JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
STATE CAPITOL
P.O. BOX 44294, CAPITOL STATION
BATON ROUGE, LOUISIANA 70804
(225) 342-1964

REPRESENTATIVE JACK MCFARLAND
CHAIR

SENATOR GLEN WOMACK
VICE-CHAIR

AGENDA

Wednesday, April 22, 2026
8:30 a.m.
House Committee Room 5

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

1. Fiscal Status Statement and Five-Year Base-Line Budget

2. Facility Planning and Control Agenda

3. Review and approval of an extension of a contract between University of Louisiana at Lafayette and Ellucian Company, L.P., in accordance with the provisions of R.S. 39:1615(J)

4. Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56

5. Review of contract extensions between Louisiana Economic Development between Zehnder Communications and Graham Group, in accordance with R.S. 39:1615(J)

6. Review of a contract amendment between Louisiana Department of Education and Primary Class, Inc., dba Odyssey, in accordance with the provisions of R.S. 39:1615(J)

7. Review and approval of dedications of the full state sales tax increments in a Tax Increment Financing proposal between the state of Louisiana and the Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District, in accordance with the provisions of R.S. 33:9038.34

IV. CONSIDERATION OF ANY OTHER BUSINESS THAT MAY COME BEFORE THE COMMITTEE

V. ADJOURNMENT

Any interested person or any committee member may file with the committee a prepared statement concerning a specific instrument or matter under consideration by the committee or concerning any matter within the committee's scope of authority, and the committee records shall reflect receipt of such statement and the date and time thereof.

NOTE: Statements may be filed with the Joint Legislative Committee on the Budget via email at fosterj@legis.la.gov. Statements submitted, and the information contained therein, are public records and subject to disclosure pursuant to public records laws.

Audio/visual presentations, such as PowerPoint, shall be filed with the Joint Legislative Committee on the Budget via email at fosterj@legis.la.gov at least 24 hours prior to the scheduled start of the committee meeting. No flash or thumb drives will be accepted.

JACK MCFARLAND, CHAIR

PLEASE SUBMIT A WITNESS CARD TO THE COMMITTEE ADMINISTRATIVE ASSISTANT BEFORE THE MEETING BEGINS IF YOU WANT TO TESTIFY BEFORE THE COMMITTEE.

Agenda Item No. 1

Fiscal Status Statement
&
Five-Year Base-Line Budget

STATE OF LOUISIANA
State General Fund Fiscal Status Statement
Fiscal Year 2025-2026
($ in millions)

APRIL 2026

	MARCH 2026	APRIL 2026	APRIL 2026 Over/(Under) MARCH 2026
GENERAL FUND REVENUE			
Revenue Estimating Conference - December 11, 2025	$12,507.400	$12,507.400	$0.000
FY 24-25 Revenue Carried Forward into FY 25-26	$453.548	$453.548	$0.000
Total Available General Fund Revenue	**$12,960.948**	**$12,960.948**	**$0.000**
APPROPRIATIONS AND REQUIREMENTS			
Non-Appropriated Constitutional Requirements			
Debt Service	$449.573	$449.573	$0.000
Interim Emergency Board	$1.323	$1.323	$0.000
Revenue Sharing	$90.000	$90.000	$0.000
Total Non-Appropriated Constitutional Requirements	**$540.896**	**$540.896**	**$0.000**
Appropriations			
General (Act 1of 2025 RS)	$11,843.563	$11,843.563	$0.000
Ancillary (Act 459 of 2025 RS)	$0.000	$0.000	$0.000
Judicial (Act 390 of 2025 RS)	$187.856	$187.856	$0.000
Legislative (Act 460 of 2025 RS)	$94.514	$94.514	$0.000
Capital Outlay (Act 2 of 2025 RS)	$0.000	$0.000	$0.000
Total Appropriations	**$12,125.932**	**$12,125.932**	**$0.000**
Other Requirements			
Funds Bill (Act 365 of 2025 RS)	$1.530	$1.530	$0.000
Total Other Requirements	**$1.530**	**$1.530**	$0.000
Total Appropriations and Requirements	**$12,668.358**	**$12,668.358**	**$0.000**
General Fund Revenue Less Appropriations and Requirements	**$292.590**	**$292.590**	**$0.000**

II. FY 2024-2025 Fiscal Status Summary:

In accordance with Act 1092 of the 2001 Regular Session and Act 107 of the 2002 First Extraordinary Session (R.S. 39:75), the first budget status report presented after October 15th shall reflect the fund balance for the previous fiscal year. "At the first meeting of the Joint Legislative Committee on the Budget after publication of the Comprehensive Annual Financial Report for the state of Louisiana, the commissioner of administration shall certify to the committee the actual expenditures paid by warrant or transfer and the actual monies received and any monies or balances carried forward for any fund at the close of the previous fiscal year which shall be reflected in the budget status report."

FY25 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)

FY24 Surplus/(Deficit)		**595.088**
FY25 General Fund - Direct Revenues:		
Actual General Fund Revenues	13,597.732	
General Fund - Direct Carryforwards to FY24	426.327	
Other Transfers	0.077	
Balances from prior year surpluses	4.382	
Total FY25 General Fund - Direct Revenues		**14,028.519**
FY25 General Fund - Direct Appropriations & Requirements:		
Draws of General Fund - Direct Appropriations	(11,446.658)	
General Obligation Debt Service	(448.607)	
Transfer to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)	
Transfers Out to Various Funds for 20-XXX	(80.845)	
Transfer to Coastal Protection and Restoration Fund (Z12) - Constitution 7:10.2 and R.S. 49:214.5.4	(12.840)	
Transfers to Various Funds per Various Legislative Acts	(53.988)	
Transfer to Revenue Stabilization Fund (Z25) - Constitution 7:10.15. (D) and 7:10.16. (B)(2)	(851.899)	
Use of FY24 Surplus	(594.161)	
Net transfer to LDR for 1% FSGR MOF	(68.546)	
Transfer to Capital Outlay Savings Fund (V42) - R.S. 39.100.121	(5.309)	
Total FY25 General Fund - Direct Appropriations & Requirements		**(13,652.853)**
Adjusted General Fund Direct Cash Balance (FY25)		**970.754**
Obligations Against the General Fund Direct Cash Balance:		
General Fund - Direct Carryforwards to FY26	(453.548)	
FY25 transactions processed in FY26:		
Transfer from Remote Sellers - June 2025 taxes collected by remote sellers in July and distributed to LDR in	32.370	
Transfer from Mineral and Energy Operation Fund (N07) - RS 30:136.3	2.500	
Transfer from Telephone Company Property Assessment Relief Fund (RV9) - RS 47:6014(E)(2)	9.580	
Transfer from LDR - FY25 Individual Income Taxes collected in July	17.616	
Transfer to Video Draw Poker Device Purse Supplement Subfund (G05) (Act 378 of 2025 RLS)	(2.199)	
Total Adjustments		**(393.680)**
Net General Fund Direct Surplus/(Deficit)		**577.074**
Certification in accordance with R.S. 39:75A(3)(a)		**$577,073,871**

III. Current Year Items Requiring Action

GOHSEP (Storm closeout and emergency costs)	44.400	
Louisiana National Guard (LANG) disability benefit claims.	3.000	
Agriculture and Forestry acquisitions	10.680	
Corrections - offender medical, overtime, supply expenses	40.100	
Department of Children and Family Services - shortfall	16.900	
Minimum Foundation Program - savings based on February 1 student count	(50.000)	
Items Requiring Action		**65.080**

IV. Horizon Issues Not Contained in 5-Year Plan

The Hurricane and Storm Damage Risk Reduction System (HSDRSS) Projects were completed May 2022. At that time, the State's share of the total cost was $1.19 billion, and in addition, the State faced accrued construction interest in excess of $600 million. Federal legislation passed in December 2020 and December 2022, provides an option to forgive the accrued construction interest if the State makes specified required payments by September 30, 2021 and by September 30, 2023, which was achieved through payments totaling $800 million and approved crediting of other projects totaling $110 million.

The State must pay the remaining principal by June 1, 2032. According to the U.S. Army Corps of Engineers, as of September 27, 2023, the State's remaining share of the total costs of the HSDRRS is $239 million. However, additional crediting is under review by the Corp, which will further reduce the remaining amount owed.

STATE OF LOUISIANA
Five Year Baseline Projection - Summary
Continuation

REVENUES:	Official Current Fiscal Year 2025-2026	Ensuing Fiscal Year 2026-2027	Projected Fiscal Year 2027-2028	Projected Fiscal Year 2028-2029	Projected Fiscal Year 2029-2030
Taxes, Licenses & Fees	$16,031,700,000	$16,013,700,000	$16,030,700,000	$16,108,300,000	$16,051,800,000
Less Dedications	($3,524,300,000)	($3,397,200,000)	($3,674,800,000)	($3,687,800,000)	($3,697,600,000)
TOTAL REC REVENUES	**$12,507,400,000**	**$12,616,600,000**	**$12,355,900,000**	**$12,420,400,000**	**$12,354,300,000**
ANNUAL REC GROWTH RATE		**0.87%**	**-2.07%**	**0.52%**	**-0.53%**
Other Revenues:					
Carry Forward Balances	$453,547,880	$0	$0	$0	$0
Total Other Revenue	**$453,547,880**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUES	**$12,960,947,880**	**$12,616,600,000**	**$12,355,900,000**	**$12,420,400,000**	**$12,354,300,000**
EXPENDITURES:					
General Appropriation Bill (Act 1 of 2025 RS)	$11,390,014,685	$11,645,132,240	$11,866,325,270	$12,184,719,284	$12,478,302,876
Ancillary Appropriation Bill (Act 459 of 2025 RS)	$0	$0	$5,663,502	$11,525,226	$17,592,111
Non-Appropriated Requirements	$540,895,863	$533,084,750	$526,292,533	$551,644,340	$546,075,911
Judicial Appropriation Bill (Act 390 of 2025 RS)	$187,855,555	$187,855,555	$187,855,555	$187,855,555	$187,855,555
Legislative Appropriation Bill (Act 460 of 2025 RS)	$94,514,289	$94,514,289	$94,514,289	$94,514,289	$94,514,289
Special Acts	$0	$0	$4,426,772	$4,426,772	$7,726,772
Capital Outlay Bill (Act 2 of 2025 RS)	$0	$0	$0	$0	$0
TOTAL ADJUSTED EXPENDITURES (less carryforwards)	**$12,213,280,392**	**$12,460,586,834**	**$12,685,077,921**	**$13,034,685,466**	**$13,332,067,514**
ANNUAL ADJUSTED GROWTH RATE		**2.02%**	**1.80%**	**2.76%**	**2.28%**
Other Expenditures:					
Carryforward BA-7 Expenditures	$453,547,880	$0	$0	$0	$0
Funds Bill (Act 365 of 2025 RS)	$1,530,000	$0	$0	$0	$0
Total Other Expenditures	**$455,077,880**	**$0**	**$0**	**$0**	**$0**
TOTAL EXPENDITURES	**$12,668,358,272**	**$12,460,586,834**	**$12,685,077,921**	**$13,034,685,466**	**$13,332,067,514**
PROJECTED BALANCE	**$292,589,608**	**$156,013,166**	**($329,177,921)**	**($614,285,466)**	**($977,767,514)**
Oil Prices included in the REC forecast	$59.76	$59.95	$60.31	$63.34	$63.94

Agenda Item No. 2

Facility Planning and Control Agenda

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DIVISION OF ADMINISTRATION
Facility Planning & Control

JOINT LEGISLATIVE COMMITTEE
ON THE
BUDGET

Briefing Book

FOR

April 2026

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

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JOINT LEGISLATIVE COMMITTEE ON THE BUDGET
April 2026

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   Approval of Projects for Funding through the College and University Deferred Maintenance and Capital Improvement Program

2. Approval of Change Orders Over $250,000
   (CO #2) Strategic Capitol Plan, Deferred maintenance for Infrastructure and Streets – Jesse Coates Building
   Louisiana State University
   Baton Rouge, LA
   Project No. 19-601-20-03, F.19002636

3. Reporting of Change Orders over $50,000 and Under $250,000

   A. (CO #8) Renovations
      Madison Hall
      University of Louisiana Lafayette
      Lafayette, LA
      Project No. 19-640-20-01, F.19002342

   B. (CO #04) Renovation of DeClouet Hall
      Main Campus
      University of Louisiana Lafayette
      Lafayette, LA
      Project No. 19-640-21-01, F.19002395
      01-107-98-04, F.01004724(Supplement)
      01-107-18-01, F.01004725 (Supplement)

   C. (CO #05) Renovation of DeClouet Hall
      Main Campus
      University of Louisiana Lafayette
      Lafayette, LA
      Project No. 19-640-21-01, F.19002395
      01-107-98-04, F.01004724(Supplement)
      01-107-18-01, F.01004725 (Supplement)

   D. (CO #01) Non-State Capitol Outlay Project
      Morgan City Harbor and Terminal District
      Dock Expansion – Bulkheading, State Drydock Repair & Related Dredging, Planning and Construction (Phase 2)
      Morgan City, LA
      Project No. 36-P15-23-01, F.36000086

4. Combination of Appropriations Request
   West Side Water Expansion, Planning and Construction (Sabine, Vernon)
   Project No. 50-MD1-18-01, F.50000643
   And
   Water Plant Expansion, Planning and Construction (Vernon)
   Project No. 50-MD1-24-01, F.50001449

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Facility Planning and Control
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR

TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

April 16, 2026

The Honorable Jack McFarland, Chairman
Joint Legislative Committee on the Budget
Post Office Box 80372
Baton Rouge, Louisiana 70804

Re: Approval of Projects for Funding through the College and University Deferred Maintenance and Capital Improvement Program

Dear Chairman McFarland:

In accordance with R.S.17:3369.1(A)(4)(a)(ii), a list of projects approved by the Commissioner of Administration shall be submitted to the Joint Legislative Committee on the Budget for approval. The attached list includes an additional project requested from the university systems.

Please place this item on the agenda of the next meeting of the Committee.

Sincerely,

Signed by:
Taylor Barras
B7A10951E518497...
Taylor F. Barras
Commissioner of Administration

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College and University Deferred Maintenance and Capital Improvement Program (Act No. 751 - HB 940 of the 2024 Regular Session)

JLCB Project Approval Request - April 16, 2026

System	Item No.	Project No. (If Applicable)	Campus	Project	Building/Site	Project Scope (2-3 Sentences)
ULS	549		UNO	Replacement of Dorm Locks	Pontchartrain Hall North and South	Replace all obsolete door room locks including new software and wi-fi points in the buildings for the access system
ULS	550		UNO	Replace Domestic Water Valves	Pontchartrain Hall North and South	Replace existing CPVC valves for domestic water throughout the buildings
ULS	551		UNO	Renovate Married Student Apartments	Lafitte Village Bldg E	Renovate existing apartments on as a as needed basis in it's entirety due to worn floors, cabinets, etc. as determined by Facilities
ULS	552		UNO	Replace Domestic Water Piping	Pontchartrain Hall North	Replace existing CPVC piping used for domestic water throughout the buildings
ULS	553		UNO	Replace Domestic Water Piping	Pontchartrain Hall South	Replace existing CPVC piping used for domestic water throughout the buildings
ULS	554		GSU	Water Well #7 Overhaul	Water Well #7 (Main Campus)	Replace 100HP submersible motor, submersible pump and wiring for water well #7. Install water well protection and monitoring system.
ULS	555		GSU	Water Well #6 Refurbishment / Abandonenment	Water Well #6 (Main Campus)	Pull pump and motor from well and execute camera search of well cavity. The well will be refurbished or abandoned depending on the well cavity's condition.
ULS	556		ULL	Declouet Hall Renovations	Declouet Hall	Replacement of damaged subflooring, insulation and other structural deficiencies discovered during renovation.

