

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF LAFAYETTE**

CONTRACT

BE IT KNOWN, the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as the "State," "Agency," or "DCRT," and BBR Creative, Inc., 300 Rue Beauregard, Building 1, Lafayette, LA 70508, hereinafter sometimes referred to as the "Contractor," do hereby enter into this Contract under the following terms and conditions:

1. BACKGROUND

In 2016, the State issued a Request for Proposals to identify a single or multiple contractors to assist the State in the development and implementation of a marketing campaign ("Campaign") that will help the State achieve the Objectives outlined and further defined in the State's Strategic Plan.

The Campaign will be developed and implemented by contractors working collaboratively in three (3) essential areas, which are referred to as "Components":

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|--------------|---|
| Component 1. | Creative/Marketing/Media/Brand Identity |
| Component 2. | Public Relations |
| Component 3. | Internet/Social Media/Digital Marketing |

2. DEFINITIONS

For purposes of this Contract, the parties agree to the definitions provided in the Glossary, Exhibit A, which is by this reference incorporated into the terms of this Contract.

3. SCOPE OF SERVICES

3.1. OVERVIEW OF SERVICES

As one of the Contractors for Component 1, Contractor shall be responsible for performing services which include assisting in the development and implementation of a comprehensive, research-based Marketing and Communications Plan, strategically designed to achieve the marketing objectives of the State. The plan shall integrate advertising, public relations, niche marketing strategies, internet-based marketing, product development, sponsorships, promotions, industry sales, brand development and any other approved initiatives that further the Objectives set forth herein, in collaboration with other State-selected contractors.

Contractor may be required to perform some or all of the following tasks:

- 3.1.1. Assist in the overall creation of marketing strategy and brand positioning;
- 3.1.2. Marketing/media research, analysis, recommendation and purchase;
- 3.1.3. Creative development and implementation of assigned marketing programs; including but not limited to niche marketing;
- 3.1.4. Establish brand standards;
- 3.1.5. Negotiate on behalf of the State for most cost-efficient marketing programs;
- 3.1.6. Identify and establish appropriate private/public partnerships;
- 3.1.7. Account management, including status reports and project calendars.

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

3.2. CONCISE DESCRIPTION OF SERVICES

Contractor may be required to perform some or all of the following, as directed:

3.2.1. CREATIVITY

As one of the Contractors for Component 1, Contractor shall assist in creating and implementing a fully integrated domestic and international Campaign/Plan, including both long-range and short-range strategies in collaboration with other State-selected contractors. As part of the Campaign, the Contractor may be required to perform some or all of the following, as directed:

- 3.2.1.1. Develop and execute to completion, an approved research-based project, inclusive of creative concepts, to be used for multiple media outlets, including print, television, radio and other media. Contractor shall also be responsible for the development of creative materials required to support the work of other State-selected contractors assigned to the various other Components (as approved and directed by the State). All creative materials will be reviewed and approved in writing by the State, prior to submission to media outlets.
- 3.2.1.2. Perform media production services to develop and deliver appropriate creative materials for marketing and promotional programs related to Component 1, in accordance with an approved media schedule. Services may include, but are not limited to, creative concept, graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sound or property.
- 3.2.1.3. "Refresh" existing materials until such time as new materials have been developed.
- 3.2.1.4. Prepare all mechanical art and/or acquire all necessary artwork, photographs, negatives, separations, etc. (and secure and transfer rights thereto) that are required for the production of advertisements and other materials.
- 3.2.1.5. Through collaboration with other selected contractors, produce all other collateral materials in support of the Campaign.
- 3.2.1.6. Acquire, store, manage, and maintain the State's visual assets (including photography, video and film footage, etc.), and all documents, materials, creative work product developed in connection with this contract.
- 3.2.1.7. Maintain documentation/information that sets forth the State's rights and/or limitations on use of the State's licensed and copyrighted assets (e.g., visual, music, multi-media, audio, trademarks, service marks, taglines, copy, artwork, names and likenesses of people, etc.).
- 3.2.1.8. Provide Crisis Management in conjunction with the other State-selected contractors as directed and as needed by the State.
- 3.2.1.9. Coordinate all inquiry response materials, postal activities, and toll-free phone needs.
- 3.2.1.10. Assist in the planning and production of special events.
- 3.2.1.11. Perform all research necessary to support the activities described herein.
- 3.2.1.12. Create and use an approved performance measurement system to measure, analyze and report results of all activities described herein.

3.2.2. MEDIA

- 3.2.2.1. Negotiate, place, purchase, and traffic media in a timely and professional manner to take advantage of discounts, special promotions, media position, and added-value opportunities that may benefit the State.
- 3.2.2.2. Contractor shall provide post-analysis for each campaign, including actual GRPs (Gross Rating Point) delivered, station affidavits, and a full accounting of any/all "make-goods".
- 3.2.2.3. Administer approved marketing and media collaborations and/or sponsorship programs that maximize the use of available funds in specific areas as directed by the State.
- 3.2.2.4. Develop and manage cooperative advertising programs in association with approved media plans and/or on-line marketing strategies, to include identification of cooperative opportunities, solicitation of participants, recommendation of pricing, and preparation and distribution of sales and other collateral material.
- 3.2.2.5. Provide a schedule of participation in cooperative advertising programs, detailing participation levels.
- 3.2.2.6. Field, evaluate, make recommendations (to State), and respond to unsolicited advertising opportunities.
- 3.2.2.7. Provide State traffic reports to determine if media was placed as requested and provide post-buy analyses and media audits of advertising campaigns.

3.2.3. RESEARCH

- 3.2.3.1. At **CONTRACTOR'S EXPENSE**, the Contractor's key personnel shall participate in a designated State-organized tour designed to familiarize Contractor's key personnel with :
 - 3.2.3.1.1. The Louisiana tourism customer;
 - 3.2.3.1.2. Consumer trends that may be relevant to State's marketing programs;
 - 3.2.3.1.3. The Louisiana "product" (i.e., attractions, accommodations, etc.);
 - 3.2.3.1.4. The travel and tourism industry.
- 3.2.3.2. The Contractor's key personnel shall familiarize themselves with relevant research provided by the State and its contracted marketing research vendors.
- 3.2.3.3. Research Projects initiated or otherwise undertaken on behalf of the State must be first approved by the State.
- 3.2.3.4. Third party research to be used for a recommendation to the State must be first reviewed for validity by the State.

3.2.4. ACCOUNT SERVICES, ACCOUNTABILITY AND BUSINESS SUPPORT

- 3.2.4.1. Contractor shall provide account supervision and documentation and shall communicate with the State on the status and timeline of all Projects and Research requested and/or approved by the State.
- 3.2.4.2. Upon State's request, Contractor shall provide monthly and year-end account management reports, including progress reports and budget reports itemized by Project.
- 3.2.4.3. Contractor shall provide State reports, estimates, accounting documentation, and other financial information as necessary to comply with the Contract's terms and conditions.
- 3.2.4.4. Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the Contract and for a

period of five (5) years subsequent to the date of the final payment made under this Contract, for audit purposes.

- 3.2.4.5. Contractor shall fully disclose and credit to State all discounts and special offers allowed by suppliers of goods and services purchased in the course of carrying out the services provided herein.
- 3.2.4.6. Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.
- 3.2.4.7. Upon State's request, Contractor shall make oral or written presentations regarding the State's marketing campaigns and components thereof at meetings, conferences, and other events as requested. Upon request, Contractor shall travel to and participate in (a) the Travel and Tourism Summit; (b) meetings of the Louisiana Tourism Development Commission and the Louisiana Tourism Promotion District; (c) meetings of the Louisiana Restaurant Association and Hotel and Lodging Association; (d) the Gulf South chapter of the Travel and Tourism Research Association; (e) Louisiana Association of Convention and Visitors Bureaus; (f) the Louisiana Travel Promotion Association; and (g) other meetings, conferences and events as requested by the State.
- 3.2.4.8. Contractor agrees that any and all rights, title and interest 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 the State, except as may be otherwise provided in any applicable Third Party Approvals (see section 25) approved by the State in a separate, written agreement. The Contractor shall ensure publication and duplication rights are secured for the State prior to delivery, and shall inform the State in writing of any use restrictions under applicable Third Party Approvals first obtained by Contractor after the effective date of this Contract. All intellectual property first developed by Contractor for the State under this Contract shall, to the fullest extent permitted by law, constitute "work for hire" under the United States Copyright Law. The State, as sole owner of all intellectual property developed under this Contract (subject to Third Party Approvals), 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. The Contractor shall obtain for the State all necessary and customary rights sufficient for the intended use of the work. In connection with specific projects, the State may direct Contractor to acquire rights for the State in excess of the customary rights, up to and including all elements of copyright, the legal costs of which, if any, shall be borne by the State. Except as otherwise provided in Section 7, the Contractor shall defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.
- 3.2.4.9. Contractor shall provide monthly, six-month, and year-end accounting of all monies expended. The statement shall include a breakdown of commissions earned from media placements, charges for work performed within all work categories, charges for materials, supplies, equipment, services, etc., provided by third party vendors, and the value of services provided at no charge.
- 3.2.4.10. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government.
- 3.2.4.11. The Contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed.

- 3.2.4.12. Contractor shall provide usual and customary account services and account management. Weekly conference calls may be held to discuss the progress of ongoing projects.
- 3.2.4.13. Contractor shall be responsible for ensuring that there are no errors or oversights in the final deliverables for Component 1 that are produced by or under the supervision of Contractor, including, but not limited to, advertising, direct mail pieces, publications, press releases, collateral materials, video, CD and audio tapes or other items produced, including materials produced for domestic and international markets in English and foreign languages. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State or other third parties, including convention and visitors bureaus or similar organizations, industry or trade organizations, attractions, or other businesses, organizations, and individuals, if and to the extent Contractor was reasonable in its reliance upon the accuracy of the information.
- 3.2.4.14. The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the Campaign from meetings or telephone conversations during the term of the Contract.
- 3.2.4.15. Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including laws relating to travel and ethics.
- 3.2.4.16. Contractor must obtain approval from the State before contracting with other tourism destinations and competitors (e.g., convention and visitors bureaus, tourist commissions, other state tourism offices.)

3.3. PROCEDURES FOR PROJECT INITIATION, APPROVAL AND MEASUREMENT

- 3.3.1. Project Initiation: Prior to commencing any Project, the Contractor shall submit a written work order/cost estimate which should include the following information:
 - 3.3.1.1. A high-level description of the Project, including:
 - 3.3.1.1.1. Creative and/or artistic concept;
 - 3.3.1.1.2. Cost estimate including estimated personnel costs, billable hours, third party expenses, media costs, commissions, materials, etc.;
 - 3.3.1.1.3. Estimated completion date for Project;
 - 3.3.1.1.4. Sources for any materials, supplies, equipment, services, etc. to be provided by non-Contractor personnel. For any Project that includes subcontractors or other vendors, the Contractor shall invite at least one or more Louisiana-based providers to submit proposals, bids, résumés, and/or price quotes for consideration by the Contractor in awarding work to such providers.
 - 3.3.1.2. Contractor shall submit upon request, a cost-benefit analysis or a projection/calculation/forecast of the prospective value of the final Project, along with proposed performance measurements and monitoring plan.
- 3.3.2. Approval and Measurement:
 - 3.3.2.1. The State will document receipt of all work orders/cost estimates. The Contractor shall only have the authority to commence work upon its receipt of the State's written approval of the work order/cost estimate.
 - 3.3.2.2. In order to receive written approval, re-writes and re-designs may be required of the Contractor.

- 3.3.2.3. The State may cancel any scheduled Project due to non-availability of funds.
- 3.3.2.4. All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.
- 3.3.2.5. Upon request, following the completion of a Project, the Contractor shall evaluate the Project and provide the State a written analysis on the value derived, compared with the projection/calculation/forecast using the specific performance measurements.

3.4. DELIVERABLES

Deliverables include a comprehensive, research-based Marketing and Communications Plan inclusive of concepts and strategy, brand identity and positioning, research, data, analysis of information, creative design, market development and testing, graphic standards, media plans, evaluations, negotiations, placement of ads, meeting agendas, minutes of meetings, attendance sign-in sheets, account management and all supporting documentation for services listed in the Scope of Services.

3.5. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

3.6. SUBSTITUTION OF KEY PERSONNEL

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

4. ADMINISTRATIVE REQUIREMENTS

4.1. TERM OF CONTRACT

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

4.2. STATE FURNISHED RESOURCES

State shall appoint a Contract Monitor for this Contract identified in Exhibit C who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be

the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. State shall also provide to Contractor access to state-owned assets, which may include photography, video, and research.

4.3. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 72-1378055.

5. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

5.1. PAYMENT TERMS

- 5.1.1. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$1,000,000.00 (One Million Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District. However, all payments will be tied to actual work performed. There is no minimum guaranteed amount to be paid. Contractor will only be paid for actual, approved work on a project-by-project basis.
- 5.1.2. Travel and other reimbursable expenses constitute part of the total maximum payable under the Contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).
- 5.1.3. Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge.
- 5.1.4. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State.
- 5.1.5. Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor(s), as follows:
 - 5.1.5.1. For media advertising placed by the Contractor, Contractor will earn 5% commission of Contractor's net cost (e.g., \$1,000 net cost with an earned commission of 5% = \$1,052.63 invoiced to State ($\$1,000 / .95 = \$1,052.63$)).
 - 5.1.5.2. State agrees to pay the Contractor according to the rate schedule below, with the exception of those employee services described in section 3.2.2 for media research, planning, and placement and traffic management.
 - 5.1.5.3. Excepted services are deemed fully compensated by the media commissions earned through placement of advertising by the Contractor on behalf of the State. All other services not referred to specifically in the Contract shall be compensated as provided in the following rate schedule:

<u>FUNCTION</u>	<u>PER HOUR</u>
CEO and Account Strategist	\$125
Chief Financial Officer	\$0
Senior Account Executive	\$125
Account Executive	\$115
Account Manager	\$115
Lead Project Manager	\$100
Chief Creative Officer	\$150
Senior Art Director	\$115
Art Director	\$90

Digital Production	\$75
Senior Copywriter	\$120
Production Director	\$100
Front-End Developer	\$125
Digital Marketing Director	\$100

- 5.1.5.4. Contractor cannot bill for time to prepare unsolicited work orders/proposals.
- 5.1.5.5. Contractor may bill for time spent preparing work orders/cost estimates requested by the State.
- 5.1.5.6. Expenses, viz. telephone charges, materials for meeting preparations and presentations, meeting expenses, ground and air freight shipping, delivery and postage, and other expenses incurred in the course of performing the services required under this Contract may be billed to the State on a cost basis except for normal business long distance calls made within the state. The Contractor may also bill the State on a cost basis for approved expenses that include, but are not limited to:
 - 5.1.5.6.1. Media production services and production of creative collateral and media support materials, e.g., graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sounds, or property; preparing mechanical art and/or advertisements and other materials.
 - 5.1.5.6.2. Services and expenses required to store, manage and maintain the assets that are owned outright or licensed by the State, including visual, music, multi-media, audio, trademarks, service marks, taglines, copy, coding, artwork, names, likenesses of people, etc., and all documents, materials, creative work product developed in connection with this Contract.
 - 5.1.5.6.3. Media placement and marketing initiatives including cooperative advertising campaigns, collaborations, sponsorship programs, familiarization tours (including hotel rooms, meals, admission to attractions, transportation), trade shows (including travel, registration and production of trade show booths), and sales missions; marketing support services such as answering services and inquiry fulfillment, and membership in Louisiana Press Association and Louisiana Association of Broadcasters on behalf of the State.
- 5.1.5.7. Contractor shall invoice the State monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.
- 5.1.5.8. Contractor shall submit original invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee name, date work was performed, brief description of work performed, and number of hours spent on described task. Invoice must include the project name and/or number, the approved cost estimate(s), and a cost allocation breakdown, which is a detailed hourly breakdown of each charge.
- 5.1.5.9. At the State's request, upon completion of a Project, a written analysis should be provided with final billable hours for the Project. Analysis should be submitted within 28 days of completion of Project and should include a list of participants (e.g.,

Convention and Visitors Bureaus, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.

5.1.5.10. The State will only be invoiced for expenses related to meetings between the Contractor and the State when expenses are pre-approved by the State and pertain to a pre-approved Project. Time and expenses incurred for said meetings will be accounted for in the pre-approved Project budget outlined in the work order/cost estimate.

5.1.5.11. The Contractor may invoice the State for attending meetings with industry personnel, professionals, associations or entities only if attendance is pre-approved by the State. The State will reimburse Contractor's travel and other expenses according to Policies and Procedures Memorandum (PPM) 49 guidelines. Unless travel time is pre-approved by the State, hourly rates apply once the Contractor reaches his/her destination.

5.1.5.12. All invoices shall be received by the State no later than ten (10) days after expiration of this Contract.

5.1.5.13. State will make every reasonable effort to make payments within 60 calendar days of the approval of invoice.

6. TERMINATION

6.1. TERMINATION FOR CAUSE

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

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

6.2. TERMINATION FOR CONVENIENCE

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

6.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any

other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

7. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the

parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

8. FORCE MAJEURE

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Contract if caused by an act of God or the public enemy, hurricane, severe weather, earthquake, political unrest, acts of war, strikes, government regulations, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), threats to public safety, disease, disaster, civil disorder, curtailment of transportation, shortage of energy, or any other cause beyond the reasonable control of the either party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, and mitigating any losses.

9. CLAIMS OR CONTROVERSIES

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

10. FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

11. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. RIGHT TO AUDIT

The State Legislative Auditor, and/or federal auditors and internal auditors of the Division of Administration and the DCRT shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

13. CONTRACT CHANGES

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, executed by all parties and approved by the Office of State Procurement, Louisiana Division of Administration.

14. CONFIDENTIALITY OF DATA

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

15. SUBCONTRACTORS

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

16. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

17. INSURANCE - see Exhibit B, Insurance Requirements for Contractors

18. GOVERNING LAW

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

19. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) may apply to the Contracting Party in the

performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

20. CORPORATE REQUIREMENTS

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:310 - 302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publically traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

21. SEVERABILITY

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

22. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

23. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Contract together with the RFP and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

24. RECORD OWNERSHIP

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

25. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work or any other property or

rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

26. RESPONSIBILITY OF THE STATE

The State shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of this Contract is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

27. CARE OF STATE PROPERTY

The Contractor will take every reasonable precaution to safeguard any and all of the State's property entrusted to the Contractor's custody or control.

28. TRANSITION

It is the mutual wish and desire of both State and the Contractor to conduct a smooth, cooperative transition in the event another contractor is selected to perform the services described herein. Therefore, the Contractor agrees to turn over to the State all documents and materials belonging to the State within forty-five (45) days prior to the termination of this Contract.

29. AGENCY STATUS

It is understood by the State and by the Contractor that the Contractor shall function hereunder as an agent of the State and that the State assumes all liability for payment of any and all charges which it approves and which are ordered by the Contractor on behalf of the State during the time period and under the terms and conditions of this Contract.

THUS DONE AND SIGNED at Baton Rouge (city), La (state) on the 1st
day of July (month), 2017.

Emily Burke
Witness 1 signature

Emily Burke
Witness 1 printed name

Monica Hebert
Witness 2 signature

MONICA HEBERT
Witness 2 printed name

Sara Ashy
Sara Ashy, Partner/CEO
BBR Creative, Inc.

THUS DONE AND SIGNED at Baton Rouge (city), La (state) on the 27th
day of June (month), 2017.

Lindsey Schmitt
Witness 1 signature

Lindsey Schmitt
Witness 1 printed name

Valerie Lewis
Witness 2 signature

Valerie Lewis
Witness 2 printed name

Nancy Watkins for Kyle Edmiston
Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

THUS DONE AND SIGNED at Baton Rouge (city), LA (state) on the 30th
day of June (month), 2017.

Amie B. Buriege
Witness 1 signature

Amie B. Buriege
Witness 1 printed name

Marlene Curcio
Witness 2 signature

Marlene Curcio
Witness 2 printed name

Rennie S. Buras, II
Rennie S. Buras, II, Deputy Secretary,
Louisiana Department of Culture,
Recreation and Tourism

Exhibit A

Glossary

The following definitions are agreed to and have been incorporated into the terms of the Contract:

Advertising - Any paid form of non-personal presentation of ideas, goods or services by an identified sponsor and directed toward the general public or, in some cases, specific prospective client groups, and conveyed by a mass medium.

Brand, Brand Name, and Branding - A brand is a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and marketed. A brand name is the name of the distinctive product, service, or concept. Branding is the process of creating and disseminating the brand name. Branding can be applied to the entire corporate identity as well as to individual product and service names. In marketing, it is recognized that there is usually some kind of branding value whether or not an immediate, direct response can be measured from a particular advertisement or campaign.

Campaign - The comprehensive, research-based marketing plan strategically designed to achieve the Objectives. The campaign shall integrate advertising, public relations, niche marketing strategies, internet-based marketing, product development, sponsorships, promotions, public/private partnerships, inter-agency and inter-governmental initiatives, and other strategies.

Cost Estimate - see "Work Order"

Creative - Activities involved in the creation of marketing materials. It may include copy writing, design, photography, illustration, music, etc.

Crisis or Crisis Management - Times of crisis or crisis management refers to incidents and Acts of God such as hurricanes, flooding, etc. and other situations or events as deem necessary by the Department of Culture, Recreation and Tourism in which emergency public relations, advertising and/or Internet services are needed by the department.

