

REQUEST FOR PROPOSALS
Marketing and Advertising Services

State of Louisiana

Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

Office of Tourism

Capitol Annex, Third Floor

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<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>



RFP #:267000-RFP-OT-07/29/16

PROPOSAL DUE DATE/TIME: THURSDAY, OCT. 6, 2016

State of Louisiana

Office of State Procurement

Date of issuance: Friday, July 29, 2016

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1.0 PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background on Issuing Agency/General Information About This RFP

The Louisiana Department of Culture, Recreation and Tourism (“DCRT” or “State”) is in the Office of the Lieutenant Governor (“OLG”) in the executive branch of Louisiana state government. The DCRT is responsible for the statewide development and implementation of cultural, recreational, and tourism programs, including the development, maintenance, and operation of library, park, recreation, museum and other cultural facilities and programs. La. R.S. 36:201.

The DCRT consists of several agencies, or “offices,” including the Office of Tourism (“LOT”), Office of Cultural Development, Office of the State Museum, Office of the State Library, Office of the Secretary, Office of State Parks and the Louisiana Seafood Promotion and Marketing Board.

The OLG includes the Encore Louisiana Commission and the Volunteer Louisiana Commission, as well as other programs and functions that support the role of the Lieutenant Governor as the second highest ranking statewide elected official for the State of Louisiana.

The LOT serves as the lead agency for external communications and marketing of the Louisiana tourism brand, and is therefore serving as the issuing agency for this RFP. The LOT, through its Programs and Services Section, will coordinate the services resulting from the contract or contracts awarded hereunder.

The mission of the Programs and Services Section of the Office of Tourism is to oversee advertising and publicity for the tourism assets of the state of Louisiana; to design, produce and distribute advertising materials in all media; and to reach as many potential tourists as possible with an invitation to visit Louisiana.

The OLG/DCRT and agencies within the OLG/DCRT are guided by their Strategic Plans. Each plan is available at <http://www.crt.state.la.us/strategic-plan-for-the-office-of-the-lt-governor-and-dcrt>. Data, research and reports on Louisiana’s tourism industry are available at <http://www.crt.state.la.us/tourism/louisiana-research/index>.

1.1.1 Purpose

The purpose of this Request for Proposals (“RFP”) is for the State of Louisiana, Office of the Lieutenant Governor (“OLG”), Department of Culture, Recreation and Tourism (“DCRT”), hereinafter sometimes collectively referred to as “State” or “OLG/DCRT,” to obtain competitive proposals from bona fide, qualified Proposers in order to award one or more contracts to companies that will create and execute marketing initiatives and communications strategies within the following three components (collectively, “Components”):

Component 1: Creative/Marketing/Media/Brand Identity

Component 2: Public Relations

Component 3: Internet/Social Media/Digital Marketing

The purpose of dividing the work into three components is to provide the State greater access to the most creative, innovative, and entrepreneurial Proposers.

The three components allow prospective contractors the flexibility to submit one proposal in response to a single component, or multiple proposals in response to more than one component. A proposal may be submitted by a single firm or by a collaboration of firms.

As described in section 1.19, if a Proposer plans to collaborate with other business entities or individuals in a proposal, the Proposer must submit the written agreements that describe that collaboration, including the nature of the relationship (e.g., contractor/sub-contractor, partnership, joint venture) and an explanation of the division of duties, billing and payment arrangements, lines of communication, and account management. The State will require the designation of a single point of contact and a single contracting entity for any such collaboration.

1.1.2 Goals and Objectives

1.1.2.1 To market, promote and showcase Louisiana as a travel destination;

1.1.2.2 To increase revenue generated by the tourism industry;

1.1.2.3 To contribute to the economic impact of tourism in all 64 parishes;

1.1.2.4 To position Louisiana as:

1.1.2.4.1 A destination with a plethora of indigenous music genres;

1.1.2.4.2 A culinary destination;

1.1.2.4.3 The “Festival Capital of the World”;

1.1.2.4.4 An outdoor enthusiast’s dream;

1.1.2.4.5 The nation’s most distinctive cultural experience;

1.1.2.4.6 A retirement destination (Retire Louisiana Style)

1.1.2.5 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.

1.1.3 Budget

The total budget for all components for FY 2016-17 is \$7,100,000.00 inclusive of production and media costs. The total budget for FY 2017-18 will not be determined until legislative appropriations are final. The actual budget in any fiscal year is subject to actual sales tax revenue collected, approval by the Louisiana Tourism Promotion District Board of Directors and legislative appropriation. The budget is also subject to increase or reduction by legislative or executive action.

The amount allocated to any single component or any one contractor will be determined during contract negotiations. The contract amount will reflect a maximum amount payable under the contract. However, all payments will be tied to actual work performed in accordance with the process for approval of projects set forth below, in the Sample Contract (Attachment 10, Section 2.3.3, “Procedures for Project Initiation, Approval, and Measurement”). There is no minimum guaranteed amount to be paid. A contractor will only be paid for actual, approved work on a project-by-project basis.

1.1.4 Term

If executed and approved in accordance with La. R.S. 39:1604 et seq., any contract issued pursuant to this RFP is anticipated to begin July 1, 2017. The term of any such contract(s) awarded for Component 1 and Component 2 is anticipated to be one fiscal year, ending June 30, 2018. An option to renew for up to two additional years (FY 2018 - 19 and FY 2019 - 20) may be exercised at the discretion of the State, with concurrence of the Contractor. Such renewal would be accomplished through an amendment to the original contract(s).

The term of any contract(s) awarded for Component 3 is anticipated to be three fiscal years, ending June 30, 2020.

Any contract may also be amended or terminated as set forth in the Sample Contract (Attachment 10, Section 5, "Termination").

1.1.5 Contact Information

This RFP is issued by the OLG/DCRT. The RFP Coordinator is Misty Shaw, Director of Programs and Services for the Louisiana Office of Tourism. All communication with regard to this RFP and any resulting contract(s) will be coordinated through the RFP Coordinator. This RFP is available in electronic format at <http://www.crt.la.gov/tourism/rfp> and at the State of Louisiana Procurement and Contract Network (LaPAC), <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Interested parties may also submit a written request (via mail or email) to receive a copy of this RFP. Contact:

Misty Shaw
rfpquestion@crt.la.gov
Louisiana Office of Tourism
P.O. Box 94291
Baton Rouge, LA 70804

1.2 Definitions

- 1.2.1** Shall and Will - the terms "shall" and "will" denote mandatory requirements.
- 1.2.2** Must - the term "must" denotes mandatory requirements.
- 1.2.3** May and Can - the terms "may" and "can" denote an advisory or permissible action.
- 1.2.4** Should - the term "should" denotes a desirable action.
- 1.2.5** Contractor - any person having a contract with a governmental body; the selected Proposer.
- 1.2.6** Agency - the Office of Tourism ("LOT"), Office of Cultural Development, Office of the State Museum, Office of State Library, Office of the Secretary, Office of State Parks and the Louisiana Seafood Promotion and Marketing Board.
- 1.2.7** State - OLG/DCRT

- 1.2.8** Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- 1.2.9** DOA - Division of Administration
- 1.2.10** OSP - Office of State Procurement
- 1.2.11** Proposer - a firm or individual who responds to this RFP.
- 1.2.12** Tourism Industry Account - services include accommodation; adventure tourism and recreation; attractions; events and conferences; food and beverage; tourism services (e.g., Convention and Visitors Bureaus); transportation; travel trade (e.g., travel agents).
- 1.2.13** Niche Audience - a narrowly defined market segment, e.g., snowbirds, wedding/honeymoon travelers, eco-tourists, faith-based travelers, African-Americans, sports enthusiasts.
- 1.2.14** RFP - Request for Proposals

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	Fri. 7/29/16
Deadline for receipt of written inquiries	Thurs. 8/25/16
Issue responses to written inquiries	Thurs. 9/8/16
Deadline for receipt of proposals	Thurs. 10/6/16, 4:00 PM CT
Proposals evaluated	Mon. 10/17/16 – Thurs. 11/10/16
Invitations to present sent to Proposers	Mon. 11/14/16
Presentations	Tues. 12/13/16
Top-scoring proposals announced/Rejection letters sent	Tues. 12/13/16
Contract negotiations commence	Tues. 1/3/17
Contract submitted to OSP-PC	Mon. 2/23/17
JLCB Approval*	TBD
Anticipated contract start date	Sat. 7/1/17

**Approval process may include review by a Procurement Support Team (PST) and the Joint Legislative Committee on the Budget (JLCB).*

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP (item 1.11 – Changes, Addenda, Withdrawals.)