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State of Louisiana
Office of Facility Planning and Control

Jeff Landry
Governor
Taylor F. Barras
Commissioner of Administration

Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Phone (225) 342-0820
Fax (225) 342-7624

March 24, 2026

The Honorable Jack McFarland, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

RE: Request for Approval of Change Order over $250,000

Strategic Capital Plan, Deferred Maintenance for Infrastructure and Streets – Jesse Coates Building
Louisiana State University
Baton Rouge, Louisiana
Project No. 19-601-20-03, F.19002636

Dear Chairman McFarland :

On January 6, 2026, a contract was awarded to Build Commercial Construction, LLC in the amount of $13,480,000 for the complete renovation and minor addition to the Jesse Coates Building at Louisiana State University in Baton Rouge.

Facility Planning and Control is requesting approval of a change order in the amount of $412,993 to the current contract for electrical service upgrades to support the electrical demand of the renovated building.
Funds are available within the project budget to cover the cost of this additional work.

Please place this item on the agenda for the next meeting of the Committee.

Sincerely,

Signed by:
Matthew H. Baker
Director

CC: Janelle Kirvin, FPC
Margaret Hill, FPC
Colleen Gill, OPB
Samuel Roubique, OPB
Matt Gillen, OPB
Julia Gradney, House Fiscal Division
Allison Pryor, House Fiscal Division
Daniel Waguespack, House Fiscal Division
Bobbie Hunter, Senate Fiscal Division
Raynel Gascon, Senate Fiscal Division
Lily Dugas, Senate Fiscal Division

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JLCB Summary
Approval of Change Orders Over $250k
April 16, 2026

Strategic Capital Plan, Deferred Maintenance for Infrastructure and Streets – Jesse Coates Building
Louisiana State University
Baton Rouge, Louisiana

Project No. 19-601-20-03, F.19002636

State ID: S10353
Site Code: 2-17-014
Date of Contract: January 6, 2026

Original Contract Amount:	**$13,480,000.00**	
Changes by Previous Change Orders:		
Change Order 01:	**($2,268,275.00)**	Executed 12/19/25
Current Contract Sum:	**$11,211,725.00**	
Contract Amount increased by This Change Order:		
Change Order 02:	**$412,993.00**	
New Contract Sum:	**$11,624,718.00**	

Change Order 02 is for the purchase and installation of a new electrical transformer and SF6 switch (at the time of bid, lead times for new equipment were schedule- and cost-prohibitive, resulting in consensus to utilize User-loaned equipment); includes additional mobilization and installation work. The base contract required installation of User-provided and loaned gear; which must be returned for User use, therefore replacement equipment will be purchased and installed under this change order.

Funds are available within the project budget to cover this change order.

Change Order 02 exceeds $250,000 and therefore requires JLCB approval prior to execution per FP&C/JLCB procedures.

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Facility Planning & Control

CHANGE ORDER

PROJECT NAME:	Strategic Capital Plan, Deferred Maintenance for Infrastructure and Streets - Jesse Coates Building, Louisiana State University, Baton Rouge, Louisiana	CHANGE ORDER No.	2
PROJECT & WBS No:	19-601-20-03, F.19002636	CONTRACT DATE:	01/06/26
CONTRACTOR:	Build Commercial Construction, LLC	NTP DATE:	01/20/26
SITE CODE:	2-17-014 STATE ID: S10353	SRM No.:	4400034424

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary

Installting the Owner provided switch and transformer per contract documents. The price also includes returning to the project after completion to remove owner supplied temporary SF6 Switch and Transformer and install new equipment with stainless steel housings. We are assuming the swap taking place during the Christmas 2026 school break. This is priced includes 1 additional mobilization for the work described. This price is based on an estimated 35 week lead time for the new materials (including submittals.) The products are estimated to arrive December 17, 2026 if approved by April 16, 2026. Build will not be penalized if the products are delayed for any reason. In addition, the current substantial completion date is November 20, 2026 and this work will take place over a month after substantial completion. The Owner has requested this work be done after occupancy so we are asking for an extension of time for the punch list. We are asking for our punchlist timeline to be 60 days from substantial completion.

The Original Contract Sum			$13,480,000.00	
Total Changes by Previous Change Order(s)			($2,268,275.00)	
Current Contract Sum			$11,211,725.00	
Contract Sum will be	unchanged	increased by / decreased by:	$412,993.00	
New Contract Sum			**$11,624,718.00**	
The Original Contract Completion Date and Contract Time.		Date: 11/20/2026	304	DAYS
Total Time extended by Previous Change Order(s)				DAYS
Contract Time will be	☑ unchanged ☐ increased by ☐	decreased by:		DAYS
New Contract Completion Date & Contract Time		Date: 11/20/2026	304	DAYS
Added Building Area				(Sq. Ft.)

NOTE*: *No additional increase in time or money will be considered for a Change Order item after it has been executed.

☐ ☐ ☐

RECOMMENDED	ACCEPTED	APPROVED
Designer's Name: Remson Haley Herpin Architects / Tipton Accociates, A Joint Venture	Contractor's Name: Build Commercial Construction, LLC	Project Manager: James Pugh
Address: 200 Government Street, Suite 100 Baton Rouge, LA 70802	Address: 11567 Mercantile Drive Baton Rouge, LA 70809	Facility Planning & Control
Email Address: sam@rhharchitects.com	Email Address: jeremy@buildcc.net / nick@buildcc.net	
By:	By:	By:
Date:	Date:	Date:

FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*		**Miscellaneous (Type "M")**	
Error (Type "E")*		**Owner Requested (Type "R")**	
COMMENTS:		Senior Manager/Assistant Director approval:	

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State of Louisiana
Office of Facility Planning and Control

Jeff Landry
Governor

Taylor F. Barras
Commissioner of Administration

Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Phone (225) 342-0820
Fax (225) 342-7624

April 16, 2026

The Honorable Jack McFarland, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

RE: Reporting of Change Orders over $50,000 and Under $250,000

Dear Chairman McFarland:

In accordance with R.S. 39:126, any change order in excess of fifty thousand dollars but less than two hundred fifty thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority, Facility Planning & Control has issued change orders which are itemized on the attached list.

Please place this item on the agenda of the next meeting of the Committee.

Sincerely,

Signed by:
A31E881B49CE4BA...
Matthew H. Baker
Director

Approved: Signed by: Taylor Barras
B7A10961E618497...
Taylor F. Barras

CC: Janelle Kirvin, FPC
Margaret Hill, FPC
Colleen Gill, OPB
Samuel Roubique, OPB
Matt Gillen, OPB
Julia Gradney, OPB
Brittany Lea, House Fiscal Division
Alison Pryor, House Fiscal Division
Daniel Waguespack, House Fiscal Division
Bobbie Hunter, Senate Fiscal Division
Raynel Gascon, Senate Fiscal Division
Lily Dugas, Senate Fiscal Division

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JLCB Summary
Reporting of Change Orders over $50,000 and under $250,000
April 16, 2026

Renovations
Madison Hall
University of Louisiana Lafayette
Lafayette, Louisiana

Project No. 19-640-20-01, F.19002342

State ID: S04865
Site Code: 4-28-006
Date of Contract: April 11, 2024

Original Contract Amount:	**$17,695,000.00**	
Changes by previous change orders:		
Change Order 01:	**($2,879,639.00)**	(Executed 03.13.24)
Change Order 02:	**$31,055.00**	(Executed 12.02.24)
Change Order 03:	**$19,612.00**	(Executed 12.20.24)
Change Order 04:	**$47,665.00**	(Executed 03.20.25)
Change Order 05:	**$44,904.00**	(Executed 09.04.25)
Change Order 06:	**$47,065.00**	(Executed 12.11.25)
Change Order 07:	**$43,844.00**	(Executed 01.23.26)
Current Contract Sum:	**$15,049,506.00**	
Contract amount increased by this Change Order:		
Change Order 08:	**$82,475.00**	(Executed 02/27/26)
New Contract Sum:	**$15,131,981.00**	

History

The project consists of the renovation of Madison Hall on the University of Louisiana at Lafayette's campus.

Change Order 08 increased the contract amount due to the reworking of existing MC Cable hidden above the existing ceiling in Lab Rooms 204, 206 and 208. It also included the installation of a Clean Agent Suppression System in Data Rooms 252A and 209B due to the user agency's request.

The increase of $82,475.00 includes material and labor costs associated with all items. The change order costs will be covered by existing construction contingency.

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MAJOR RM

Facility Planning & Control

CHANGE ORDER

PROJECT NAME:	Renovations to Madison Hall, ULL, Lafayette, LA	CHANGE ORDER No.	8
PROJECT & WBS No:	19-640-20-01, F.19002342	CONTRACT DATE:	04 11 24
CONTRACTOR:	M.D. Descant, LLC	NTP DATE:	05 06 24
SITE CODE:	4-28-006 STATE ID: S04865	SRM No.:	4400029407

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and or UNIT PRICE BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary

8.1 - Reworking of MC Cable hidden above ceiling in Lab Rms. 204, 206 and 208. - $8,522.00 (M)
8.2 - Installation of Clean Agent Suppression System in Data Rms. 252A and 209B. - $73,953.00 (R)
Total - $ 82,475.00
Time extension is based upon 10 weeks or 70 days starting from February 13, 2026. The 70 days includes 8 weeks of submittals processing and fire marshal approval along with material receipt. 70 days extends to April 24, 2026 which is 34 days beyond the present contract completion date. - 34 day extension.

The Original Contract Sum			$17,695,000.00
Total Changes by Previous Change Order(s)			($2,645,494.00)
Current Contract Sum			$15,049,506.00
Contract Sum will be ☐ unchanged ☒ increased by ☐ decreased by:			$82,475.00
New Contract Sum			**$15,131,981.00**
The Original Contract Completion Date and Contract Time.	Date: 6 1 2026		756 DAYS
Total Time extended by Previous Change Order(s)			-72 DAYS
Contract Time will be ☐ unchanged ☒ increased by ☐ decreased by:			34 DAYS
New Contract Completion Date & Contract Time	Date: 4 24 2026		718 DAYS
Added Building Area			N A (Sq Ft)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED	ACCEPTED	APPROVED
Designer's Name:	Contractor's Name:	Project Manager:
Mathes Brierre Architects - MBSB Group - AJV	M.D. Descant, LLC	Amy Petersen
Address:	Address:	Facility Planning & Control
101 La Rue France, Ste. 205, Laf.,LA 70508	206 Evergreen St., Bunkie, LA 71322	
Email Address:	Email Address:	
mark@mbsbgroup.com	Trent@mddescantconstruction.com	
By:	By:	By: Amy Petersen
Mark Stielper - MBSB President	Trent Descant	
Date:	Date:	Date: 2/27/2026
12-Jan-26	12-Jan-26	

FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*		Miscellaneous (Type "M")	$8,522.00
Error (Type "E")*		Owner Requested (Type "R")	$73,953.00
COMMENTS:		Senior Manager Assistant Director approval:	3/4/26

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

JLCB Summary
Reporting of Change Orders over $50,000 and under $250,000
April 16, 2026

Renovation of DeClouet Hall
Main Campus
University of Louisiana Lafayette
Lafayette, Louisiana

Project No. **19-640-21-01, F.19002395**
01-107-98-04, F.01004724 (Supplement)
01-107-18-01, F.01004725 (Supplement)

State ID: S04849
Site Code: 4-28-006
Date of Contract: September 5, 2025

Original Contract Amount:	**$5,270,000.00**	
Changes by previous change orders:		
Change Order 01:	**$1,620.00**	(Executed 02.11.26)
Change Order 02:	**$2,624.00**	(Executed 02.13.26)
Change Order 03:	**($22,754.00)**	(Executed 02.11.26)
Current Contract Sum:	**$5,251,490.00**	
Contract amount increased by this Change Order:		
Change Order 04:	**$58,738.00**	(Executed 02.11.26)
New Contract Sum:	**$5,310,228.00**	

History

The project consists of a renovation and elevator addition to DeClouet Hall, one of the oldest buildings at the University of Louisiana at Lafayette.

Change Order 4 increased the contract amount due to the additional asbestos abatement of 250 linear feet of TSI pipe insulation and a 50 day schedule delay.

The increase of $58,738.00 includes material and labor costs associated with all items. The change order costs will be covered by existing construction contingency.

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

Facility Planning & Control

CHANGE ORDER

MAJOR RM

PROJECT NAME:	Renovation of DeClouet Hall, Main Campus, University of Louisiana Lafayette, Lafayette, Louisiana	CHANGE ORDER No.	4
PROJECT & WBS No:	19-640-21-01; F.19002395;01-107-98-04,F.01004724(S);01-107-18-01,F.01004725 (S)	CONTRACT DATE:	09/05/25
CONTRACTOR:	Freetown Builders, LLC RM	NTP DATE:	09/29/25
SITE CODE:	4-28-006 STATE ID: S04849	SRM No.:	4400033483

BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary Pages.

- Includes the additional cost of $58,738.00 for the asbestos abatement as per ASI 04.
- Includes the cost 50 day schedule extension.

Schedule Extension Breakdown:
1.11/20/25: RFI 008 R.1 sent regarding potential asbestos containing materials.
2.12/18/25: ASI 04 received with abatement plan.
3.1/9/26: Abatement subcontractor can start work.
4.1/15/26: Completion of Abatement.

Contractor is requesting 50 day schedule extension. As per 10/29/25 schedule, interior demolition was scheduled to be complete on 11/26/25 (see attached). The discovery of asbestos containing material prevented contractor from completing the interior demolition and delaying the critical path by 50 days.
- 1/15/26 (Abatement Completion) minus 11/26/25 (Original schedule completion date) = 50 days of additional contract time.

The Original Contract Sum		$5,270,000.00	
Total Changes by Previous Change Order(s)	($18,510.00)	~~($18,279.00)~~	- (AP)
Current Contract Sum	$5,251,490.00	~~$5,251,721.00~~	- (AP)
Contract Sum will be ☐ unchanged ☑ increased by ☐ decreased by:		$58,738.00	
New Contract Sum	$5,310,228.00	~~$5,310,459.00~~	- (AP)
The Original Contract Completion Date and Contract Time.	Date: 9/29/2026	365	DAYS
Total Time extended by Previous Change Order(s)			DAYS
Contract Time will be ☐ unchanged ☑ increased by ☐ decreased by:		50	DAYS
New Contract Completion Date & Contract Time	Date: 11/18/2026	415	DAYS
Added Building Area			(Sq. Ft.)