Familiarization Tour ("Fam tour") - A public relations strategy by which third parties (which may include media, tour operators, travel agents, event planners and other travel professionals) are offered free or reduced-rate trips to Louisiana in order to familiarize them with Louisiana as a travel destination and to acquaint them with what particular destinations, attractions, or suppliers have to offer.

Marketing - The discipline of determining the strategy and plans for positioning Louisiana as a travel destination in the marketplace; includes advertising, public relations, product development, and customer relations.

Niche Market - a specific, well-defined market segment, e.g., snowbirds, wedding/honeymoon travelers, eco-tourists, faith-based travelers, sports enthusiasts.

Project - Any specific work, initiative, program, promotion, public/private partnership, or other project under this Contract.

Promotion - All forms of communication other than advertising or public relations that call attention to products and services by adding value toward the purchase. Includes temporary discounts, allowances, premium offers, coupons, contests, sweepstakes, etc.

Public Relations (PR) – All of the activities that contribute to a positive third-party testimonial or discussion of an entity, product, or service. PR planning includes a crisis PR element to handle any negative discussions. The main role of public relations is to gain positive coverage via third-party references and endorsements without direct payment for that coverage, i.e., “earned media.”

Research - Research conducted to improve the efficacy of marketing. It may focus on a specific ad or campaign, or may be directed at a more general understanding of how advertising works or how consumers use the information in advertising. It can entail a variety of research approaches, including psychological, sociological, economic, and other perspectives. It may be quantitative or qualitative.

Tourism Industry – Collections of business firms, organizations and resources that foster or support activities of tourists, in particular by providing services.

Trade Show - Exposition held for members of a common or related industry. Not open to the general public.

Work Order (also: Cost Estimate) – the process by which work done by Contractor on any Project is approved by the State. Before commencing work on any project, Contractor must submit a work order/cost estimate which includes a description of the project and projected costs. No work may commence until written approval is received by the Contractor from the State.

Visitor – A person traveling 50 miles or more, one-way, away from home or including one or more overnights spent at the destination. These trips do not include trips commuting to/from work or school or trips taken as a flight attendant or vehicle operator.

Exhibit B
Insurance Requirements for Contractors

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, the Employers Liability limit is increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana) is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the OLG/DCRT.

b. The Contractor's insurance shall be primary as respects the OLG/DCRT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the OLG/DCRT shall be excess and non-contributory of the Contractor's insurance.

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

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or

suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the OLG/DCRT, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OLG/DCRT.

3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the OLG/DCRT.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the OLG/DCRT with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OLG/DCRT before work commences and upon any Contract renewal thereafter. The OLG/DCRT reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the OLG/DCRT, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for furnishing separate certificates for each subcontractor to the OLG/DCRT. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Exhibit C

GOALS AND OBJECTIVES

- To market, promote and showcase Louisiana as a travel destination;
- To increase revenue generated by the tourism industry;
- To contribute to the economic impact of tourism in all 64 parishes;
- To use effective communications and marketing strategies to increase the effectiveness, public awareness and/or impact of the programs and activities of the OLG/DCRT.
- To position Louisiana as:
 - A destination with a plethora of indigenous music genres;
 - A culinary destination;
 - The "Festival Capital of the World";
 - An outdoor enthusiast's dream;
 - The nation's most distinctive cultural experience;
 - A retirement destination
- To support the OLG/DCRT agencies' programs through effective communication and marketing.

PERFORMANCE MEASURES

The performance of the Contractor will be measured by the Contract Monitor, who is authorized on behalf of the State to evaluate the Contractor's performance against the criteria set forth herein.

MONITORING PLAN

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The monitoring plan is the following:

- All work orders/cost estimates, project forecasts, analyses, reports, proofs and all documentation, drafts, etc. as described in the Scope of Services of this Contract are to be delivered to the Contract Monitor.
- All Project proposals require written approval from the State. The Contract Monitor will provide necessary guidance, instruction, feedback and approvals so that the Contractor can render the services described in the Contract under timetables determined by the parties.
- Contractor and the DCRT staff will meet to discuss projects and evaluate progress. Contract Monitor will ensure services are rendered and deliverables are delivered in a professional manner and in accordance with the Contract. Any deficiencies will be documented and reported in the Contract Performance Evaluation, which will be submitted to the DCRT Office of Management and Finance within 45 days of the termination of this Contract.

FINAL UTILITY OF SERVICES

The services rendered hereunder will be used generally to fulfill the objectives stated above on behalf of the entire OLG/DCRT, and specifically, with regard to services performed for the Office of Tourism to promote and assist the expansion of tourism and the tourism industry in Louisiana; increase employment opportunities for all citizens throughout the state through the orderly but accelerated development of facilities for tourism, travel and hospitality; invite visitors from this nation and foreign countries to visit Louisiana; and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain a positive image and understanding of Louisiana (R.S. 51:1255).

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF ORLEANS**

CONTRACT

BE IT KNOWN, the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as the "State," "Agency," or "DCRT," and The Ehrhardt Group, Inc., 365 Canal St., Suite 1750, New Orleans, LA 70110, hereinafter sometimes referred to as the "Contractor," do hereby enter into this Contract under the following terms and conditions:

1. BACKGROUND

In 2016, the State issued a Request for Proposals to identify a single or multiple contractors to assist the State in the development and implementation of a marketing campaign ("Campaign") that will help the State achieve the Objectives outlined and further defined in the State's Strategic Plan.

The Campaign will be developed and implemented by contractors working collaboratively in three (3) essential areas, which are referred to as "Components":

- | | |
|--------------|---|
| Component 1. | Creative/Marketing/Media/Brand Identity |
| Component 2. | Public Relations |
| Component 3. | Internet/Social Media/Digital Marketing |

2. DEFINITIONS

For purposes of this Contract, the parties agree to the definitions provided in the Glossary, Exhibit A, which is by this reference incorporated into the terms of this Contract.

3. SCOPE OF SERVICES

3.1. OVERVIEW OF SERVICES

As a Contractor for Component 2, Contractor shall be responsible for performing services that support the development and implementation of a research-based strategic Public Relations Plan for the State, while performing related account management services. The Public Relations Plan shall be developed, integrated and implemented in coordination with the development and implementation of the overall Campaign, and shall support that Campaign.

Contractor's duties may include but are not limited to media relations, research, coordination of events and other public relations initiatives, spearheading regional drive market initiatives, and planning and conducting familiarization tours.

All services rendered under this Contract shall be research-based, shall endeavor to produce measurable results, and shall endeavor to demonstrate a positive return on investment.

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

3.2. CONCISE DESCRIPTION OF SERVICES

Contractor may be required to perform some or all of the following, as directed:

3.2.1. CONSULTING SERVICES

- 3.2.1.1. Develop strategies for public relations projects that support the overall Campaign, including but not limited to niche marketing initiatives;

- 3.2.1.2. Develop and maintain relationships with key media contacts to ensure consistent and aggressive editorial outreach;
- 3.2.1.3. Provide developed media pitches and story angles;
- 3.2.1.4. Copywriting and proofing;
- 3.2.1.5. Plan and implement familiarization tours;
- 3.2.1.6. Plan and coordinate public relations/media relations events;
- 3.2.1.7. Work with appropriate State staff on crisis communication as needed;
- 3.2.1.8. Provide content, as directed, for special requests or projects;
- 3.2.1.9. Develop speeches and talking points;
- 3.2.1.10. Identify and recommend public relations opportunities that enhance the Louisiana brand, and determine and implement strategies to maximize the return on the State's investment for participation;
- 3.2.1.11. Fulfill media requests;
- 3.2.1.12. Account management, including status reports and project calendars.

3.2.2. RESEARCH

- 3.2.2.1. At **CONTRACTOR'S EXPENSE**, the Contractor's key personnel shall participate in a designated State-organized tour designed to familiarize Contractor's key personnel with:
 - 3.2.2.1.1. The Louisiana tourism customer;
 - 3.2.2.1.2. Consumer trends that may be relevant to State's marketing programs;
 - 3.2.2.1.3. The Louisiana "product" (i.e., attractions, accommodations, etc.);
 - 3.2.2.1.4. The travel and tourism industry.
- 3.2.2.2. The Contractor's key personnel shall familiarize themselves with relevant research provided by the State and its contracted marketing research vendors.
- 3.2.2.3. Research Projects initiated or otherwise undertaken on behalf of the State must be first approved by the State.
- 3.2.2.4. Third party research to be used for a recommendation to the State must be first reviewed for validity by the State.

3.2.3. ACCOUNT SERVICES; ACCOUNTABILITY AND BUSINESS SUPPORT

- 3.2.3.1. Contractor shall provide account supervision and documentation and shall communicate with the State on the status and timeline of all Projects and Research requested and/or approved by the State. Upon State's request, Contractor shall provide monthly and year-end account management reports, including progress reports and budget reports itemized by Project.
- 3.2.3.2. Contractor shall provide State reports, estimates, accounting documentation, and other financial information as necessary to comply with the Contract's terms and conditions.
- 3.2.3.3. Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the Contract and for a period of five (5) years subsequent to the final payment made under Contract, for audit purposes.
- 3.2.3.4. Contractor shall fully disclose and credit to State all discounts and special offers allowed by suppliers of goods and services purchased in the course of carrying out the services provided herein.

- 3.2.3.5. Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.
- 3.2.3.6. Upon State's request, Contractor shall make oral or written presentations regarding the State's marketing campaigns and components thereof at meetings, conferences, and other events as requested. Upon request, Contractor shall travel to and participate in (a) the Travel and Tourism Summit; (b) meetings of the Louisiana Tourism Development Commission and the Louisiana Tourism Promotion District; (c) meetings of the Louisiana Restaurant Association and Hotel and Lodging Association; (d) the Gulf South chapter of the Travel and Tourism Research Association; (e) Louisiana Association of Convention and Visitors Bureaus; (f) the Louisiana Travel Promotion Association; and (g) other meetings, conferences and events as requested by the State.
- 3.2.3.7. Contractor agrees that any and all rights, title and interest 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 the State, except as may be otherwise provided in any applicable Third Party Approvals (see section 25) approved by the State in a separate, written agreement. The Contractor shall ensure publication and duplication rights are secured for the State prior to delivery, and shall inform the State in writing of any use restrictions under applicable Third Party Approvals first obtained by Contractor after the effective date of this Contract. All intellectual property first developed by Contractor for the State under this Contract shall, to the fullest extent permitted by law, constitute "work for hire" under the United States Copyright Law. The State, as sole owner of all intellectual property developed under this Contract (subject to Third Party Approvals), 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. The Contractor shall obtain for the State all necessary and customary rights sufficient for the intended use of the work. In connection with specific projects, the State may direct Contractor to acquire rights for the State in excess of the customary rights, up to and including all elements of copyright, the legal costs of which, if any, shall be borne by the State. Except as otherwise provided in Section 7, the Contractor shall defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.
- 3.2.3.8. Contractor shall provide monthly, six-month, and year-end accounting of all monies expended. The statement shall include charges for work performed within all work categories, charges for materials, supplies, equipment, services, etc., provided by third party vendors, and the value of services provided at no charge.
- 3.2.3.9. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government.
- 3.2.3.10. Contractor shall provide usual and customary account services and account management. Weekly conference calls may be held to discuss the progress of ongoing projects.
- 3.2.3.11. Contractor shall be responsible for ensuring that there are no errors or oversights in the final deliverables for Component 2 that are produced by or under the supervision of Contractor, including, but not limited to, advertising, direct mail pieces, publications, press releases, collateral materials, video, CD and audio tapes or other items produced, including materials produced for domestic and international markets

in English and foreign languages. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State or other third parties, including convention and visitors bureaus or similar organizations, industry or trade organizations, attractions, or other businesses, organizations, and individuals, if and to the extent Contractor was reasonable in its reliance upon the accuracy of the information.

- 3.2.3.12. The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the Campaign from meetings or telephone conversations during the term of the Contract.
- 3.2.3.13. Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including laws relating to travel and ethics.
- 3.2.3.14. Contractor must obtain approval from the State before contracting with other tourist destinations and competitors (e.g., convention and visitors bureaus, tourist commissions, other state tourism offices.)

3.3. PROCEDURES FOR PROJECT INITIATION, APPROVAL AND MEASUREMENT

3.3.1. Project Initiation: Prior to commencing any Project, the Contractor shall submit a written work order/cost estimate which should include the following information:

- 3.3.1.1. A high-level description of the Project, including:
 - 3.3.1.1.1. Creative and/or artistic concept;
 - 3.3.1.1.2. Cost estimate including estimated personnel costs, billable hours, third party expenses, materials, etc.;
 - 3.3.1.1.3. Estimated completion date for Project;
 - 3.3.1.1.4. Sources for any materials, supplies, equipment, services, etc. to be provided by non-Contractor personnel. For any Project that includes subcontractors or other vendors, the Contractor shall invite at least one or more Louisiana-based providers to submit proposals, bids, résumés, and/or price quotes for consideration by the Contractor in awarding work to such providers.
- 3.3.1.2. Contractor shall submit upon request, a cost-benefit analysis or a projection/calculation/forecast of the prospective value of the final Project, along with proposed performance measurements and monitoring plan.

3.3.2. Approval and Measurement:

- 3.3.2.1. The State will document receipt of all work orders/cost estimates. The Contractor shall only have the authority to commence work upon its receipt of the State's written approval of the work order/cost estimate.
- 3.3.2.2. In order to receive written approval, re-writes and re-designs may be required of the Contractor.
- 3.3.2.3. The State may cancel any scheduled Project due to non-availability of funds.
- 3.3.2.4. All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.
- 3.3.2.5. Upon request, following the completion of a Project, the Contractor shall evaluate the Project and provide the State a written analysis on the value derived, compared with the projection/calculation/forecast using the specific performance measurements.

3.4. DELIVERABLES

Deliverables include the Public Relations Plan, initiatives, familiarization tours, and information gathered through research, data, records, reports and other requested supporting documentation of work and services as noted in the Scope of Services.

3.5. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

3.6. SUBSTITUTION OF KEY PERSONNEL

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

4. ADMINISTRATIVE REQUIREMENTS

4.1. TERM OF CONTRACT

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

4.2. STATE FURNISHED RESOURCES

State shall appoint a Contract Monitor for this Contract identified in Exhibit C who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. State shall also provide to Contractor access to state-owned assets, which may include photography, video, and research.

4.3. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 72-1315786.

5. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

5.1. PAYMENT TERMS

- 5.1.1. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$100,000.00 (One Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District. However, all payments will be tied to actual work performed. There is no minimum guaranteed amount to be paid. Contractor will only be paid for actual, approved work on a project-by-project basis.
- 5.1.2. Travel and other reimbursable expenses constitute part of the total maximum payable under the Contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).
- 5.1.3. Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge.
- 5.1.4. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State.
- 5.1.5. Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor(s), as follows:
- 5.1.5.1. State agrees to pay the Contractor according to the following rate schedule:

<u>FUNCTION</u>	<u>PER HOUR</u>
Account Principal	\$140
Account Manager	\$115
Senior Counselor	\$115
Account Executive	\$110
Research Director	\$110
Asst. Account Executive	\$75

- 5.1.5.2. Contractor cannot bill for time to prepare unsolicited work orders/proposals.
- 5.1.5.3. Contractor may bill for time spent preparing work orders/cost estimates requested by the State.
- 5.1.5.4. Expenses, viz. telephone charges, materials for meeting preparations and presentations, meeting expenses, ground and air freight shipping, delivery and postage, and other expenses incurred in the course of performing the services required under this Contract may be billed to the State on a cost basis except for normal business long distance calls made within the state. The Contractor may also bill the State on a cost basis for approved expenses that include, but are not limited to:
- 5.1.5.4.1. Marketing initiatives including sponsorship programs, familiarization tours (including, but not limited to, hotel rooms, meals, admission to attractions, transportation), trade shows (including travel, registration and production of trade show booths), and sales missions.
- 5.1.5.5. Contractor shall invoice the State monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.
- 5.1.5.6. Contractor shall submit original invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee name, date work was performed, brief description of work performed, and number of hours spent on described task. Invoice must include the project name and/or number, the approved cost estimate(s), and a cost allocation breakdown, which is a detailed hourly breakdown of each charge.

- 5.1.5.7. At the State's request, upon completion of a Project, a written analysis should be provided with final billable hours for the Project. Analysis should be submitted within 28 days of completion of Project and should include a list of participants (e.g., Convention and Visitors Bureaus, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.
- 5.1.5.8. The State will only be invoiced for expenses related to meetings between the Contractor and the State when expenses are pre-approved by the State and pertain to a pre-approved Project. Time and expenses incurred for said meetings will be accounted for in the pre-approved Project budget outlined in the work order/cost estimate.
- 5.1.5.9. The Contractor may invoice the State for attending meetings with industry personnel, professionals, associations or entities only if attendance is pre-approved by the State. The State will reimburse Contractor's travel and other expenses according to Policies and Procedures Memorandum (PPM) 49 guidelines. Unless travel time is pre-approved by the State, hourly rates apply once the Contractor reaches his/her destination.
- 5.1.5.10. All invoices shall be received by the State no later than ten (10) days after expiration of this Contract.
- 5.1.5.11. State will make every reasonable effort to make payments within 60 calendar days of the approval of invoice.

6. TERMINATION

6.1. TERMINATION FOR CAUSE

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

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

6.2. TERMINATION FOR CONVENIENCE

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

6.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate

sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

7. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made,

Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

8. FORCE MAJEURE

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Contract if caused by an act of God or the public enemy, hurricane, severe weather, earthquake, political unrest, acts of war, strikes, government regulations, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), threats to public safety, disease, disaster, civil disorder, curtailment of transportation, shortage of energy, or any other cause beyond the reasonable control of the either party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, and mitigating any losses.

9. CLAIMS OR CONTROVERSIES

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

10. FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

11. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. RIGHT TO AUDIT

The State Legislative Auditor, and/or federal auditors and internal auditors of the Division of Administration and the DCRT shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

13. CONTRACT CHANGES

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, executed by all parties and approved by the Office of State Procurement, Louisiana Division of Administration.

14. CONFIDENTIALITY OF DATA

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

15. SUBCONTRACTORS

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

16. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

17. INSURANCE - see Exhibit B, Insurance Requirements for Contractors

18. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the

19. CODE OF ETHICS

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

20. CORPORATE REQUIREMENTS

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:310- 302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publically traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

21. SEVERABILITY

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

22. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

23. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Contract together with the RFP and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

24. RECORD OWNERSHIP

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

be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract.

25. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

26. RESPONSIBILITY OF THE STATE

The State shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of this Contract is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

27. CARE OF STATE PROPERTY

The Contractor will take every reasonable precaution to safeguard any and all of the State's property entrusted to the Contractor's custody or control.

28. TRANSITION

It is the mutual wish and desire of both State and the Contractor to conduct a smooth, cooperative transition in the event another contractor is selected to perform the services described herein. Therefore, the Contractor agrees to turn over to the State all documents and materials belonging to the State within forty-five (45) days prior to the termination of this Contract.

29. AGENCY STATUS

It is understood by the State and by the Contractor that the Contractor shall function hereunder as an agent of the State and that the State assumes all liability for payment of any and all charges which it approves and which are ordered by the Contractor on behalf of the State during the time period and under the terms and conditions of this Contract.

THUS DONE AND SIGNED at New Orleans (city), LA (state) on the 6th
day of July (month), 2017.

Jenni Argieard
Witness 1 signature

Jenni Argieard
Witness 1 printed name

A Doucette
Witness 2 signature

Erin Doucette
Witness 2 printed name

M. Marc Ehrhardt

Marc Ehrhardt, Partner
The Ehrhardt Group, Inc.

THUS DONE AND SIGNED at Baton Rouge (city), La (state) on the 27th
day of June (month), 2017.

Lindsey Schmitt
Witness 1 signature

Lindsey Schmitt
Witness 1 printed name

Valerie Lewis
Witness 2 signature

Valerie Lewis
Witness 2 printed name

Nancy Watkins for Kyle Edmiston
Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

THUS DONE AND SIGNED at Baton Rouge (city), LA (state) on the 30th
day of June (month), 2017.

Amie B. Buras
Witness 1 signature

Amie B. Buras
Witness 1 printed name

Marlene Curcio
Witness 2 signature

Marlene Curcio
Witness 2 printed name

Rennie S. Buras, II

Rennie S. Buras, II, Deputy Secretary
Louisiana Department of Culture,
Recreation and Tourism

Exhibit A

Glossary

The following definitions are agreed to and have been incorporated into the terms of the Contract:

Advertising - Any paid form of non-personal presentation of ideas, goods or services by an identified sponsor and directed toward the general public or, in some cases, specific prospective client groups, and conveyed by a mass medium.

Brand, Brand Name, and Branding - A brand is a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and marketed. A brand name is the name of the distinctive product, service, or concept. Branding is the process of creating and disseminating the brand name. Branding can be applied to the entire corporate identity as well as to individual product and service names. In marketing, it is recognized that there is usually some kind of branding value whether or not an immediate, direct response can be measured from a particular advertisement or campaign.

Campaign - The comprehensive, research-based marketing plan strategically designed to achieve the Objectives. The campaign shall integrate advertising, public relations, niche marketing strategies, internet-based marketing, product development, sponsorships, promotions, public/private partnerships, inter-agency and inter-governmental initiatives, and other strategies.

Cost Estimate - see "Work Order"

Creative - Activities involved in the creation of marketing materials. It may include copy writing, design, photography, illustration, music, etc.