1.4 Proposal Submission

1.4.1 Delivery Information.

1.4.1.1 **Deadline.** Proposals must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 PM Central Time on the date specified in the Schedule of Events. Fax or e-mail submissions shall not be acceptable and will not be scored. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

- 1.4.1.2 Labeling. Proposal package shall be sealed and labeled “Response to OLG/DCRT Marketing RFP” and should clearly indicate the Component addressed (i.e., Component 1, 2 and/or 3).
- 1.4.1.3 Delivery. Proposers mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Misty Shaw
Louisiana Office of Tourism
P.O. Box 94291
Baton Rouge, LA 70804-9291

For courier delivery, the street address is:
Misty Shaw
Louisiana Office of Tourism
1051 N. Third St. – Room 327
Baton Rouge, LA 70802.

Telephone number is **225-219-9858**.

1.4.2 Minimum Mandatory Qualifications for Proposer

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. In order to be evaluated, every Proposer must meet the minimum mandatory requirements described on Attachment 1, Certification of Minimum Mandatory Qualifications for Proposer. Proposers who fail to include a signed copy of Attachment 1 will not be graded.

1.5 Proposal Format

1.5.1 Number of Copies of Proposals

- 1.5.1.1 The State requests that 11 copies of the proposal be submitted to the RFP Coordinator at the address specified.
- 1.5.1.2 Proposals should be submitted in three-ring binders and should be printed on paper no larger than 8.5” x 11” (for duplication/filing purposes).
- 1.5.1.3 All pages of the proposal should be numbered.
- 1.5.1.4 At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization.
- 1.5.1.5 A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation (See Attachment 4, Sample Board Resolution.)
- 1.5.1.6 The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

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

1.6 Proposal Content – All Components: The following items should be submitted for each individual Component, meaning Proposer will provide each item below for each Component the Proposer is bidding on. Different items required for each Component are noted in their respective sections (Section 1.7, Proposal Content – Component-Specific).

- 1.6.1** Cover Letter: A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
- 1.6.2** Minimum Mandatory Qualifications Certification (Attachment 1)
- 1.6.3** Company Background Information Sheet (Attachment 2)
- 1.6.4** Certification Statement (Attachment 3)
- 1.6.5** Experience/Personnel and Production Resources.
 - 1.6.5.1 Provide a list of team members who would work on the account and indicate which team members would be solely dedicated to the OLG/DCRT account. Also note which, if any, members work on other tourism industry accounts. This list will be considered the team your company proposes to service the account, so only include those who will actually work on the account on a consistent basis. Include:
 - 1.6.5.1.1 Name;
 - 1.6.5.1.2 Job Title/Responsibilities (note: job titles of proposed team members should match the titles Proposer provides on Attachment 6A, 6B, and/or 6C – Cost Proposal);
 - 1.6.5.1.3 Number of Years in Current Position;
 - 1.6.5.1.4 Tourism Account Experience;
 - 1.6.5.1.5 Brief Summary of Work and Education History.
 - 1.6.5.2 Provide an organization chart or narrative to explain the managerial structure, inter- and intra-agency relationships, and any contractual relationships (e.g., sub-contractors) for the provision of services for the OLG/DCRT account.
- 1.6.6** Company Background and Financial Stability:
 - 1.6.6.1 Submit letters of good standing from the Proposer's bank and two credit references;
 - 1.6.6.2 Complete and submit the Company Background Information Sheet (Attachment 2);
 - 1.6.6.3 Provide an Audited Assets and Liabilities Statement for 2014 and 2015 prepared by a Certified Public Accountant.
- 1.6.7** References: Proposer must provide all information requested on Attachment 5, References.

1.6.8 Veteran and Hudson Initiatives Certification. For more information on Veteran and Hudson Initiatives Certification, see Attachment 7.

1.6.8.1 If applicable, Proposer shall provide Veteran and/or Hudson Initiative Certificate;

1.6.8.2 If Proposer is not a certified small entrepreneurship as described in Attachment 7, but plans to use certified small entrepreneurship(s), Proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a copy of subcontractor(s) certification, a description of the work each will perform and an estimate of the percentage of work the subcontractor is expected to perform.

1.6.9 Outsourcing of Key Controls: Not applicable for this RFP.

1.7 Proposal Content – Component-Specific:

1.7.1 COMPONENT 1: CREATIVE/MARKETING/MEDIA/BRAND IDENTITY

1.7.1.1 Creativity and Effectiveness. Please provide examples of two consumer campaigns your company has executed for a client or clients in the past 5 years. One of the two campaigns should target a niche audience. With each campaign include:

1.7.1.1.1 The objectives of the campaign;

1.7.1.1.2 The target audience;

1.7.1.1.3 The research and methodology that went into the development of the campaign;

1.7.1.1.4 The resulting creative concept, including advertising, marketing, branding and/or other related efforts;

1.7.1.1.5 Media strategy;

1.7.1.1.6 The results of the campaign;

1.7.1.1.7 How success was measured.

1.7.1.2 Methodology. Describe the Proposer's approach to performance for the OLG/DCRT account including:

1.7.1.2.1 Methodology for identifying client's needs;

1.7.1.2.2 Methodology for monitoring, measuring, and evaluating the results and quality of work;

1.7.1.2.3 Means to ensure timely delivery of services;

1.7.1.2.4 Process for ensuring communication of the above to State;

1.7.1.2.5 A description of the Proposer's accounting and billing practices, to include a description of the Proposer's system for tracking the status of projects and budget expenditures.

1.7.1.3 Cost for Component 1. A Proposer's grade on cost is tied to two numbers: the Proposer's Media Placement Commission Rate and the Proposer's Average Hourly Rate.

- 1.7.1.3.1 Each Proposer should submit its cost proposal on the form labeled “Cost Proposal Form – Component 1” (Attachment 6A) or an exact duplicate thereof.

1.7.2 COMPONENT 2 – PUBLIC RELATIONS

1.7.2.1 Creativity and Effectiveness. Please provide examples of two public relations campaigns/programs your company has executed for a client or clients in the past 5 years. One of the two campaigns/programs should be a public relations campaign directed to a niche audience.

With each campaign/program include:

- 1.7.2.1.1 The objectives of the campaign/program;
- 1.7.2.1.2 The target audience;
- 1.7.2.1.3 The research and methodology that went into the development of the campaign/program;
- 1.7.2.1.4 The resulting creative concept, strategy, marketing and/or other related efforts;
- 1.7.2.1.5 Media strategy;
- 1.7.2.1.6 The results of the campaign/program;
- 1.7.2.1.7 How success was measured.

1.7.2.2 Methodology. Describe the Proposer’s approach to performance for the OLG/DCRT account including:

- 1.7.2.2.1 Methodology for identifying client’s needs;
- 1.7.2.2.2 Methodology for monitoring, measuring, and evaluating the results and quality of work;
- 1.7.2.2.3 Means to ensure timely delivery of services;
- 1.7.2.2.4 Process for ensuring communication of the above to State;
- 1.7.2.2.5 A description of the Proposer’s accounting and billing practices, to include a description of the Proposer’s system for tracking the status of projects and budget expenditures.

1.7.2.3 Cost for Component 2. A Proposer’s grade on cost is tied to the Proposer’s Average Hourly Rate.

- 1.7.2.3.1 Each Proposer should submit its cost proposal on the form labeled “Cost Proposal Form – Component 2” (Attachment 6B) or an exact duplicate thereof.