NOTE *: No additional increase in time or money will be considered for a Change Order item after it has been executed.*

RECOMMENDED	**ACCEPTED**	**APPROVED**
Designer's Name:	Contractor's Name:	Project Manager:
Chase Marshall Architects, APAC	Freetown Builders, LLC	Amy Petersen
Address: 1720 Kaliste Saloom Road, Suite B3 Lafayette, LA 70508	Address: 517 Amarillo Dr. Houma, LA 70360	Facility Planning & Control
Email Address: jay.chase@chasemarshall.com	Email Address: bboud@freetownbuilders.com	
By:	By:	By: Amy Peterson
Date: 02.11.2026	Date: 2/10/26	Date: 2/11/2026

FACILITY PLANNING AND CONTROL USE ONLY

Classification	**Amount**	**Classification**	**Amount**
Omission (Type "O")*		**Miscellaneous (Type "M")**	$58,738.00
Error (Type "E")*		**Owner Requested (Type "R")**	
COMMENTS:		Senior Manager/Assistant Director approval:	

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

JLCB Summary
Reporting of Change Orders over $50,000 and under $250,000
April 16, 2026

Renovation of DeClouet Hall
Main Campus
University of Louisiana Lafayette
Lafayette, Louisiana

Project No. **19-640-21-01, F.19002395**
01-107-98-04, F.01004724 (Supplement)
01-107-18-01, F.01004725 (Supplement)

State ID: S04849
Site Code: 4-28-006
Date of Contract: September 5, 2025

Original Contract Amount:	**$5,270,000.00**	
Changes by previous change orders:		
Change Order 01:	**$1,620.00**	(Executed 02.11.26)
Change Order 02:	**$2,624.00**	(Executed 02.13.26)
Change Order 03:	**($22,754.00)**	(Executed 02.11.26)
Change Order 04:	**$58,738.00**	(Executed 02.11.26)
Current Contract Sum:	**$40,228.00**	
Contract amount increased by this Change Order:		
Change Order 05:	**$156,934.00**	(Executed 02.13.26)
New Contract Sum:	**$5,467,162.00**	

History

The project consists of a renovation and elevator addition to DeClouet Hall, one of the oldest buildings at the University of Louisiana at Lafayette.

Change Order 05 increased the contract amount due to the condition of the existing wood subfloor.

The increase of $156,934.00 includes material and labor costs associated with all items. The change order costs will be covered by existing construction contingency.

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

Facility Planning & Control

CHANGE ORDER

MAJOR RM

PROJECT NAME:	Renovation of DeClouet Hall, Main Campus, University of Louisiana Lafayette, Lafayette, Louisiana	CHANGE ORDER No.	5
PROJECT & WBS No:	19-640-21-01, F.19002395; 01-107-98-~~64~~; F.01004724 (S); & 01-107-18-01, ~~F.01004725~~ (S)	CONTRACT DATE:	09/05/25
CONTRACTOR:	Freetown Builders, LLC 04 F.01004725(S)	NTP DATE:	09/29/25
SITE CODE:	4-28-006 STATE ID: S04849 RM	SRM No.:	4400033483

BREAKDOWN forms as required and give a brief description of each change below, including RFI No., cost and days from Summary Pages.

This change order pertains to WCPR 03.

Cost from Summary Page: $156,934.00

Days from Summary Page: 28 Days

Schedule Extension:
- Existing subfloor demo = (6) working days equals 8 calendar days
- Subfloor installation = (14) working days equals 20 calendar days

Change Order 5 excludes Closed Cell Insulation as stated in WCPR 03. Contractor instructed to provide separate change order for this item.

Wood Blocking is excluded from this change order. Contractor proposes using unit pricing for wood blocking - #2 as stated in the specs, "B. Item: 2) - Treated 2x_ wood members for roof, soffit, fascia framing ; Section 061000 - Rough Carpentry

The Original Contract Sum			$5,270,000.00
Total Changes by Previous Change Order(s)		$40,228.00	~~$40,459.00~~ AP
Current Contract Sum		$5,310,228.00	~~$5,310,459.00~~ AP
Contract Sum will be ☐ unchanged ☑ increased by ☐	decreased by:		$156,934.00
New Contract Sum		$5,467,162.00	~~$5,467,393.00~~ AP
The Original Contract Completion Date and Contract Time.	Date: 9/29/2026		365 DAYS
Total Time extended by Previous Change Order(s)			50 DAYS
Contract Time will be ☐ unchanged ☑ increased by ☐	decreased by:		28 DAYS
New Contract Completion Date & Contract Time	Date: 12/16/2026		443 DAYS
Added Building Area			(Sq. Ft.)

NOTE *: No additional increase in time or money will be considered for a Change Order item after it has been executed.*

RECOMMENDED	**ACCEPTED**	**APPROVED**
Designer's Name:	Contractor's Name:	Project Manager:
Chase Marshall Architects, APAC	Freetown Builders, LLC	Amy Petersen
Address: 1720 Kaliste Saloom Road, Suite B3 Lafayette, LA 70508	Address: 517 Amarillo Dr. Houma, LA 70360	Facility Planning & Control
Email Address: jay.chase@chasemarshall.com	Email Address: bboud@freetownbuilders.com	
By:	By:	By: Amy Petersen
Date: 02.11.2026	Date: 2/10/26	Date: 02/13/2026

FACILITY PLANNING AND CONTROL USE ONLY

Classification	**Amount**	**Classification**	**Amount**
Omission (Type "O")*		**Miscellaneous (Type "M")**	$156,934.00
Error (Type "E")*		**Owner Requested (Type "R")**	
COMMENTS:		Senior Manager/Assistant Director approval:	

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

JLCB Summary
Reporting of Change Orders Over $50,000 and Under $250,000
April 16, 2026

Non-State Capital Outlay Project
Morgan City Harbor and Terminal District
Dock Expansion - Bulkheading, State Drydock Repair & Related Dredging, Planning and Construction (Phase 2)
Morgan City, Louisiana

Project No. 36-P15-23-01, F.36000086

State ID No.: N/A
Site Code: N/A
Date of Contract: March 26, 2025

Original Contract Amount:	**$2,600,000.00**	
Contract Amount Increased by this Change Order:		
Change Order 01:	**$125,792.34**	(Executed 3/2/26)
New Contract Sum:	**$2,725,792.34**	

History

The scope is to balance the quantities to those completed during the project as well as remove the access channel dredging from this phase of the project and add additional cost for dredging the virgin materials (harden clay) in the boat slips. Project funds are available to cover the cost of this additional work. The State's participation in Change Order No. 01 is limited to $125,792.34 or 100%.

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

ENGINEERING LLC

Morgan City Harbor and Terminal District
Slip Maintenance Dredging Project
FP&C Project No. 36-P15-23-01
GIS Project No. 39130-1473

CHANGE ORDER NO. 1 (Balancing)

OWNER:
Morgan City Harbor and Terminal District
Port of Morgan City Admin Office
7327 Hwy 182, Morgan City, LA 70380

DATE OF ISSUANCE:
January 29, 2026

ENGINEER:
GIS Engineering, LLC
197 Elysian Drive
Houma, Louisiana 70363

ENGINEER'S PROJECT NO.
39130-1473

CONTRACTOR:
Coastal Dredging Company, Inc.
PO Box 3085
Hammond, LA. 70404

You are directed to make the following changes in the Contract Documents.

Purpose of Change Order:
The purpose of this Change Order is to balance the quantities to those actually completed during the project as well as remove the access channel dredging from this project and add additional costs for dredging virgin materials in the slips.

Description:
Change Order No. 1 (balancing) will add 8,386.42 cu. yds. @ $15.00 / cu. yd. totaling $125,796.30 of Hydraulic Dredging to Item No. S-01 at ninety-four (94) calendar days. This Change Order will remove from the project 39,315 cu. yds @ $13.60 / cu. yd. totaling $534,684.00 of Mechanical Dredging from Item No. S-02. This Change Order will finally add Item CO-1 Hydraulic Dredging (Virgin Material Add'l Costs) that will add 40,114.04 cu. yds. @ $13.329 / cu. yd. totaling $534,680.04 to the contract. The new contract end date for the project is Oct. 16, 2025.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:	
Original Contract Price	Original Contract Time	
$ 2,600,000.00	90 Calendar Days	4/15/2025
	Days or Date	
Previous Change Orders No. 1 thru 1	Net Change from previous Change Orders	
$ 0.00	0 Days	
	Days	
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order	7/14/2025
$ 2,600,000.00	90 Calendar Days	
	Days or Date	
Net Increase of this Change Order	Net Increase of this Change Order	
$ 125,792.34	94 Days	
	Date	
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders	10/16/2025
$ 2,725,792.34	184 Calendar Days	
	Days or Date	

RECOMMENDED:
By:
GIS ENGINEERING, LLC
Date: 2/26/26

APPROVED:
By:
POMC
Date: 3/5/26

APPROVED:
By:
Coastal Dredging
Date: 3-2-26

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

State of Louisiana
Office of Facility Planning and Control

Jeff Landry
Governor

Taylor F. Barras
Commissioner of Administration

Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Phone (225) 342-0820
Fax (225) 342-7624

April 16, 2026

The Honorable Jack McFarland, Chairman
Joint Legislative Committee on the Budget
Post Office Box 44294, Capital Station
Baton Rouge, Louisiana 70804

RE: Combination of Appropriations Request
West Side Water Expansion, Planning and Construction (Sabine, Vernon)
Project No. 50-MD1-18-01, F.50000643
And
Water Plant Expansion, Planning and Construction (Vernon)
Project No. 50-MD1-24-01, F.50001449

Dear Chairman McFarland,

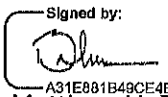
Act 2 of 2025 includes a project for the Town of Hornbeck: West Side Water Expansion, Planning and Construction (Sabine, Vernon) Project No. 50-MD1-18-01, F.50000643 and Act 5 of 2024 includes a project for Town of Hornbeck: Water Plant Expansion, Planning and Construction (Vernon) Project No. 50-MD1-24-01, F.50001449. Both projects are intended for improvements to increase water capacity, water storage, and distribution systems. Through preliminary exploration it was determined that the new well that was to be provided as part of the West Side Water Expansion Project would not provide sufficient quantity and quality of groundwater at this location. Due to these limitations, it has been proposed to expand the existing water plant, drill a larger well, and install a larger distribution line under the railroad to increase capacity to the west side of the system at the exiting water plant site. The Water Plant Expansion project would still provide new tanks, pumps, and appurtenances that were originally proposed and all work would be done on the existing water plant site located at the nearest intersection of Planview Road and Dowden Road where the quality and quantity of water is available to meet the demand. Therefore, Facility Planning and Control is requesting to combine both appropriations under FP&C Project No. 50-MD1-18-01 for accounting purposes and to combine the scope of work for these projects.

The project name of this project should be changed to Water Plant & System Expansion, Planning and Construction (Vernon, Sabine) Project No. 50-MD1-18-01.

Please place this item on the agenda of the next meeting of the Committee.

Docusign Envelope ID: 66497796-E611-4824-ADFB-025B1A37012C

Sincerely,

Signed by:

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Matthew H. Baker
Director

CC: Richard Hebert, FPC
Chris Haftek, FPC
Margaret Hill, FPC
Matthew Baker, FPC
Janelle Kirvin, FPC
Ternisa Hutchinson, OPB
Samuel Roubique, OPB
Paul Fernandez, OPB
Brittany Lea, House Fiscal Division
Mark Mahaffey, House Fiscal Division
Daniel Waguespack, House Fiscal Division
Bobbie Hunter, Senate Fiscal Division
Debra Vivien, Senate Fiscal Division
Raynel Gascon, Senate Fiscal Division

Agenda Item No. 3

Review and approval of an extension of a contract between University of Louisiana at Lafayette and Ellucian Company, L.P., in accordance with provisions of R.S. 39:1615(J)

State of Louisiana
Office of State Procurement

Jeff Landry
Governor

Taylor F. Barras
Commissioner of Administration

Division of Administration
1201 N. Third Street, Suite 2-160
Baton Rouge, Louisiana 70802-5243
Phone (225) 342-8010
Fax (225) 342-9756

March 4, 2026

TO: Kristi Montet, NIGP-CPP
Director of Procurement & Travel
University of Louisiana at Lafayette

FROM: Pamela Bartfay Rice, Esq., CPPO
Assistant Director, Professional Contracts

RE: OSP Pre-Approval for JLCB
Amendment #3 to contract – Ellucian Company, LLC
LaGov PO#: 4400027252

The above-referenced contract amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the contract amendment in accordance with La. R.S. 39:1615(J), please return the "**Agency Memo to OSP After JLCB Approval,**" along with the stamped contract from the JLCB.

The contract amendment will not receive final approval by OSP until all appropriate approvals are received and each is submitted to OSP in LaGov and/or LESA, as applicable.

If you should have any further questions/comments, please do not hesitate to contact me.

UNIVERSITY OF LOUISIANA
Lafayette

Office of Procurement Services

P.O. Box 40197
Lafayette, LA 70504-0197
Office: (337) 482-5396
Fax: (337) 482-5059

Université des Acadiens

March 4, 2026

Ms. Sherry Phillips-Hymel
Director, Senate Fiscal Services
Joint Legislative Committee on the Budget
P.O. Box 44294
Baton Rouge, LA 70804

Re: Submitting Agency – **University of Louisiana at Lafayette**
Contractor – **Ellucian Company LLC.**
Amendment #3 to the Consulting Services Agreement C002127
LaGov # 4400027252

Dear Ms. Phillips-Hymel:

Please consider this justification for the University of Louisiana at Lafayette to amend the current three (3) year consulting services agreement with Ellucian Company LLC. (Ellucian) for an additional two (2) years. The University is submitting this request in accordance with Joint Legislative Committee on the Budget (JLCB) procedures requiring written submission no less than fourteen (14) days prior to the scheduled meeting date of March 19, 2026.

The above written contract was approved by the Office of State Procurement as a sole source provider of consulting services relating to the implementation, deployment and support services of certain Enterprise Resource Planning (ERP) and other software component systems that the University of Louisiana at Lafayette has licensed from Ellucian Company LLC.

The service is a continuation of support necessary to a) mature newly developed business processes and changes resulting from the initial implementation; b) provide additional staff development and training to enhance continuous process improvement; and c) add new functionality and software into the originally implemented "stack". The University has successfully completed the initial baseline implementation of the systems licensed through Ellucian and would like to take advantage of the current momentum, success, and energy of our community to make additional progress.

Given the implementation complexity and the University resources required to be scheduled, coordinated, and engaged, we believe that two (2) additional years is necessary and adequate to reduce risk and assure implementation success.

The Louisiana Office of State Procurement (OSP) has reviewed the amendment and provided pre-approval to proceed with JLCB consideration and approval. A copy of the OSP pre-approval memorandum is attached to the email for Committee reference.

Your cooperation in this regard is greatly appreciated. Please do not hesitate to contact Celena Tilbury with any questions or if you need further information by email at celena.tilbury@louisiana.edu.

Sincerely,

Kristi Montet, NIGP-CPP
Director of Procurement & Travel, and Chief Procurement Officer

Enclosure

Docusign Envelope ID: E1F92204-247D-4021-A225-B70E3B3923F9

AMENDMENT #3 TO CONSULTING SERVICES AGREEMENT (Contract # C002127)

THIS AMENDMENT #3 TO CONSULTING SERVICES AGREEMENT (Contract # C002127) (“Amendment”) is made by and between **University of Louisiana at Lafayette** (hereinafter referred to as “Client” or "UL Lafayette") and **Ellucian Company LLC** (“Ellucian” or "Contractor"). As used herein, either Client or Ellucian may be referred to as a "Party" and both may be referred to collectively as "the Parties."