Crisis or Crisis Management - Times of crisis or crisis management refers to incidents and Acts of God such as hurricanes, flooding, etc. and other situations or events as deem necessary by the Department of Culture, Recreation and Tourism in which emergency public relations, advertising and/or Internet services are needed by the department.

Familiarization Tour ("Fam tour") - A public relations strategy by which third parties (which may include media, tour operators, travel agents, event planners and other travel professionals) are offered free or reduced-rate trips to Louisiana in order to familiarize them with Louisiana as a travel destination and to acquaint them with what particular destinations, attractions, or suppliers have to offer.

Marketing - The discipline of determining the strategy and plans for positioning Louisiana as a travel destination in the marketplace; includes advertising, public relations, product development, and customer relations.

Niche Market - a specific, well-defined market segment, e.g., snowbirds, wedding/honeymoon travelers, eco-tourists, faith-based travelers, sports enthusiasts.

Project - Any specific work, initiative, program, promotion, public/private partnership, or other project under this Contract.

Promotion - All forms of communication other than advertising or public relations that call attention to products and services by adding value toward the purchase. Includes temporary discounts, allowances, premium offers, coupons, contests, sweepstakes, etc.

Public Relations (PR) – All of the activities that contribute to a positive third-party testimonial or discussion of an entity, product, or service. PR planning includes a crisis PR element to handle any negative discussions. The main role of public relations is to gain positive coverage via third-party references and endorsements without direct payment for that coverage, i.e., “earned media.”

Research - Research conducted to improve the efficacy of marketing. It may focus on a specific ad or campaign, or may be directed at a more general understanding of how advertising works or how consumers use the information in advertising. It can entail a variety of research approaches, including psychological, sociological, economic, and other perspectives. It may be quantitative or qualitative.

Tourism Industry – Collections of business firms, organizations and resources that foster or support activities of tourists, in particular by providing services.

Trade Show - Exposition held for members of a common or related industry. Not open to the general public.

Work Order (also: Cost Estimate) – the process by which work done by Contractor on any Project is approved by the State. Before commencing work on any project, Contractor must submit a work order/cost estimate which includes a description of the project and projected costs. No work may commence until written approval is received by the Contractor from the State.

Visitor – A person traveling 50 miles or more, one-way, away from home or including one or more overnights spent at the destination. These trips do not include trips commuting to/from work or school or trips taken as a flight attendant or vehicle operator.

Exhibit B
Insurance Requirements for Contractors

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, the Employers Liability limit is increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana) is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the OLG/DCRT.

b. The Contractor's insurance shall be primary as respects the OLG/DCRT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the OLG/DCRT shall be excess and non-contributory of the Contractor's insurance.

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

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or

suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the OLG/DCRT, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OLG/DCRT.

3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the OLG/DCRT.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the OLG/DCRT with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OLG/DCRT before work commences and upon any Contract renewal thereafter. The OLG/DCRT reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the OLG/DCRT, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for furnishing separate certificates for each subcontractor to the OLG/DCRT. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Exhibit C

GOALS AND OBJECTIVES

- To market, promote and showcase Louisiana as a travel destination;
- To increase revenue generated by the tourism industry;
- To contribute to the economic impact of tourism in all 64 parishes;
- To use effective communications and marketing strategies to increase the effectiveness, public awareness and/or impact of the programs and activities of the OLG/DCRT.
- To position Louisiana as:
 - A destination with a plethora of indigenous music genres;
 - A culinary destination;
 - The "Festival Capital of the World";
 - An outdoor enthusiast's dream;
 - The nation's most distinctive cultural experience;
 - A retirement destination
- To support the OLG/DCRT agencies' programs through effective communication and marketing.

PERFORMANCE MEASURES

The performance of the Contractor will be measured by the Contract Monitor, who is authorized on behalf of the State to evaluate the Contractor's performance against the criteria set forth herein.

MONITORING PLAN

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The monitoring plan is the following:

- All work orders/cost estimates, project forecasts, analyses, reports, proofs and all documentation, drafts, etc. as described in the Scope of Services of this Contract are to be delivered to the Contract Monitor.
- All Project proposals require written approval from the State. The Contract Monitor will provide necessary guidance, instruction, feedback and approvals so that the Contractor can render the services described in the Contract under timetables determined by the parties.
- Contractor and the DCRT staff will meet to discuss projects and evaluate progress. Contract Monitor will ensure services are rendered and deliverables are delivered in a professional manner and in accordance with the Contract. Any deficiencies will be documented and reported in the Contract Performance Evaluation, which will be submitted to the DCRT Office of Management and Finance within 45 days of the termination of this Contract.

FINAL UTILITY OF SERVICES

The services rendered hereunder will be used generally to fulfill the objectives stated above on behalf of the entire OLG/DCRT, and specifically, with regard to services performed for the Office of Tourism to promote and assist the expansion of tourism and the tourism industry in Louisiana; increase employment opportunities for all citizens throughout the state through the orderly but accelerated development of facilities for tourism, travel and hospitality; invite visitors from this nation and foreign countries to visit Louisiana; and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain a positive image and understanding of Louisiana (R.S. 51:1255).

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF LAFAYETTE**

CONTRACT

BE IT KNOWN, the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as the "State," "Agency," or "DCRT," and The Graham Group, Inc., 2014 W. Pinhook Road, Suite 210, Lafayette, LA 70508, hereinafter sometimes referred to as the "Contractor," do hereby enter into this Contract under the following terms and conditions:

1. BACKGROUND

In 2016, the State issued a Request for Proposals to identify a single or multiple contractors to assist the State in the development and implementation of a marketing campaign ("Campaign") that will help the State achieve the Objectives outlined and further defined in the State's Strategic Plan.

The Campaign will be developed and implemented by contractors working collaboratively in three (3) essential areas, which are referred to as "Components":

- | | |
|--------------|---|
| Component 1. | Creative/Marketing/Media/Brand Identity |
| Component 2. | Public Relations |
| Component 3. | Internet/Social Media/Digital Marketing |

2. DEFINITIONS

For purposes of this Contract, the parties agree to the definitions provided in the Glossary, Exhibit A, which is by this reference incorporated into the terms of this Contract.

3. SCOPE OF SERVICES

3.1. OVERVIEW OF SERVICES

As a Contractor for Component 2, Contractor shall be responsible for performing services that support the development and implementation of a research-based strategic Public Relations Plan for the State, while performing related account management services. The Public Relations Plan shall be developed, integrated and implemented in coordination with the development and implementation of the overall Campaign, and shall support that Campaign.

Contractor's duties may include but are not limited to media relations, research, coordination of events and other public relations initiatives, spearheading regional drive market initiatives, and planning and conducting familiarization tours.

All services rendered under this Contract shall be research-based, shall endeavor to produce measurable results, and shall endeavor to demonstrate a positive return on investment.

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

3.2. CONCISE DESCRIPTION OF SERVICES

Contractor may be required to perform some or all of the following, as directed:

3.2.1. CONSULTING SERVICES

- 3.2.1.1. Develop strategies for public relations projects that support the overall Campaign, including but not limited to niche marketing initiatives;

- 3.2.1.2. Develop and maintain relationships with key media contacts to ensure consistent and aggressive editorial outreach;
- 3.2.1.3. Provide developed media pitches and story angles;
- 3.2.1.4. Copywriting and proofing;
- 3.2.1.5. Plan and implement familiarization tours;
- 3.2.1.6. Plan and coordinate public relations/media relations events;
- 3.2.1.7. Work with appropriate State staff on crisis communication as needed;
- 3.2.1.8. Provide content, as directed, for special requests or projects;
- 3.2.1.9. Develop speeches and talking points;
- 3.2.1.10. Identify and recommend public relations opportunities that enhance the Louisiana brand, and determine and implement strategies to maximize the return on the State's investment for participation;
- 3.2.1.11. Fulfill media requests;
- 3.2.1.12. Account management, including status reports and project calendars.

3.2.2. RESEARCH

- 3.2.2.1. At **CONTRACTOR'S EXPENSE**, the Contractor's key personnel shall participate in a designated State-organized tour designed to familiarize Contractor's key personnel with :
 - 3.2.2.1.1. The Louisiana tourism customer;
 - 3.2.2.1.2. Consumer trends that may be relevant to State's marketing programs;
 - 3.2.2.1.3. The Louisiana "product" (i.e., attractions, accommodations, etc.);
 - 3.2.2.1.4. The travel and tourism industry.
- 3.2.2.2. The Contractor's key personnel shall familiarize themselves with relevant research provided by the State and its contracted marketing research vendors.
- 3.2.2.3. Research Projects initiated or otherwise undertaken on behalf of the State must be first approved by the State.
- 3.2.2.4. Third party research to be used for a recommendation to the State must be first reviewed for validity by the State.

3.2.3. ACCOUNT SERVICES, ACCOUNTABILITY AND BUSINESS SUPPORT

- 3.2.3.1. Contractor shall provide account supervision and documentation and shall communicate with the State on the status and timeline of all Projects and Research requested and/or approved by the State.
- 3.2.3.2. Upon State's request, Contractor shall provide monthly and year-end account management reports, including progress reports and budget reports itemized by Project.
- 3.2.3.3. Contractor shall provide State reports, estimates, accounting documentation, and other financial information as necessary to comply with the Contract's terms and conditions.
- 3.2.3.4. Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the Contract and for a period of five (5) years subsequent to the date of the final payment made under this Contract, for audit purposes.
- 3.2.3.5. Contractor shall fully disclose and credit to State all discounts and special offers allowed by suppliers of goods and services purchased in the course of carrying out the services provided herein.

- 3.2.3.6. Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.
- 3.2.3.7. Upon State's request, Contractor shall make oral or written presentations regarding the State's marketing campaigns and components thereof at meetings, conferences, and other events as requested. Upon request, Contractor shall travel to and participate in (a) the Travel and Tourism Summit; (b) meetings of the Louisiana Tourism Development Commission and the Louisiana Tourism Promotion District; (c) meetings of the Louisiana Restaurant Association and Hotel and Lodging Association; (d) the Gulf South chapter of the Travel and Tourism Research Association; (e) Louisiana Association of Convention and Visitors Bureaus; (f) the Louisiana Travel Promotion Association; and (g) other meetings, conferences and events as requested by the State.
- 3.2.3.8. Contractor agrees that any and all rights, title and interest 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 the State, except as may be otherwise provided in any applicable Third Party Approvals (see section 25) approved by the State in a separate, written agreement. The Contractor shall ensure publication and duplication rights are secured for the State prior to delivery, and shall inform the State in writing of any use restrictions under applicable Third Party Approvals first obtained by Contractor after the effective date of this Contract. All intellectual property first developed by Contractor for the State under this Contract shall, to the fullest extent permitted by law, constitute "work for hire" under the United States Copyright Law. The State, as sole owner of all intellectual property developed under this Contract (subject to Third Party Approvals), 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. The Contractor shall obtain for the State all necessary and customary rights sufficient for the intended use of the work. In connection with specific projects, the State may direct Contractor to acquire rights for the State in excess of the customary rights, up to and including all elements of copyright, the legal costs of which, if any, shall be borne by the State. Except as otherwise provided in Section 7 the Contractor shall defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.
- 3.2.3.9. Contractor shall provide monthly, six-month, and year-end accounting of all monies expended. The statement shall include charges for work performed within all work categories, charges for materials, supplies, equipment, services, etc., provided by third party vendors, and the value of services provided at no charge.
- 3.2.3.10. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government.
- 3.2.3.11. Contractor shall provide usual and customary account services and account management. Weekly conference calls may be held to discuss the progress of ongoing projects.
- 3.2.3.12. Contractor shall be responsible for ensuring that there are no errors or oversights in the final deliverables for Component 2 that are produced by or under the supervision of the Contractor, including, but not limited to, advertising, direct mail pieces, publications, press releases, collateral materials, video, CD and audio tapes or other items produced, including materials produced for domestic and international

markets in English and foreign languages. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State or other third parties, including convention and visitors bureaus or similar organizations, industry or trade organizations, attractions, or other businesses, organizations, and individuals, if and to the extent Contractor was reasonable in its reliance upon the accuracy of the information.

- 3.2.3.13. The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the Campaign from meetings or telephone conversations during the term of the Contract.
- 3.2.3.14. Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including laws relating to travel and ethics.
- 3.2.3.15. Contractor must obtain approval from the State before contracting with other tourist destinations and competitors (e.g., convention and visitors bureaus, tourist commissions, other state tourism offices.)

3.3. PROCEDURES FOR PROJECT INITIATION, APPROVAL AND MEASUREMENT

3.3.1. Project Initiation: Prior to commencing any Project, the Contractor shall submit a written work order/cost estimate which should include the following information:

- 3.3.1.1. A high-level description of the Project, including:
 - 3.3.1.1.1. Creative and/or artistic concept;
 - 3.3.1.1.2. Cost estimate including estimated personnel costs, billable hours, third party expenses, materials, etc.;
 - 3.3.1.1.3. Estimated completion date for Project;
 - 3.3.1.1.4. Sources for any materials, supplies, equipment, services, etc. to be provided by non-Contractor personnel. For any Project that includes subcontractors or other vendors, the Contractor shall invite at least one or more Louisiana-based providers to submit proposals, bids, résumés, and/or price quotes for consideration by the Contractor in awarding work to such providers.
- 3.3.1.2. Contractor shall submit upon request, a cost-benefit analysis or a projection/calculation/forecast of the prospective value of the final Project, along with proposed performance measurements and monitoring plan.

3.3.2. Approval and Measurement:

- 3.3.2.1. The State will document receipt of all work orders/cost estimates. The Contractor shall only have the authority to commence work upon its receipt of the State's written approval of the work order/cost estimate.
- 3.3.2.2. In order to receive written approval, re-writes and re-designs may be required of the Contractor.
- 3.3.2.3. The State may cancel any scheduled Project due to non-availability of funds. All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.
- 3.3.2.4. Upon request, following the completion of a Project, the Contractor shall evaluate the Project and provide the State a written analysis on the value derived, compared with the projection/calculation/forecast using the specific performance measurements.

3.4. DELIVERABLES

Deliverables include the Public Relations Plan, initiatives, familiarization tours, and information gathered through research, data, records, reports and other requested supporting documentation of work and services as noted in the Scope of Services.

3.5. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

3.6. SUBSTITUTION OF KEY PERSONNEL

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

4. ADMINISTRATIVE REQUIREMENTS

4.1. TERM OF CONTRACT

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

4.2. STATE FURNISHED RESOURCES

State shall appoint a Contract Monitor for this Contract identified in Exhibit C who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. State shall also provide to Contractor access to state-owned assets, which may include photography, video, and research.

4.3. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 72-0873236.

5. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

5.1. PAYMENT TERMS

- 5.1.1. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$100,000.00 (One Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District. However, all payments will be tied to actual work performed. There is no minimum guaranteed amount to be paid. Contractor will only be paid for actual, approved work on a project-by-project basis.
- 5.1.2. Travel and other reimbursable expenses constitute part of the total maximum payable under the Contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).
- 5.1.3. Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge.
- 5.1.4. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State.
- 5.1.5. Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor(s), as follows:
- 5.1.5.1. State agrees to pay the Contractor according to the following rate schedule:

<u>FUNCTION</u>	<u>PER HOUR</u>
President	\$95
Sr. Vice President/Account Supervisor	\$95
Account Supervisor	\$95
Senior Account Executive	\$95
Account Executive	\$85
Creative Director	\$95
President (Gamble Communications)	\$125
PR Director of Strategy (Gamble Communications)	\$125
PR Communications Manager (Gamble Comm.)	\$125
PR Strategist (Gamble Communications)	\$125

- 5.1.5.2. Contractor cannot bill for time to prepare unsolicited work orders/proposals.
- 5.1.5.3. Contractor may bill for time spent preparing work orders/cost estimates requested by the State.
- 5.1.5.4. Expenses, viz. telephone charges, materials for meeting preparations and presentations, meeting expenses, ground and air freight shipping, delivery and postage, and other expenses incurred in the course of performing the services required under this Contract may be billed to the State on a cost basis except for normal business long distance calls made within the state. The Contractor may also bill the State on a cost basis for approved expenses that include, but are not limited to:
- 5.1.5.4.1. Marketing initiatives including sponsorship programs, familiarization tours (including, but not limited to, hotel rooms, meals, admission to attractions, transportation), trade shows (including travel, registration and production of trade show booths), and sales missions.
- 5.1.5.5. Contractor shall invoice the State monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.
- 5.1.5.6. Contractor shall submit original invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee

name, date work was performed, brief description of work performed, and number of hours spent on described task. Invoice must include the project name and/or number, the approved cost estimate(s), and a cost allocation breakdown, which is a detailed hourly breakdown of each charge.

5.1.5.7. At the State's request, upon completion of a Project, a written analysis should be provided with final billable hours for the Project. Analysis should be submitted within 28 days of completion of Project and should include a list of participants (e.g., Convention and Visitors Bureaus, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.

5.1.5.8. The State will only be invoiced for expenses related to meetings between the Contractor and the State when expenses are pre-approved by the State and pertain to a pre-approved Project. Time and expenses incurred for said meetings will be accounted for in the pre-approved Project budget outlined in the work order/cost estimate.

5.1.5.9. The Contractor may invoice the State for attending meetings with industry personnel, professionals, associations or entities only if attendance is pre-approved by the State. The State will reimburse Contractor's travel and other expenses according to Policies and Procedures Memorandum (PPM) 49 guidelines. Unless travel time is pre-approved by the State, hourly rates apply once the Contractor reaches his/her destination.

5.1.5.10. All invoices shall be received by the State no later than ten (10) days after expiration of this Contract.

5.1.5.11. State will make every reasonable effort to make payments within 60 calendar days of the approval of invoice.

6. TERMINATION

6.1. TERMINATION FOR CAUSE

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

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

6.2. TERMINATION FOR CONVENIENCE

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

6.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

7. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance,

or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

8. FORCE MAJEURE

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Contract if caused by an act of God or the public enemy, hurricane, severe weather, earthquake, political unrest, acts of war, strikes, government regulations, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), threats to public safety, disease, disaster, civil disorder, curtailment of transportation, shortage of energy, or any other cause beyond the reasonable control of the either party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, and mitigating any losses.

9. CLAIMS OR CONTROVERSIES

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

10. FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

11. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. RIGHT TO AUDIT

The State Legislative Auditor, and/or federal auditors and internal auditors of the Division of Administration and the DCRT shall have the option to audit all accounts directly pertaining to

the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

13. CONTRACT CHANGES

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, executed by all parties and approved by the Office of State Procurement, Louisiana Division of Administration.

14. CONFIDENTIALITY OF DATA

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

15. SUBCONTRACTORS

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

16. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

17. INSURANCE - see Exhibit B, Insurance Requirements for Contractors

18. GOVERNING LAW

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

19. CODE OF ETHICS

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

20. CORPORATE REQUIREMENTS

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:310 - 302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publically traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

21. SEVERABILITY

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

22. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

23. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Contract together with the RFP and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

24. RECORD OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract. Copies of all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor

in connection with the performance of the services contracted for herein, including intellectual property rights in such material, shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this Contract.

25. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

26. RESPONSIBILITY OF THE STATE

The State shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of this Contract is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

27. CARE OF STATE PROPERTY

The Contractor will take every reasonable precaution to safeguard any and all of the State's property entrusted to the Contractor's custody or control.

28. TRANSITION

It is the mutual wish and desire of both State and the Contractor to conduct a smooth, cooperative transition in the event another contractor is selected to perform the services described herein. Therefore, the Contractor agrees to turn over to the State all documents and materials belonging to the State within forty-five (45) days prior to the termination of this Contract.

29. AGENCY STATUS

It is understood by the State and by the Contractor that the Contractor shall function hereunder as an agent of the State and that the State assumes all liability for payment of any and all charges which it approves and which are ordered by the Contractor on behalf of the State during the time period and under the terms and conditions of this Contract.

THUS DONE AND SIGNED at Lafayette (city), LA (state) on the 6th
day of July (month), 2017.

Michelle Constanten
Witness 1 signature

Michelle Constanten
Witness 1 printed name

Elizabeth Perry
Witness 2 signature

Elizabeth Perry
Witness 2 printed name

George Graham
George Graham, President/CEO
The Graham Group

THUS DONE AND SIGNED at Baton Rouge (city), LA (state) on the 27th
day of June (month), 2017.

Lindsey Schmitt
Witness 1 signature

Lindsey Schmitt
Witness 1 printed name

Valerie Lewis
Witness 2 signature

Valerie Lewis
Witness 2 printed name

Nancy Watkins for Kyle Edmiston
Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

THUS DONE AND SIGNED at Baton Rouge (city), LA (state) on the 30th
day of June (month), 2017.

Amie B. Buras
Witness 1 signature

Amie B. Buras
Witness 1 printed name

Marlene Curcio
Witness 2 signature

Marlene Curcio
Witness 2 printed name

Rennie S. Buras, II
Rennie S. Buras, II, Deputy Secretary
Louisiana Department of Culture,
Recreation and Tourism

Exhibit A

Glossary

The following definitions are agreed to and have been incorporated into the terms of the Contract:

Advertising - Any paid form of non-personal presentation of ideas, goods or services by an identified sponsor and directed toward the general public or, in some cases, specific prospective client groups, and conveyed by a mass medium.

Brand, Brand Name, and Branding - A brand is a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and marketed. A brand name is the name of the distinctive product, service, or concept. Branding is the process of creating and disseminating the brand name. Branding can be applied to the entire corporate identity as well as to individual product and service names. In marketing, it is recognized that there is usually some kind of branding value whether or not an immediate, direct response can be measured from a particular advertisement or campaign.