1.7.3 COMPONENT 3: INTERNET/SOCIAL MEDIA/DIGITAL MARKETING

1.7.3.1 Creativity and Effectiveness: Please provide URLs of two websites with supportive internet/social media/digital marketing programs produced for a client or clients within the last five years. One of the two campaigns should target a niche audience. With each program include:

- 1.7.3.1.1 The objectives of the program;
- 1.7.3.1.2 The research and methodology that went into the development of the program;

- 1.7.3.1.3 The resulting creative concept, strategy, marketing and/or other related efforts;
- 1.7.3.1.4 The results of the program;
- 1.7.3.1.5 How success was measured.
- 1.7.3.2 Methodology. Describe the Proposer's approach to performance for the OLG/DCRT account including:
 - 1.7.3.2.1 Methodology for identifying client's needs;
 - 1.7.3.2.2 Methodology for conversion of existing Drupal 7.43 platform and host site to preferred replacement platform and host site if different;
 - 1.7.3.2.3 Methodology for monitoring, measuring, and evaluating the results and quality of work, such as web analytics, conversion, market research, social research and focus groups;
 - 1.7.3.2.4 Means to ensure timely delivery of services;
 - 1.7.3.2.5 Process for ensuring communication of the above to State;
 - 1.7.3.2.6 A description of the Proposer's accounting and billing practices, to include a description of the Proposer's system for tracking the status of projects and budget expenditures.
- 1.7.3.3 Cost for Component 3. A Proposer's grade on cost is tied to three numbers: the Proposer's Annual Hosting Cost, Media Placement Commission Rate and the Proposer's average Hourly Rate.
 - 1.7.3.3.1 Each Proposer should submit its cost proposal on the form labeled "Cost Proposal Form – Component 3" (Attachment 6C) or an exact duplicate thereof.

1.8 Confidential Information, Trade Secrets, and Proprietary Information/Disclosure of Proposal Contents

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this RFP and/or a contract awarded pursuant to this RFP without prior express written approval of the OLG/DCRT.

The information provided in the proposals shall be held in confidence until a contract is awarded, as per the Louisiana Public Records Act, La. R.S. 44:1 et seq. The winning proposal will become a part of the executed contract. Proposers are encouraged to familiarize themselves with the Louisiana Public Records Act. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked “CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION” in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.9 Proposal Clarifications Prior to Submittal

1.9.1 Pre-proposal Conference – NOT APPLICABLE FOR THIS RFP

1.9.2 Proposer Inquiries

1.9.2.1 Written questions regarding RFP requirements or Scope of Services must be submitted in writing to the RFP Coordinator, Misty Shaw, Director of Programs and Services; 1051 N. Third St., Baton Rouge, LA 70802; rfpquestion@crt.la.gov.

Inquiries should be submitted in the following format and should include the subject line “DCRT RFP INQUIRY”

Company Name:	
Question/Inquiry	Reference RFP section and page
1.)	
2.)	

1.9.2.2 The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 2:00 PM Central Time on the date specified in the Schedule of Events.

1.9.2.3 Official responses to all questions submitted by potential Proposers will be posted on the State’s website at www.crt.la.gov/tourism/rfp and at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

1.9.2.4 Only the RFP Coordinator has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

1.9.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.9.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

1.10 Errors and Omissions in Proposal

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

1.11 Changes, Addenda, Withdrawals

State shall reserve the right to change the Schedule of Events or revise any part of the RFP should a change be identified that is in the best interest of the State by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at www.crt.la.gov/tourism/rfp and <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP, if any. Any changes will be technical in nature or will provide a clarification of terms and requirements. Substantive changes will necessitate reissuance of this RFP.

1.12 Withdrawal of Proposal

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

1.13 Waiver of Administrative Informalities

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

1.14 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP or one or more components if it is determined to be in the State's best interest. The State reserves the right to provide or contract for any of the services described in this RFP independently, within state procurement guidelines. The State may opt to contract for some, all or none of the services described in this RFP.

1.15 Ownership of Proposal

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

1.16 Cost of Offer Preparation

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

1.17 Taxes

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

1.18 Determination of Responsibility

1.18.1 Before entering into a contract let under this RFP, the State will be required to certify that it has determined the selected Proposer to be responsible. Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected Proposer:

- 1.18.1.1 Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- 1.18.1.2 Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- 1.18.1.3 Is able to comply with the proposed or required time of delivery or performance schedule;
- 1.18.1.4 Has a satisfactory record of integrity, judgment, and performance;
- 1.18.1.5 Has not been suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133; and
- 1.18.1.6 Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

1.19 Use of Subcontractors

1.19.1 For each contract for any Component let under this RFP, there shall be a single prime contractor, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding,

Proposers may enter into subcontractor arrangements, however, Proposers shall acknowledge in their proposals total responsibility for the entire contract and should provide information regarding subcontractors on Attachment 2, Company Background Information.

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

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

1.20 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award (based on preliminary round scores) to provide oral presentations. The oral presentations are an opportunity for the Proposers to clarify and elaborate on their proposals, in response to committee members' inquiries or otherwise, thereby providing the Evaluation Committee more information on the criteria by which the Proposers are evaluated. Proposers selected to present to the Evaluation Committee will also be expected to prepare and present a new consumer campaign. The details of the presentation will be included in the Proposers' invitation.

Any oral presentation shall be made by team members who are listed in Proposer's proposal to service the OLG/DCRT account.

Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

Proposer agrees to waive its rights against the State of Louisiana, any agency, board, commission, officer, agent, and employee in any claim that may arise out of the use of any ideas, images, methodology, music, verbiage or other intellectual property submitted or presented in the course of the final round.

1.21 Acceptance of Proposal Content

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

1.22 Evaluation and Selection

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

1.22.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

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

1.23 Contract Award and Execution

The State shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State shall reserve the right to contract for all or a partial list of services described in the RFP and/or offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract let under this RFP. The selected Proposer(s) for Component 1 shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment 10. The selected Proposer(s) for Components 2 and 3 shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment 10, with the exception of Section 2 “Scope of Services” which will be tailored to Public Relations Services (Component 2) and Internets/Social Media/Digital Marketing (Component 3). In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 30 business days or if the selected Proposer fails to sign the final contract within 30 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.24 Notice of Intent to Award

The Evaluation Committee will compile the scores and make a recommendation to the head of the Agency on the basis of the responsive and responsible Proposer(s) with the highest score(s). The State reserves the right to allocate services according to the State’s best interests.

The State also reserves the right to select multiple contractors for any component if it serves the State’s best interests. The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). It is hoped that any contract let via this RFP will be negotiated, executed, and approved before the start of the Fiscal Year 2017 – 18 (July 1, 2017). Unsuccessful Proposers will be notified in writing accordingly.

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

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the Agency issuing the proposal within 14 calendar days after the award has been announced by the Agency.

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

1.25 Right to Prohibit Award

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

1.26 Insurance Requirements

Proposer must provide certificates of insurance upon execution of contract. Please refer to Attachment 10, Sample Contract, Exhibit A for insurance requirements.

1.27 Indemnification/Hold Harmless

Please refer to Attachment 10, Sample Contract, Section 5.4.

1.28 Payment Terms

Payment terms shall be negotiated with the successful Proposer.

1.29 Termination

1.29.1 Termination of the Contract for Cause. Please refer to Attachment 10, Sample Contract, Section 5.1.

1.29.2 Termination of the Contract for Convenience. Please refer to Attachment 10, Sample Contract, Section 5.2.

1.29.3 Termination for Non-Appropriation of Funds. Please refer to Attachment 10, Sample Contract, Section 5.3.

1.30 Assignment

Please refer to Attachment 10, Sample Contract, Section 5.8.

1.31 Audit of Records

Please refer to Attachment 10, Sample Contract, Section 5.9.

1.32 Civil Rights Compliance

Please refer to Attachment 10, Sample Contract, Section 5.13.

1.33 Record Ownership

Please refer to Attachment 10, Sample Contract, Section 5.21.

1.34 Entire Agreement/Order of Precedence

Please refer to Attachment 10, Sample Contract., Section 5.20.

1.35 Contract Changes

Please refer to Attachment 10, Sample Contract, Section 5.10.

1.36 Substitution of Key Personnel

Please refer to Attachment 10, Sample Contract, Section 2.3.7.

1.37 Governing Law

Please refer to Attachment 10, Sample Contract, Section 5.15.

1.38 Claims or Controversies

Please refer to Attachment 10, Sample Contract, Section 5.6.

1.39 Code of Ethics

Please refer to Attachment 10, Sample Contract, Section 5.16.

1.40 Corporate Requirements

Please refer to Attachment 10, Sample Contract., Section 5.17.

1.41 Outsourced Key Controls

Not applicable to this RFP.