RECITALS

WHEREAS, Client and Ellucian entered into Consulting Services Agreement (Contract # C002127), with an Execution Date of April 26, 2023, as previously amended (the “Agreement”);

WHEREAS, the Term of the Agreement is from May 1, 2023 through April 30, 2026;

WHEREAS, pursuant to Amendment #1 (dated September 26, 2023) to the Agreement, Client acquired certain new fixed fee services from Ellucian for implementation of Ellucian Insights Premium Cloud Software;

WHERE, pursuant to Amendment #2 (dated March 13, 2025) to the Agreement, the Parties amended the Agreement to terminate the Active Directory Account Provisioning Integration for Banner Enterprise Identity Service and in consideration of such termination to allow Client to upgrade to the use of Ethos User Provisioning under a separate written amendment between the parties;

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to extend the Term of the Agreement for a period of two additional years (i.e., through April 30, 2028).

AMENDMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the Parties, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. Section 3.12 of the Agreement is deleted in its entirety and is hereby replaced by:

   3.12 Term of Contract: This Contract shall begin on May 1, 2023 and shall terminate on April 30, 2028.

   Section 3.0 of Attachment I to the Agreement is hereby edited to provide for Ellucian's performance of Services (including both Consulting Services as identified in Table 1 and Software Support Services as identified in Table 2) during the period from May 1, 2023 through April 30, 2028.

2. This Amendment, together with the Agreement, supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

3. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

4. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement (including any prior amendments thereto) and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with an Execution Date as specified below.

ELLUCIAN COMPANY LLC	**UNIVERSITY OF LOUISIANA AT LAFAYETTE**
By: Signed by: Lydia Turberville 811E5545D01C4BF...	**By:** Signed by: Edwin H. Litolff 37B172E09DA041F...
Authorized Signature	*Authorized Signature*
Name: Lydia Turberville	**Name:** Edwin H. Litolff
Printed	*Printed*
Title: Sr. Manager, Accounting Revenue Ops	**Title:** Vice President
Date: 3/13/2026	**Date:** 3/13/2026

DS

The last date of signature above is the "Execution Date" of this Amendment.

Office of State Procurement
PROACT Contract Certification of Approval

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: C002127
Vendor: Ellucian Company LP
Description: Ellucian /Provide consulting services of ERP &other software component
Approved By: Jeff Folse
Approval Date: 5/09/2023

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

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CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement" or "Contract") is made by and between University of Louisiana at Lafayette ("UL Lafayette" or "Client") and Ellucian Company L.P. ("Ellucian" or "Contractor"). The Agreement sets forth the terms and conditions whereby Contractor agrees to provide to UL Lafayette and UL Lafayette agrees to acquire from Contractor professional services, training with related documentation, and materials. The Term of this Agreement is thirty-six (36) months as specified below. The total maximum value of this Agreement is **$1,269,038** based upon the information available to Contractor and UL Lafayette as of the Execution Date; this estimate does not preclude the parties from executing one or more subsequent written agreements adding to or modifying the terms hereof and thereby increasing the stated estimate. No payments will be made in excess of the total maximum value of this Agreement absent a subsequent amendment to this Agreement. Ellucian will work with Client in good faith throughout the duration of the project described in this Agreement to track the ongoing services fees associated with the project. Unless approved in writing by Client, Client shall not be required to pay Ellucian for any service fee amounts over the maximum services fee. In the event that Client does not approve additional services fee amounts as and when requested by Ellucian, Ellucian shall suspend the provision of services unless and until additional services fee amounts are mutually agreed upon and reflected in a signed writing. Ellucian shall have no liability or responsibility to the extent that the project is delayed, incomplete, suspended or terminated due to Client's failure or delay to provide the approvals described above. For the avoidance of doubt, this is not a "not to exceed" arrangement and Ellucian is not committing to complete the project within the hour/cost estimates provided herein; rather, notwithstanding the inclusion of several fixed fee services within the overall scope of the project, (which are specifically identified herein as being fixed fee), overall, this shall remain a time and materials engagement in which Client shall pay Ellucian a designated hourly fee for each person-hour of services actually rendered by Ellucian resources, which actual hours may vary from the estimate provided herein.

GENERAL SCOPE:

This Agreement provides services through a single Contractor. The Contractor will provide the following services (collectively, "Consulting Services") associated with the implementation and support of certain Enterprise Resource Planning ("ERP") and other software component systems that the UL Lafayette has licensed from Contractor. The Consulting Services include:

1. Implementation services;
2. Training services; and
3. Software Development Support Services.

The specific activities for the Consulting Services are described within this Agreement and its Attachments.

SUMMARY OF ATTACHMENTS:

Attachment I: Implementation and Training Services; Software Development Support Services

Contractor will provide implementation and training services (as identified in Table 1 to Attachment I) for certain administrative software component systems that the UL Lafayette has licensed from Contractor; Contractor will also provide UL Lafayette with Software Development Support Services (as identified in Table 2 to Attachment I) during the Support Term specified therein. There are separate agreement(s) between UL Lafayette and Contractor for such administrative software components systems (the software) as well as for hosting services and software maintenance support services relating to same.

Contractor will perform Consulting Services according to the terms of the Agreement, Section 1.0 of this Agreement and the Statement of Work specified in Attachment II.

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Maximum Compensation: **$1,269,038**.

Attachment II: Implementation and Training Services Statement of Work

Describes the specific tasks and deliverables that are associated with the services listed in Table 1 of Attachment I to be provided by Contractor.

Attachment III: Software Development Support Services

Identifies additional terms, conditions, and obligations related to the Software Development Support Services listed in Table 2 of Attachment I to be provided by Contractor.

ARTICLE I – DEFINITIONS, GRANTS

1.1 Definitions.

The term **"Agreement"** or **"Contract"** shall both mean the same thing and refer to all of the contents of the agreement and all associated schedules and attachments.

The term the **"UL Lafayette"** shall mean any business unit, division, department, or agency of UL Lafayette.

The term **"Intellectual Property"** and **"IP"** shall mean the same thing and shall mean all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks, service marks and Confidential Information.

The term **"UL Lafayette Confidential Information"** shall mean all financial, statistical, personal, technical and other data and information relating to the UL Lafayette's operations and any other information or materials that have not been made available to the general public.

The term "**Contractor Confidential Information"** shall mean all research and development information related to Consulting Services; Licensed Software (as such term is defined in the parties' pre-existing Software License and Maintenance Agreement) or Licensed Material (as such term is defined in the separate Software License and Maintenance Agreement); the Licensed Software; the Licensed Material; Intellectual Property; software; computer code or instructions (including source and object code listings, program logic, algorithms, subroutines, modules, compilations, sequencing, "look and feel" or other subparts of computer programs and related documentation, including program notation); ideas, concepts, know-how, methods, techniques, structure, drawings; and trade secrets and any other information or materials that have not been made available to the general public.

The term **"Customization"** means any Contractor-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other modification whatsoever.

The term **"Customization Specification"** means that detailed specification submitted on a separately executed services agreement between Contractor and UL Lafayette approved by the State, as applicable and Contractor will agree upon in writing for each instance for a Customization, and from which Customization Specification Contractor will generate the Source Code and Object Code for such Customization.

The term **"Workaround"** means an avoidance procedure acceptable to UL Lafayette that will enable the continued use of the Licensed Software in question without a material adverse impact on the UL Lafayette's day-to-day business operations.

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ARTICLE II – INTENTIONALLY DELETED

ARTICLE III – SERVICES DELIVERY

3.1 **Staff Insurance.** Contractor shall procure and maintain for the duration of the Agreement, insurance to protect 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.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: Contractor shall not commence work under this Agreement until it has obtained all insurance required herein. Certificates of Insurance shall be filed with the University of Louisiana at Lafayette. Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained. If so requested, Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Contractor shall use its best efforts to provide the State of Louisiana with thirty (30) days written notice to the State of Louisiana in the event its policies are canceled or changed.

Compensation Insurance: Before any work is commenced, Contractor shall maintain during the term of this Agreement, Workers' Compensation Insurance for all of Contractor's employees employed at the site of the project. In case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in work under this Agreement at the site of the project is not protected under the Workers' Compensation Statute, Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: Contractor shall maintain during the term of an Agreement such Commercial General Liability Insurance which shall protect it, the UL Lafayette, and any subcontractor during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the UL Lafayette. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with minimum limits of $1,000,000 per occurrence, and $2,000,000 general aggregate. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Insurance Covering Special Hazards: Special hazards as determined by the UL Lafayette shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Agreement included therewith.

Licensed and Non-Licensed Motor Vehicles: Contractor shall maintain during the term of this Agreement, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any licensed (including owned, leased, rented, and borrowed vehicles) or non-licensed motor vehicles (commonly referred to as "any auto" coverage) engaged in operations within the terms of the Agreement on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

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Subcontractor's Insurance: Contractor shall require that any and all subcontractors, which are not protected under Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of Contractor.

3.2 **Licenses and Permits.** Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to complete the Consulting Services set forth in this Agreement.

3.3 **Security.** Contractor's personnel shall always comply with all security regulations in effect at the UL Lafayette's premises, and externally for materials belonging to the UL Lafayette or to the project. Contractor is responsible for reporting any known breach of security to the UL Lafayette promptly. The UL Lafayette security standards and guidelines are provided on the UL Lafayette website. Contractor will be notified of all revisions and updates to UL Lafayette security standards and guidelines as part of the standard communications to UL Lafayette personnel during the term of this Agreement.

3.4 **Contractor Resources.** Contractor agrees to provide Agreement related resources and individuals to be assigned by the Contractor, which resources are listed in one or more Attachments to this Agreement, but which at a minimum shall perform the following project management functions:

A. Provide Project Management - Contractor will provide project management using established management practices for all tasks and activities necessary to complete Contractor's obligations under the Statement of Work.

B. Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both UL Lafayette and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates, and Services Deliverables (if any). Scheduled completion dates for each Services Deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by UL Lafayette before project payments are made.

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to UL Lafayette, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the Services Deliverables, descriptions of problems encountered with a plan for resolving them, the work to be accomplished by Contractor and by UL Lafayette in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the Services Deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to UL Lafayette Project Director indicating effort expended and work performed by each member of its staff, participating in services engagements under this Contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with UL Lafayette approval procedures and forms to monitor the identification and resolution of key project issues and problems.

3.5 **Personnel Changes.** Contractor's Project Managers, Full Time Designees resources, Full Time onsite Technical Management personnel assigned to provide Consulting Services under this Agreement may not be replaced without the written consent of the UL Lafayette. Such consent shall not be unreasonably withheld or delayed provided a qualified and similarly skilled and experienced replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to a project outside of this Agreement, which factors are outside of Contractor's reasonable control, the Contractor shall be responsible for providing a qualified and similarly skilled and experienced replacement in time to avoid

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delays to the work plan.

3.6 **UL Lafayette Project Director.** UL Lafayette shall appoint a Project Director for this Agreement. The UL Lafayette Project Director shall provide oversight of the activities conducted hereunder. The assigned UL Lafayette Project Director shall be the principal point of contact on behalf of the UL Lafayette and shall be the principal point of contact for Contractor concerning Contractor's performance under this Agreement.

3.7 **Contractor Standards and Guidelines.** Where applicable, Contractor shall supply UL Lafayette its proposed standards and guidelines related to systems development, installation, and software distribution. The Contractor standards and guidelines will be provided to UL Lafayette before the start of the delivery of services under this Agreement.

3.8 **UL Lafayette Standards and Guidelines.** Contractor shall comply with UL Lafayette standards and guidelines related to systems, security, networking, and usage of UL Lafayette resources described in the UL Lafayette Standards and Guidelines, except that Contractor is not required to change Licensed Software and Intellectual Property (IP) to support the standards.

3.9 **Electronically Formatted Information.** Where applicable, UL Lafayette shall be provided all documents in electronic format. Electronic media prepared by the Contractor for use by the UL Lafayette shall be compatible with the UL Lafayette's comparable desktop application (e.g., Microsoft Word, Microsoft Excel, Adobe documents). Conversion of files, if necessary to comply with this compatibility requirement, shall be Contractor's responsibility. Conversely, as required, Contractor shall accept and be able to process electronic documents and files created by the UL Lafayette's current desktop applications.

3.10 **Contractor Network Connectivity.** Any Contractor workstations or devices to be connected to the UL Lafayette's network shall comply with UL Lafayette network and security standards. Contractor shall provide the hardware components, operating system, and software licenses necessary to function as part of the UL Lafayette network. All hardware and software shall be reviewed before it is used on the Local Area Network and may be made operable on the Local Area Network with written approval of the UL Lafayette. UL Lafayette's network and security standards are provided on the UL Lafayette website. Contractor will be notified of all revisions and updates to UL Lafayette standards and guidelines related to network and security standards as part of the standard communications to UL Lafayette personnel during this Agreement.

3.11 [RESERVED]

3.12 **Term of Contract:** This Contract shall begin on **May 1, 2023** and shall terminate on **April 30, 2026**.

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

ARTICLE IV – ACCEPTANCE

4.1 **Acceptance of Services Deliverables.** Services Deliverables shall be submitted, reviewed, and accepted according to the following procedure.

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4.2. **General.** The services provided under this Agreement shall be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work and/or as subsequently modified in UL Lafayette-approved design documents developed within a Project and approved by both parties.

4.3 **Submittal and Initial Review.** Upon written notification by Contractor that a Services Deliverable is completed and available for review and acceptance, the UL Lafayette Project Director shall use best efforts to review the Services Deliverable within five (5) business days after the Services Deliverable is presented to the UL Lafayette Project Director, but in no event later than ten (10) business days after the Services Deliverable is presented to the UL Lafayette Project Director. Within the applicable period, the UL Lafayette Project Director shall direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process shall be comprehensive with a view toward identifying all items which shall be modified or added to enable a Services Deliverable to meet the specifications identified for such Services Deliverable in the Project Work Plan (in each instance, a failure of the Services Deliverable to meet such specification being a "Defect"), and accordingly, to be approved. A failure to deliver all or any essential part of a Services Deliverable shall be cause for non-acceptance.

4.4 **Notification of Acceptance or Rejection.** If no notification is delivered to Contractor within the applicable period, the Services Deliverable will be considered Accepted. If UL Lafayette disapproves a Services Deliverable, UL Lafayette will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Services Deliverable to meet the specifications identified for such Services Deliverable in the Project Work Plan, and accordingly, to be approved.

4.5 **Resubmitting Corrected Services Deliverables.** With respect to such Services Deliverables, Contractor will resubmit the Services Deliverable with requested modifications and the UL Lafayette Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Services Deliverable is considered Accepted. If UL Lafayette disapproves that Services Deliverable, UL Lafayette will notify Contractor in writing of any additional Defects which result from such modifications and Contractor will resubmit the Services Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified Defects are corrected or a determination of breach or default is made.

ARTICLE V – PAYMENT

5.1 **Services Payments.** In consideration of the Consulting Services required by this Agreement, UL Lafayette will pay Contractor for Time and Materials Services (as identified in Table 1 to Attachment I) on an hourly basis and will pay for Software Development Services (as identified in Table 2 to Attachment I) on an annual basis in arrears. As to services identified in Table I of Attachment I as Time and Materials Services, Contractor will invoice UL Lafayette monthly as Time and Materials Services associated with a project deliverable are completed per the project plan. Invoices for Time and Materials Services will include preparation time and follow-up time. Payments for Time and Materials Services will be made monthly and are predicated upon satisfactory completion of services for the prior month as reasonably determined by UL Lafayette. Invoices for Time and Materials Services shall be submitted on a monthly basis and shall be accompanied by a time sheet indicating the effort expended and the work performed by each of the Contractor's staff. Time sheets shall identify the names of the individuals performing the work, the number of hours worked, and the associated rate per hour.