Campaign - The comprehensive, research-based marketing plan strategically designed to achieve the Objectives. The campaign shall integrate advertising, public relations, niche marketing strategies, internet-based marketing, product development, sponsorships, promotions, public/private partnerships, inter-agency and inter-governmental initiatives, and other strategies.

Cost Estimate - see "Work Order"

Creative - Activities involved in the creation of marketing materials. It may include copy writing, design, photography, illustration, music, etc.

Crisis or Crisis Management - Times of crisis or crisis management refers to incidents and Acts of God such as hurricanes, flooding, etc. and other situations or events as deem necessary by the Department of Culture, Recreation and Tourism in which emergency public relations, advertising and/or Internet services are needed by the department.

Familiarization Tour ("Fam tour") - A public relations strategy by which third parties (which may include media, tour operators, travel agents, event planners and other travel professionals) are offered free or reduced-rate trips to Louisiana in order to familiarize them with Louisiana as a travel destination and to acquaint them with what particular destinations, attractions, or suppliers have to offer.

Marketing - The discipline of determining the strategy and plans for positioning Louisiana as a travel destination in the marketplace; includes advertising, public relations, product development, and customer relations.

Niche Market - a specific, well-defined market segment, e.g., snowbirds, wedding/honeymoon travelers, eco-tourists, faith-based travelers, sports enthusiasts.

Project - Any specific work, initiative, program, promotion, public/private partnership, or other project under this Contract.

Promotion - All forms of communication other than advertising or public relations that call attention to products and services by adding value toward the purchase. Includes temporary discounts, allowances, premium offers, coupons, contests, sweepstakes, etc.

Public Relations (PR) – All of the activities that contribute to a positive third-party testimonial or discussion of an entity, product, or service. PR planning includes a crisis PR element to handle any negative discussions. The main role of public relations is to gain positive coverage via third-party references and endorsements without direct payment for that coverage, i.e., “earned media.”

Research - Research conducted to improve the efficacy of marketing. It may focus on a specific ad or campaign, or may be directed at a more general understanding of how advertising works or how consumers use the information in advertising. It can entail a variety of research approaches, including psychological, sociological, economic, and other perspectives. It may be quantitative or qualitative.

Tourism Industry – Collections of business firms, organizations and resources that foster or support activities of tourists, in particular by providing services.

Trade Show - Exposition held for members of a common or related industry. Not open to the general public.

Work Order (also: Cost Estimate) – the process by which work done by Contractor on any Project is approved by the State. Before commencing work on any project, Contractor must submit a work order/cost estimate which includes a description of the project and projected costs. No work may commence until written approval is received by the Contractor from the State.

Visitor – A person traveling 50 miles or more, one-way, away from home or including one or more overnights spent at the destination. These trips do not include trips commuting to/from work or school or trips taken as a flight attendant or vehicle operator.

Exhibit B
Insurance Requirements for Contractors

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, the Employers Liability limit is increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana) is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the OLG/DCRT.

b. The Contractor's insurance shall be primary as respects the OLG/DCRT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the OLG/DCRT shall be excess and non-contributory of the Contractor's insurance.

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

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or

suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the OLG/DCRT, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OLG/DCRT.

3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the OLG/DCRT.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the OLG/DCRT with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OLG/DCRT before work commences and upon any Contract renewal thereafter. The OLG/DCRT reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the OLG/DCRT, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for furnishing separate certificates for each subcontractor to the OLG/DCRT. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Exhibit C

GOALS AND OBJECTIVES

- To market, promote and showcase Louisiana as a travel destination;
- To increase revenue generated by the tourism industry;
- To contribute to the economic impact of tourism in all 64 parishes;
- To use effective communications and marketing strategies to increase the effectiveness, public awareness and/or impact of the programs and activities of the OLG/DCRT.
- To position Louisiana as:
 - A destination with a plethora of indigenous music genres;
 - A culinary destination;
 - The "Festival Capital of the World";
 - An outdoor enthusiast's dream;
 - The nation's most distinctive cultural experience;
 - A retirement destination
- To support the OLG/DCRT agencies' programs through effective communication and marketing.

PERFORMANCE MEASURES

The performance of the Contractor will be measured by the Contract Monitor, who is authorized on behalf of the State to evaluate the Contractor's performance against the criteria set forth herein.

MONITORING PLAN

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The monitoring plan is the following:

- All work orders/cost estimates, project forecasts, analyses, reports, proofs and all documentation, drafts, etc. as described in the Scope of Services of this Contract are to be delivered to the Contract Monitor.
- All Project proposals require written approval from the State. The Contract Monitor will provide necessary guidance, instruction, feedback and approvals so that the Contractor can render the services described in the Contract under timetables determined by the parties.
- Contractor and the DCRT staff will meet to discuss projects and evaluate progress. Contract Monitor will ensure services are rendered and deliverables are delivered in a professional manner and in accordance with the Contract. Any deficiencies will be documented and reported in the Contract Performance Evaluation, which will be submitted to the DCRT Office of Management and Finance within 45 days of the termination of this Contract.

FINAL UTILITY OF SERVICES

The services rendered hereunder will be used generally to fulfill the objectives stated above on behalf of the entire OLG/DCRT, and specifically, with regard to services performed for the Office of Tourism to promote and assist the expansion of tourism and the tourism industry in Louisiana; increase employment opportunities for all citizens throughout the state through the orderly but accelerated development of facilities for tourism, travel and hospitality; invite visitors from this nation and foreign countries to visit Louisiana; and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain a positive image and understanding of Louisiana (R.S. 51:1255).

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

CONTRACT

BE IT KNOWN, the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as the "State," "Agency," or "DCRT," and Miles Partnership, LLLP, 6751 Professional Parkway West, Suite 200, Sarasota, FL 34240, hereinafter sometimes referred to as the "Contractor," do hereby enter into this Contract under the following terms and conditions:

1. BACKGROUND

In 2016, the State issued a Request for Proposals to identify a single or multiple contractors to assist the State in the development and implementation of a marketing campaign ("Campaign") that will help the State achieve the Objectives outlined and further defined in the State's Strategic Plan.

The Campaign will be developed and implemented by contractors working collaboratively in three (3) essential areas, which are referred to as "Components":

- | | |
|--------------|---|
| Component 1. | Creative/Marketing/Media/Brand Identity |
| Component 2. | Public Relations |
| Component 3. | Internet/Social Media/Digital Marketing |

2. DEFINITIONS

For purposes of this Contract, the parties agree to the definitions provided in the Glossary, Exhibit A, which is by this reference incorporated into the terms of this Contract.

3. SCOPE OF SERVICES

3.1. OVERVIEW OF SERVICES

Contractor shall provide services for Component 3, Internet/Social Media/Digital Marketing. As such, Contractor shall be responsible for Internet advertising and marketing, including website development and/or enhancements; customer acquisition and email retention campaigns; multimedia presentations; and account management services, including status reports and project calendars. The State's Internet/Social Media/Digital Marketing plan shall be developed, integrated and implemented in coordination with the development and implementation of the overall Campaign, and shall support and/or complement that Campaign.

All services rendered under this Contract shall be research-based, shall endeavor to produce measurable results, and shall endeavor to demonstrate a positive return on investment.

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

3.2. CONCISE DESCRIPTION OF SERVICES

Contractor may be required to perform some or all of the following, as directed:

3.2.1. CONSULTING SERVICES

- 3.2.1.1. Website design, programming, coding and scripting that may include design or redesign of any component(s) of LouisianaTravel.com and its ancillary sites, and addition or deletion of content as approved by DCRT;

- 3.2.1.2. Manage and maintain website with updates, edits, corrections, insertions and photo replacements; add news or press releases; add or edit records in databases and tables; and add and delete menu items;
- 3.2.1.3. Design and develop modules that emphasize core themes such as Louisiana's cuisine, festivals, culture, and outdoor activities as directed by DCRT (see Louisiana cuisine module at: <http://www.LouisianaTravel.com/culinary>);
- 3.2.1.4. Copywriting/proofing;
- 3.2.1.5. Design and complete audience- and activity- specific modules similar in scope to those found under African-American Heritage, Biking, Birding, Charter Fishing, Golf and others under "Things to Do" (<http://www.LouisianaTravel.com/things-to-do>);
- 3.2.1.6. Produce and send e-newsletters to more than 271,500 subscribers in LouisianaTravel.com's database;
- 3.2.1.7. Manage business and event listings on LouisianaTravel.com;
- 3.2.1.8. Develop new or adapt existing media landing pages for new advertising campaigns and include link tracking code for evaluating success;
- 3.2.1.9. Recommend and implement approved improvements and additions to LouisianaTravel.com and ancillary social media;
- 3.2.1.10. Mitigate problem areas where web pages do not load properly; improve page load times; identify and eliminate bottlenecks; find and eliminate or fix broken links; improve navigation to simplify visitor access to information; proof text carefully; find and correct typos and spelling and grammar errors;
- 3.2.1.11. Identify and delete unpopular content after receiving approval from DCRT;
- 3.2.1.12. Identify the most popular content and augment its landing page with hyperlinks to similar content that will keep visitors on the site longer;
- 3.2.1.13. Adhere to code, style and accessibility standards;
- 3.2.1.14. Ensure code and style compliance with mobile browsers on phone and tablet devices running Android OS, Apple iOS, Windows and Blackberry OS;
- 3.2.1.15. Code for compliance with provisions in Section 508 of the U.S. Rehabilitation Act covering electronic and information technology accessibility standards that address the needs of blind and optically challenged individuals;
- 3.2.1.16. Employ text with appropriate keywords to optimize access for spiders that index content and inform search engines like Google and Yahoo;
- 3.2.1.17. Provide DCRT web statistics bi-monthly including detailed traffic statistics, usage trends, site rankings, number of links, most common keywords searched and trend analysis available for free through Google Analytics online advertising tracking portal;
- 3.2.1.18. Archive and make accessible all analytics reports and statistics for a period of three years subsequent to the termination of the contract for future diachronic comparison and trend analysis;
- 3.2.1.19. Perform Search Engine Optimization (SEO) to improve LouisianaTravel.com's ranking in the search engines' natural (organic) search results and thus attract more visitors; employ the full range of legitimate techniques to optimize on-page factors; acquire more qualified inbound (one-way) links;
- 3.2.1.20. Use Search Engine Marketing (SEM) strategies and tactics to increase the number and quality of leads generated by the search engines;
- 3.2.1.21. Employ paid search advertising;

- 3.2.1.22. Measure the success of search engine advertising and forward to DCRT through monthly progress reports;
- 3.2.1.23. Provide URLs to Web Ad site statistics where DCRT can review and verify tables and statistics on cost and overall success;
- 3.2.1.24. Conduct focus group evaluation from a representative sample of LouisianaTravel.com's target market and gauge their response to graphic design, navigation and usability; follow up with a corrective mitigation plan that resolves the most common issues identified during focus group testing;
- 3.2.1.25. Geocode locations with decimal Lat/Long for the increasing number of travelers navigating with mobile GPS devices;
- 3.2.1.26. Manage, improve, monitor, and post regular updates to LouisianaTravel.com-related social media sites that include, but are not limited to, externally hosted Facebook page, Blog, Twitter, Flickr, YouTube, Pinterest, Google+ and Instagram;
- 3.2.1.27. Detail an experienced social media specialist to manage, maintain, upload and respond to all social media;
- 3.2.1.28. Introduce new social media in response to genre and popularity shifts;
- 3.2.1.29. Proctor interaction with public via blog and tweets to keep the social media presence authentic, consistent, active and popular;
- 3.2.1.30. Provide updates to each genre to seed the sites with text, photos, and video until the volume of visitor uploads reduces the need for social media professional involvement;
- 3.2.1.31. Provide multimedia including high resolution digital still images, digital videos, digital audio, expert Photoshop service, expert digital video editing service, expert digital audio mixing service, and other services related to the creation of professional multimedia content for the site;
- 3.2.1.32. Provide low budget, student quality videos of topical items for quick edit and strategic posting on YouTube and other popular video sharing sites on the social web to strategically generate interest in events such as Mardi Gras, music festivals, food festivals, folk festivals;
- 3.2.1.33. Provide and produce online outreach, lead-generation services, and effective email campaigns;
- 3.2.1.34. Provide topical video e-mail, video profiles, live streaming video, public cellular wifi and related services;
- 3.2.1.35. Account management, including status reports and project calendars.

3.2.2. MEDIA

- 3.2.2.1. Negotiate, place, purchase, and traffic media in a timely and professional manner to take advantage of discounts, special promotions, media position, and added-value opportunities that may benefit the State.
- 3.2.2.2. Propose media purchases, providing market demographics, flight dates, impression level, Cost Per Click (CPC) and Cost Per Mille (CPM).
- 3.2.2.3. Provide post-analysis for each market, including actual number of impressions delivered, Click Thru Rate (CTR), Cost Per Mille (CPM), media affidavits, and a full accounting of any/all "make-goods".
- 3.2.2.4. Propose, administer, manage and promote media collaborations, sponsorships and cooperative advertising programs.

- 3.2.2.5. Develop and manage cooperative advertising programs in association with approved media plans and/or on-line marketing strategies, to include identification of cooperative opportunities, solicitation of participants, recommendation of pricing, and preparation and distribution of sales and other collateral material.
- 3.2.2.6. Provide a quarterly updated schedule of participation in cooperative advertising programs, detailing participation levels.
- 3.2.2.7. Field, evaluate, make recommendations (to State), and respond to unsolicited advertising opportunities.
- 3.2.2.8. Provide State traffic reports to determine if media was placed as requested and provide post-buy analyses and media audits of advertising campaigns.

3.2.3. RESEARCH

- 3.2.3.1. At **CONTRACTOR'S EXPENSE**, the Contractor's key personnel shall participate in a designated State-organized tour designed to familiarize Contractor's key personnel with :
 - 3.2.3.1.1. The Louisiana tourism customer;
 - 3.2.3.1.2. Consumer trends that may be relevant to State's marketing programs;
 - 3.2.3.1.3. The Louisiana "product" (e.g., attractions, accommodations, etc.);
 - 3.2.3.1.4. The travel and tourism industry.
- 3.2.3.2. The Contractor's key personnel shall familiarize themselves with relevant research provided by the State and its contracted marketing research vendors.
- 3.2.3.3. Research Projects initiated or otherwise undertaken on behalf of the State must be first approved by the State.
- 3.2.3.4. Third party research to be used for a recommendation to the State must be first reviewed for validity by the State.

3.2.4. ACCOUNT SERVICES, ACCOUNTABILITY AND BUSINESS SUPPORT

- 3.2.4.1. Contractor shall provide account supervision and documentation and shall communicate with the State on the status and timeline of all Projects and Research requested and/or approved by the State. Upon State's request, Contractor shall provide monthly and year-end account management reports, including progress reports and budget reports itemized by Project.
- 3.2.4.2. Contractor shall provide State reports, estimates, accounting documentation, and other financial information as necessary to comply with the Contract's terms and conditions.
- 3.2.4.3. Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the Contract and for a period of five (5) years subsequent to the date of the final payment made under this Contract, for audit purposes.
- 3.2.4.4. Contractor shall fully disclose and credit to State all discounts and special offers allowed by suppliers of goods and services purchased in the course of carrying out the services provided herein.
- 3.2.4.5. Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.
- 3.2.4.6. Upon State's request, Contractor shall make oral or written presentations regarding the State's marketing campaigns and components thereof at meetings, conferences, and other events as requested. Upon request, Contractor shall travel to

and participate in (a) the Travel and Tourism Summit; (b) meetings of the Louisiana Tourism Development Commission and the Louisiana Tourism Promotion District; (c) meetings of the Louisiana Restaurant Association and Hotel and Lodging Association; (d) the Gulf South chapter of the Travel and Tourism Research Association; (e) Louisiana Association of Convention and Visitors Bureaus; (f) the Louisiana Travel Promotion Association; and (g) other meetings, conferences and events as requested by the State.

- 3.2.4.7. Contractor agrees that any and all rights, title and interest 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 the State, except as may be otherwise provided in any applicable Third Party Approvals (see section 26) approved by the State in a separate, written agreement. The Contractor shall ensure publication and duplication rights are secured for the State prior to delivery, and shall inform the State in writing of any use restrictions under applicable Third Party Approvals first obtained by Contractor after the effective date of this Contract. All intellectual property first developed by Contractor for the State under this Contract shall, to the fullest extent permitted by law, constitute "work for hire" under the United States Copyright Law. The State, as sole owner of all intellectual property developed under this Contract (subject to Third Party Approvals), 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. The Contractor shall obtain for the State all necessary and customary rights sufficient for the intended use of the work. In connection with specific projects, the State may direct Contractor to acquire rights for the State in excess of the customary rights, up to and including all elements of copyright, the legal costs of which, if any, shall be borne by the State. Except as otherwise provided in Section 8, the Contractor shall defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.
- 3.2.4.8. Contractor shall provide monthly, six-month, and year-end accounting of all monies expended. The statement shall include charges for work performed within all work categories, charges for materials, supplies, equipment, services, etc., provided by third party vendors, and the value of services provided at no charge.
- 3.2.4.9. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government.
- 3.2.4.10. The Contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed. Contractor shall provide usual and customary account services and account management. Weekly conference calls may be held to discuss the progress of ongoing projects.
- 3.2.4.11. Contractor shall be responsible for ensuring that there are no errors or oversights in the final deliverables for Component 3, that are produced by or under the supervision of Contractor, including, but not limited to, advertising, direct mail pieces, publications, press releases, collateral materials, video, CD and audio tapes or other items produced, including materials produced for domestic and international markets in English and foreign languages. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State or other third parties, including

convention and visitors bureaus or similar organizations, industry or trade organizations, attractions, or other businesses, organizations, and individuals, if and to the extent Contractor was reasonable in its reliance upon the accuracy of the information.

- 3.2.4.12. The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the Campaign from meetings or telephone conversations during the term of the Contract.
- 3.2.4.13. Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including laws relating to travel and ethics.
- 3.2.4.14. Contractor must obtain approval from the State before contracting with other tourism destinations and competitors (e.g., convention and visitors bureaus, tourist commissions, other state tourism offices.)

3.3. PROCEDURES FOR PROJECT INITIATION, APPROVAL AND MEASUREMENT

3.3.1. Project Initiation: Prior to commencing any Project, the Contractor shall submit a written work order/cost estimate which should include the following information:

- 3.3.1.1. A high-level description of the Project, including:
- 3.3.1.2. Creative and/or artistic concept
- 3.3.1.3. Cost estimate including estimated personnel costs, billable hours, third party expenses, media costs, materials, etc.
- 3.3.1.4. Estimated completion date for Project.
- 3.3.1.5. Sources for any materials, supplies, equipment, services, etc. to be provided by non-Contractor personnel. For any Project that includes subcontractors or other vendors, the Contractor shall invite at least one or more Louisiana-based providers to submit proposals, bids, résumés, and/or price quotes for consideration by the Contractor in awarding work to such providers.
 - 3.3.1.5.1. Contractor shall submit upon request, a cost-benefit analysis or a projection/calculation/forecast of the prospective value of the final Project, along with proposed performance measurements and monitoring plan.
- 3.3.1.6. Approval and Measurement:
 - 3.3.1.6.1. The State will document receipt of all work orders/cost estimates. The Contractor shall only have the authority to commence work upon its receipt of the State's written approval of the work order/cost estimate.
 - 3.3.1.6.2. In order to receive written approval, re-writes and re-designs may be required of the Contractor.
 - 3.3.1.6.3. The State may cancel any scheduled Project due to non-availability of funds.
 - 3.3.1.6.4. All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.
 - 3.3.1.6.5. Upon request, following the completion of a Project, the Contractor shall evaluate the Project and provide the State a written analysis on the value derived, compared with the projection/calculation/forecast using the specific performance measurements.

3.4. DELIVERABLES

Deliverables include services outlined in the Scope of Services for Component 3, Internet/Social Media/Digital Marketing. Contractor shall be responsible for Internet advertising and marketing, including website development and enhancements; customer

acquisition and email retention campaigns; multimedia presentations; and account management services, including status reports and project calendars. In collaboration with the State and other State-selected contractors, Contractor shall research and develop a Strategic Plan for Internet/Social Media/Digital Marketing to include recommended project priorities with associated budgets and timelines, plus performance objectives.

3.5. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

3.6. SUBSTITUTION OF KEY PERSONNEL

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

4. ADMINISTRATIVE REQUIREMENTS

4.1. TERM OF CONTRACT

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of (three) 3 years with the concurrence of the Contractor and all appropriate approvals.

4.2. STATE FURNISHED RESOURCES

State shall appoint a Contract Monitor for this Contract identified in Exhibit C who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. State shall also provide to Contractor access to state-owned assets, which may include photography, video, and research.

4.3. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 02-0761406.

5. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

5.1. PAYMENT TERMS

- 5.1.1. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$1,500,000.00 (One Million Five Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District. However, all payments will be tied to actual work performed. There is no minimum guaranteed amount to be paid. Contractor will only be paid for actual, approved work on a project-by-project basis.
- 5.1.2. Travel and other reimbursable expenses constitute part of the total maximum payable under the Contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).
- 5.1.3. Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge.
- 5.1.4. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State.
- 5.1.5. Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor(s), as follows:
- 5.1.5.1. Contractor will not earn a commission on media purchases/placements.
- 5.1.5.2. Contractor will provide hosting services at no charge.
- 5.1.5.3. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State.
- 5.1.5.4. State agrees to pay the Contractor according to the following rate schedule:

<u>FUNCTION</u>	<u>PER HOUR</u>
Account Director	\$100
Web Editor/Project Manager	\$100
Director of Social Media Strategy	\$120
Art Director	\$100
Web Developer	\$130
eMail Marketing Programmer	\$115
Data Manager	\$20
Content Manager	\$100
Media Supervisor	\$100
Digital Analyst	\$115
VP of Media Strategy & Insights	\$125
Senior Vice President/Account Principal	\$85
Creative Director	\$85
Director of Research and Online Marketing	\$85
IT Director	\$85

- 5.1.5.5. Expenses, viz. telephone charges, materials for meeting preparations and presentations, meeting expenses, ground and air freight shipping, delivery and postage, and other expenses incurred in the course of performing the services required under this Contract may be billed to the State on a cost basis except for normal business long distance calls made within the state. The Contractor may also bill the State on a cost basis for approved expenses that include, but are not limited to:
- 5.1.5.5.1. Media production services and production of creative collateral and media support materials, e.g., graphic design, photography, videography, digital

or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sounds, or property; preparing mechanical art and/or advertisements and other materials.

5.1.5.5.2. Services and expenses required to store, manage and maintain the assets that are owned outright or licensed by the State, including visual, music, multi-media, audio, trademarks, service marks, taglines, copy, coding, artwork, names, likenesses of people, etc., and all documents, materials, creative work product developed in connection with this Contract.

5.1.5.5.3. Media placement and marketing initiatives including cooperative advertising campaigns, sponsorship programs and inquiry fulfillment.

5.1.5.6. Contractor shall invoice the State monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.

5.1.5.7. Contractor shall submit original invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee name, date work was performed, brief description of work performed, and number of hours spent on described task. Invoice must include the project name and/or number, the approved cost estimate(s), and a cost allocation breakdown, which is a detailed hourly breakdown of each charge.

5.1.5.8. At the State's request, upon completion of a Project, a written analysis should be provided with final billable hours for the Project. Analysis should be submitted within 28 days of completion of Project and should include a list of participants (e.g., Convention and Visitors Bureaus, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.

5.1.5.9. The State will only be invoiced for expenses related to meetings between the Contractor and the State when expenses are pre-approved by the State and pertain to a pre-approved Project. Time and expenses incurred for said meetings will be accounted for in the pre-approved Project budget outlined in the work order/cost estimate.

5.1.5.10. The Contractor may invoice the State for attending meetings with industry personnel, professionals, associations or entities only if attendance is pre-approved by the State. The State will reimburse Contractor's travel and other expenses according to Policies and Procedures Memorandum (PPM) 49 guidelines. Unless travel time is pre-approved by the State, hourly rates apply once the Contractor reaches his/her destination.

5.1.5.11. All invoices shall be received by the State no later than ten (10) days after expiration of this Contract.

5.1.5.12. State will make every reasonable effort to make payments within 60 calendar days of the approval of invoice.

6. SERVICE LEVEL AGREEMENT CRITERIA

6.1. BUSINESS IMPACT

Contractor recognizes there are serious financial implications when a disruptive event in the host data center takes LouisianaTravel.com offline. Based on a \$1 million dollar contract, LouisianaTravel.com costs the state \$2,740 daily and \$114 hourly. Assuming a break even

return on investment, the state loses at least \$114 every hour and \$2,740 every day the website is down. A schedule of penalties is necessary to recover revenue lost when the website is down, damaged or destroyed.

A schedule of penalties below shall reimburse State for avoidable website down time. Thus it is Contractors responsibility to ensure the website can be quickly restored and put back online even if the data center where it's installed burns to the ground. Continuity of service is dependent on the quality of the Data Center that provides web hosting for LouisianaTravel.com.

6.2. WEB HOSTING

The Louisiana Office of Tourism requires high standards of performance from a professional, web hosting firm in a secure data center with direct connections to the global internet backbone, managed services, and published performance metrics including uptime for at least the past three years.

Contractor must recommend appropriate and cost effective professional web hosting options addressing: scalability, peak traffic, server response time, stability, uptime, facility reputation, years in business, number of clients, backup generator power (a minimum of 72 hours fuel on-hand), redundant data circuits/carriers, fire suppression technology, physical access security, digital firewall and filtering security, on-line security, secure socket layer (SSL), replication, backup and recovery options, business continuity planning, and disaster recovery at a hot or cold site geographically distant from the primary hosting data center.

Contractor shall be penalized for reduced data center performance and unscheduled downtime, including disaster recovery that meet the criteria below under Schedule of Penalties.

Therefore:

- LouisianaTravel.com must be hosted at a large, well established data center that has multiple affiliated data centers in the United States and abroad. The data center must provide a full suite of managed web services, managed web environments and managed web applications. The data center must provide professional services and expert technical support for website replication to a geographically remote hot or cold disaster recovery site.
- LouisianaTravel.com will be hosted in a data center that follows best practices for failover from primary systems to backup systems for power and HVAC. It must have a monitored N+1 UPS system that provides instant failover for continuity during a power failure. The UPS system must be capable of supplying 100% of data center power demand for no less than 15 minutes after the power failure. For power failures that extend beyond 15 minutes, data center must have 72 hours of fuel on-hand to power LouisianaTravel.com

Additionally, the data center that hosts LouisianaTravel.com must have:

- Multiple high speed communications feeds from Tier 1 carriers such as Verizon, AT&T and others that connect directly to the primary internet backbone providing very fast, fault tolerant internet service.
- Electrical systems with primary and secondary PDU's and dual path electrical distribution.

- Modern fire protection including detection and abatement systems employing dry systems like FM 200 and Inergen.
- Security systems including perimeter security for the building and secured access within the data center
- A minimum Server uptime of 99.5% based on a rolling 30-day period.
- Fast servers, network components, data circuits and integrated Akamai or another distributed content delivery system so 98% of web access requests are addressed within .25/sec (server/internal).
- Load balancing to adjust to surges in the numbers of web page requests that may spike into hundreds or thousands per hour.
- Circuit speed measured by www.broadband.gov must be consistently 10 mbps up/down or faster, regardless of local data center load. This condition will be ignored when regional or national degraded Internet conditions are responsible for slow response time.
- Run weekly reports that summarize service metrics identified above.

Contractor is responsible for hosting LouisianaTravel.com at a data center with professionally managed backup and recovery service providing incremental backup, full backup and server snapshots. Contractor will establish a backup file retention schedule adequate to restore the entire website or any part of the website to its precise state current to within 24 hours of disruption or destruction.

If data center is destroyed, Contractor will fully restore LouisianaTravel.com from backup media at an alternate data center that conforms to the specifications detailed above. Contractor will get the website back online within 48 hours of the loss of the original site.

6.3. SCHEDULE OF PENALTIES

- Penalty for network, infrastructure and hardware service failure after 30 minutes of downtime billed at \$57 per subsequent 30 minute period or portion thereof, capped at \$1,000 and reimbursed with in-kind web programming by Contractor.
- Penalty for failure to restore the entire website and get it back online within 48 hours after total destruction of the original website billed at \$114 for the 49th hour and then \$114 for each subsequent hour or portion thereof. State will be reimbursed with in-kind web programming by Contractor.
- Penalty 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 be billed at \$25 per instance. Total capped at \$500 and reimbursed with in-kind web programming by Contractor.
- Penalty for exceeding load (>200 transactions per minute) once or multiple times over a day (24 hours) shall be billed at \$25 per day, capped at \$500 and reimbursed with in-kind web programming by Contractor.
- Penalty for 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 billed at \$25 per day, capped at \$500 and reimbursed with in-kind web programming by Contractor.
- Penalty 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 billed at \$57 per incident, capped at \$750 and reimbursed with in kind web programming by Contractor.

- Penalty waived for scheduled maintenance up to two (2) hours per month provided Contractor and the State are notified no fewer than 3 days (72 hrs.) prior to beginning of maintenance.
- 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.
- Up to 15 minutes of maintenance may be unanticipated emergency maintenance that may be required without prior notification of Contractor and the State.

6.4. WARRANTIES

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

- 6.4.1. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate at expiration of this Contract.
- 6.4.2. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.
- 6.4.3. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards.
- 6.4.4. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.
- 6.4.5. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

7. TERMINATION

7.1. TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt

of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may cause cancellation of the Contract.

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

7.2. TERMINATION FOR CONVENIENCE

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

7.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

8. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

9. FORCE MAJEURE

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Contract if caused by an act of God or the public enemy, hurricane, severe weather, earthquake, political unrest, acts of war, strikes, government regulations, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), threats to public safety, disease, disaster, civil disorder, curtailment of transportation, shortage of energy, or any other cause beyond the reasonable control of the either party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, and mitigating any losses.

10. CLAIMS OR CONTROVERSIES

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

11. FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of

factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

12. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

13. RIGHT TO AUDIT

The State Legislative Auditor, and/or federal auditors and internal auditors of the Division of Administration and the DCRT shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

14. CONTRACT CHANGES

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, executed by all parties and approved by the Office of State Procurement, Louisiana Division of Administration.

15. CONFIDENTIALITY OF DATA

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

16. SUBCONTRACTORS

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

17. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

18. INSURANCE - see Exhibit B , Insurance Requirements for Contractors

19. GOVERNING LAW

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

20. CODE OF ETHICS

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

21. CORPORATE REQUIREMENTS

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:310 - 302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publically traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

22. SEVERABILITY

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

23. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in

this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

24. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Contract together with the RFP and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

25. RECORD OWNERSHIP

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

26. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

27. RESPONSIBILITY OF THE STATE

The State shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of this Contract is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

28. CARE OF STATE PROPERTY

The Contractor will take every reasonable precaution to safeguard any and all of the State's property entrusted to the Contractor's custody or control.

29. TRANSITION

It is the mutual wish and desire of both State and the Contractor to conduct a smooth, cooperative transition in the event another contractor is selected to perform the services described herein. Therefore, the Contractor agrees to turn over to the State all documents and materials belonging to the State within forty-five (45) days prior to the termination of this Contract.

30. AGENCY STATUS

It is understood by the State and by the Contractor that the Contractor shall function hereunder as an agent of the State and that the State assumes all liability for payment of any and all charges which it approves and which are ordered by the Contractor on behalf of the State during the time period and under the terms and conditions of this Contract.

THUS DONE AND SIGNED at Sarasota (city), FL (state) on the 10th day of July (month), 2017.

Lisa Hill
Witness 1 signature

Lisa Hill
Witness 1 printed name

[Signature]
Witness 2 signature

BEN MILES
Witness 2 printed name

[Signature]
David Burgess President
Miles Partnership, LLLP

THUS DONE AND SIGNED at Baton Rouge (city), LA (state) on the 27th day of June (month), 2017.

Lindsey Schmitt
Witness 1 signature

Lindsey Schmitt
Witness 1 printed name

Valerie Lewis
Witness 2 signature

Valerie Lewis
Witness 2 printed name

Nancy Watkins for Kyle Edmiston
Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

THUS DONE AND SIGNED at Baton Rouge (city), LA (state) on the 30th day of June (month), 2017.

Amie B. Buras
Witness 1 signature

Amie B. Buras
Witness 1 printed name

Marlene Curcio
Witness 2 signature

Marlene Curcio
Witness 2 printed name

[Signature]
Rennie S. Buras, II, Deputy Secretary
Louisiana Dept. of Culture, Recreation & Tourism

Exhibit A

Glossary

The following definitions are agreed to and have been incorporated into the terms of the Contract:

Advertising - Any paid form of non-personal presentation of ideas, goods or services by an identified sponsor and directed toward the general public or, in some cases, specific prospective client groups, and conveyed by a mass medium.

Brand, Brand Name, and Branding - A brand is a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and marketed. A brand name is the name of the distinctive product, service, or concept. Branding is the process of creating and disseminating the brand name. Branding can be applied to the entire corporate identity as well as to individual product and service names. In marketing, it is recognized that there is usually some kind of branding value whether or not an immediate, direct response can be measured from a particular advertisement or campaign.

Campaign - The comprehensive, research-based marketing plan strategically designed to achieve the Objectives. The campaign shall integrate advertising, public relations, niche marketing strategies, internet-based marketing, product development, sponsorships, promotions, public/private partnerships, inter-agency and inter-governmental initiatives, and other strategies.

Cost Estimate - see "Work Order"

Creative - Activities involved in the creation of marketing materials. It may include copy writing, design, photography, illustration, music, etc.

Crisis or Crisis Management - Times of crisis or crisis management refers to incidents and Acts of God such as hurricanes, flooding, etc. and other situations or events as deem necessary by the Department of Culture, Recreation and Tourism in which emergency public relations, advertising and/or Internet services are needed by the department.

Familiarization Tour ("Fam tour") - A public relations strategy by which third parties (which may include media, tour operators, travel agents, event planners and other travel professionals) are offered free or reduced-rate trips to Louisiana in order to familiarize them with Louisiana as a travel destination and to acquaint them with what particular destinations, attractions, or suppliers have to offer.

Marketing - The discipline of determining the strategy and plans for positioning Louisiana as a travel destination in the marketplace; includes advertising, public relations, product development, and customer relations.

Niche Market - a specific, well-defined market segment, e.g., snowbirds, wedding/honeymoon travelers, eco-tourists, faith-based travelers, sports enthusiasts.

Project - Any specific work, initiative, program, promotion, public/private partnership, or other project under this Contract.

Promotion - All forms of communication other than advertising or public relations that call attention to products and services by adding value toward the purchase. Includes temporary discounts, allowances, premium offers, coupons, contests, sweepstakes, etc.

Public Relations (PR) – All of the activities that contribute to a positive third-party testimonial or discussion of an entity, product, or service. PR planning includes a crisis PR element to handle any negative discussions. The main role of public relations is to gain positive coverage via third-party references and endorsements without direct payment for that coverage, i.e., “earned media.”

Research - Research conducted to improve the efficacy of marketing. It may focus on a specific ad or campaign, or may be directed at a more general understanding of how advertising works or how consumers use the information in advertising. It can entail a variety of research approaches, including psychological, sociological, economic, and other perspectives. It may be quantitative or qualitative.

Tourism Industry – Collections of business firms, organizations and resources that foster or support activities of tourists, in particular by providing services.

Trade Show - Exposition held for members of a common or related industry. Not open to the general public.

Work Order (also: Cost Estimate) – the process by which work done by Contractor on any Project is approved by the State. Before commencing work on any project, Contractor must submit a work order/cost estimate which includes a description of the project and projected costs. No work may commence until written approval is received by the Contractor from the State.

Visitor – A person traveling 50 miles or more, one-way, away from home or including one or more overnights spent at the destination. These trips do not include trips commuting to/from work or school or trips taken as a flight attendant or vehicle operator.

Exhibit B
Insurance Requirements for Contractors

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, the Employers Liability limit is increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana) is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the OLG/DCRT.

b. The Contractor's insurance shall be primary as respects the OLG/DCRT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the OLG/DCRT shall be excess and non-contributory of the Contractor's insurance.

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

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or

suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the OLG/DCRT, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OLG/DCRT.

3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the OLG/DCRT.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the OLG/DCRT with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OLG/DCRT before work commences and upon any Contract renewal thereafter. The OLG/DCRT reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the OLG/DCRT, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for furnishing separate certificates for each subcontractor to the OLG/DCRT. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Exhibit C

GOALS AND OBJECTIVES

- To market, promote and showcase Louisiana as a travel destination;
- To increase revenue generated by the tourism industry;
- To contribute to the economic impact of tourism in all 64 parishes;
- To use effective communications and marketing strategies to increase the effectiveness, public awareness and/or impact of the programs and activities of the OLG/DCRT.
- To position Louisiana as:
 - A destination with a plethora of indigenous music genres;
 - A culinary destination;
 - The "Festival Capital of the World";
 - An outdoor enthusiast's dream;
 - The nation's most distinctive cultural experience;
 - A retirement destination
- To support the OLG/DCRT agencies' programs through effective communication and marketing.

PERFORMANCE MEASURES

The performance of the Contractor will be measured by the Contract Monitor, who is authorized on behalf of the State to evaluate the Contractor's performance against the criteria set forth herein.

MONITORING PLAN

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The monitoring plan is the following:

- All work orders/cost estimates, project forecasts, analyses, reports, proofs and all documentation, drafts, etc. as described in the Scope of Services of this Contract are to be delivered to the Contract Monitor.
- All Project proposals require written approval from the State. The Contract Monitor will provide necessary guidance, instruction, feedback and approvals so that the Contractor can render the services described in the Contract under timetables determined by the parties.
- Contractor and the DCRT staff will meet to discuss projects and evaluate progress. Contract Monitor will ensure services are rendered and deliverables are delivered in a professional manner and in accordance with the Contract. Any deficiencies will be documented and reported in the Contract Performance Evaluation, which will be submitted to the DCRT Office of Management and Finance within 45 days of the termination of this Contract.

FINAL UTILITY OF SERVICES

The services rendered hereunder will be used generally to fulfill the objectives stated above on behalf of the entire OLG/DCRT, and specifically, with regard to services performed for the Office of Tourism to promote and assist the expansion of tourism and the tourism industry in Louisiana; increase employment opportunities for all citizens throughout the state through the orderly but accelerated development of facilities for tourism, travel and hospitality; invite visitors from this nation and foreign countries to visit Louisiana; and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain a positive image and understanding of Louisiana (R.S. 51:1255).

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
PARISH OF ORLEANS**

CONTRACT

BE IT KNOWN, the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as the "State," "Agency," or "DCRT," and Trumpet, LLC, 2803 St. Philip St., New Orleans, LA 70119, hereinafter sometimes referred to as the "Contractor," do hereby enter into this Contract under the following terms and conditions:

1. BACKGROUND

In 2016, the State issued a Request for Proposals to identify a single or multiple contractors to assist the State in the development and implementation of a marketing campaign ("Campaign") that will help the State achieve the Objectives outlined and further defined in the State's Strategic Plan.

The Campaign will be developed and implemented by contractors working collaboratively in three (3) essential areas, which are referred to as "Components":

- | | |
|--------------|---|
| Component 1. | Creative/Marketing/Media/Brand Identity |
| Component 2. | Public Relations |
| Component 3. | Internet/Social Media/Digital Marketing |

2. DEFINITIONS

For purposes of this Contract, the parties agree to the definitions provided in the Glossary, Exhibit A, which is by this reference incorporated into the terms of this Contract.

3. SCOPE OF SERVICES

3.1. OVERVIEW OF SERVICES

As one of the Contractors for Component 1, Contractor shall be responsible for performing services which include assisting in the development and implementation of a comprehensive, research-based Marketing and Communications Plan, strategically designed to achieve the marketing objectives of the State. The plan shall integrate advertising, public relations, niche marketing strategies, internet-based marketing, product development, sponsorships, promotions, industry sales, brand development and any other approved initiatives that further the Objectives set forth herein, in collaboration with other State-selected contractors.

Contractor may be required to perform some or all of the following tasks:

- 3.1.1. Assist in the overall creation of marketing strategy and brand positioning;
- 3.1.2. Marketing/media research, analysis, recommendation and purchase;
- 3.1.3. Creative development and implementation of assigned marketing programs, including but not limited to niche marketing;
- 3.1.4. Establish brand standards;
- 3.1.5. Negotiate on behalf of the State for most cost-efficient marketing programs;
- 3.1.6. Identify and establish appropriate private/public partnerships;
- 3.1.7. Account management, including status reports and project calendars.

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

3.2. CONCISE DESCRIPTION OF SERVICES

Contractor may be required to perform some or all of the following, as directed:

3.2.1. CREATIVITY

As one of the Contractors for Component 1, Contractor shall assist in creating and implementing a fully integrated domestic and international Campaign/Plan, including both long-range and short-range strategies in collaboration with other State-selected contractors. As part of the Campaign, the Contractor may be required to perform some or all of the following, as directed:

- 3.2.1.1. Develop and execute to completion, an approved research-based project, inclusive of creative concepts, to be used for multiple media outlets, including print, television, radio and other media. Contractor shall also be responsible for the development of creative materials required to support the work of other State-selected contractors assigned to the various other Components (as approved and directed by the State). All creative materials will be reviewed and approved in writing by the State, prior to submission to media outlets.
- 3.2.1.2. Perform media production services to develop and deliver appropriate creative materials for marketing and promotional programs related to Component 1, in accordance with an approved media schedule. Services may include, but are not limited to, creative concept, graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sound or property.
- 3.2.1.3. "Refresh" existing materials until such time as new materials have been developed.
- 3.2.1.4. Prepare all mechanical art and/or acquire all necessary artwork, photographs, negatives, separations, etc. (and secure and transfer rights thereto) that are required for the production of advertisements and other materials.
- 3.2.1.5. Through collaboration with other selected contractors, produce all other collateral materials in support of the Campaign.
- 3.2.1.6. Acquire, store, manage, and maintain the State's visual assets (including photography, video and film footage, etc.), and all documents, materials, creative work product developed in connection with this contract.
- 3.2.1.7. Maintain documentation/information that sets forth the State's rights and/or limitations on use of the State's licensed and copyrighted assets (e.g., visual, music, multi-media, audio, trademarks, service marks, taglines, copy, artwork, names and likenesses of people, etc.).
- 3.2.1.8. Provide Crisis Management in conjunction with the other State-selected contractors as directed and as needed by the State.
- 3.2.1.9. Coordinate all inquiry response materials, postal activities, and toll-free phone needs.
- 3.2.1.10. Assist in the planning and production of special events.
- 3.2.1.11. Perform all research necessary to support the activities described herein.
- 3.2.1.12. Create and use an approved performance measurement system to measure, analyze and report results of all activities described herein.