2.0 PART II: SCOPE OF WORK/SERVICES

2.1 Overview.

The State's marketing efforts for Components 1, 2 and 3 will be multifaceted yet coordinated. While the RFP is divided into three components, it is understood that there will be overlap among tasks that will fall within each component. Further, it is important to recognize that the award of a contract under a particular component does not guarantee a contractor exclusivity to perform tasks described under that component.

2.1.1 Component 1, Creative/Marketing/Media/Brand Identity: Development and implementation of a comprehensive, research-based Marketing and Communications Plan/campaign 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, account management services and any other approved initiatives.

2.1.2 Component 2, Public Relations: Perform 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 plan/campaign and shall support the plan/campaign.

2.1.3 Component 3, Internet/Social Media/Digital Marketing: Development and implementation of the State's Internet/Social Media/Digital Marketing plan that supports and/or complements the overall plan/campaign. Includes: website development and/or enhancements; customer acquisition and email retention campaigns; multimedia presentations and account management services.

2.2 Period of Agreement.

Contracts awarded pursuant to the RFP for Components 1 and 2 are anticipated to begin on July 1, 2017 and end on June 30, 2018. State shall have the right to contract for up to a total of 3 years with the concurrence of the contractor and all appropriate approvals. Contracts awarded pursuant to the RFP for Component 3 are anticipated to begin on July 1, 2017 and end on June 30, 2020.

2.3 Tasks and Services

- 2.3.1** Component 1, Creative/Marketing/Media/Brand Identity
 - 2.3.1.1 Consulting Services
 - 2.3.1.2 Media Placement
 - 2.3.1.3 Research
 - 2.3.1.4 Account Services, Accountability and Business Support
- 2.3.2** Component 2, Public Relations
 - 2.3.2.1 Consulting Services
 - 2.3.2.2 Research
 - 2.3.2.3 Account Services, Accountability and Business Support
- 2.3.3** Component 3, Internet/Social Media/Digital Marketing
 - 2.3.3.1 Consulting Services
 - 2.3.3.2 Media Placement
 - 2.3.3.3 Research
 - 2.3.3.4 Account Services, Accountability and Business Support

2.4 Deliverables

- 2.4.1** Component 1, Creative/Marketing/Media/Brand Identity. 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 all services.
- 2.4.2** Component 2, Public Relations. Deliverables include a research-based strategic Public Relations Plan, as well as initiatives, familiarization tours and information gathered through research, data, records, reports and other requested documentation of work and services.
- 2.4.3** Component 3, Internet/Social Media/Digital Marketing: Deliverables include website development and/or enhancements, customer acquisition and email retention and account management services and research and development of a strategic plan for Internet/Social Media/Digital Marketing.

2.5 Scope of Work Elements

- 2.5.1 Component 1, Creative/Marketing/Media/Brand Identity.**
Contractor(s) selected for Component 1 may be required to perform some or all, but not limited to, the following duties:
 - 2.5.1.1 Assist in the overall creation of marketing strategy and brand positioning;
 - 2.5.1.2 Marketing/media research, analysis, recommendation and purchase;
 - 2.5.1.3 Creative development and implementation of assigned marketing programs; including but not limited to niche marketing;
 - 2.5.1.4 Establish brand standards;
 - 2.5.1.5 Negotiate on behalf of the State for most cost-efficient marketing programs;
 - 2.5.1.6 Copywriting/proofing;
 - 2.5.1.7 Identify and establish appropriate private/public partnerships;
 - 2.5.1.8 Account management, including status reports and project calendars.
- 2.5.2 Component 2, Public Relations**
Contractor(s) selected for Component 2 may be required to perform some or all, but not limited to, the following duties:

- 2.5.2.1 Develop strategies for programs that support the overall campaign, including but not limited to niche marketing;
- 2.5.2.2 Develop/maintain relationships with key media contacts to ensure consistent and aggressive editorial outreach;
- 2.5.2.3 Provide developed media pitches and story angles as directed;
- 2.5.2.4 Copywriting/proofing;
- 2.5.2.5 Plan and implement familiarization tours;
- 2.5.2.6 Plan and coordinate public relations/media relations events as directed;
- 2.5.2.7 Work with appropriate State staff on crisis communication as needed;
- 2.5.2.8 Provide content, as directed, for special requests or projects;
- 2.5.2.9 Develop speeches/talking points as directed;
- 2.5.2.10 Identify/recommend public relations opportunities which enhance the Louisiana brand, and determine/implement strategies to maximize the return on the State's investment for participation;
- 2.5.2.11 Fulfill media requests as directed;
- 2.5.2.12 Account management, including status reports and project calendars.

2.5.3 Component 3, Internet/Social Media/Digital Marketing

Contractor(s) selected for Component 3 may be required to perform some or all, but not limited to, the following duties:

- 2.5.3.1 Port entire www.LouisianaTravel.com website ("website" or "the site") from current web hosting services to contractor's web hosting service, install and configure the site to run on contractor's hosting service or on a new server at the existing web hosting service, test, fix, and go live; www.LouisianaTravel.com is hosted on a cloud server at Rackspace and runs on the Drupal Platform, Version 7.43 (visit and review www.LouisianaTravel.com online);
 - 2.5.3.1.1 Ensure the newly ported site displays correctly on the most commonly used versions of industry standard browsers including Chrome, Firefox, Internet Explorer, Safari and Opera;
- 2.5.3.2 Website design, programming, coding and scripting that may include design or redesign of any component(s) on the site and addition or deletion of content as approved by DCRT;
- 2.5.3.3 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;
- 2.5.3.4 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>);
- 2.5.3.5 Copywriting/proofing;
- 2.5.3.6 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>);
- 2.5.3.7 Produce and send e-newsletters to more than 271,500 subscribers in LouisianaTravel.com's database. Past eNewsletters are archived at

http://enews.louisianatravel.com/archive.php?segment_id=120&utm_campaign=eblast&utm_medium=email&utm_source=mayemail-2016;

- 2.5.3.8 Manage business and event listings on LouisianaTravel.com (see <http://data.LouisianaTravel.com/user/submitlisting/>, a form that populates business advertising at the bottom of each city and region like the one below for Baton Rouge <http://www.LouisianaTravel.com/cities/baton-rouge#2||50|||||1793568280|||>. Events are submitted on a form at <http://data.LouisianaTravel.com/user/submitevent/> and displayed on <http://www.LouisianaTravel.com/events>);
- 2.5.3.9 Develop new or adapt existing media landing pages for new advertising campaigns and include link tracking code for evaluating success;
- 2.5.3.10 Recommend and implement approved improvements and additions to LouisianaTravel.com and ancillary social media;
- 2.5.3.11 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;
- 2.5.3.12 Identify and delete unpopular content after receiving approval from DCRT;
- 2.5.3.13 Identify the most popular content and augment its landing page with hyperlinks to similar content that will keep visitors on the site longer;
- 2.5.3.14 Adhere to code, style and accessibility standards:
 - 2.5.3.14.1 Ensure code and style compliance with mobile browsers on phone and tablet devices running Android OS, Apple iOS, Windows and Blackberry OS;
 - 2.5.3.14.2 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;
 - 2.5.3.14.3 Employ text with appropriate keywords to optimize access for spiders that index content and inform search engines like Google and Yahoo;
- 2.5.3.15 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;
 - 2.5.3.15.1 Archive and make accessible all analytics reports and statistics for two years for future diachronic comparison and trend analysis;
- 2.5.3.16 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;

- 2.5.3.17 Use Search Engine Marketing (SEM) strategies and tactics to increase the number and quality of leads generated by the search engines;
- 2.5.3.18 Employ paid search advertising;
- 2.5.3.19 Measure the success of search engine advertising and forward to DCRT through monthly progress reports;
- 2.5.3.20 Provide URLs to Web Ad site statistics where DCRT can review and verify tables and statistics on cost and overall success;
- 2.5.3.21 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;
- 2.5.3.22 Geocode locations with decimal Lat/Long for the increasing number of travelers navigating with mobile GPS devices;
- 2.5.3.23 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;
- 2.5.3.24 Detail an experienced social media specialist to manage, maintain, upload and respond to all social media;
- 2.5.3.25 Introduce new social media in response to genre and popularity shifts;
- 2.5.3.26 Proctor interaction with public via blog and tweets to keep the social media presence authentic, consistent, active and popular;
- 2.5.3.27 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;
- 2.5.3.28 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;
- 2.5.3.29 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;
- 2.5.3.30 Provide and produce online outreach, lead-generation services, and effective email campaigns;
- 2.5.3.31 Provide topical video e-mail, video profiles, live streaming video, public cellular wifi and related services;
- 2.5.3.32 Account management, including status reports and project calendars.