Contractor will invoice UL Lafayette for Software Development Services in arrears, sixty (60) days prior to the end of the Support Term identified within Table 2 of Attachment I. UL Lafayette shall make every reasonable effort to make payments within thirty (30) days after UL Lafayette approval of the invoice as provided for herein (predicated upon satisfactory completion of the services as reasonably determined by UL Lafayette).

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5.2 **Prohibition Against Advance Payments for Services.** No compensation or payment of any nature shall be made in advance of actual performance by Contractor of those services identified in Table 1 of Attachment I as Time and Materials Services and/or fixed fee services or in advance of the furnishing of supplies (if applicable). Notwithstanding the preceding sentence, fees for Software Development Support Services (as identified in Table 2 of Attachment I) shall be invoiced in accordance with the provisions of Section 5.1 above prior to the expiration of the referenced Support Term.

5.3 **Taxes.** UL Lafayette is exempt from all State and local sales and use taxes. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number 45-3767548 and State LDR Account # 6432983001.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the Contractor's tax payment compliance status may be verified. Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

ARTICLE VI - PROPRIETARY RIGHTS

6.1 **Ownership of Services Deliverables and Other Items.** All of UL Lafayette's data files, documentation, records, worksheets, or any other materials related to this Agreement shall remain the property of UL Lafayette. All such data files, documentation, records, worksheets, or materials shall be delivered to UL Lafayette within thirty (30) days of the completion or termination of this Agreement. Contractor will own all right, title and interest in and to all Services Deliverables (including all derivative works thereto), any other work product created by Contractor, and all Licensed Software (including all derivative works thereto). With respect to any Serviced Deliverables and other work product created by Contractor, Contractor will be deemed to have granted UL Lafayette a royalty-free, perpetual (unless otherwise terminated as provided for herein or in a separately executed software licensing agreement between Contractor and UL Lafayette), non-exclusive, non-transferable license to use such Services Deliverables and other work product, solely for UL Lafayette's internal, non-commercial purposes

6.2 **Exceptions to Confidentiality.** Nothing contained herein shall in any way restrict or impair the UL Lafayette's rights to use, disclose, or otherwise deal with any portion of Licensed Software, Licensed Material, IP or Software derived from:

- IP which is or becomes generally available to the public through no wrongful act of the UL Lafayette;
- IP which was in the UL Lafayette's possession prior to the time it was acquired from Contractor and which was not directly or indirectly acquired from Contractor;
- IP which is independently made available as a matter of right to the UL Lafayette by a third party, provided that the third party did not breach any obligation to Contractor in making the IP available;
- IP which is independently developed for the UL Lafayette by persons not having exposure to those portions of Licensed Software or Licensed Material excepted above;
- IP which is required (in the opinion of the UL Lafayette's legal counsel), to be disclosed by court order or operation of law (provided that Contractor is given notice of any court proceeding and an opportunity

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to contest disclosure).

6.3 **Copyright Notices.** The UL Lafayette agrees not to remove any copyright notices and other proprietary legends appearing on Licensed Software, Licensed Material and Intellectual Property.

6.4 **Contractor's Confidentiality, Nondisclosure Obligations.** In the event that the UL Lafayette discloses to Contractor any information about the UL Lafayette's business which is either Confidential as defined herein or is marked or designated as confidential or proprietary, Contractor shall keep the same confidential and not disclose it to any third party without the UL Lafayette's prior written consent. Contractor shall treat such information in the same manner as it treats its own confidential information of the same type. Contractor shall return to the UL Lafayette or destroy all such confidential information and certify in writing within thirty (30) days as to its return or destruction, upon the earliest to occur among the following:

- UL Lafayette's written request at any time;
- Termination of this Agreement, a subsequent Consulting Services Agreement or any licenses under this Agreement related to such information;
- Conclusion of Contractor's need for such information.

Additionally, under no circumstances is the Contractor to discuss and/or release information to the media concerning the selection process, the award process, the contracting process, the Agreement or the resulting project without prior express written approval of the Commissioner of Administration.

6.5 **Contractor's Exceptions to Confidentiality.** Nothing contained herein shall in any way restrict or impair Contractor's rights to use, disclose, or otherwise deal with any portion of:

- UL Lafayette's confidential information which is or becomes generally available to the public through no wrongful act of Contractor;
- UL Lafayette's confidential information which was in Contractor's possession prior to the time it was acquired from UL Lafayette and which was not directly or indirectly acquired from UL Lafayette;
- UL Lafayette' s confidential information which is independently made available as a matter of right to Contractor by a third party, provided that the third party did not breach any obligation to Contractor in making the IP available;
- UL Lafayette's confidential information which is required (in the opinion of Contractor's legal counsel) to be disclosed by court order or operation of law, provided that UL Lafayette is given notice of any court proceeding and an opportunity to contest disclosure;
- UL Lafayette's confidential information which independently developed for Contractor by persons not having exposure to those portions of the UL Lafayette's confidential information.

ARTICLE VII – [INTENTIONALLY DELETED]

ARTICLE VIII – INDEMNIFICATION, LIMITATION OF LIABILITY AND WARRANTIES

8.1 **Indemnification and Limitation of Liability.** Contractor shall be fully liable for the action of its agents, employees, partners or subcontractors for, and shall fully indemnify and hold harmless UL Lafayette and its affiliates from suits, actions, damages and costs asserted by a third party of every name and description relating to bodily injury and damage to real or personal tangible property to the extent caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of UL Lafayette.

Contractor will indemnify, defend and hold UL Lafayette harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs

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which may be finally assessed against UL Lafayette in any action for infringement of a United States Letter Patent with respect to the Services Deliverables furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that UL Lafayette shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) reasonable assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, UL Lafayette may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as UL Lafayette shall require.

Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) UL Lafayette's unauthorized modification or alteration of a Services Deliverable; (ii) UL Lafayette's use of the Services Deliverable in combination with other products not furnished by Contractor; or (iii) UL Lafayette's use in other that the specified operating conditions and environment.

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

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

UL Lafayette may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

8.2 Services Deliverables Warranties

A. Period of Coverage. The warranty period for each Contractor-provided deliverable (each a "Services Deliverable") under this Contract will begin on the date of Acceptance of each Services Deliverable, and will terminate ninety (90) days thereafter. For purposes of this Contract, "Acceptance" means, for each Services Deliverable, completion of the process outlined in Article IV above.

B. Free from Defects; Remedy for Breach. Contractor warrants, during the ninety (90) day warranty period described in Section 8.2.A above, that a Services Deliverable hereunder shall be free from Defects (as such term is defined in Section 4.3 above) and will continue to operate in all material respects without Defects, and Contractor will, without additional charge to UL Lafayette, correct or provide a workaround (such work around will enable UL Lafayette to continue to use the Services Deliverable at issue without a material adverse impact on UL Lafayette's ability to conduct its day-to-day business and data processing operations) for any such Defect. Upon Contractor's failure to so correct or provide UL Lafayette with a work around for

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a Defect in any instance, then, subject to the limitations set forth in Section 8.1 of this Contract, UL Lafayette may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Contractor's sole obligations for breach of this limited warranty are contained in this Section 8.2.B. The limited warranty in this Section 8.2.B is made in lieu of all other warranties or conditions.

C. Software Standards Compliance. Contractor warrants, pursuant to and as limited by Section 8.2.B above, that all software and other products delivered pursuant to any services to develop software provided hereunder will comply with UL Lafayette's standards and/or guidelines for resource names, programming languages, and documentation as communicated to Contractor by UL Lafayette.

D. Software Performance. Specific operating performance characteristics of the software developed pursuant to the Consulting Services provided hereunder are warranted by the Contractor as stated in Section 8.2.B above.

E. Original Development. Contractor warrants that all materials developed pursuant to the Consulting Services provided hereunder will be of development by Contractor, and will be specifically developed for the fulfillment of this Contract.

F. No Surreptitious Code Warranty. Contractor warrants that the Services Deliverables provided hereunder will be free from any Contractor-introduced "Self-Help Code." "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than UL Lafayette. Excluded from this prohibition are identified and UL Lafayette-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code."

Contractor agrees that in the event of any dispute with UL Lafayette regarding an alleged breach of this Agreement, Contractor shall not use any type of electronic means to prevent or interfere with UL Lafayette's use of the Services Deliverables without first obtaining a valid court order authorizing same. UL Lafayette shall be given proper notice and an opportunity to be heard in connection with any request for such court order.

G. Professional and Workmanlike Standards of Performance. Contractor warrants that all Consulting Services will be rendered in a professional and workmanlike manner in accordance with any Consulting Services descriptions contained in this Agreement, using personnel having the requisite knowledge, skill and experience to perform such Consulting Services (the "Service Standards"). Contractor will promptly replace any Contractor personnel that are rendering Consulting Services on-site at UL Lafayette's premises if UL Lafayette reasonably determines that such personnel do not so exhibit the requisite skills and provides Contractor with written notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. To the extent Contractor fails to provide any Consulting Services in accordance with these Service Standards and is notified promptly by UL Lafayette in writing of such failing, Contractor shall re-perform the Consulting Services at issue at no additional cost to UL Lafayette.

H. Right to Grant Licenses and Provide Services. Contractor warrants that it has all necessary and applicable rights, licenses and approvals required for Contractor to: (i) grant UL Lafayette the license to use any Services Deliverables and other work product hereunder (in accordance with the terms of Section 6.1 above), and (ii) provide UL Lafayette with the Consulting Services specified hereunder.

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I. Certain Disclaimers. CONTRACTOR MAKES NO OTHER WARRANTIES OTHER THAN SET FORTH ABOVE, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES DELIVERABLES AND/OR ANY OTHER MATTER RELATING TO THIS CONTRACT, AND, WITHOUT LIMITING OR REDUCING ANY OF THE WARRANTIES EXPRESSLY MADE BY CONTRACTOR IN THIS SECTION 8.2, CONTRACTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, CONTRACTOR EXPRESSLY DOES NOT WARRANT THAT ANY SERVICES DELIVERABLE WILL BE USABLE BY UL LAFAYETTE IF THE DELIVERABLE HAS BEEN MODIFIED BY ANYONE OTHER THAN CONTRACTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE HARDWARE CONFIGURATION FOR WHICH CONTRACTOR CREATED THE SERVICES DELIVERABLE IN QUESTION.

J. Software Warranties. Warranties applicable to the software (also referred to as "Component Systems") licensed to UL Lafayette by Contractor are as stated in the applicable software licensing agreement(s) between Contractor and UL Lafayette.

8.3 **Business Practices and Ethics Code.** Contractor warrants that it has given no commissions, payments, gifts, kickbacks, lavish or extensive entertainment, or other things of value to any employee or agent of UL Lafayette in connection with this Agreement and acknowledges that the giving of any such payments, gifts, entertainment, or other things of value is strictly in violation of the State's Code of Ethics as contained in the following documents or legislation:

LSA R.S. 42:1101 et seq.

A breach of the Code of Ethics may result in the cancellation of this and all future Contracts. Contractor shall notify the State's Ethics Board of any solicitation by any of UL Lafayette's employees or agents for such a thing.

8.4 **Employees, Agents and Subcontractors Contracts.** Contractor warrants that it shall be responsible for the conduct of its employees, agents, and subcontractors and shall obtain from its employees, agents, and subcontractors any contracts which are needed to enforce its obligations under this Agreement.

ARTICLE IX – GENERAL PROVISIONS

9.1 **Agreement Termination for Cause.** UL Lafayette may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement; provided that UL Lafayette shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) 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) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then UL Lafayette may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of UL Lafayette to comply with the terms and conditions of this Agreement; provided that the Contractor shall give UL Lafayette written notice specifying UL Lafayette's failure and a reasonable opportunity for UL Lafayette to cure the defect.

9.2 **Agreement Termination for Convenience.** With respect to the Consulting Services provided under this Agreement UL Lafayette may terminate the Consulting Services at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for Consulting Services satisfactorily rendered through the effective date of such termination for convenience.

9.3 **Agreement Termination for Funds Availability.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total

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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 Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to UL Lafayette except for payments for Consulting Services which have been rendered prior to the termination.

9.4 **Remedies for Default.** Any claim or controversy arising out of the Agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1672.4.

9.4.A. Other Remedies. If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the University based upon Contractor's performance of the terms of this Contract, then, upon notice to the Contractor and the expiration of any applicable cure period as specified in the Contract or under applicable law, the University may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

9.5 **Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Commissioner of the Division of Administration. This provision shall not be construed to prohibit Contractor from assigning to its 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 UL Lafayette.

9.6 **Binding Agreement.** This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties hereto.

9.7 **Outsourcing.** UL Lafayette shall have the right temporarily or permanently to sublicense, sublease, assign, or otherwise transfer to one or more Authorized Third Parties (as such term is defined in the separate Software License and Maintenance Agreement currently in existence) any or all of the license rights granted to UL Lafayette hereunder, provided, however that any such sublicense, sublease, assignment, or other transfer shall be for the use by such Authorized Third Party only to perform information processing services for UL Lafayette.

9.8 **Right to Audit.** Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, UL Lafayette, and any other duly authorized agencies of UL Lafayette where appropriate the right to inspect and review all books and records pertaining to services rendered under this Contract. Contractor shall comply with federal and/or State laws authorizing an audit of Contractor's operation as a whole, or of specific program activities.

9.9 **Record Retention.** Contractor agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least five years as per LRS 39: 1629.1 after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

9.10 **Amendments in Writing.** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed Contractor and UL Lafayette. No amendment shall be valid until it has been executed by Contractor, UL Lafayette and approved by the Director of the Office of State Procurement. Any material changes to the statement of work, term, or cost shall require a formal contract amendment executed by Contractor, UL Lafayette and approved by the Director of the Office of State Procurement.

9.11 **Fund Use.** Contractor agrees not to use funds received for services rendered under this Agreement 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

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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.

9.12 **Non-Discrimination.** With regard to Contractor's employment of personnel, Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the 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, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

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

9.12.A Equal Opportunity and Affirmative Action. The University is required to comply with the Office of Federal Contract Compliance Programs and must include an equal opportunity clause in all contracts and solicitations or advertisements for employment placed on behalf of the University. Therefore, Contractor shall abide by the requirements of 41 CFR 60-1.4, 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) to the extent the same apply to Contractor in its performance under this Contract.

9.13 **Anti-Kickback Clause.** Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

9.14 **Entire Agreement; Partial Invalidity.** The making, execution, and delivery of this Agreement by Contractor and the UL Lafayette have been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties hereto on the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

9.15 **Changes in Writing, Notices.** This Agreement, including Attachments, may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective parties. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier to the following addresses (or to such other place as a party may subsequently designate for its receipt of notices pursuant to this Agreement):

UL Lafayette:
University of Louisiana at Lafayette
Attn: Purchasing
Martin Hall, Room 123
104 University Circle
Lafayette, LA 70503

With a copy to:
University of Louisiana at Lafayette
Attn: Chief Information Officer

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Stephens Hall, Room 119
201 East St. Mary Blvd.
Lafayette, LA 70503

Contractor:
Ellucian Company L.P.
Legal Department
4 Country View Road
Malvern, PA 19355
FAX number (610) 578-7457

9.16 **Waiver of Breach.** The waiver of a breach of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement.

9.17 **Use of the UL Lafayette Trademark/Name.** Contractor shall not make any oral or written statement or perform any act indicating that UL Lafayette endorses or approves or has endorsed or approved Contractor and/or License Software and/or Licensed Material. Contractor shall not associate or in any way connect any name or trademark of UL Lafayette with Contractor and/or the Licensed Software or Licensed Material without UL Lafayette's prior written approval.