3.2.2. MEDIA

- 3.2.2.1. Negotiate, place, purchase, and traffic media in a timely and professional manner to take advantage of discounts, special promotions, media position, and added-value opportunities that may benefit the State.
- 3.2.2.2. Contractor shall provide post-analysis for each campaign, including actual GRPs (Gross Rating Point) delivered, station affidavits, and a full accounting of any/all "make-goods".
- 3.2.2.3. Administer approved marketing and media collaborations and/or sponsorship programs that maximize the use of available funds in specific areas as directed by the State.
- 3.2.2.4. Develop and manage cooperative advertising programs in association with approved media plans and/or on-line marketing strategies, to include identification of cooperative opportunities, solicitation of participants, recommendation of pricing, and preparation and distribution of sales and other collateral material.
- 3.2.2.5. Provide a schedule of participation in cooperative advertising programs, detailing participation levels.
- 3.2.2.6. Field, evaluate, make recommendations (to State), and respond to unsolicited advertising opportunities.
- 3.2.2.7. Provide State traffic reports to determine if media was placed as requested and provide post-buy analyses and media audits of advertising campaigns.

3.2.3. RESEARCH

- 3.2.3.1. At **CONTRACTOR'S EXPENSE**, the Contractor's key personnel shall participate in a designated State-organized tour designed to familiarize Contractor's key personnel with :
 - 3.2.3.1.1. The Louisiana tourism customer;
 - 3.2.3.1.2. Consumer trends that may be relevant to State's marketing programs;
 - 3.2.3.1.3. The Louisiana "product" (i.e., attractions, accommodations, etc.);
 - 3.2.3.1.4. The travel and tourism industry.
- 3.2.3.2. The Contractor's key personnel shall familiarize themselves with relevant research provided by the State and its contracted marketing research vendors.
- 3.2.3.3. Research Projects initiated or otherwise undertaken on behalf of the State must be first approved by the State.
- 3.2.3.4. Third party research to be used for a recommendation to the State must be first reviewed for validity by the State.

3.2.4. ACCOUNT SERVICES, ACCOUNTABILITY AND BUSINESS SUPPORT

- 3.2.4.1. Contractor shall provide account supervision and documentation and shall communicate with the State on the status and timeline of all Projects and Research requested and/or approved by the State.
- 3.2.4.2. Upon State's request, Contractor shall provide monthly and year-end account management reports, including progress reports and budget reports itemized by Project.
- 3.2.4.3. Contractor shall provide State reports, estimates, accounting documentation, and other financial information as necessary to comply with the Contract's terms and conditions.
- 3.2.4.4. Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the Contract and for a

period of five (5) years subsequent to the date of the final payment made under this Contract, for audit purposes.

- 3.2.4.5. Contractor shall fully disclose and credit to State all discounts and special offers allowed by suppliers of goods and services purchased in the course of carrying out the services provided herein.
- 3.2.4.6. Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.
- 3.2.4.7. Upon State's request, Contractor shall make oral or written presentations regarding the State's marketing campaigns and components thereof at meetings, conferences, and other events as requested. Upon request, Contractor shall travel to and participate in (a) the Travel and Tourism Summit; (b) meetings of the Louisiana Tourism Development Commission and the Louisiana Tourism Promotion District; (c) meetings of the Louisiana Restaurant Association and Hotel and Lodging Association; (d) the Gulf South chapter of the Travel and Tourism Research Association; (e) Louisiana Association of Convention and Visitors Bureaus; (f) the Louisiana Travel Promotion Association; and (g) other meetings, conferences and events as requested by the State.
- 3.2.4.8. Contractor agrees that any and all rights, title and interest 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 the State, except as may be otherwise provided in any applicable Third Party Approvals (see section 25) approved by the State in a separate, written agreement. The Contractor shall ensure publication and duplication rights are secured for the State prior to delivery, and shall inform the State in writing of any use restrictions under applicable Third Party Approvals first obtained by Contractor after the effective date of this Contract. All intellectual property first developed by Contractor for the State under this Contract shall, to the fullest extent permitted by law, constitute "work for hire" under the United States Copyright Law. The State, as sole owner of all intellectual property developed under this Contract (subject to Third Party Approvals), 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. The Contractor shall obtain for the State all necessary and customary rights sufficient for the intended use of the work. In connection with specific projects, the State may direct Contractor to acquire rights for the State in excess of the customary rights, up to and including all elements of copyright, the legal costs of which, if any, shall be borne by the State. Except as otherwise provided in Section 7, the Contractor shall defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.
- 3.2.4.9. Contractor shall provide monthly, six-month, and year-end accounting of all monies expended. The statement shall include a breakdown of commissions earned from media placements, charges for work performed within all work categories, charges for materials, supplies, equipment, services, etc., provided by third party vendors, and the value of services provided at no charge.
- 3.2.4.10. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government.
- 3.2.4.11. The Contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed.

- 3.2.4.12. Contractor shall provide usual and customary account services and account management. Weekly conference calls may be held to discuss the progress of ongoing projects.
- 3.2.4.13. Contractor shall be responsible for ensuring that there are no errors or oversights in the final deliverables for Component 1 that are produced by or under the supervision of Contractor, including, but not limited to, advertising, direct mail pieces, publications, press releases, collateral materials, video, CD and audio tapes or other items produced, including materials produced for domestic and international markets in English and foreign languages. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State or other third parties, including convention and visitors bureaus or similar organizations, industry or trade organizations, attractions, or other businesses, organizations, and individuals, if and to the extent Contractor was reasonable in its reliance upon the accuracy of the information.
- 3.2.4.14. The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the Campaign from meetings or telephone conversations during the term of the Contract.
- 3.2.4.15. Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including laws relating to travel and ethics.
- 3.2.4.16. Contractor must obtain approval from the State before contracting with other tourist destinations and competitors (e.g., convention and visitors bureaus, tourist commissions, other state tourism offices.)

3.3. PROCEDURES FOR PROJECT INITIATION, APPROVAL AND MEASUREMENT

- 3.3.1. Project Initiation: Prior to commencing any Project, the Contractor shall submit a written work order/cost estimate which should include the following information:
 - 3.3.1.1. A high-level description of the Project, including:
 - 3.3.1.1.1. Creative and/or artistic concept;
 - 3.3.1.1.2. Cost estimate including estimated personnel costs, billable hours, third party expenses, media costs, materials, etc.;
 - 3.3.1.1.3. Estimated completion date for Project;
 - 3.3.1.1.4. Sources for any materials, supplies, equipment, services, etc. to be provided by non-Contractor personnel. For a Project that includes subcontractors or other vendors, the Contractor shall invite at least one or more Louisiana-based providers to submit proposals, bids, résumés, and/or price quotes for consideration by the Contractor in awarding work to such providers.
 - 3.3.1.2. Contractor shall submit upon request, a cost-benefit analysis or a projection/calculation/forecast of the prospective value of the final Project, along with proposed performance measurements and monitoring plan.
- 3.3.2. Approval and Measurement:
 - 3.3.2.1. The State will document receipt of all work orders/cost estimates. The Contractor shall only have the authority to commence work upon its receipt of the State's written approval of the work order/cost estimate.
 - 3.3.2.2. In order to receive written approval, re-writes and re-designs may be required of the Contractor.

- 3.3.2.3. The State may cancel any scheduled Project due to non-availability of funds.
- 3.3.2.4. All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.
- 3.3.2.5. Upon request, following the completion of a Project, the Contractor shall evaluate the Project and provide the State a written analysis on the value derived, compared with the projection/calculation/forecast using the specific performance measurements.

3.4. DELIVERABLES

Deliverables include a comprehensive, research-based Marketing and Communications Plan inclusive of concepts and strategy, brand identity and positioning, research, data, analysis of information, creative design, market development and testing, graphic standards, media plans, evaluations, negotiations, placement of ads, meeting agendas, minutes of meetings, attendance sign-in sheets, account management and all supporting documentation for services listed in the Scope of Services.

3.5. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

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

3.6. SUBSTITUTION OF KEY PERSONNEL

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

4. ADMINISTRATIVE REQUIREMENTS

4.1. TERM OF CONTRACT

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

4.2. STATE FURNISHED RESOURCES

State shall appoint a Contract Monitor for this Contract identified in Exhibit C who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be

the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. State shall also provide to Contractor access to state-owned assets, which may include photography, video, and research.

4.3. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 72-1389810.

5. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

5.1. PAYMENT TERMS

- 5.1.1. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$4,000,000.00 (Four Million Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District. However, all payments will be tied to actual work performed. There is no minimum guaranteed amount to be paid. Contractor will only be paid for actual, approved work on a project-by-project basis.
- 5.1.2. Travel and other reimbursable expenses constitute part of the total maximum payable under the Contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).
- 5.1.3. Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge.
- 5.1.4. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State.
- 5.1.5. Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor(s), as follows:
- 5.1.5.1. For media advertising placed by the Contractor, Contractor will earn 4.47% gross commission (e.g., \$1,000 net = \$1,176.47 gross. 4.47% of gross (\$52.59) added to net (\$1,000) = \$1,052.59 invoiced to State.)
- 5.1.5.2. State agrees to pay the Contractor according to the rate schedule below, with the exception of those employee services described in section 3.2.2 for media research, planning, and placement and traffic management:
- 5.1.5.3. Excepted services are deemed fully compensated by the media commissions earned through placement of advertising by the Contractor on behalf of the State. All other services not referred to specifically in the Contract shall be compensated as provided in the following rate schedule:

<u>FUNCTION</u>	<u>PER HOUR</u>
Executive Creative Director	\$150
Director of Strategy	\$145
Director of Production	\$130
Copywriter	\$120
Producer	\$115
Art Director	\$115
Strategist	\$115
Digital Marketing Coordinator/Analyst	\$90
Associate Art Director	\$90

Junior Producer	\$90
Research Associate	\$50

- 5.1.5.4. Contractor cannot bill for time to prepare unsolicited work orders/proposals.
- 5.1.5.5. Contractor may bill for time spent preparing work orders/cost estimates requested by the State.
- 5.1.5.6. Expenses, viz. telephone charges, materials for meeting preparations and presentations, meeting expenses, ground and air freight shipping, delivery and postage, and other expenses incurred in the course of performing the services required under this Contract may be billed to the State on a cost basis except for normal business long distance calls made within the state. The Contractor may also bill the State on a cost basis for approved expenses that include, but are not limited to:
 - 5.1.5.6.1. Media production services and production of creative collateral and media support materials, e.g., graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sounds, or property; preparing mechanical art and/or advertisements and other materials.
 - 5.1.5.6.2. Services and expenses required to store, manage and maintain the assets that are owned outright or licensed by the State, including visual, music, multi-media, audio, trademarks, service marks, taglines, copy, coding, multimedia, artwork, names, likenesses of people, etc., and all documents, materials, creative work product developed in connection with this Contract.
 - 5.1.5.6.3. Media placement and marketing initiatives including cooperative advertising campaigns, sponsorship programs, familiarization tours (including hotel rooms, meals, admission to attractions, transportation), trade shows (including travel, registration and production of trade show booths), and sales missions; marketing support services such as answering services and inquiry fulfillment, and membership in Louisiana Press Association and Louisiana Association of Broadcasters on behalf of the State.
- 5.1.5.7. Contractor shall invoice the State monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.
- 5.1.5.8. Contractor shall submit original invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee name, date work was performed, brief description of work performed, and number of hours spent on described task. Invoice must include the project name and/or number, the approved cost estimate(s), and a cost allocation breakdown, which is a detailed hourly breakdown of each charge.
- 5.1.5.9. At the State's request, upon completion of a Project, a written analysis should be provided with final billable hours for the Project. Analysis should be submitted within 28 days of completion of Project and should include a list of participants (e.g., Convention and Visitors Bureaus, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.
- 5.1.5.10. The State will only be invoiced for expenses related to meetings between the Contractor and the State when expenses are pre-approved by the State and pertain to a

pre-approved Project. Time and expenses incurred for said meetings will be accounted for in the pre-approved Project budget outlined in the work order/cost estimate.

- 5.1.5.11. The Contractor may invoice the State for attending meetings with industry personnel, professionals, associations or entities only if attendance is pre-approved by the State. The State will reimburse Contractor's travel and other expenses according to Policies and Procedures Memorandum (PPM) 49 guidelines. Unless travel time is pre-approved by the State, hourly rates apply once the Contractor reaches his/her destination.
- 5.1.5.12. All invoices shall be received by the State no later than ten (10) days after expiration of this Contract.
- 5.1.5.13. State will make every reasonable effort to make payments within 60 calendar days of the approval of invoice.

6. TERMINATION

6.1. TERMINATION FOR CAUSE

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

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

6.2. TERMINATION FOR CONVENIENCE

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

6.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without

penalty or expense to the State except for payments which have been earned prior to the termination.

7. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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

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

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

part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

8. FORCE MAJEURE

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Contract if caused by an act of God or the public enemy, hurricane, severe weather, earthquake, political unrest, acts of war, strikes, government regulations, lock-out, fire, terrorism or threat of terrorism (or any security measure connected thereto), threats to public safety, disease, disaster, civil disorder, curtailment of transportation, shortage of energy, or any other cause beyond the reasonable control of the either party so failing ("Force Majeure Event"); but due diligence shall be used in curing such cause, and mitigating any losses.

9. CLAIMS OR CONTROVERSIES

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

10. FUND USE

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

11. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. RIGHT TO AUDIT

The State Legislative Auditor, and/or federal auditors and internal auditors of the Division of Administration and the DCRT shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

13. CONTRACT CHANGES

Any alteration, variation, modification, or waiver of provisions of this Contract shall be valid only when reduced to writing, executed by all parties and approved by the Office of State Procurement, Louisiana Division of Administration.

14. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in

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

15. SUBCONTRACTORS

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

16. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

17. INSURANCE - see Exhibit B, Insurance Requirements for Contractors

18. GOVERNING LAW

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

19. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) may apply to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify

the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

20. CORPORATE REQUIREMENTS

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R.S. 12:310 - 302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publically traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

21. SEVERABILITY

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

22. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

23. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Contract together with the RFP and Contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

24. RECORD OWNERSHIP

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

25. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work or any other property or

rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

26. RESPONSIBILITY OF THE STATE

The State shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of this Contract is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

27. CARE OF STATE PROPERTY

The Contractor will take every reasonable precaution to safeguard any and all of the State's property entrusted to the Contractor's custody or control.

28. TRANSITION

It is the mutual wish and desire of both State and the Contractor to conduct a smooth, cooperative transition in the event another contractor is selected to perform the services described herein. Therefore, the Contractor agrees to turn over to the State all documents and materials belonging to the State within forty-five (45) days prior to the termination of this Contract.

29. AGENCY STATUS

It is understood by the State and by the Contractor that the Contractor shall function hereunder as an agent of the State and that the State assumes all liability for payment of any and all charges which it approves and which are ordered by the Contractor on behalf of the State during the time period and under the terms and conditions of this Contract.

THUS DONE AND SIGNED at New Orleans (city), LA (state) on the 7
day of July (month), 2017.

Witness 1 signature

Jenny McGuinness

Witness 1 printed name

Sarah Lisotta

Witness 2 signature

Sarah Lisotta

Witness 2 printed name

Patriot McGuinness
Patriot McGuinness, CEO
Trumpet, LLC

THUS DONE AND SIGNED at Baton Rouge (city), La (state) on the 27th
day of June (month), 2017.

Witness 1 signature

Lindsey Schmitt

Witness 1 printed name

Lindsey Schmitt

Witness 2 signature

Valerie Lewis

Witness 2 printed name

Nancy Watkins for Kyle Edmiston
Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

THUS DONE AND SIGNED at Baton Rouge (city), LA (state) on the 30th
day of June (month), 2017.

Witness 1 signature

Amie B. Buriege

Witness 1 printed name

Amie B. Buriege

Witness 2 signature

Marlene Curcio

Witness 2 printed name

Marlene Curcio

Rennie G. Buras, II
Rennie G. Buras, II, Deputy Secretary
Louisiana Department of Culture,
Recreation and Tourism

Exhibit A

Glossary

The following definitions are agreed to and have been incorporated into the terms of the Contract:

Advertising - Any paid form of non-personal presentation of ideas, goods or services by an identified sponsor and directed toward the general public or, in some cases, specific prospective client groups, and conveyed by a mass medium.

Brand, Brand Name, and Branding - A brand is a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and marketed. A brand name is the name of the distinctive product, service, or concept. Branding is the process of creating and disseminating the brand name. Branding can be applied to the entire corporate identity as well as to individual product and service names. In marketing, it is recognized that there is usually some kind of branding value whether or not an immediate, direct response can be measured from a particular advertisement or campaign.

Campaign - The comprehensive, research-based marketing plan strategically designed to achieve the Objectives. The campaign shall integrate advertising, public relations, niche marketing strategies, internet-based marketing, product development, sponsorships, promotions, public/private partnerships, inter-agency and inter-governmental initiatives, and other strategies.

Cost Estimate - see "Work Order"

Creative - Activities involved in the creation of marketing materials. It may include copy writing, design, photography, illustration, music, etc.

Crisis or Crisis Management - Times of crisis or crisis management refers to incidents and Acts of God such as hurricanes, flooding, etc. and other situations or events as deem necessary by the Department of Culture, Recreation and Tourism in which emergency public relations, advertising and/or Internet services are needed by the department.

Familiarization Tour ("Fam tour") - A public relations strategy by which third parties (which may include media, tour operators, travel agents, event planners and other travel professionals) are offered free or reduced-rate trips to Louisiana in order to familiarize them with Louisiana as a travel destination and to acquaint them with what particular destinations, attractions, or suppliers have to offer.

Marketing - The discipline of determining the strategy and plans for positioning Louisiana as a travel destination in the marketplace; includes advertising, public relations, product development, and customer relations.

Niche Market - a specific, well-defined market segment, e.g., snowbirds, wedding/honeymoon travelers, eco-tourists, faith-based travelers, sports enthusiasts.

Project - Any specific work, initiative, program, promotion, public/private partnership, or other project under this Contract.

Promotion - All forms of communication other than advertising or public relations that call attention to products and services by adding value toward the purchase. Includes temporary discounts, allowances, premium offers, coupons, contests, sweepstakes, etc.

Public Relations (PR) – All of the activities that contribute to a positive third-party testimonial or discussion of an entity, product, or service. PR planning includes a crisis PR element to handle any negative discussions. The main role of public relations is to gain positive coverage via third-party references and endorsements without direct payment for that coverage, i.e., “earned media.”

Research - Research conducted to improve the efficacy of marketing. It may focus on a specific ad or campaign, or may be directed at a more general understanding of how advertising works or how consumers use the information in advertising. It can entail a variety of research approaches, including psychological, sociological, economic, and other perspectives. It may be quantitative or qualitative.

Tourism Industry – Collections of business firms, organizations and resources that foster or support activities of tourists, in particular by providing services.

Trade Show - Exposition held for members of a common or related industry. Not open to the general public.

Work Order (also: Cost Estimate) – the process by which work done by Contractor on any Project is approved by the State. Before commencing work on any project, Contractor must submit a work order/cost estimate which includes a description of the project and projected costs. No work may commence until written approval is received by the Contractor from the State.

Visitor – A person traveling 50 miles or more, one-way, away from home or including one or more overnights spent at the destination. These trips do not include trips commuting to/from work or school or trips taken as a flight attendant or vehicle operator.

Exhibit B
Insurance Requirements for Contractors

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, the Employers Liability limit is increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana) is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the OLG/DCRT.

b. The Contractor's insurance shall be primary as respects the OLG/DCRT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the OLG/DCRT shall be excess and non-contributory of the Contractor's insurance.

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

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or

suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the OLG/DCRT, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OLG/DCRT.

3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the OLG/DCRT.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the OLG/DCRT with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OLG/DCRT before work commences and upon any Contract renewal thereafter. The OLG/DCRT reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the OLG/DCRT, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for furnishing separate certificates for each subcontractor to the OLG/DCRT. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Exhibit C

GOALS AND OBJECTIVES

- To market, promote and showcase Louisiana as a travel destination;
- To increase revenue generated by the tourism industry;
- To contribute to the economic impact of tourism in all 64 parishes;
- To use effective communications and marketing strategies to increase the effectiveness, public awareness and/or impact of the programs and activities of the OLG/DCRT.
- To position Louisiana as:
 - A destination with a plethora of indigenous music genres;
 - A culinary destination;
 - The "Festival Capital of the World";
 - An outdoor enthusiast's dream;
 - The nation's most distinctive cultural experience;
 - A retirement destination
- To support the OLG/DCRT agencies' programs through effective communication and marketing.

PERFORMANCE MEASURES

The performance of the Contractor will be measured by the Contract Monitor, who is authorized on behalf of the State to evaluate the Contractor's performance against the criteria set forth herein.

MONITORING PLAN

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The monitoring plan is the following:

- All work orders/cost estimates, project forecasts, analyses, reports, proofs and all documentation, drafts, etc. as described in the Scope of Services of this Contract are to be delivered to the Contract Monitor.
- All Project proposals require written approval from the State. The Contract Monitor will provide necessary guidance, instruction, feedback and approvals so that the Contractor can render the services described in the Contract under timetables determined by the parties.
- Contractor and the DCRT staff will meet to discuss projects and evaluate progress. Contract Monitor will ensure services are rendered and deliverables are delivered in a professional manner and in accordance with the Contract. Any deficiencies will be documented and reported in the Contract Performance Evaluation, which will be submitted to the DCRT Office of Management and Finance within 45 days of the termination of this Contract.