2.5.4 Functional Requirements

- 2.5.4.1 The OLG/DCRT is responsible for the statewide development and implementation of cultural, recreational, and tourism programs (La. R.S. 36:201.B) and its Office of Tourism is statutorily mandated to encourage and promote tourism and the tourist industry for the benefit of the people of Louisiana and other states and as a developing economic resource;

2.5.4.2 In accordance with La. R.S. 51:1254, the OLG/DCRT is responsible for the design, plan, development and implementation of the effective and accurate promotion of Louisiana’s history, culture, art, folklife, recreational and leisure opportunities, natural and scenic resources, transportation, cuisine, sites, attractions, accommodations and events.

2.5.5 Technical Requirements

- 2.5.5.1 Component 1, Creative/Marketing/Media/Brand Identity. Not applicable
- 2.5.5.2 Component 2, Public Relations. Not applicable
- 2.5.5.3 Component 3, Internet/Social Media/Digital Marketing: refer to section 2.5.3 Scope of Work Elements

2.5.6 Project Requirements. Refer to Attachment 10, Sample Contract, Sections 2.3.3 “Procedures for Project Initiation, Approval and Measurement” and 2.3.4 “Monitoring Plan.”

3.0 PART III – EVALUATION

3.1 Preliminary Round

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. If Proposer is submitting a proposal on more than one Component, each Proposal will be evaluated separately. The evaluation will be conducted according to the following criteria. Point totals are the maximum that can be awarded per evaluated category.

Criteria	Maximum Score
1. Creativity and Effectiveness	35
2. Experience/Personnel and Production Resources	15
3. Methodology	5
4. Company Background and Financial Stability	5
5. Cost	25
6. References	5
7. Veteran and Hudson Initiatives	10 points
TOTAL SCORE	100

3.1.1 Creativity and Effectiveness Maximum Points: 35

- 3.1.1.1 How well did the Proposer meet the objectives?
- 3.1.1.2 Level of uniqueness of concepts

3.1.2 Experience/Personnel, and Production Resources Maximum Points: 15

- 3.1.2.1 Depth of team members with experience in Tourism industry-related accounts.
- 3.1.2.2 Has the majority of the team been with the Proposer more than 2 years?
- 3.1.2.3 Does the majority of the team have more than 5 years’ experience in their field?

3.1.3 Methodology Maximum Points: 5

- 3.1.3.1 How well the Proposer’s methodology ensures a consistent quality of work
- 3.1.3.2 Quality of Proposer’s practices set to ensure a consistent quality of work

The scores from the Preliminary Round and the Final Round are not averaged, added, or combined in any way.

Two grades will carry forward from the Preliminary Round to the Final Round: the Proposer's scores for Cost and the Proposer's Score tied to the Veteran and Hudson Initiatives. Those scores are based on a predetermined formula.

The Evaluation Committee will use Consensus Scoring for the remainder of the grading criteria. Consensus Scoring means the entire Evaluation Committee will arrive at a consensus as to the assignment of points on each evaluation criteria included on the Final Round Grading Sheet.

The scores in the Final Round of grading will replace the scores in the First Round of grading. The scores in the Final Round shall reflect the written proposal AND any additional information learned in the oral presentation regarding the written proposal AND the content of the Assignment.

The grades on the Final Grading Sheets are the Final Scores.

To reiterate, the Evaluation Committee may choose not to hold a Final Round of oral presentations. If the Evaluation Committee chooses not to have a Final Round of oral presentations, the scores assigned to the Proposers will be based on the written proposals alone.

The Proposer with the highest-ranking proposal will be notified of the outcome, as will the other Proposers.

The evaluation will be conducted according to the following criteria. Point totals are the maximum that can be awarded per evaluated category.

Criteria	Maximum Score
1. Creativity and Effectiveness	20
2. Experience/Personnel and Production Resources	15
3. Methodology	5
4. Final Presentation/Task Assignment	25
5. Cost (score carried over from Preliminary Round)	25
6. Veteran and Hudson Initiatives (score carried over from Preliminary Round)	10
TOTAL SCORE	100

3.2.1 Creativity and Effectiveness

Maximum Points: 20

Based on information and examples contained in the written proposal, as better understood after questions that may be asked and answered at the oral presentation, how well did the Proposer meet the objectives and demonstrate creativity?

3.2.2 Experience/Personnel and Production Resources Maximum Points: 15

Based on information contained in the written proposal, as better understood after questions that may be asked and answered at the oral presentation, how well equipped is the Proposer to meet the State's needs?

3.2.3 Methodology Maximum Points: 5 points

Based on information contained in the written proposal, as better understood after questions that may be asked and answered at the oral presentation, how well does the Proposer's methodology ensure consistent quality of work?

3.2.4 Final Presentation/Task Assignment Maximum Points: 25

Based on the Proposer's response to the hypothetical task, how well does the proposer demonstrate:

- 3.2.4.1 Creativity, innovation, originality of concepts and quality of work
- 3.2.4.2 A strategic, effective, research-based approach
- 3.2.4.3 Technical experience and efficiency; quality of key personnel and resources

3.2.5 Cost of Services - score carried over from preliminary round Maximum Points 25

3.2.6 Veteran and Hudson Initiatives – score carried over from preliminary round Maximum Points 10

4.0 PART IV - PERFORMANCE STANDARDS

4.1 Performance Requirements

Contractor shall provide account supervision and documentation, and shall communicate with the State on the status and timeline of all Projects requested and/or approved by the State. Monthly, bi-annual, and year-end account management reports, including progress reports and budget reports itemized by Project, shall be provided to the State.

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 services provided by third party vendors, and the value of services provided at no charge. The contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government. The contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed.

4.2 Performance Measurement/Evaluation

Contractor's performance will be measured by the State's achievement of its objectives and performance measures contained in the State's Strategic Plan.

Additionally, each Project will be measured by its demonstrated return on investment.

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

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

ATTACHMENT 1: CERTIFICATION OF MINIMUM MANDATORY QUALIFICATIONS

The undersigned hereby certifies that:

1. The Proposer is able to physically attend meetings in Baton Rouge within 24 hours' notice;
2. The Proposer, founded/established in _____ (*insert year and attach business filing/Secretary of State documentation*), has been in operation for at least two years;
3. The Proposer does not discriminate in its employment practices or delivery of services.

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT 2 – COMPANY BACKGROUND INFORMATION

Please provide the information in the order requested. If you require additional space, you may attach extra pages.

1. Proposer’s Name (including Proposer’s legal name and any other name under which it conducts business):
2. Year Founded:
3. Form of Business (e.g., corporation, limited liability company):
4. Parent Company or Affiliates:
5. Location of Office(s):
6. Number of Employees:
7. Chief Executive Officer:
8. Account Manager (if different):
9. Chief Information Officer or Information Technology Director:
10. Official representative of Proposer to whom any further or additional correspondence with regard to this RFP may be directed:
11. Physical Address:
12. Email Address and Website Address:
13. Phone Number:
14. Fax Number:
15. Tax ID Number:
16. Please List All In-house Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

17. Will Proposer collaborate with other businesses entities or individuals for any of the services provided in its Proposal?

a. If yes, whom? _____

b. For which services? _____

ATTACHMENT 2, CONTINUED...

c. Submit resumes of proposed subcontractors.

d. Submit written agreements that describe that collaboration, including the nature of the relationship (e.g., contractor/sub-contractor, partnership, joint venture) and an explanation of the division of duties, billing and payment arrangements, lines of communication, and account management. The State will require the designation of a single point of contact and a single contracting entity for any such collaboration.

18. Please list previous and current tourism industry accounts signed with your company. Note which are current.

19. Has your company operated at a profit for at least three of the past five years? Explain.

20. What would you consider to be your company's strongest area of expertise?

21. Describe three (3) of your company's most significant achievements over the last three years.

ATTACHMENT 3: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its Proposal in response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's Proposal shall be valid for at least 90 calendar days from the date of Proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **30** business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT 4, SAMPLE BOARD RESOLUTION

If Proposer is a corporation, a board resolution granting authority for company officials or agents duly authorized to sign proposals or contracts on behalf of the organization must be submitted.