9.18 **Approval.** This contract is not effective until approved by the Director of the Office of State Procurement in accordance with La. R.S. 39:1595-39:1595.1. It is the responsibility of the Contractor to advise the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.

9.19 **FERPA.** To the extent that Ellucian will have access to, store or receive student education records, Ellucian agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99, as applicable. Ellucian agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by the Client or as required by law. Ellucian agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination of the Agreement, Ellucian shall return all student education record information as provided in the Agreement without keeping a copy for itself.

9.20 **Prohibition of Discriminatory Boycotts of Israel.** In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The University reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

9.21 **Cybersecurity Training.** In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to University or State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request.

9.22 **No Other Relationship/Obligations.** Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

9.23 **GOVERNING LAW, FORUM.** THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, INCLUDING BUT

NOT LIMITED TO LSA - R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; AND THE TERMS AND CONDITIONS OF THIS AGREEMENT. VENUE OF ANY ACTION BROUGHT, AFTER EXHAUSTION OF ADMINISTRATIVE REMEDIES, WITH REGARD TO THIS AGREEMENT SHALL BE IN THE 19TH JUDICIAL COURT, PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA.

9.24 **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure nor delay, results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotions, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement.

9.25 **Headings, Counterparts.** Descriptive headings in this Agreement are for convenience and reference purposes only and shall not affect the construction or meaning of contractual language. Capitalized terms used in Schedules and Attachments shall have the same meaning ascribed to them as in the Agreement and the same effect as described herein. This Agreement and any Schedules and Attachments may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.26 **Survival Period.** The provisions of ARTICLES VI and VIII shall survive the termination of this Agreement or any parts thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date written by the UL Lafayette below ("Execution Date").

DS DS DocuSigned by:

A AT LAFAYETTE

By: 644202585435498...

Name: Jerry Luke LeBlanc

Title: Vice President for Administration and Finance

Date: 4/26/2023

ELLU DocuSigned by:

By: Dawn Brajkovich F10A6B466D7C4D4...

Name: Dawn Brajkovich

Title: Director, Revenue Billing & Operations

Date: 4/24/2023

Billing Contact Information:

Name:	Accounts Payable
Street Address:	P.O. Box 40400
City, State, Zip Code:	Lafayette, LA 70504

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ATTACHMENT I

IMPLEMENTATION AND TRAINING SERVICES; SOFTWARE DEVELOPMENT SUPPORT SERVICES

These terms and conditions are referenced in and incorporated into the Agreement noted in this document. The maximum amount authorized to be paid under this Attachment I is **$1,269,038**.

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish ("Consulting Services") to UL Lafayette in connection with certain administrative software component systems that UL Lafayette has licensed from Contractor.

1.1 DISTRIBUTION OF SERVICES

Contractor will provide UL Lafayette with the following services installation; configuration; business process modeling; migration; testing; validation; technical and functional training; program management and quality assurance; Software Development Support Services; and other implementation services.

TABLE 1 – INFORMATION SERVICES TABLE: [1]

Description [2]	Service Amount	Service Rate [3]	Fee [4,5]
TIME AND MATERIALS SERVICES:			
Banner Post Implementation (Remote)	1350 person hours	$195 per person hour	$263,250
Banner Post Implementation (Onsite)	480 person-hours	$240 per person-hour	$115,200
Banner Document Management Post Implementation (Remote)	120 person hours	$195 per person hour	$23,400
Ellucian CRM Post Implementation (Remote)	420 person hours	$219 per person hour	$91,980
Ellucian CRM Post Implementation (Onsite)	160 person-hours	$264 per person-hour	$42,240
Degree Works Post Implementation (Remote)	229 person hours	$195 per person hour	$44,655
Degree Works Post Implementation (Onsite)	76 person-hours	$240 per person-hour	$18,240
Degree Works Scribing (Remote)	350 person hours	$125 per person hour	$43,750
Insights Premium Implementation (Remote)	82 person hours	$219 per person hour	$17,958
Ethos Post Implementation (Remote)	420 person hours	$195 per person hour	$81,900
Project Management (Remote)	767 person hours	$195 per person hour	$149,565
Project Management (Onsite)	192 person hours	$240 per person hour	$46,080
		TOTAL INFORMATION SERVICES FEES:	**$938,218**

Notes to Table 1:

1 The pricing contained in this Attachment I is valid only if the Execution Date of the Agreement to which this is attached occurs on or before April 28, 2023.

2 For a description of the services to be provided, see the Statement of Work specified in Attachment II. All services listed in this Table 1 are "Time and Materials Services" (may also be referred to as "Hourly Services").

3 These services will be delivered using a combination of "Onsite" services rates and "Remote" services rates. The "Onsite" services rate(s) set forth in Table 1 above includes travel and living expenses anticipated to be incurred by Contractor during the performance of these services (meaning that such expenses will not be separately reimbursable by UL Lafayette to Contractor). The "Remote" services rate(s) set forth in Table 1 above are with respect to services performed remotely and, therefore, do not require travel on the part of Contractor's resources. The hourly rates specified in Table 1 above will be held in place for services (Onsite and Remote) rendered on this implementation project for a period beginning on the Execution Date and ending April 30, 2028. The Remote services rate will apply in all instances except when the Contractor personnel are deemed to be providing "Onsite" services. In this regard, Contractor personnel will be deemed to be on "Onsite" status,

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and accordingly, will be billed at the applicable Onsite services rate, in any instance in which the Contractor personnel in question are rendering services to UL Lafayette at a location other than the primary place of work for reporting purposes. The Contractor personnel rendering Onsite services will bill for preparation time and follow-up time at the Onsite services rate. Notwithstanding anything to the contrary otherwise contained in this Agreement, UL Lafayette will not additionally have to reimburse Contractor for travel and living expenses incurred by Contractor personnel when such personnel are providing services at the Onsite services rate.

4 UL Lafayette is advised that, without limitation, Contractor personnel rendering Time and Materials Services bill for preparation time, and follow-up time. Where a number of hours is specified in Table 1 with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Contractor at the time of execution of this Agreement; and is not a guarantee that the number of person-hours specified in the table above will be sufficient and necessary to complete the activities and deliverables described above. The total amount that UL Lafayette will pay for these Time and Materials Services (i.e., the "TOTAL TIME AND MATERIALS SERVICES FEE") will vary based on the actual number of hours of services required to complete the services but in no event shall such fee exceed the maximum amount of **$938,218**, without a formal amendment to this Agreement.

5 During the Term of the Agreement, Client may submit a written request to Ellucian for a reallocation of hours for certain Time and Materials Services identified in Table 1 (a "Change Request"). Upon receipt of a Change Request from Client, Ellucian will determine if the Change Request consists of no more than a minor change which would not affect the maximum amount for Time and Materials Services due under this Agreement (because, for example, on balance the change does not result in a net increase in the agreed-upon work effort). Thereafter, Ellucian will provide Client with written notification of such reallocation of hours within ten (10) business days after receipt from Client of a Change Request. For the avoidance of doubt, if Client requests a change to the Time and Materials Services that would increase (or reduce) the maximum amount due under this Agreement, the parties will negotiate an amendment or modification to this Agreement.

TABLE 2 – SOFTWARE DEVELOPMENT SUPPORT SERVICES TABLE:

Description [1]	**Service Rate**	**Fees for Support Term from May 1, 2023 through April 30, 2026**
Active Directory Account Provisioning Integration for Banner Enterprise Identity Service (One (1) Year Term of Software Development Support)	Fixed Fee	$12,382
Payment Works Integration with Banner (One (1) Year Term of Software Development Support)	Fixed Fee	$3,308
Web Time Entry (One (1) Year Term of Software Development Support)	Fixed Fee	$89,250
TOTAL SOFTWARE DEVELOPMENT SUPPORT SERVICES FEE (Support Term Year 1):		**$104,939**
TOTAL SOFTWARE DEVELOPMENT SUPPORT SERVICES FEE (Support Term Year 2):		**$110,186**
TOTAL SOFTWARE DEVELOPMENT SUPPORT SERVICES FEE (Support Term Year 3):		**$115,695**

Notes to Table 2:

1 For the Total Software Development Support Services Fees identified above, Ellucian will, during the Support Term defined in Table 2, provide UL Lafayette with Software Development Support Services as further described in Attachment II. Ellucian retains all rights, including, without limitation, ownership to all software solutions developed and supported hereunder; UL Lafayette will have a license to use such solutions, as identified in Table 2 and other solutions as and when developed and delivered, under the terms and conditions of this Agreement. Although fees for the Software Development Support Services are paid annually and in arrears, cancellation or decommission of an individual solution by UL Lafayette during the Support Term will not reduce the fixed fee payable for the remainder of the Support Term unless specifically agreed to, in writing, by Ellucian at the time of the cancellation.

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1.1 CONCISE DESCRIPTION OF SERVICES

Contractor will provide Consulting Services for certain administrative software component systems that the UL Lafayette has licensed from Contractor.

2.0 STATEMENT OF WORK: COMPLETE DESCRIPTION OF SERVICES / TASKS

Contractor will perform Consulting Services according to the terms of the Agreement and the Statement of Work specified in Attachment II.

3.0 TERM OF SERVICES

The Consulting Services identified in Table 1 shall be provided pursuant to this Agreement beginning on or about May 1, 2023 and shall end April 30, 2026. The Software Development Support Services identified in Table 2 shall be provided pursuant to this Agreement beginning on May 1, 2023 and ending on April 30, 2026.

4.0 PROJECT ASSUMPTIONS

- Contractor will provide support to the UL Lafayette implementation project teams in configuring the Baseline Licensed Software.
- The Baseline Licensed Software will be installed in a single instance at a single Contractor hosted location in the Continental United States.
- UL Lafayette and Contractor will use a single system during the implementation that can be accessed by the UL Lafayette team members. The single system will have multiple instances (i.e., SEED, development, test, training and production).
- UL Lafayette will work with Contractor to support the project pre-planning and business process activities to establish the plan, procedures, and understanding under which the parties will work.
- The UL Lafayette process teams will make timely policy decisions that govern the implementation of the Baseline Licensed Software. When the UL Lafayette work teams or project teams determine the need for change, these issues will be escalated in a timely manner to the UL Lafayette process team.
- The UL Lafayette current legacy systems will be “frozen” with no new modifications or upgrades performed with the exception of regulatory upgrades during the implementation of, and migration to, the Baseline Licensed Software.
- UL Lafayette will provide a project director to serve as the primary contact to work directly with the Contractor Project Manager(s). The UL Lafayette Project Manager will assist and coordinate most activities related to this engagement, such as meetings, interviews, and review of deliverables (if any), and also will direct the work efforts of the UL Lafayette personnel.
- UL Lafayette will establish teams of appropriate key staff to form the “expert teams” in the key areas of the implementation project. These expert teams are expected to participate in the business process activities and to be the decision makers to define their areas.
- The UL Lafayette expert teams are expected to participate in all training and consulting sessions, to review existing policies and procedures and begin developing new procedures as appropriate, and to review the information contained in the training documentation and the supplied training materials so that each member

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of the implementation team understands the functionality of the module being presented. These teams must complete all validation, rule, and process development required for production system operations in their respective areas of specialization.

- UL Lafayette will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of Contractor's services.

- UL Lafayette will provide remote access to the UL Lafayette technical environment and administrative systems and information in relation to the performance of Contractor's services (including via Securelink, where required by Contractor); specifically, an operational and accessible version of the Banner Baseline Licensed Software and appropriate security access and accounts for Contractor staff and each session participant. The UL Lafayette's Project Manager will work directly with the Contractor personnel to facilitate and coordinate such access.

- UL Lafayette will provide Contractor personnel with access to procedure documents, published strategy and tactical documents, process requirement documents, and any other needed documents as reasonably required by Contractor in the course of providing services.

- UL Lafayette will cooperate with and assist Contractor as agreed to allow Contractor to provide the services specified in the Statement of Work (Attachment II).

- Training provided by Contractor will be provided at one (1) central location designated by UL Lafayette or remotely as agreed to by both parties. The number, size, and duration of the training sessions for a particular subject area shall be based upon Contractor's practices and policies and will be specified in the project plan or other relevant project document(s). Further, and solely with regard to training that is within the context and scope of the implementation services described in Table 1 of this Attachment I (and not, for example, the services described herein or any other training that is offered or provided by Contractor on a separately chargeable "per-seat," or "per-participant" basis), UL Lafayette may, at its sole cost and expense, create a video and/or audio recording of the training (the "Recording") solely for UL Lafayette's own internal use on its campus for the sole and exclusive purpose of delivering training content most efficiently to its employees during the Term of the Agreement; provided in all cases that: (i) UL Lafayette agrees and acknowledges that the Recording (including the Recording content, any related materials and the manner in which the Recording is conducted) is considered Contractor Confidential Information and will be protected by UL Lafayette in accordance with Article VI of this Agreement; (ii) UL Lafayette agrees and acknowledges that the Recording is the sole and exclusive property of Contractor, and constitutes copyrighted work of the Contractor, and is a Contractor trade secret; (ii) UL Lafayette agrees and acknowledges that it will, upon Contractor's request, add any proprietary rights legend to materials disclosing or embodying the Recording; and (iv) UL Lafayette agrees and acknowledges that it is not permitted to display or otherwise make the Recording available to any person or entity other than to UL Lafayette's own employees with a genuine need to know for the purposes of such employee's participation in the implementation project or otherwise for such employee's job duties and responsibilities, and such employees are notified of, and are bound by, the confidentiality and non-disclosure terms and conditions applicable to UL Lafayette as set forth herein.

- Contractor and UL Lafayette are jointly responsible for development of departmental or "end user" training plans. UL Lafayette is responsible for the delivery of training to these users.

- UL Lafayette will provide each participant in the Contractor training sessions with reference copies of the Contractor-provided training materials.

- UL Lafayette will provide appropriate training facilities, with such training facilities to include dedicated workstations for training participants, overhead projection capabilities for instructional purposes, dedicated printer capabilities, and other training requirements as may be defined and agreed between both parties.

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Training and consulting will be provided at one central location to be determined by UL Lafayette and Contractor.

- Contractor will provide comprehensive knowledge transfer to the UL Lafayette Core Project Team of methods, processes, architecture, and all related information that UL Lafayette needs to adequately exercise its responsibilities for support of the solutions implemented under this Attachment.

- UL Lafayette will limit training and consulting to no more than 15-20 participants per class.

- Contractor and UL Lafayette will develop all UL Lafayette test plans and scenarios and complete the performance of these test plans within project guidelines and timing, including "production-ready" testing.

- UL Lafayette is responsible for development or acquisition, from a third party vendor, of all required paper forms, such as bills, statements, and letterhead.

- UL Lafayette, with support from Contractor, is responsible for all specification, identification, programming, and validation of information pertaining to the conversion or migration of historic or legacy data from its current systems. In addition, except as otherwise provided herein, UL Lafayette is responsible for all cleansing of data.

- Contractor is responsible for the actual conversion or migration of legacy data into the newly licensed Baseline Licensed Software.

- Contractor will not be responsible for the operation of or integration/interfacing to, any third party product other than third-party Licensed Software licensed to the UL Lafayette by Contractor. With respect to any such third-party Licensed Software licensed by Contractor to the UL Lafayette, any warranties in connection therewith will be provided under the terms of the definitive license agreement to be entered into between Contractor and UL Lafayette.