FINAL UTILITY OF SERVICES

The services rendered hereunder will be used generally to fulfill the objectives stated above on behalf of the entire OLG/DCRT, and specifically, with regard to services performed for the Office of Tourism to promote and assist the expansion of tourism and the tourism industry in Louisiana; increase employment opportunities for all citizens throughout the state through the orderly but accelerated development of facilities for tourism, travel and hospitality; invite visitors from this nation and foreign countries to visit Louisiana; and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain a positive image and understanding of Louisiana (R.S. 51:1255).

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**BBR CREATIVE, INC., 300 RUE BEAUREGARD, BUILDING 1, LAFAYETTE, LA 70508
PHONE # 337-233-1515 TAX ID # 72-1378055**

Amendment Provisions

This amendment to Contract DCRT-OT-18-01, PO# 2000276653, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and BBR Creative, Inc. ("Amendment") extends the term of the Contract and changes the Contract Monitor.

Change #1

Delete from page 6, Item 4.1, Term of Contract, the following language:

This Contract shall begin on July 1, 2017 and shall end June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Add to page 6, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2019. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Change #2

Delete from page 1, Scope of Services, paragraph below 3.1.7., the following language:

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

Add to page 1, Scope of Services, paragraph below 3.1.7., the following language:

All services shall be performed under the direct supervision of the Contract Monitor, Leanne Weill, her designee(s), supervisor(s), or successor(s).

Change #3

Delete from page 20, Monitoring Plan, Sentences 1 and 2, the following language:

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Add to page 20, Monitoring Plan, Sentences 1 and 2, the following language:

Leanne Weill, her designee(s), supervisor(s), or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Leanne Weill will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant

Governor, Department of Culture, Recreation and Tourism. Each Contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three (3) years. This Amendment does not provide for the funding in FY 2018-2019. A subsequent amendment will provide for the additional funding. The FY 2018-2019 funding level may not be determined until the agency's appropriation is final.

This Amendment also changes the Contract Monitor from Misty Shaw to Leanne Weill. Misty Shaw is no longer employed by the Department of Culture, Recreation and Tourism.

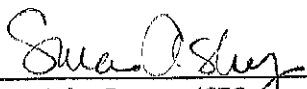
The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to extend the term and change the Contract Monitor.

Amendment becomes effective: April 12, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.


This Amendment is signed and entered into on the dates indicated below:

BBR CREATIVE, INC.

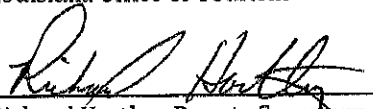

Sara Ashy, Partner/CEO

5-30-18
Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM


Doug Bourgeois, Assistant Secretary
Louisiana Office of Tourism

5/1/18
Date


Richard Hartley, Deputy Secretary

05/09/18
Date

AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND

BBR CREATIVE, INC., 300 RUE BEAUREGARD, BUILDING 1, LAFAYETTE, LA 70508
Phone # 337-233-1515 Tax ID # 72-1378055

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-01, PO# 2000276653 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and BBR Creative, Inc., increases the amount payable per the Contract.

Change #1

Delete from page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$1,000,000.00 (One Million Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District.

Add to page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$1,476,180.00 (One Million, Four Hundred Seventy-Six Thousand, One Hundred Eighty Dollars)** subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-01-B) increases the amount payable under the Contract by \$476,180.00 **from \$1,000,000.00 to \$1,476,180.00**. Amendment DCRT-OT-18-01-A extended the termination date of the Contract from June 30, 2018, to June 30, 2019, but did not include funding for fiscal year 2019. The State could not finalize its marketing plans until the State's appropriation was final.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

THUS DONE AND SIGNED AT LAFAYETTE, LOUISIANA ON 8-15-18 (DATE).

WITNESSES:

Signature: [Signature]

Print name: Daniel Keding

Signature: [Signature]

Print name: Cory LaGrange

BBR Creative, Inc.

Signature: [Signature]

Sara Ashy, Partner/CEO
300 Rue Beauregard, Building 1
Lafayette, LA 70508
Tax ID# 72-1378055

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON August 27, 2018 (DATE).

WITNESSES:

Signature: [Signature]

Print name: Marlene Cureau

Department of Culture, Recreation & Tourism

Signature: [Signature]
Doug Bourgeois, Assistant Secretary
Office of Tourism

Signature: [Signature]

Print name: Lindsey Schmitt

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON 8/27/18 (DATE).

WITNESSES:

Signature: [Signature]

Print name: Amie B Burex

Department of Culture, Recreation & Tourism

Signature: [Signature]
Richard H. Hartley, Deputy Secretary

Signature: [Signature]

Print name: Linda C. Smith

PO# 2000276653
DCRT-OT-18-01-C
Amendment # 3

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**BBR CREATIVE, INC., 300 RUE BEAUREGARD, BUILDING 1, LAFAYETTE, LA 70508
Phone # 337-233-1515 Tax ID # 72-1378055**

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-01, PO# 2000276653 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and BBR Creative, Inc., extends the term of the Contract.

Change #1

Delete from page 6, item 4.1., Term of Contract, the following language:
This Contract shall begin July 1, 2017, and shall end June 30, 2019.

Add to page 6, item 4.1., Term of Contract, the following language:
This Contract shall begin July 1, 2017, and shall end June 30, 2020.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to extend the term.

Amendment becomes effective: February 11, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

THUS DONE AND SIGNED AT LAFAYETTE, LOUISIANA, ON 5-6-19 (DATE).

WITNESSES:

Signature:

[Signature]

Print Name:

Alwyn C Delatte

Signature:

[Signature]

Print name:

Lauren Bourgeois

BBR Creative, Inc.

[Signature]

Sara Ashy, Partner/CEO
300 Rue Beauregard, Building 1
Lafayette, LA 70508
Tax ID# 72-1378055

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON May 9, 2019 (DATE).

WITNESSES:

Signature:

[Signature]

Print name:

KAREN H. RICHARDSON

Signature:

[Signature]

Print name:

Lindsey Schmitt

Department of Culture, Recreation & Tourism

[Signature]

Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON May 16, 2019 (DATE).

WITNESSES:

Signature:

[Signature]

Print name:

Lynne M Coxwell

Signature:

[Signature]

Print name:

Lindsey Schmitt

Department of Culture, Recreation & Tourism

[Signature]

Richard H. Hartley, Deputy Secretary

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**THE EHRHARDT GROUP, INC, 365 CANAL ST., SUITE 1750, NEW ORLEANS, LA 70110
PHONE # 504-523-7679 TAX ID # 72-1315786**

Amendment Provisions

This Amendment to Contract DCRT-OT-18-05, PO# 2000276652, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and The Ehrhardt Group, Inc. ("Amendment") extends the term of the Contract and updates the Contract Monitor.

Change #1

Delete from page 5, Item 4.1, Term of Contract, the following language:

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Add to page 5, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2019. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Change #2

Delete from page 1, 3.1 Overview of Services, paragraph 4:

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

Add to page 1, 3.1 Overview of Services, paragraph 4:

All services shall be performed under the direct supervision of the Contract Monitor, Barry Landry, his designee(s), supervisor(s), or successor(s).

Change #3

Delete from page 18, Monitoring Plan, Sentences 1 and 2, the following language:

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Add to page 18, Monitoring Plan, Sentences 1 and 2, the following language:

Barry Landry, his designee(s), supervisor(s), or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Barry Landry will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each Contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three years. This

Amendment does not provide for the funding in FY 2018-2019. A subsequent amendment will provide for the additional funding. The FY 2018-2019 funding level may not be determined until the agency's appropriation is final.

This Amendment also changes the Contract Monitor from Misty Shaw to Barry Landry. Misty Shaw is no longer employed by the Department of Culture, Recreation and Tourism.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to extend the term and change the Contract Monitor.

Amendment becomes effective: April 12, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:


THE EHRHARDT GROUP, INC.



Marc Ehrhardt, Partner

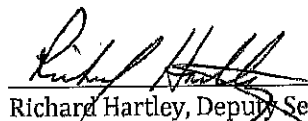
4/20/18
Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM



Doug Bourgeois, Assistant Secretary
Louisiana Office of Tourism

4/26/18
Date



Richard Hartley, Deputy Secretary

04/20/18
Date

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**THE EHRHARDT GROUP, INC, 365 CANAL ST., SUITE 1750, NEW ORLEANS, LA 70130
PHONE # 504-523-7679 TAX ID # 72-1315786**

Amendment Provisions

This Amendment to Contract DCRT-OT-18-05, PO# 2000276652, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and The Ehrhardt Group, Inc. ("Amendment"), increases the amount payable per the Contract and extends the term of the Contract.

Change #1

Delete from page 5, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2019.

Add to page 5, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2020.

Change #2

Delete from page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$100,000.00 (One Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District.

Add to page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$200,000.00 (Two Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each Contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-05-B) extends the term for an additional twelve months and increases the amount payable under the Contract by \$100,000.00 from \$100,000 to \$200,000. The amendments will allow the Contractor to continue to provide services through FY 2020.

The maximum amount payable includes the budget set aside for the Office of Tourism's marketing efforts as well as other agencies within the Department of Culture, Recreation and Tourism and the Office of the Lieutenant Governor. This Contract, as well as all contracts awarded pursuant to the RFP, are "departmental contracts," meaning all agencies within the Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism are allowed to utilize the services of the Contract, to the extent the needed services fit the goals and objectives of the Contract. Departmental contracts provide for economies of scale and ensure collaboration among agencies.

PO# 2000276652
DCRT-OT-18-05-B
Amendment # 2

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: February 11, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below.

THUS DONE AND SIGNED AT NEW ORLEANS, LOUISIANA, ON March 29, 2019 (DATE).

WITNESSES:

Signature: William Kennedy

Print Name: WILLIAM KENNEDY

Signature: Terri Argieard

Print name: Terri Argieard

Ehrhardt Group Inc.

M. Marc Ehrhardt

Marc Ehrhardt

365 Canal St., Ste. 1750, New Orleans, LA 70130

Tax ID 72-1315786

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 1, 2019 (DATE).

WITNESSES:

Signature: Lindsey Schmitt

Print name: Lindsey Schmitt

Signature: Carolanne Lawler

Print name: Carolanne Lawler

Department of Culture, Recreation & Tourism

Doug Bourgeois

Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 8, 2019 (DATE).

WITNESSES:

Signature: Annie B. Buriege

Print name: Annie B. Buriege

Signature: Lindsey Schmitt

Print name: Lindsey Schmitt

Department of Culture, Recreation & Tourism

Richard H. Hartley

Richard H. Hartley, Deputy Secretary

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**THE EHRHARDT GROUP, INC., 365 CANAL ST., SUITE 1750, NEW ORLEANS, LA 70130
PHONE # 504-523-7679 TAX ID # 72-1315786**

Amendment Provisions

This Amendment to Contract DCRT-OT-18-05, PO# 2000276652, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and The Ehrhardt Group, Inc. ("Amendment"), increases the amount payable per the Contract.

Change #1

Delete from page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$200,000.00 (Two Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District.

Add to page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$321,218.00 (Three Hundred Twenty-One Thousand Two Hundred Eighteen Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each Contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-05-C) increases the amount payable under the Contract by \$121,218.00 **from \$200,000.00 to \$321,218.00**. Amendment DCRT-OT-18-05-B extended the termination date of the contract from June 30, 2019 to June 30, 2020 and increased the amount payable per the contract by \$100,000.00 for fiscal year 2019, but did not include funding for fiscal year 2020. The State could not finalize its marketing plan for fiscal year 2020 until its appropriation was final.

The maximum amount payable includes the budget set aside for the Office of Tourism's marketing efforts as well as other agencies within the Department of Culture, Recreation and Tourism and the Office of the Lieutenant Governor. This Contract, as well as all contracts awarded pursuant to the RFP, are "departmental contracts," meaning all agencies within the Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism are allowed to utilize the services of the Contract, to the extent the needed services fit the goals and objectives of the Contract. Departmental contracts provide for economies of scale and ensure collaboration among agencies.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below.

THUS DONE AND SIGNED AT NEW ORLEANS, LOUISIANA, ON 9/3/19 (DATE).

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print name: _____

Ehrhardt Group Inc.

Marc Ehrhardt

365 Canal St., Ste. 1750, New Orleans, LA 70130
Tax ID 72-1315786

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON 9/6/19 (DATE).

WITNESSES:

Signature: _____

Print name: _____

Signature: _____

Print name: _____

Department of Culture, Recreation & Tourism

Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON September 6, 2019 (DATE).

WITNESSES:

Signature: _____

Print name: _____

Signature: _____

Print name: _____

Department of Culture, Recreation & Tourism

Richard H. Hartley, Deputy Secretary

Nancy Watkins, Undersecretary

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**THE GRAHAM GROUP, INC., 2014 W. PINHOOK ROAD, SUITE 210, LAFAYETTE, LA 70508
PHONE # 225-767-8520 TAX ID # 72-0873236**

Amendment Provisions

This Amendment to Contract DCRT-OT-18-02, PO# 2000276654, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and The Graham Group, Inc. ("Amendment") extends the term of the Contract and updates the Contract Monitor.

Change #1

Delete from page 5, Item 4.1., Term of Contract, the following language:

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Add to page 5, Item 4.1., Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2019. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Change #2

Delete from page 1, Scope of Services, paragraph 4, the following language:

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

Add to page 1, Scope of Services, paragraph 4, the following language:

All services shall be performed under the direct supervision of the Contract Monitor, Barry Landry, his designee(s), supervisor(s), or successor(s).

Change #3

Delete from page 18, Monitoring Plan, Sentences 1 and 2, the following language:

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Add to page 18, Monitoring Plan, Sentences 1 and 2, the following language:

Barry Landry, his designee(s), supervisor(s), or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Barry Landry will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each Contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three (3) years. This

Amendment does not provide for the funding in FY 2018-2019. A subsequent amendment will provide for the additional funding. The FY 2018-2019 funding level may not be determined until the agency's appropriation is final.

This Amendment also changes the Contract Monitor from Misty Shaw to Barry Landry. Misty Shaw is no longer employed by the Department of Culture, Recreation and Tourism.

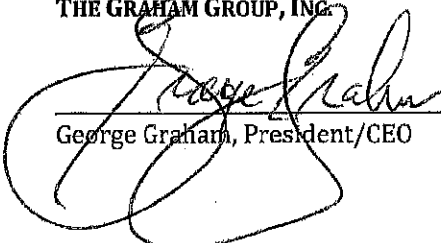
The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to extend the term and change the Contract Monitor.

Amendment becomes effective: April 12, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

THE GRAHAM GROUP, INC.

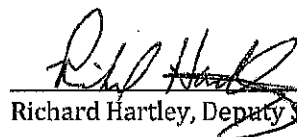

George Graham, President/CEO

4-23-18
Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM


Doug Bourgeois, Assistant Secretary
Louisiana Office of Tourism

4-26-18
Date


Richard Hartley, Deputy Secretary

04/30/18
Date

PO# 2000276654
DCRT-OT-18-02-B
Amendment # 2

AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND
THE GRAHAM GROUP, INC., 2014 W. PINHOOK ROAD, SUITE 210, LAFAYETTE, LA 70508
Phone # 225-767-8520 Tax ID # 72-0873236

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-02, PO# 2000276654 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and The Graham Group, Inc., increases the amount payable per the Contract.

Change #1

Delete from page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$100,000.00 (One Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District.

Add to page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$155,600.00 (One Hundred Fifty-Five Thousand, Six Hundred Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-02-B) increases the amount payable under the Contract by \$55,600.00, **from \$100,000.00 to \$155,600.00**. Amendment DCRT-OT-18-02-A extended the termination date of the Contract from June 30, 2018, to June 30, 2019, but did not include funding for fiscal year 2019. The State could not finalize its marketing plans until the State's appropriation was final.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2018

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

THUS DONE AND SIGNED AT LAFAYETTE, LOUISIANA ON August 14, 2018 (DATE).

WITNESSES:

Signature: Michelle Constantine
Print name: Michelle Constantine

Signature: Elizabeth Perry
Print name: Elizabeth Perry

The Graham Group, Inc.

George Graham
George Graham, President/CEO
2014 W. Pinhook Rd., Suite 210
Lafayette, LA 70508
Tax ID# 72-0873236

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON August 20, 2018 (DATE).

WITNESSES:

Signature: Lindsey Schmitt
Print name: Lindsey Schmitt

Signature: Marlene Curren
Print name: Marlene Curren

Department of Culture, Recreation & Tourism

Doug Bourgeois
Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON August, 22 2018 (DATE).

WITNESSES:

Signature: Amie B. Burege
Print name: Amie B. Burege

Signature: Linda C. Smith
Print name: Linda C. Smith

Department of Culture, Recreation & Tourism

Richard H. Hartley
Richard H. Hartley, Deputy Secretary

PO# 2000276654
DCRT-OT-18-02-C
Amendment # 3

AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND

THE GRAHAM GROUP, INC., 2014 W. PINHOOK ROAD, SUITE 210, LAFAYETTE, LA 70508
Phone # 225-767-8520 Tax ID # 72-0873236

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-02, PO# 2000276654 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and The Graham Group, Inc., increases the amount payable per the Contract and extends the term of the Contract.

Change #1

Delete from page 5, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2019.

Add to page 5, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2020.

Change #2

Delete from page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of ~~\$155,600.00 (One Hundred Fifty-Five Thousand, Six Hundred Dollars)~~, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of ~~\$255,600.00 (Two Hundred Fifty-Five Thousand, Six Hundred Dollars)~~, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-02-C) increases the amount payable under the Contract by \$100,000.00 **from** \$155,600.00 **to** \$255,600.00. Additional funding was identified in the Office of Tourism's FY 2019 budget that will be used for additional marketing of Louisiana as a premier tourism destination.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable and to extend the term of the Contract.

PO# 2000276654
DCRT-OT-18-02-C
Amendment # 3

Amendment becomes effective: February 11, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

THUS DONE AND SIGNED AT LAFAYETTE, LOUISIANA, ON 04/01/2019 (DATE).

WITNESSES:

Signature:

Print Name:

Signature:

Print name:

The Graham Group, Inc.

George Graham, President/CEO
2014 W. Pinhook Rd., Suite 210
Lafayette, LA 70508
TaxID# 72-0873236

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 4, 2019 (DATE).

WITNESSES:

Signature:

Print name:

Signature:

Print name:

Department of Culture, Recreation & Tourism

Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 8, 2019 (DATE).

WITNESSES:

Signature:

Print name:

Signature:

Print name:

Department of Culture, Recreation & Tourism

Richard H. Hartley, Deputy Secretary

AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND
THE GRAHAM GROUP, INC., 2014 W. PINHOOK ROAD, SUITE 210, LAFAYETTE, LA 70508
Phone # 225-767-8520 Tax ID # 72-0873236

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-02, PO# 2000276654 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and The Graham Group, Inc., increases the amount payable per the Contract.

Change #1

Delete from page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of ~~\$255,600.00 (Two Hundred Fifty-Five Thousand, Six Hundred Dollars)~~, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 6, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of ~~\$255,600.00~~ **\$289,460.00 (Two Hundred Eighty-Nine Thousand, Six Hundred Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-02-C) increases the amount payable under the Contract by \$33,860.00 **from \$255,600.00 to \$289,460.00**. Amendment DCRT-OT-18-02-B extended the termination date of the contract from June 30, 2019 to June 30, 2020 and increased the amount payable per the contract by \$100,000.00 for fiscal year 2019, but did not include funding for fiscal year 2020. The State could not finalize its marketing plan for fiscal year 2020 until its appropriation was final.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

THUS DONE AND SIGNED AT LAFAYETTE, LOUISIANA, ON 8/27/2019 (DATE).

WITNESSES:

The Graham Group, Inc.

Signature: Michelle Constantine

Print Name: Michelle Constantine

George Graham
George Graham, President/CEO
2014 W. Pinhook Rd., Suite 210
Lafayette, LA 70508
Tax ID# 72-0873236

Signature: Elizabeth Perry

Print name: Elizabeth Perry

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON September 5, 2019 (DATE).

WITNESSES:

Department of Culture, Recreation & Tourism

Signature: Linda Smith

Print name: Linda Smith

Doug Bourgeois
Doug Bourgeois, Assistant Secretary
Office of Tourism

Signature: Lindsey Schmitt

Print name: Lindsey Schmitt

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON September 5, 2019 (DATE).

WITNESSES:

Department of Culture, Recreation & Tourism

Signature: Dana Naguin

Print name: Dana Naguin

Nancy Watkins
~~Richard H. Hartley, Deputy Secretary~~
Nancy Watkins, Undersecretary

Signature: Shondrellia Banks

Print name: Shondrellia Banks

AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND

MILES MEDIA GROUP, LLLP *Miles Partnership, LLP*
6751 PROFESSIONAL PARKWAY WEST, SUITE 200, SARASOTA, FL 34240 *(B) (SEA) (HE)*
Phone # 941-342-2300 Tax ID # 02-0761406

Amendment Provisions

This amendment to Contract DCRT-OT-18-03, PO# 2000276649, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Miles Media Group, LLLP ("Amendment"), increases the maximum amount payable per the contract and updates the Contract Monitor.

Change #1

Delete from page 8, Number 5, Payment Terms, Item 5.1.1., Sentence 1, the following language:

"In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$1,500,000.00 (One Million Five Hundred Thousand Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District."

Add to page 8, Number 5, Payment Terms, Item 5.1.1., Sentence 1, the following language:

"In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$2,350,443.00 (Two Million, Three Hundred Fifty Thousand, Four Hundred Forty-Three Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District."