(Organization Letterhead)

Meeting of the Board of Directors

Of

(Name of Organization)

A meeting of the Board of Directors of *(Organization Name)* was held on *(Date)*.

Whereby a resolution was passed authorizing *(name of person authorized to sign contracts on behalf of Organization)* to sign on behalf of the *(Organization Name)*, and by his/her signature, enter into any and all contractual obligations on behalf of the *(Organization Name)*.

_____, Secretary
John Doe

_____, President
Jane Smith

ATTACHMENT 5: REFERENCES

Provide a minimum of three (3) current client references. Do **not** include agencies within the OLG/DCRT as references. For each reference, provide the following information:

Company Name: _____
Contact Name: _____
Email Address: _____
Phone Number: _____
Number of years as client: _____

It is the Proposer’s responsibility to ensure that all contact information is correct. A maximum of 3 attempts will be made to contact each reference.

References will be asked approximately 5 “yes” or “no” questions regarding their experience working with Proposer and a set number of points will be assigned to each question, for a total of 5 points.

Examples of questions are:

How many years have you been a client of Proposer? _____
Are you the person who deals directly with Proposer? Y N

Scored questions (“Yes” responses are worth 1 point each):

Does the Proposer consistently bring you creative or innovative ways to market your product?	Y	N
Has the Proposer’s work and actions shown a consistent standard of professionalism?	Y	N
Does the Proposer seem to utilize its billable hours responsibly?	Y	N
During the duration of your contract with the Proposer, have you experienced unexpected turnover on your “team” more than twice?	Y	N
If going out to RFP, would you hire this Proposer again?	Y	N

**ATTACHMENT 6A – COST PROPOSAL FOR COMPONENT 1 –
CREATIVE/MARKETING/MEDIA/BRAND IDENTITY**

Proposer’s Name: _____

Proposers are advised that the terms of the contract to be awarded to the successful Proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1. Propose direct, hourly rates in the format provided below for **all** proposed team members and services provided within your proposal.

- Titles below are for reference/example only.
- Titles of all personnel listed in your proposal under “Experience/Personnel and Production Resources” should be included in this list. One title per line, even if two different positions/titles are paid the same hourly rate.
- DCRT will NOT pay for services it considers “the cost of doing business” such as accounting/administrative personnel.
- Each proposed employee must have a corresponding hourly rate. Proposer cannot propose a rate of \$0/hour for any employee.
- Rates proposed are the rates those employees will be paid for the duration of the contract (e.g., proposal lists Jane Smith as an Assistant Account Executive at \$90/hour. Jane Smith may not bill at a rate that exceeds the Assistant Account Executive rate of \$90/hour for the duration of the contract, regardless of any promotion she may receive within the company. Should any employee listed in the proposal leave the company, his/her replacement shall not charge an hourly rate higher than that of his/her predecessor.)

<u>Title</u>	<u>Hourly Rate, in dollars per hour</u>
Creative Director	
Assoc. Creative Director	
Copy Writer	
Art Director	
Production Supervisor	
Account Principal	
Account Manager	
Account Executive	

Step 2: Propose the media commission rate that that will incorporate all costs for media research, planning, negotiation, tracking, pre- and post-buy analysis, and placement. **IF YOU ARE PROPOSING A COMMISSION OF 0%, NOTE THAT YOU ARE PROPOSING 0% BUT PROPOSE A RATE OF 1% TO AVOID A SCORE OF 0 POINTS FOR COMMISSION. IF AWARDED A CONTRACT, 0% WILL BE THE CONTRACTED COMMISSION RATE.**

PROPOSED MEDIA COMMISSION RATE: _____ % of agency’s net cost

Net cost is the advertising rate which does not include advertising agency's commission.

EXAMPLE: XYZ Advertising Agency places a full-page ad in ABC Magazine on behalf of the State. ABC Magazine invoices XYZ Advertising Agency \$1,000. Advertising agency's net cost is \$1,000.
ATTACHMENT 6A, CONTINUED...

15% = \$1,176.47 ($\$1,000 / .85$). Agency invoices the State \$1,176.47, earning a commission of \$176.47.

10% = \$1,111.11 ($\$1,000 / .90$). Agency invoices the State \$1,111.11, earning a commission of \$111.11.

5% = \$1,052.63 ($\$1,000 / .95$). Agency invoices the State. \$1,052.63, earning a commission of \$52.63.

Step 3: Proposer's score for "Cost of Services" for Component 1 will be determined using the following formulas:

Average Hourly Rate: maximum 12.5 points

Lowest Proposed Average Hourly Rate *divided by* Proposer's Average Hourly rate x 12.5 = Proposer's score for Average Hourly Rate

Media Commission Rate: maximum 12.5 points

Lowest Proposed Media Commission Rate *divided by* Proposer's Media Commission Rate x 12.5 = Proposer's score for Media Commission Rate

Proposer's scores for Average Hourly Rate and Media Commission Rate will be added together to determine the Proposer's Score for "Cost of Services" out of a total possible maximum of 25 points.

ATTACHMENT 6B – COST PROPOSAL FOR COMPONENT 2 – PUBLIC RELATIONS

Proposer’s Name: _____

Proposers are advised that the terms of the contract to be awarded to the successful Proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1. Propose direct, hourly rates in the format provided below for **all** proposed team members and services provided within your proposal.

- Titles below are for reference/example only.
- Titles of all personnel listed in your proposal under “Experience/Personnel and Production Resources” should be included in this list. One title per line, even if two different positions/titles are paid the same hourly rate.
- DCRT will NOT pay for services it considers “the cost of doing business” such as accounting/administrative personnel.
- Each proposed employee must have a corresponding hourly rate. Proposer cannot propose a rate of \$0/hour for any employee.
- Rates proposed are the rates those employees will be paid for the duration of the contract (e.g., proposal lists Jane Smith as an Assistant Account Executive at \$90/hour. Jane Smith may not bill at a rate that exceeds the Assistant Account Executive rate of \$90/hour for the duration of the contract, regardless of any promotion she may receive within the company. Should any employee listed in the proposal leave the company, his/her replacement shall not charge an hourly rate higher than that of his/her predecessor.)

<u>Title</u>	<u>Hourly Rate, in dollars per hour</u>
Copywriter	
Account Principal	
Account Manager	
Account Executive	

Average Hourly Rate: maximum 25 points

Step 2: Proposer’s score for “Cost of Services” for Component 2 will be determined using the following formula:

Lowest Proposed Average Hourly Rate *divided by* Proposer’s Average Hourly Rate x 25 = Proposer’s Score for Average Hourly Rate.

Proposer’s score for Average Hourly Rate is the Proposer’s score for “Cost of Services” out of a total possible maximum of 25 points.

***Cost scores for Component 2 are based solely on hourly rates.**

ATTACHMENT 6C – COST PROPOSAL FOR COMPONENT 3 – INTERNET/SOCIAL MEDIA/DIGITAL MARKETING

Proposer’s Name _____

Proposers are advised that the terms of the contract to be awarded to the successful Proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1. Propose direct, hourly rates in the format provided below for **all** proposed team members and services provided within your proposal. Titles below are for reference/example only.

- Titles below are for reference/example only.
- Titles of all personnel listed in your proposal under “Experience/Personnel and Production Resources” should be included in this list. One title per line, even if two different positions/titles are paid the same hourly rate.
- DCRT will NOT pay for services it considers “the cost of doing business” such as accounting/administrative personnel.
- Each proposed employee must have a corresponding hourly rate. Proposer cannot propose a rate of \$0/hour for any employee.
- Rates proposed are the rates those employees will be paid for the duration of the contract. (e.g., proposal lists Jane Smith as an Assistant Account Executive at \$90/hour. Jane Smith may not bill at a rate that exceeds the Assistant Account Executive rate of \$90/hour for the duration of the contract, regardless of any promotion she may receive within the company. Should any employee listed in the proposal leave the company, his/her replacement shall not charge an hourly rate higher than that of his/her predecessor.)

