

Step 2: Calculate cost score

Lowest proposed rate (all Component 4 proposals): _____

Lowest proposed rate ÷ Proposer's rate x 10 = cost score

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