Change #2

Delete from page 24, Monitoring Plan, Sentences 1 and 2, the following language:

"Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance."

Add to page 24, Monitoring Plan, Sentences 1 and 2, the following language:

"Connie Silva, her designee(s), supervisor(s), or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Connie Silva will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance."

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment increases the total amount payable under the Contract, based on budget allocations under the various agencies under DCRT. When the original contract was drafted, the State included only the budget set aside for the Office of Tourism. However, this Contract, as well as all of the contracts awarded pursuant to the RFP, are "departmental contracts," meaning all agencies within the Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism would be allowed to utilize the services of the Contractor, to the extent the needed services fit the goals and objectives of the Contract. Departmental contracts provide for economies of scale and ensure collaboration among the agencies. Also, additional funding was identified in Tourism's budget to further enhance and improve LouisianaTravel.com, the State's official tourism website.

This Amendment also changes the Contract Monitor from Misty Shaw to Connie Silva. Misty Shaw is no longer employed by the Department of Culture, Recreation and Tourism.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable and to change the Contract Monitor.

Amendment becomes effective: November 8, 2017

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:


PARTNERSHIP
MILES MEDIA GROUP, LLLP


David Burgess, President

11/27/2017
Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM


Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

11/16/17
Date


Bill Cody, Deputy Secretary
Department of Culture, Recreation and Tourism

11/16/17
Date

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND
MILES PARTNERSHIP, LLLP
6751 PROFESSIONAL PARKWAY WEST, SUITE 200, SARASOTA, FL 34240
PHONE # 941-342-2300 TAX ID # 02-0761406**

Amendment Provisions

This amendment to Contract DCRT-OT-18-03, PO# 2000276649, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Miles Partnership, LLLP ("Amendment"), corrects the Contract Monitor listed on page 1, increases the maximum amount payable per the Contract and extends the term of the Contract.

Change #1

Delete from page 1, 3.1 Overview of Services, paragraph 3:

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

Add to page 1, 3.1 Overview of Services, paragraph 3:

All services shall be performed under the direct supervision of the Contract Monitor, Connie Silva, her designee(s), supervisor(s) or successor(s).

Change #2

Delete from page 8, Number 5, Payment Terms, Item 5.1.1., Sentence 1, the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$2,350,443.00 (Two Million, Three Hundred Fifty Thousand, Four Hundred Forty-Three Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 8, Number 5, Payment Terms, Item 5.1.1., Sentence 1, the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$2,457,193.00 (Two Million, Four Hundred Fifty Seven Thousand, One Hundred Ninety Three Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Change #3

Delete from page 7, Item 4.1, Term of Contract, the following language:

This Contract shall begin on July 1, 2017 and shall end June 30, 2018. State has the right to extend the term of the Contract for up to a total of (three) 3 years with the concurrence of the Contractor and all appropriate approvals.

Add to page 7, Item 4.1, Term of Contract, the following language:

This Contract shall begin on July 1, 2017, and shall end June 30, 2019. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each Contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three (3) years.

This Amendment also increases the total amount payable under the Contract by \$106,750.00 from \$2,350,443.00 to \$2,457,193.00 for FY 2018 to include additional funding that was identified in the FY 2018 budget of the Louisiana Office of Tourism to further enhance and improve LouisianaTravel.com, the State's official tourism website. This Amendment does not provide for the funding in FY 2018-2019. A subsequent amendment will provide for the additional funding. The FY 2018-2019 funding level may not be determined until the agency's appropriation is final.

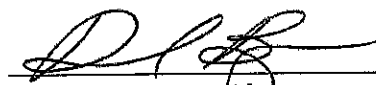
The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to extend the term and increase the amount payable.

Amendment becomes effective: April 12, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

MILES PARTNERSHIP, LLLP




David Burgess, President

04/27/2018

Date


DEPARTMENT OF CULTURE, RECREATION AND TOURISM



Doug Bourgeois, Assistant Secretary
Louisiana Office of Tourism

5/4/18

Date



Richard Hartley, Deputy Secretary

05/09/18

Date

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**MILES PARTNERSHIP, LLLP
6751 PROFESSIONAL PARKWAY WEST, SUITE 200, SARASOTA, FL 34240
PHONE # 941-342-2300 TAX ID # 02-0761406**

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-03, PO# 2000276649 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Miles Partnership, LLLP, increases the maximum amount payable per the Contract.

Change #1

Delete from page 8, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$2,457,193.00 (Two Million, Four Hundred Fifty Seven Thousand, One Hundred Ninety Three Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 8, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$4,162,620.00 (Four Million, One Hundred Sixty-Two Thousand, Six Hundred Twenty Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-03-C) increases the amount payable under the Contract by \$1,705,427.00, **from \$2,457,193.00 to \$4,162,620.00**. Amendment DCRT-OT-18-03-A increased the amount payable per the Contract and changed the contract monitor. Amendment DCRT-OT-18-03-B extended the termination date of the Contract from June 30, 2018, to June 30, 2019, but did not include funding for fiscal year 2019. The State could not finalize its marketing plans until the State's appropriation was final.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

THUS DONE AND SIGNED AT SARASOTA, FLORIDA, ON August 16, 2018 (DATE).

WITNESSES:

Signature: [Signature]
Print name: Ben Miles

Miles Partnership, LLLP

[Signature]
David Burgess, President
6751 Professional Parkway West, Suite 200
Sarasota, FL 34240
Tax ID# 02-0761406

Signature: [Signature]
Print name: Lisa Hill

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON August 20, 2018 (DATE).

WITNESSES:

Signature: [Signature]
Print name: Lindsey Schmitt

Department of Culture, Recreation & Tourism

[Signature]
Doug Bourgouis, Assistant Secretary
Office of Tourism

Signature: [Signature]
Print name: Marlene Curcio

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON August 22, 2018 (DATE).

WITNESSES:

Signature: [Signature]
Print name: Amie B. Burley

Department of Culture, Recreation & Tourism

[Signature]
Richard H. Hartley, Deputy Secretary

Signature: [Signature]
Print name: Linda C. Smith

AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND

MILES PARTNERSHIP, LLLP
6751 PROFESSIONAL PARKWAY WEST, SUITE 200, SARASOTA, FL 34240
PHONE # 941-342-2300 TAX ID # 02-0761406

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-03, PO# 2000276649 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Miles Partnership, LLLP, increases the amount payable per the Contract and extends the term of the Contract.

Change #1

Delete from page 7, Item 4.1, Term of Contract, the following language:

This Contract shall begin on July 1, 2017, and shall end on June 30, 2019.

Add to page 7, Item 4.1, Term of Contract, the following language:

This Contract shall begin on July 1, 2017, and shall end on June 30, 2020.

Change #2

Delete from page 8, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$4,162,620.00 (Four Million, One Hundred Sixty-Two Thousand, Six Hundred Twenty Dollars), subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 8, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of \$4,612,620.00 (Four Million, Six Hundred Twelve Thousand, Six Hundred Twenty Dollars), subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-03-D) increases the amount payable under the Contract by \$450,000.00, from \$4,162,620.00 to \$4,612,620.00. Additional funding was identified in the Office of Tourism's FY 2019 budget that will be used for additional marketing of Louisiana as a premier tourism destination.

PO# 2000276649
DCRT-OT-18-03-D
Amendment # 4

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable and to extend the term.

Amendment becomes effective: February 11, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below.

THUS DONE AND SIGNED AT SARASOTA, FLORIDA, ON 4/15/19 (DATE).

WITNESSES:

Miles Partnership, LLLP

Signature: Lisa Hill

Print Name: Lisa Hill

Signature: Jay Scallen

Print name: Jay Scallen

David Burgess
David Burgess, President
6751 Professional Parkway West, Suite 200
Sarasota, FL 34240
Tax ID# 02-0761406

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 17, 2019 (DATE).

WITNESSES:

Department of Culture, Recreation & Tourism

Signature: Linda Smith

Print name: Linda Smith

Signature: Lindsey Schmitt

Print name: Lindsey Schmitt

Doug Bourgeois
Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 23, 2019 (DATE).

WITNESSES:

Department of Culture, Recreation & Tourism

Signature: Amie B. Bui

Print name: Amie B. Bui

Signature: Tina O'Neal

Print name: Tina O'Neal

Richard H. Hartley
Richard H. Hartley, Deputy Secretary

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND**

**MILES PARTNERSHIP, LLLP
6751 PROFESSIONAL PARKWAY WEST, SUITE 200, SARASOTA, FL 34240
PHONE # 941-342-2300 TAX ID # 02-0761406**

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-03, PO# 2000276649 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Miles Partnership, LLLP, increases the amount payable per the Contract.

Change #1

Delete from page 8, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of **\$4,612,620.00 (Four Million, Six Hundred Twelve Thousand, Six Hundred Twenty Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 8, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$7,003,620.00 (Seven Million, Three Thousand, Six Hundred Twenty Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-03-E) increases the amount payable under the Contract by \$2,391,000.00, **from \$4,612,620.00 to \$7,003,620.00**. Amendment DCRT-OT-18-03D extended the termination date of the contract from June 30, 2019 to June 30, 2020 and increased the amount payable per the contract by \$450,000.00 for fiscal year 2019, but did not include funding for fiscal year 2020. The State could not finalize its marketing plan for fiscal year 2020 until its appropriation was final.

The maximum amount payable includes the budget set aside for the Office of Tourism's marketing efforts as well as other agencies within the Department of Culture, Recreation and Tourism and the Office of the Lieutenant Governor. This Contract, as well as all contracts awarded pursuant to the RFP, are "departmental contracts," meaning all agencies within the Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism are allowed to utilize the services of the Contract, to the extent the needed services fit the goals and objectives of the Contract. Departmental contracts provide for economies of scale and ensure collaboration among agencies.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below.

THIS DONE AND SIGNED AT SARASOTA, FLORIDA, ON SEPTEMBER 3, 2019 (DATE).

WITNESSES:

Miles Partnership, LLLP

Signature: [Signature]

Print Name: Gray Lamy

Signature: [Signature]

Print name: BEN MILES

[Signature]
David Burgess, President
6751 Professional Parkway West, Suite 200
Sarasota, FL 34240
Tax ID# 02-0761406

THIS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON September 9, 2019 (DATE).

WITNESSES:

Department of Culture, Recreation & Tourism

Signature: [Signature]

Print name: Lindsey Schmitt

Signature: [Signature]

Print name: Lynne M Coxwell

[Signature]
Doug Bourgeois, Assistant Secretary
Office of Tourism
Jeff Harlan-Dept. Asst. Secretary-Office of Tourism

THIS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON September 10 2019 (DATE).

WITNESSES:

Department of Culture, Recreation & Tourism

Signature: [Signature]

Print name: Dana Noguera

Signature: [Signature]

Print name: Lindsey Schmitt

[Signature]
Richard H. Hartley, Deputy Secretary
Nancy Watkins, Undersecretary

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND
TRUMPET, LLC, 2803 ST. PHILIP ST., NEW ORLEANS, LA 70119
PHONE # 504-561-7485 TAX ID # 72-1389810**

Amendment Provisions

This Amendment to Contract DCRT-OT-18-04, PO# 2000276518, between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, ("Amendment"), increases the maximum amount payable per the Contract, extends the term of the Contract, and updates the Contract Monitor.

Change #1

Delete from page 7, Number 5.1., Payment Terms, Item 5.1.1., Sentence 1, the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$4,000,000.00 (Four Million Dollars)**, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District.

Add to page 7, Number 5.1., Payment Terms, Item 5.1.1., Sentence 1, the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$6,023,000.00 (Six Million Twenty Three Thousand Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Change #2

Delete from page 6, Item 4.1, Term of Contract, the following language:

This Contract shall begin on July 1, 2017 and shall end on June 30, 2018. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Add to page 6, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2019. State has the right to extend the term of the Contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

Change #3

Delete from page 1, Scope of Services, paragraph after 3.1.7.:

All services shall be performed under the direct supervision of the Contract Monitor, Misty Shaw, Director of Programs and Services, her designee(s), supervisor(s) or successor(s).

Add to page 1, Scope of Services, paragraph after 3.1.7:

All services shall be performed under the direct supervision of the Contract Monitor, Leanne Weill, her designee(s), supervisor(s), or successor(s).

Change #4

Delete from page 20, Monitoring Plan, Sentences 1 and 2, the following language:

Misty Shaw, her designee(s), supervisor(s) or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Misty Shaw will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Add to page 20, Monitoring Plan, Sentences 1 and 2, the following language:

Leanne Weill, her designee(s), supervisor(s), or successor(s) will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Leanne Weill will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each Contract was awarded on a one-year basis with the option to extend the term of the Contract, by amendment, for a maximum of three (3) years.

This Amendment increases the total amount payable under the Contract, based on budget allocations under the various agencies under DCRT. When the original contract was drafted, the State included only the budget set aside for the Office of Tourism. However, this Contract, as well as all of the contracts awarded pursuant to the RFP, are "departmental contracts," meaning all agencies within the Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism would be allowed to utilize the services of the Contractor, to the extent the needed services fit the goals and objectives of the Contract. Departmental contracts provide for economies of scale and ensure collaboration among the agencies. Also, additional funding was identified in the FY 2018 budget of the Louisiana Office of Tourism for additional marketing and advertising of Louisiana as a premier tourism destination. This Amendment does not provide for the funding in FY 2018-2019. A subsequent amendment will provide for the additional funding. The FY 2018-2019 funding level may not be determined until the agency's appropriation is final.

This Amendment changes the Contract Monitor from Misty Shaw to Leanne Weill. Misty Shaw is no longer employed by the Department of Culture, Recreation and Tourism.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to update the Contract Monitor, extend the term, and increase the amount payable.

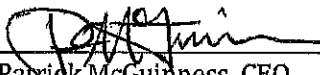
Amendment becomes effective: April 12, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

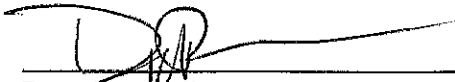
PO# 2000276518
DCRT-OT-18-04-A
Amendment # 1

TRUMPET, LLC

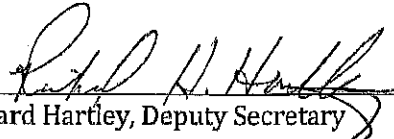

Patrick McGuinness, CEO

5/1/18
Date

DEPARTMENT OF CULTURE, RECREATION AND TOURISM


Doug Bourgeois, Assistant Secretary
Louisiana Office of Tourism

5/4/18
Date


Richard Hartley, Deputy Secretary

05/09/18
Date

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND
TRUMPET, LLC, 2803 ST. PHILIP ST., NEW ORLEANS, LA 70119
PHONE # 504-561-7485 TAX ID # 72-1389810**

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-04, PO# 2000276518 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, increases the maximum amount payable per the Contract.

Change #1

Delete from page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$6,023,000.00 (Six Million Twenty Three Thousand Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$11,023,000.00 (Eleven Million, Twenty Three Thousand Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-04-B) increases the amount payable under the Contract by \$5,000,000.00 **from** \$6,023,000.00 **to** \$11,023,000.00. Amendment DCRT-OT-18-04-A extended the termination date of the Contract from June 30, 2018, to June 30, 2019, but did not include funding for fiscal year 2019. The State could not finalize its marketing plans until the State's appropriation was final.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2018.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

PO# 2000276518
DCRT-OT-18-04-B
Amendment # 2

THUS DONE AND SIGNED AT NEW ORLEANS, LOUISIANA, ON 8/8/2018 (DATE).

WITNESSES:

Signature: [Signature]
Print name: Liz Boyron

Signature: [Signature]
Print name: JUDE M. CHAUVIN

Trumpet, LLC

[Signature]
Patrick McGuinness, CEO
2803 St. Philip St., New Orleans, LA 70119
Tax ID 72-1389810

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON August 16, 2018 (DATE).

WITNESSES:

Signature: [Signature]
Print name: MARLENE CURCIO

Signature: [Signature]
Print name: Lindsey Schmitt

Department of Culture, Recreation & Tourism

[Signature]
Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON August 20, 2018 (DATE).

WITNESSES:

Signature: [Signature]
Print name: Amie B. Burege

Signature: [Signature]
Print name: Linda C. Smith

Department of Culture, Recreation & Tourism

[Signature]
Richard H. Hartley, Deputy Secretary

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND
TRUMPET, LLC, 2803 ST. PHILIP ST., NEW ORLEANS, LA 70119
PHONE # 504-561-7485 TAX ID # 72-1389810**

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-04, PO# 2000276518 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, increases the amount payable per the Contract and extends the term of the Contract.

Change #1

Delete from page 6, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2019.

Add to page 6, Item 4.1, Term of Contract, the following language:

This Contract shall begin July 1, 2017, and shall end June 30, 2020.

Change #2

Delete from page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$11,023,000.00 (Eleven Million, Twenty Three Thousand Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$12,023,000.00 (Twelve Million, Twenty-Three Thousand Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-04-C) increases the amount payable under the Contract by \$1,000,000.00, **from \$11,023,000.00 to \$12,023,000.00**. Additional funding was identified in the Office of Tourism's FY 2019 budget that will be used for additional marketing and advertising of Louisiana as a premier tourism destination.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable and to extend the term of the Contract.

Amendment becomes effective: February 11, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

THUS DONE AND SIGNED AT NEW ORLEANS, LOUISIANA, ON 3/28/2019 (DATE).

WITNESSES:

Signature: Liz Byrom

Print Name: Liz Byrom

Signature: [Signature]

Print name: Jenny McGuinness

Trumpet, LLC

[Signature]
Patrick McGuinness, CEO
2803 St. Philip St., New Orleans, LA 70119
Tax ID 72-1389810

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 1, 2019 (DATE).

WITNESSES:

Signature: Lindsey Schmitt

Print name: Lindsey Schmitt

Signature: Caroline Lawler

Print name: Caroline Lawler

Department of Culture, Recreation & Tourism

[Signature]
Doug Bourgeois, Assistant Secretary
Office of Tourism

THUS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON April 8, 2019 (DATE).

WITNESSES:

Signature: Amie B. Buriege

Print name: Amie B. Buriege

Signature: Lindsey Schmitt

Print name: Lindsey Schmitt

Department of Culture, Recreation & Tourism

[Signature]
Richard H. Hartley, Deputy Secretary

**AMENDMENT TO THE CONTRACT BETWEEN
STATE OF LOUISIANA
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
AND
TRUMPET, LLC, 2803 ST. PHILIP ST., NEW ORLEANS, LA 70119
PHONE # 504-561-7485 TAX ID # 72-1389810**

Amendment Provisions

This amendment ("Amendment") to Contract DCRT-OT-18-04, PO# 2000276518 ("Contract"), between the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism and Trumpet, LLC, increases the amount payable per the Contract.

Change #1

Delete from page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$12,023,000.00 (Twelve Million, Twenty-Three Thousand Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Add to page 7, Item 5.1.1., the following language:

In consideration of the services required by this Contract, State hereby agrees to pay Contractor a maximum fee of **\$18,090,845.00 (Eighteen Million, Ninety Thousand, Eight Hundred Forty-Five Dollars)**, subject to full funding by the Legislature, budget reductions, and approval of the Louisiana Tourism Promotion District.

Justification for the Amendment:

This Contract is one of five awarded pursuant to a 2016 Request for Proposals to identify one or more contractors to provide marketing and advertising services for the Louisiana Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. Each contract was awarded on a one-year basis with the option to extend the term of the contract, by amendment, for a maximum of three years.

This Amendment (DCRT-OT-18-04-D) increases the amount payable under the Contract by \$6,067,845.00, **from \$12,023,000.00 to \$18,090,845.00**. Amendment DCRT-OT-18-04 C extended the termination date of the contract from June 30, 2019 to June 30, 2020 and increased the amount payable per the contract by \$1,000,000.00 for fiscal year 2019, but did not include funding for fiscal year 2020. The State could not finalize its marketing plan for fiscal year 2020 until its appropriation was final.

The maximum amount payable includes the budget set aside for the Office of Tourism's marketing efforts as well as other agencies within the Department of Culture, Recreation and Tourism and the Office of the Lieutenant Governor. This Contract, as well as all contracts awarded pursuant to the RFP, are "departmental contracts," meaning all agencies within the Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism are allowed to utilize the services of the Contract, to the extent the needed services fit the goals and objectives of the Contract. Departmental contracts provide for economies of scale and ensure collaboration among agencies.

The Contractor has performed all services in a professional manner and in accordance with the terms of the Contract. It is in the State's best interest to amend the Contract to increase the amount payable.

Amendment becomes effective: July 1, 2019.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

This Amendment is signed and entered into on the dates indicated below:

THIS DONE AND SIGNED AT NEW ORLEANS, LOUISIANA, ON August 26, 2019 (DATE).

WITNESSES:

Signature:

Print Name:

Signature:

Print name:

Trumpet, LLC

Patrick McGulness, CEO

2803 St. Philip St., New Orleans, LA 70119

Tax ID 72-1389810

THIS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON September 5, 2019 (DATE).

WITNESSES:

Signature:

Print name:

Signature:

Print name:

Department of Culture, Recreation & Tourism

Doug Bourgeois, Assistant Secretary
Office of Tourism

THIS DONE AND SIGNED AT BATON ROUGE, LOUISIANA, ON September 5, 2019 (DATE).

WITNESSES:

Signature:

Print name:

Signature:

Print name:

Department of Culture, Recreation & Tourism

Richard H. Hartley, Deputy Secretary

Nancy Watkins
Undersecretary