<u>Title</u>	<u>Hourly Rate, in dollars per hour</u>
Art Director	
Web Development	
Copy Writer	
Web Editor	
Programmer	
Account Principal	
Account Manager	
Account Executive	

Step 2:

Propose the media commission rate that that will incorporate all costs for media research, planning, negotiation, tracking, pre- and post-buy analysis, and placement. **IF YOU ARE PROPOSING A**

ATTACHMENT 6C, CONTINUED....

COMMISSION OF 0%, NOTE THAT YOU ARE PROPOSING 0% BUT PROPOSE A RATE OF 1% TO AVOID A SCORE OF 0 POINTS FOR COMMISSION. (IF AWARDED A CONTRACT, 0% WILL BE THE CONTRACTED COMMISSION RATE.)

PROPOSED MEDIA COMMISSION RATE: _____% of agency's net cost

Net cost is the advertising rate which does not include advertising agency's commission.

EXAMPLE: XYZ Advertising Agency places a full-page ad in ABC Magazine on behalf of the State. ABC Magazine invoices XYZ Advertising Agency \$1,000. Advertising agency's net cost is \$1,000.

15% = \$1,176.47 (\$1,000 / .85). Agency invoices the State \$1,176.47, earning a commission of \$176.47.

10% = \$1,111.11 (\$1,000 / .90). Agency invoices the State \$1,111.11, earning a commission of \$111.11.

5% = \$1,052.63 (\$1,000 / .95). Agency invoices the State. \$1,052.63, earning a commission of \$52.63.

Step 3: Propose the annual cost for hosting LouisianaTravel.com and its ancillary websites.

IF YOU ARE PROPOSING AN ANNUAL HOSTING COST OF \$0.00, NOTE THAT YOU ARE PROPOSING \$0.00, BUT PROPOSE A RATE OF \$1.00 TO AVOID A SCORE OF 0 POINTS FOR HOSTING. (IF AWARDED A CONTRACT, \$0.00 WILL BE THE CONTRACTED ANNUAL HOSTING COST.)

PROPOSED ANNUAL HOSTING COST: \$ _____

Step 4: Proposer's score for "Cost of Services" for Component 3 will be determined using the following formulas:

Average hourly rate: maximum 15 points

Lowest Proposed Average Hourly Rate *divided by* Proposer's Average Hourly Rate x 15 = Proposer's score for Average Hourly Rate

Media Commission Rate: maximum 5 points

Lowest Proposed Media Commission Rate *divided by* Proposer's Media Commission Rate x 5 = Proposer's Score for Media Commission Rate

Annual Hosting Cost: maximum 5 points

Lowest Proposed Annual Hosting Cost *divided by* Proposer's Annual Hosting Cost x 5 = Proposer's score for Annual Hosting Cost

Proposer's scores for Average Hourly Rate, Media Commission Rate and Annual Hosting Cost will be added together to determine the Proposer's score for "Cost of Services" out of a total possible maximum of 25 points.

ATTACHMENT 7 – VETERAN AND HUDSON INITIATIVES

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <http://smallbiz.louisianaeconomicdevelopment.com>.

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

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

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>.

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

ATTACHMENT 8 - Sample Grading Sheet – PRELIMINARY ROUND

Components 1, 2 & 3

Proposer's Name _____

Proposed Component (circle one) 1 2 3

Proposal Review

Criteria	Max. Points	Score
Creativity & Effectiveness	35	
Experience/Personnel and Production Resources	15	
Methodology	5	
Company Background and Financial Stability	5	
Cost of Services	25	
References	5	
Veteran and Hudson Initiatives	10	
Total	100	

TOTAL POSSIBLE POINTS: 100

EVALUATION COMMITTEE MEMBER:

Print name _____

Signature _____

Date / / _____

ATTACHMENT 9 - Sample Grading Sheet – FINAL ROUND (Oral Presentations)

Components 1, 2 & 3

Proposer's Name _____

Proposed Component (circle one) 1 2 3

Oral Presentation Review

Criteria	Max. Points	Score
Creativity & Effectiveness	20	
Experience/Personnel and Production Resources	15	
Methodology	5	
Cost of Services (<i>Proposer's preliminary round score will carry over to final round</i>)	25	
Veteran and Hudson Initiatives (<i>Proposer's preliminary round score will carry over to final round</i>)	10	
Final Presentation/Task Assignment	25	
Total	100	

TOTAL POSSIBLE POINTS

100

**ATTACHMENT 10: SAMPLE CONTRACT – COMPONENT 1
STATE OF LOUISIANA
CONTRACT**

On this ____ day of _____, 20____, the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as the "State" or "DCRT", and _____ hereinafter sometimes referred to as the "Contractor", do hereby enter into a 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/Digital Marketing

All services rendered under this Contract shall be research-based, shall endeavor to produce measurable results, shall endeavor to demonstrate a positive return on investment, and shall be performed in accordance with the State's Strategic Plan.

2. SCOPE OF SERVICES

2.1. BRIEF DESCRIPTION OF SERVICES

Contractor shall provide services for Component 1, which include 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.

As Contractor for Component 1, the overall Marketing and Communications Plan or "Campaign", Contractor may be required to perform some or all of the following tasks:

- 2.1.1. Assist in the overall creation of marketing strategy and brand positioning;
- 2.1.2. Marketing/media research, analysis, recommendation and purchase;
- 2.1.3. Creative development and implementation of assigned marketing programs; including but not limited to niche marketing;
- 2.1.4. Establish brand standards;
- 2.1.5. Negotiate on behalf of the State for most cost-efficient marketing programs;
- 2.1.6. Identify and establish appropriate private/public partnerships;
- 2.1.7. Account management, including status reports and project calendars.

2.2. CONCISE DESCRIPTION OF SERVICES

2.2.1. Creativity

Contractor shall direct, supervise, coordinate and lead 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:

- 2.2.1.1. 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.
- 2.2.1.2. Perform all media production services to develop and deliver appropriate creative materials for all marketing and promotional programs related to Component 1, in accordance with an approved media schedule. Services shall 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.
- 2.2.1.3. “Refresh” existing materials using creativity until such time as new materials have been developed.
- 2.2.1.4. Prepare all mechanical art and/or acquire all necessary artwork, photographs, negatives, separations, etc. that are required for the production of advertisements and other materials.
- 2.2.1.5. Through collaboration with other selected contractors, produce all other collateral materials in support of the Campaign.
- 2.2.1.6. 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.
- 2.2.1.7. Maintain documentation/information that sets forth the State’s rights and/or limitations on use of the State’s visual assets.
- 2.2.1.8. Provide Crisis Management in conjunction with the other State-selected contractors as directed and as needed by the State.
- 2.2.1.9. Coordinate all inquiry response materials, postal activities, and toll-free phone needs.
- 2.2.1.10. Assist in the planning and production of special events.
- 2.2.1.11. Perform all research necessary to support the activities described above.
- 2.2.1.12. Create and use an approved performance measurement system to measure, analyze and report results of all activities described above.

2.2.2. Media

- 2.2.2.1. 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.
- 2.2.2.2. For each proposed media purchase, Contractor must provide market demographics, flight dates, Gross Rating Point (GRP) level, Cost Per Point (CPP) and Cost per Mille (CPM).
- 2.2.2.3. Contractor must provide post-analysis for each market, including actual GRPs delivered, station affidavits, and a full accounting of any/all “make-goods”.

- 2.2.2.4. Administer approved marketing and media partnerships and/or sponsorship programs that maximize the use of available funds in specific areas as directed by the State.
- 2.2.2.5. Provide an updated media schedule monthly detailing media outlets, insertion dates, rack rates, negotiated rates on behalf of the State, added value components, and earned commissions.
- 2.2.2.6. Develop and manage partner cooperative advertising programs in association with approved media plans and/or on-line marketing strategies, to include identification of cooperative opportunities, solicitation of partner participation, recommendation of pricing, and preparation and distribution of sales and other collateral material to partners.
- 2.2.2.7. Provide a quarterly updated schedule of partner participation in cooperative advertising programs, detailing partner participation levels.
- 2.2.2.8. Field, evaluate, make recommendations (to State), and respond to unsolicited advertising opportunities.
- 2.2.2.9. Provide State traffic reports to determine if media was placed as requested and provide post-buy analyses and media audits of advertising campaigns.