- The coding of interfaces beyond those identified in the Statement of Work will be the responsibility of the UL Lafayette technical staff following interface training conducted by Contractor. Should UL Lafayette require further interface development during the term of the Agreement, UL Lafayette may request additional services from Contractor to write specifications and perform the development effort, at an additional time-and-materials fee to be determined by Contractor's then-current rates, or as otherwise negotiated and agreed upon between the parties.

- The UL Lafayette services will start on or about May 1, 2023 (see Section 3.0 above).

- The overall UL Lafayette project timeline is estimated to last no more than thirty-six (36) months. Except as set forth below, if time and materials-based services are scheduled beyond the period specified in Table 1 above for which the hourly rate is held, the hourly rate will have to be adjusted to reflect Contractor's services price escalation.

- It is expected that both UL Lafayette and Contractor will exert diligent efforts to abide by the targeted activity or project plan timelines for tasks to be performed by each of the parties hereunder. If in the event UL Lafayette cannot meet its project obligations or otherwise fails to provide the needed cooperation or assistance required by Contractor and such failure, in either case, causes Contractor to be unable to meet its obligations under this proposal (as updated) and the project plan, Contractor and UL Lafayette will jointly develop a corrective action plan to either address the issues causing the delay or to mutually agree to revise the affected project plan timelines. Additional services required by Contractor will result in additional charges to UL Lafayette. NOTE: Completion of the deliverables as specified in the Statement of Work shall not result in additional charges to UL Lafayette unless their delivery is delayed as a result of UL Lafayette not meeting its obligations. If Contractor cannot meet its project obligations or otherwise fails to provide the needed

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cooperation or assistance required and such failure, in either case, causes UL Lafayette to be unable to meet its obligations under this Statement of Work and the project plan, Contractor and UL Lafayette will jointly develop a corrective action plan to either address the issues causing the delay or to mutually agree to revise the affected project plan timelines. In this case, additional services required by Contractor will not result in additional charges to UL Lafayette.

- UL Lafayette is advised that Contractor personnel rendering services bill for preparation time and follow-up time.

5.0 COMPENSATION

The maximum amount authorized to be paid under this Attachment I is **$1,269,038** (which may be increased only upon execution by both parties of a written agreement modifying or extending the terms hereof in accordance with Section 9.10). The Contractor and UL Lafayette will develop and approve the project plan in writing prior to undertaking their respective performance obligations under the document/plan in question. Once the project plan in question has been agreed upon by Contractor and UL Lafayette in writing, any changes to the document/plan will require written approval of both parties. Neither party will unreasonably withhold nor delay any approval required under this provision and each will work together in good faith to attempt to resolve any disagreements in this regard.

The document/plan will outline when the tasks or deliverables will be delivered. All Contractor Time and Material Services as identified in Table 1, will be scheduled and delivered pursuant to the document/plan. It is understood that the deliverable for all Time and Material Services is the hour of time actually rendered.
Contractor will submit detailed invoices to UL Lafayette to include information such as Contractor personnel performing the service, the service rendered to include billable hours and/or identified project plan tasks.

Contractor will invoice UL Lafayette for the Time and Materials Services identified in Table 1, and applicable associated charges, on a monthly basis in arrears as scheduled and delivered pursuant to the document/plan. Payments for Time and Materials Services will be made monthly and are predicated upon satisfactory completion of services as reasonably determined by UL Lafayette and upon receipt from Contractor of an invoice for services rendered.

Software Development Support Services fees identified in Table 2 are calculated under the presumption that the Software Development Support Services shall be delivered remotely by Ellucian such that the parties do not anticipate incidental onsite support services or travel & living expenses, which might otherwise be incurred by Ellucian personnel in the performance of those Software Development Support Services. Payment for Software Development Support Services fees will be made on an annual basis in arrears, with payment of the Total Support Services Fee for the Support Year from May 1, 2023 to April 30, 2024 due on April 1, 2024. UL Lafayette shall pay each invoice to Ellucian by not later than thirty (30) days from the date of invoice. Requests for any additional Support Services beyond those set forth herein will be provided at Ellucian's then current rate under separate written amendment that is signed by both parties.

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ATTACHMENT II

STATEMENT OF WORK

General Consulting for Functional Areas Scope of Service

This general consulting service for Banner functional areas and extended Ellucian solutions and services is intended to provide the client with the ability to set aside hours to be used as negotiated at the time of need. Clients can use this consulting scope to plan ahead to keep their functional areas up-to-date over time. The types of services that can be provided are as follows:

- Training for new functionality and enhancements
- Keep up-to-date with regulatory releases
- Provide training if staff turnover occurs
- Refresher training for existing staff
- Troubleshooting/resolving issues as they arise
- Training and consulting to support optimization of ERP and other solutions
- Advising and brainstorming with subject matter experts

When the Client chooses to schedule these services, a billable organizational conference call will be conducted to define the engagement, define the expectations, whether the engagement will take place remotely or onsite and the expected deliverables. All services will be delivered on a time and materials basis.

The expected service hours are defined in general terms below. The Client will schedule the services as they are needed.

Service Description

Functional Area	Engagement Description
Banner Student	Consulting on baseline functionality
Banner Financial Aid	Consulting on baseline functionality
Banner Finance	Consulting on baseline functionality
Banner Human Resources	Consulting on baseline functionality
Degree Works Services	Consulting on baseline functionality
Degree Works Scribing	Consulting on baseline functionality
CRM Recruit	Consulting on baseline functionality
CRM Advance	Consulting on baseline functionality
Ethos Services	Consulting on baseline functionality
Banner Document Management	Consulting on baseline functionality
Project Management	Based on hours above

Service Assumptions

- Baseline functionality

Client Responsibilities:

- Non-production environment for consultants to work in with Client staff.
- Client staff available for Ellucian Consultants

Out of Scope:

- Non-standard services

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Ellucian Insights Premium Implementation - Description of Services

Overview

Ellucian's training services for Ellucian Insights have been constructed to aid attendees in the development of skills pertinent to their role and responsibilities. During the Insights training services, attendees will:

- Be introduced to the features and capabilities of Insights;
- Review Administration, population, and configuration of the Insights Environment; and
- Receive hands-on training building reports in the Ellucian Insights Embedded Reporting Tool.

High-level Tasks and Deliverables for Ellucian Insights Premium Implementation

Engagement	High Level Tasks	Deliverables
Configuration	Ellucian will configure Ellucian Insights Administration.	• 1 configured production and 1 non-prod environment
Source System Data Load and Content Review – Ellucian ERP	Ellucian will load data and review the delivered content for the Ellucian ERP Source System.	
Source System Data Load and Content Review – Degree Works	Ellucian will load data and review the delivered content for the Degree Works Source System.	
Ellucian Insights Embedded Reporting Tool	Ellucian will provide basic training on Ellucian Insights Embedded Reporting Tool and review delivered content.	
Reporting Tool Integration	Ellucian will assist with connecting one Client reporting tool to Ellucian Insights.	

Service Assumptions for Ellucian Insights Premium Implementation

- Ellucian Experience has been configured and is functional in both non-production and production.

Client Responsibilities for Ellucian Insights Premium Implementation

- Confirm access credentials to source system.

Out of Scope for Ellucian Insights Premium Implementation

Includes but is not limited to:

- Training on Client reporting tool;
- Extending Data Models or Custom Transformations;
- Report Development;
- Data Lineage and Data Definitions;
- Security and User Set-Up;
- Provisioning of Insights Environment;
- Non Ellucian Data Sources;
- Data Model Training; and
- Advanced training in Embedded Reporting Tool.

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ATTACHMENT III

Software Development Support Services – Additional Terms, Conditions, and Obligations

Additional Defined Terms

"Customization" means any Ellucian-developed changes to and/or creations of Source Code and/or Object Code and/or Data in compliance with a Software Development Functional Specification therefore, but without any other change whatsoever.

"Software Development Functional Specification" means that detailed specification that Client and Ellucian will agree upon in each instance for a software development project, and from which Software Development Functional Specification Ellucian will generate the Source Code and/or Object Code and/or Data for such Customization.

"Customization Defect" means, in each instance, a material deviation between a Customization and its Software Development Functional Specification, for which Customization Defect Client has given Ellucian enough information for Ellucian to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which Ellucian created the Customization and which computer configuration is under Ellucian's control.

"Integration" means any Ellucian-developed integration composed of one or several components including (but not limited to) Source Code and/or Object Code and/or Data and/or Adapters/Connectors/Web Services/Application Programming Interfaces (APIs) in compliance with an Integration Specification therefore, but without any other change whatsoever. Without limiting the foregoing, for purposes of this Amendment, "Integration" means, in each instance only the (specific Integration description), as herein defined which are developed pursuant to the Integration Services set forth in this Work Order.

"Integration Defect" means, in each instance, a material deviation (as herein defined) between an Integration and its Software Development Functional Specification, for which Integration Defect Client has given Ellucian enough information for Ellucian to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which Ellucian created the Integration and which computer configuration is under Ellucian's control.

"Support" means providing Client with avoidance procedures for or corrections of Defects found during production use of the solution, as well as those that are reasonably necessitated by any subsequent general release version of the applicable Banner Baseline Component System for which the solution in question was created by Ellucian; however, Ellucian shall have no obligation to re-architect the solution to address: (a) changes in the specifications, structure or architecture of the solution in question; (b) in light of any new features, functions or developments that may be available as part of the subsequent general release version of the applicable Baseline Component System; or (c) changes in the underlying technology or architecture of the Baseline application to which the solution relates. Further, Software Development Support Services shall not include retrofitting any solution for use with any Component System to be released by Ellucian other than the Ellucian Banner Baseline Component System for which such solution was created. Still further, Software Development Support Services does not include the creation of any integration and/or interfacing capabilities between the Baseline Component System for which the solution was created, and any other system. Any of the above conditions may require the payment of additional fees.

Support Services

a) For the fees payable under Table 2 of Attachment I of this Agreement, and for each deliverable identified therein, Ellucian will provide Client with Software Development Support services during the applicable Support Term.

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b) For each Baseline Component System for which a deliverable identified in the Support Table below was created, Client will provide Ellucian with an estimated production schedule (which will be target dates only) as to when Client expects to implement a new release of the Baseline Component System for which such deliverable was originally created. Client will request Software Development Support services to a release, a maximum of one (1) per Support Term, of the Ellucian Banner Baseline Component System ninety (90) days prior to Client's required delivery dates but no sooner than the Ellucian expected release dates. However, any requests for additional Software Development Support services or upgrades can be provided on a time and materials basis at a rate equal to Ellucian's then-current list price rate.

Ellucian Obligations

The Software Development Support services will be comprised of:

- Software Development Services Leader – Ellucian will identify a leader who will serve as Client's primary contact with Ellucian for the purposes of these Software Development Support services

- Analysis, Design, and Coding – Ellucian will maintain/upgrade the solution with the development standards used in the Baseline application to which the solution relates.

- Unit and Integration Testing – Ellucian will unit test and integration test the solution.

- Delivery – Ellucian will provide all the required delivery objects for the solution installation.

- Documentation – Ellucian will provide documentation for the solution in the form of:

    - Functional Specification
    - Technical Design Notes, as applicable

Client Obligations

Client will provide:

- Project leader – Client will provide a contact that will work directly with the Ellucian Project Manager to assist and coordinate Support resource-related needs, such as meetings, Client testing, and acceptance.

- User acceptance testing for Software Development Support – Client will conduct user acceptance testing of the Software Development Support provision. Client will have thirty (30) days from delivery by Ellucian of the Support provision to perform acceptance testing and verify that the upgraded functionality continues to meet the requirements outlined in the functional specification (the "Acceptance Period"). Testing will be performed using a previously provided User Acceptance Test Plan. Client shall notify Ellucian in writing within the Acceptance Period of any non-compliance ("acceptance testing issue") of the Support provision from its applicable software specification and user acceptance test plan and shall document such acceptance testing issue in reasonable detail (the "Failure Notice"). If Client fails to provide a Failure Notice to Ellucian prior to the expiration of the Acceptance Period, the Support provision will be deemed accepted by Client. If Client documents an acceptance testing issue, Ellucian will use commercially reasonable efforts to correct the issue and re-deliver the corrected Support provision. Client shall then have an additional fifteen (15) days from Ellucian's re-delivery to perform acceptance testing in accordance with the procedure described above. Acceptance of the Support provision will be deemed to have occurred if and when Client does not so advise Ellucian of continued non-compliance within the new fifteen (15) day testing period.

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Support Table

Deliverable [1,2]
Active Directory Account Provisioning Integration for Banner Enterprise Identity Service
Payment Works Integration with Banner
Web Time Entry

Notes to Support Table:

[1] Onsite support services in addition to travel and living expenses are additional. Client is advised that, without limitation, Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time.

[2] The associated Support Fees have been listed within Table 2 of Attachment I. The fees stated in that Table 2 cover only the Support Term defined therein.



Office of State Procurement
PROACT Contract Certification of Approval

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 4400027252 (1)
Vendor: Ellucian Company LP
Description: Ellucian/Amd1-Add $11,880 for Insights Premium ERP Implementation
Approved By: Pamela Rice
Approval Date: 10/09/2023

Your amendment that was submitted to OSP has been approved.

DocuSign Envelope ID: 315F7B18-365A-440A-9AA8-83642C780F7F

Contract # C002127
Purchase Order # P2302561

AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT

THIS AMENDMENT #1 TO CONSULTING SERVICES AGREEMENT ("Amendment") is made by and between **UNIVERSITY OF LOUISIANA AT LAFAYETTE** ("Client") and **ELLUCIAN COMPANY L.P.** ("Ellucian").

Recitals

WHEREAS, Client and Ellucian entered into a Consulting Services Agreement with an Execution Date of April 26, 2023 ("Agreement") as subsequently amended, which is presently scheduled to expire on April 30, 2026; and

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to add certain new fixed fee services for implementation of Ellucian Insights Premium Cloud Software as identified herein; and

WHEREAS, this Amendment will increase the maximum amount to be paid under the Agreement by **$11,880**.

Amendment

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. Effective on the Execution Date of this Amendment #1, the Agreement is hereby amended to add the following Table 3 – Fixed Fee Services Table:

Table 3 – FIXED FEE SERVICES TABLE:

FIXED FEE PROFESSIONAL SERVICES			
Description [1]	**Hours**	**Rates**	**Fee**
Insights Premium ERP Implementation [2]	Fixed Fee	Fixed Fee	$11,880
TOTAL FIXED FEE PROFESSIONAL SERVICES FEE			**$11,880**

Notes to Table 3:

[1] The Statement of Work applicable to the fixed fee services for implementation of Ellucian Insights Premium Cloud Software to be provided under this Amendment #1 is attached hereto as Attachment A.

[2] Conditioned upon an Execution Date on or before October 31, 2023, Ellucian will issue a one-time credit in the amount of $11,880 to be applied to Client's account for use towards the Insights Premium ERP Implementation fixed fee service. For the avoidance of doubt, the one-time credit issued under this Amendment may only be applied to the fixed fee described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

2. The addition of Table 3 changes the Maximum Compensation payable under the Agreement by an increase of $11,880 due to the addition of the fixed fee services identified above for implementation of Ellucian Insights Premium Cloud Software.

3. This Amendment #1, together with the Agreement (as previously amended in writing), supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

4. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

5. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement and this Amendment (including any prior amendments thereto), the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 with an Execution Date as specified below.