2.2.3. Research

- 2.2.3.1. Contractor shall travel to locations around the state to meet with owners and operators of attractions and other industry stakeholders to assess the outcome of the marketing efforts.
- 2.2.3.2. Contractor shall ensure the Contractor’s key personnel familiarize themselves with:
 - 2.2.3.2.1. The Louisiana Tourism customer;
 - 2.2.3.2.2. Consumer trends that may be relevant to State’s marketing programs;
 - 2.2.3.2.3. The Louisiana “product”;
 - 2.2.3.2.4. The travel and tourism industry; and
 - 2.2.3.2.5. Relevant research provided by the State and its contracted marketing research vendors.
 - 2.2.3.2.6. Any/all research Project(s) initiated or otherwise undertaken on behalf of the State must be first approved by the State.
 - 2.2.3.2.7. Any/all third-party research to be used for a recommendation to the State must be first reviewed for validity by the State.

2.2.4. Account Services, Accountability and Business Support

- 2.2.4.1. 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. Monthly and year-end account management reports, including progress reports and budget reports itemized by Project, shall be provided to the State.
- 2.2.4.2. Contractor shall provide State the necessary reports, estimates, accounting documentation, and other financial information as necessary to comply with the contract’s terms and conditions.
- 2.2.4.3. Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the contract and for a period of three years subsequent to the termination date of the contract, for audit purposes.

- 2.2.4.4. 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.
- 2.2.4.5. Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.
- 2.2.4.6. 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.
- 2.2.4.7. 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 5.21) approved by 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 all 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 copyrights 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 5.4, the Contractor shall further defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.
- 2.2.4.8. 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. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government. The Contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed.
- 2.2.4.9. Contractor shall provide usual and customary account services and account management, including meetings and consultation regarding advertising. Scheduled

meetings with the Director of Programs and Services may be held monthly in various locations throughout Louisiana. Weekly conference calls may be held to discuss the progress of ongoing projects.

- 2.2.4.10. Contractor shall be responsible for ensuring that there are no errors or oversights in the final work products for Component 1, 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.
- 2.2.4.11. The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the marketing and advertising program from meetings or telephone conversations during the life of the contract so that the State can confirm and verify said discussions.
- 2.2.4.12. Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including laws relating to travel and ethics.
- 2.2.4.13. Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge. 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. Contractor cannot bill for time to prepare unsolicited work orders/proposals.
- 2.2.4.14. Contractor may bill for time spent preparing work orders requested by the State.

2.3. STATEMENT OF WORK

2.3.1. GOALS AND OBJECTIVES

- 2.3.1.1. To market, promote and showcase Louisiana as a travel destination;
- 2.3.1.2. To increase revenue generated by the tourism industry;
- 2.3.1.3. To contribute to the economic impact of tourism in all 64 parishes;
- 2.3.1.4. 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.
- 2.3.1.5. To position Louisiana as:
 - 2.3.1.5.1. A destination with a plethora of indigenous music genres;
 - 2.3.1.5.2. A culinary destination;
 - 2.3.1.5.3. The “Festival Capital of the World”;
 - 2.3.1.5.4. An outdoor enthusiast’s dream;
 - 2.3.1.5.5. The nation’s most distinctive cultural experience;
- 2.3.1.6. A retirement destination (Retire Louisiana Style)
- 2.3.1.7. To support each OLG/DCRT Agency’s programs through effective communication and marketing.

2.3.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

2.3.3. PROCEDURES FOR PROJECT INITIATION, APPROVAL AND MEASUREMENT

2.3.3.1. Project Initiation: Prior to commencing any specific work, initiative, program, promotion, public/private partnership, or other project under this contract ("Project"), the Contractor shall request written approval from the State. The Contractor's request shall include the following information:

2.3.3.1.1. A high-level description of the Project, including:

2.3.3.1.1.1. Research justification

2.3.3.1.1.2. Creative and/or artistic concept

2.3.3.1.1.3. Cost estimate including, if applicable, personnel costs, billable hours, third party expenses, media costs, materials, etc. The cost shall include a statement of which costs, if any, are covered by media commission.

2.3.3.1.1.4. Estimated completion date for said Project.

2.3.3.1.1.5. 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.

2.3.3.1.2. 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.

2.3.3.2. Approval and Measurement:

2.3.3.2.1. The State will document receipt of all Project proposals. The Contractor shall only have the authority to commence work upon its receipt of the State's written approval of the Project.

2.3.3.2.2. In order to receive written approval, re-writes and re-designs may be required of the Contractor.

2.3.3.2.3. The State may cancel any scheduled Project due to non-availability of funds.

2.3.3.2.4. All newly created materials must be reviewed and approved in writing by State prior to submission to third parties, including media outlets.

2.3.3.2.5. 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.

2.3.3.2.6. Contractor must obtain approval from the State before contracting with tourism industry partners/competitors.

2.3.4. 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:

- 2.3.4.1. All 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.
- 2.3.4.2. 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.
- 2.3.4.3. 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.

2.3.5. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services. 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 all services listed in the Scope of Services.

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

- 2.3.6.1. 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.

2.3.7. 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 project outside this Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal. Replacement personnel shall not charge an hourly rate higher than that of his/her predecessor.

3. ADMINISTRATIVE REQUIREMENTS

3.1. TERM OF CONTRACT

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

3.2. STATE FURNISHED RESOURCES

State shall appoint a Contract Monitor for this Contract identified in Section 2.3.4 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.

3.3. 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 _____.

4. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

4.1. PAYMENT TERMS

4.1.1. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$ _____, subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District

4.1.2. 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).

4.1.3. Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisor(s), or successor(s), as follows:

4.1.3.1. For media advertising placed by the Contractor, Contractor will earn ___% commission of Contractor’s net cost (e.g., \$1,000 net cost with an earned commission of 5% = \$1,052.63 invoiced to State ($\$1,000 / .95 = \$1,052.63$.)

4.1.3.2. State agrees to pay the Contractor according to the rate schedule provided in section 4.1.3.3 with the exception of those employee services described in section 2.2.2 for media research, planning, and placement and traffic management.

4.1.3.3. 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>
Account Director	\$
Management Supervisor	\$
Account Executive	\$
Assistant Account Executive	\$
Creative Director	\$
Art Director	\$
Asst. Art Director	\$
Copywriter	\$
Production Assistant	\$

- 4.1.3.4. Expenses, viz. telephone and telefax 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 will 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:
- 4.1.3.4.1. 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.
- 4.1.3.4.2. Services and expenses required to 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.
- 4.1.3.4.3. Media placement and marketing initiatives including media partnerships, 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.
- 4.1.3.5. Contractor shall invoice the State monthly for labor hours and expenses at the rates and in accordance with the terms specified herein.
- 4.1.3.6. 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), a description of the project and update of the status, and a cost allocation breakdown, which is a detailed hourly breakdown of each charge.
- 4.1.3.7. Upon completion of a Project, the 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 participating partners (e.g., Convention and Visitors Bureaus, industry partners, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.
- 4.1.3.8. 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.
- 4.1.3.9. 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.

- 4.1.3.10. All valid invoices shall be received by the State no later than Ten (10) days after expiration of this Contract.
- 4.1.3.11. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid Contract.

5. TERMINATION

5.1. 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.

5.2. 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.

5.3. 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.4. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents,

servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

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

5.5. FORCE MAJEURE

Neither party hereto shall be liable to the other party for any failure, inability, or delay in performing its obligations under this Agreement 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.

5.6. 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.

5.7. 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.

5.8. ASSIGNMENT

No Contractor shall 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.

5.9. RIGHT TO AUDIT

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

Contract for a period of three (3) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

5.10. 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 Director of the Office of Contractual Review, Division of Administration.

5.11. 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.

5.12. SUBCONTRACTORS

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

5.13. 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, gender identity, 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.

5.14. INSURANCE - see Exhibit A, Insurance Requirements for Contractors

5.15. 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.

5.16. CODE OF ETHICS

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

5.17. 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.

5.18. 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.

5.19. 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.

5.20. 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.

5.21. 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. 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.

5.22. **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.

5.23. **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.

5.24. **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.

5.25. **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.

5.26. **AGENCY STATUS**

It is understood by the State and by the Contractor that the Contractor shall function hereunder solely 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 on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

Exhibit A

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.