Contract # C002127
Purchase Order # P2302561

ELLUCIAN COMPANY L.P.		**UNIVERSITY OF LOUISIANA AT LAFAYETTE**	
By:	DocuSigned by: Dawn Brajkovich F19A6B466D7C4D4...	**By:**	DS CDT DocuSigned by: 044202585435498...
	Authorized Signature		*Authorized Signature*
Name:	Dawn Brajkovich	**Name:**	Jerry Luke LeBlanc
	Printed		*Printed*
Title:	Sr.Director, Accounting Revenue Operations	**Title:**	Vice President for Administration and Finance
	Printed		*Printed*
Date:	9/26/2023	**Date:**	9/26/2023

The last date of signature above is the "Execution Date" of this Amendment.

DocuSign Envelope ID: 315F7B18-365A-440A-9AA8-83642C780F7F

Ellucian Insights Premium Implementation - Description of Services

Overview

Ellucian's training services for Ellucian Insights have been constructed to aid attendees in the development of skills pertinent to their role and responsibilities. During the Insights training services, attendees will:

- Be introduced to the features and capabilities of Insights;
- Review Administration, population, and configuration of the Insights Environment; and
- Receive hands-on training building reports in the Ellucian Insights Embedded Reporting Tool.

High-level Tasks and Deliverables for Ellucian Insights Premium Implementation

• Engagement	• High Level Tasks	• Deliverables
Configuration	Ellucian will configure Ellucian Insights Administration.	1 configured production and 1 non-prod environment
Source System Data Load and Content Review – Banner	Ellucian will load data and review the delivered content for the Ellucian Banner Source System.	
Source System Data Load and Content Review – Degree Works	Ellucian will load data and review the delivered content for the Degree Works Source System.	
Ellucian Insights Embedded Reporting Tool	Ellucian will provide basic training on Ellucian Insights Embedded Reporting Tool and review delivered content.	
Reporting Tool Integration	Ellucian will assist with connecting one Client reporting tool to Ellucian Insights.	

Service Assumptions for Ellucian Insights Premium Implementation

Ellucian Experience has been configured and is functional in both non-production and production.

Client Responsibilities for Ellucian Insights Premium Implementation

Confirm access credentials to source system.

Out of Scope for Ellucian Insights Premium Implementation

Includes but is not limited to:

- Training on Client reporting tool;
- Extending Data Models or Custom Transformations;
- Report Development;
- Data Lineage and Data Definitions;
- Security and User Set-Up;
- Provisioning of Insights Environment;
- Non Ellucian Data Sources;
- Data Model Training; and
- Advanced training in Embedded Reporting Tool.

Office of State Procurement
PROACT Contract Certification of Approval

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 4400027252 (2)
Vendor: Ellucian Company LP
Description: Ellucian - terminate ADAP service fees to Ethos User Provisioning swap
Approved By: Jeff Folse
Approval Date: 7/28/2025

Your amendment that was submitted to OSP has been approved.

Docusign Envelope ID: D23D3336-D0CE-4A0C-9259-D5FBCB9F3272

Contract # C002127
PO # P2302561
OSP Reference # 4400027252

AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT

THIS AMENDMENT #2 TO CONSULTING SERVICES AGREEMENT ("Amendment") is made by and between **UNIVERSITY OF LOUISIANA AT LAFAYETTE** ("Client") and **ELLUCIAN COMPANY LLC** ("Ellucian").

Recitals

WHEREAS, Client and Ellucian entered into a Consulting Services Agreement with an Execution Date of April 26, 2023 (the "Consulting Services Agreement"), the Term of which is presently scheduled to expire on April 30, 2026; and

WHEREAS, pursuant to Amendment #1 to Consulting Services Agreement dated September 26, 2023 ("Amendment #1"), Client acquired certain new fixed fee services for implementation of Ellucian Insights Premium Cloud Software; and

WHEREAS, the parties hereto desire to amend the Consulting Services Agreement on the terms herein stated in order to terminate the Active Directory Account Provisioning ("ADAP") Integration for Banner Enterprise Identity Service and in consideration of such termination allow Client to upgrade to the use of Ethos User Provisioning which will be licensed to Client under a separate written amendment between the parties;

WHEREAS, by mutual consent of both parties to the Consulting Services Agreement, the Contractor's name is changed from Ellucian Company L.P. ("Ellucian" or "Contractor") to Ellucian Company LLC ("Ellucian" or "Contractor"), whose legal address is 2003 Edmund Halley Drive, Suite 500, Reston, VA 20191, as per the official legal documentation attached.

Amendment

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. Following the Execution Date of this Amendment #2, the Consulting Services Agreement is hereby amended to reflect the following:

- Effective May 1, 2025, Client's obligation to pay Ellucian for the ADAP service fees will be terminated. Credits for any prepaid ADAP service fees that are applicable to any period of time from and after May 1, 2025, if any, shall be credited only against the subscription fees payable for Ethos User Provisioning.
- Client will have a continued right of use to the ADAP service for up to nine (9) months from May 1, 2025 (the "Transition Period"). Following the Transition Period, Client's right of use to the ADAP service is terminated.
- Contractor's name is changed from Ellucian Company L.P. ("Ellucian" or "Contractor") to Ellucian Company LLC ("Ellucian" or "Contractor"), whose legal address is 2003 Edmund Halley Drive, Suite 500, Reston, VA 20191, as per the official legal documentation attached.
- Replace 9.15 Changes in Writing clause in ARTICLE IX – GENERAL PROVISIONS to read as follows:

"9.15 Changes in Writing, Notices. This Agreement, including Attachments, may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective parties. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier to the following addresses (or to such other place as a party may subsequently designate for its receipt of notices pursuant to this Agreement):

UL Lafayette:
University of Louisiana at Lafayette
Attn: Purchasing
Martin Hall, Room 123
104 University Circle

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Lafayette, LA 70503

With a copy to:
University of Louisiana at Lafayette
Attn: Chief Information Officer
University of Louisiana at Lafayette
Stephens Hall, Room 119
201 East St. Mary Blvd.
Lafayette, LA 70503

Contractor:
Ellucian Company LLC
Legal Department
4 Country View Road
Malvern, PA 19355
FAX number (610) 578-7457"

- Add clause in ARTICLE IX – GENERAL PROVISIONS to read as follows:

"9.27 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

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

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

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

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

2. This Amendment #2, together with the Consulting Services Agreement (as previously amended in writing), supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Consulting Services Agreement.

3. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

4. Except as set forth above in this Amendment, the Consulting Services Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Consulting Services Agreement and this Amendment (including any prior amendments thereto), the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 with an Execution Date as specified below.

ELLUCIAN COMPANY LLC		**UNIVERSITY OF LOUISIANA AT LAFAYETTE**	
By:	DocuSigned by: Dawn Brajkovich F10A6B466D7C4D4...	**By:**	DS DS DocuSigned by: 8442025854354B6...
	Authorized Signature		*Authorized Signature*
Name:	Dawn Brajkovich	**Name:**	Jerry Luke LeBlanc
	Printed		*Printed*
Title:	Sr.Director, Accounting Revenue Operations	**Title:**	Vice President for Administration and Finar
	Printed		*Printed*
Date:	3/12/2025	**Date:**	3/13/2025

The last date of signature above is the "Execution Date" of this Amendment.

Docusign Envelope ID: D23D3336-D0CE-4A0C-9259-D5FBCB9F3272

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED PARTNERSHIP UNDER THE NAME OF "ELLUCIAN COMPANY L.P." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ELLUCIAN COMPANY L.P." TO "ELLUCIAN COMPANY LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2023, AT 11:17 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2023 AT 11:50 O'CLOCK P.M.





5017929 8100V
SR# 20234349143

Authentication: 204934684
Date: 12-28-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

Docusign Envelope ID: D23D3336-D0CE-4A0C-9259-D5FBCB9F3272

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ELLUCIAN COMPANY LLC" FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2023, AT 11:17 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2023 AT 11:50 O'CLOCK P.M.





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SR# 20234349143

Authentication: 204934684
Date: 12-28-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

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State of Delaware
Secretary of State
Division of Corporations
Delivered 11:14 PM 12/27/2023
FILED 11:17 PM 12/27/2023
SR 20234349143 - File Number 5017929

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED PARTNERSHIP TO A
DELAWARE LIMITED LIABILITY COMPANY
PURSUANT TO SECTION 18-214 OF
THE DELAWARE LIMITED LIABILITY COMPANY ACT

1. The jurisdiction where the limited partnership was first formed is Delaware and the date the limited partnership first formed is July 29, 2011.

2. The jurisdiction immediately prior to filing this Certificate is Delaware.

3. The name of the limited partnership immediately prior to filing this Certificate is Ellucian Company L.P.

4. The name of the limited liability company as set forth in the Certificate of Formation is Ellucian Company LLC.

5. This Certificate is effective on December 31, 2023 at 11:50 p.m. Eastern Time.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 27th day of December, A.D. 2023.

GENERAL PARTNER:

SOPHIA PURCHASER COMPANY GP, LLC

By: Sophia, L.P., its managing member

By: Sophia GP, LLC, its general partner

By: Sophia Holding II, L.P., its managing member

By: Sophia Holding II GP, LLC, its general partner

By: /s/ James Dever Bennett
Authorized Person

Name: James Dever Bennett
Print or Type

Docusign Envelope ID: D23D3336-D0CE-4A0C-9259-D5FBCB9F3272

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Ellucian Company LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is The Corporation Trust Company.

3. This Certificate is effective on December 31, 2023 at 11:50 p.m. Eastern Time.

By: /s/ James Dever Bennett
Authorized Person

Name: James Dever Bennett
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:14 PM 12/27/2023
FILED 11:17 PM 12/27/2023
SR 20234349143 - File Number 5017929

Docusign Envelope ID: D23D3336-D0CE-4A0C-9259-D5FBCB9F3272

ELLUCIAN FOUNDATION
2003 Edmund Halley Drive Reston, VA 20191

To the Office of the Secretary of State of Delaware

Ladies and Gentlemen:

Ellucian Foundation, a Delaware corporation, hereby consents to the use of the name Ellucian Company LLC by Ellucian Company L.P. in the State of Delaware.

Very truly yours,

/s/ Jennifer Welding
Name: Jennifer Welding
Title: Authorized Person

Docusign Envelope ID: D23D3336-D0CE-4A0C-9259-D5FBCB9F3272

ellucian

January, 2024

Greetings and Happy New Year to our US Ellucian customers, partners and vendors!

As of January 1, 2024, our US operating entity, formerly named “Ellucian Company, L.P.,” has been re-formed and renamed as “Ellucian Company LLC.” Our Federal tax identification number, or “FEIN,” does NOT change with this restructuring. That number remains 45-3767548. Ellucian Company’s employees, contracts, and ongoing rights and obligations also remain unchanged as a result of this restructuring.

What does change is that, as of January 1, 2024, we will be contracting under, sending invoices under and accepting payment under our revised name of “Ellucian Company LLC.” We recognize that you may have payables, receivables and contracts that our in-process under our old entity name, and we want to assure you that we will continue with “business as usual” until your systems and ours have logged the new entity name. In other words, there will be no interruption in our operations, and you do not need to make any changes to in-flight payments or contracts in connection with this change.

Thank you for your consideration. Should you have any questions, please contact us at ask.legal@ellucian.com, and we will respond to you as quickly as we can.

Sincerely,

Your Ellucian Team

2003 Edmund Halley Drive, Suite 500
Reston, Virginia 20191, USA
Toll Free: +1800.223.7036
www.ellucian.com

Docusign Envelope ID: D23D3336-D0CE-4A0C-9259-D5FBCB9F3272

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ELLUCIAN COMPANY LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2003 EDMUND HALLEY DRIVE, SUITE 500

Requester's name and address (optional)

6 City, state, and ZIP code

RESTON, VA 20191

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

4	5	–	3	7	6	7	5	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► Karen Vinh **Date** ► 1/03/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Agenda Item No. 4

Review and approval of Water Sector Commission recommendations, in accordance with the provisions of R.S. 39:100.56

LEGISLATURE OF LOUISIANA

Jerome "Zee" Zeringue
Co-Chairman

Mike Reese
Co-Chairman

Water Sector Commission

P.O. Box 44486 Baton Rouge, LA 70804-4486
Office: (225) 342-1964
Fax: (225) 387-8912

April 22, 2026

The Honorable Glen Womack, Chairman
Joint Legislative Committee on the Budget
P.O. Box 44294, Capital Station
Baton Rouge, Louisiana 70804

Chairman Womack:

Pursuant to R.S. 39:100.56, the Water Sector Commission is authorized to approve adjustments to grant awards due to an increase in project costs, not to exceed five percent of the total grant award for a project. Any such increase exceeding five percent requires approval of the Joint Legislative Committee on the Budget. The Water Sector Commission met on April 16, 2026, and voted to recommend the following increases:

(1) Tensas Water Distribution Association

Approval of additional $5,446,000 in Water Sector Program funds. The original grant amount of $10,000,000 was increased to $12,000,000. (Tensas has provided a $100,000 local match.) The revised amount would be increased to $17,546,000, a total increase of 75.46% of the original grant and 46.22% of the current award.

The Water Sector Commission requests approval of these recommendations by the Joint Legislative Committee on the Budget at the committee's next meeting.

Thank you for your consideration of this request.

Sincerely,

Mike Reese, Co-Chairman
MR/scs
cc: Water Sector Commission staff

Agenda Item No. 5

Review of contract extensions between Louisiana Economic Development between Zehnder Communications and Graham Group, in accordance with R.S. 39:1615(J)

Jeff Landry
Governor

LOUISIANA ECONOMIC DEVELOPMENT

Susan Bonnett Bourgeois
Secretary

March 25, 2026

Representative Jack McFarland
Chairman, Joint Legislative Committee on the Budget
P.O. Box 44294
Baton Rouge, Louisiana 70804

Re: Request to be added to April 2026 JLCB meeting

Dear Chairman McFarland:

In accordance with the provisions of R.S. 39:1615 (J) and the terms outlined in the RFP #252-22-023, Section 1.4, Terms of Contract (page 8), Louisiana Economic Development (LED) is seeking the approval of the Joint Legislative Committee on the Budget (JLCB) for the following contract increases and extensions:

1. Zehnder Communications – $1,000,000 increase – revised termination date of April 30, 2027.
2. Graham Group – $500,000 increase – revised termination date of April 30, 2027

Please accept this letter as LED's written request to be added to the upcoming agenda for the April meeting of the committee meeting, as we are seeking JLCB approval for both contract amendments. Supporting documentation includes:

- Executed contract extensions
- Exhibit A – RFP #252-22-023
- Exhibit B – Zehnder Communications – Contract #23149-APM
- Exhibit C – Zehnder Communications – Contract Extension 1 - #23149A-APM
- Exhibit D – Zehnder Communications – Contract Extension 2 - #23149B-APM
- Exhibit E – Graham Group – Contract #23150-APM
- Exhibit F – Graham Group – Contract Extension 1 - #23150A-APM
- Exhibit G – Graham Group – Contract Extension 2 - #23150B-APM
- Exhibit H – LED Procurement Code (LAC Title 34, Part XV)

Thank you for your consideration in this matter. Should you have any questions, please do not hesitate to contact me or Chris Stelly, Director of Legislative Affairs.

Sincerely,

Susan Bonnett Bourgeois

Susan Bonnett Bourgeois
Secretary
Louisiana Economic Development

Jeff Landry
Governor

LOUISIANA ECONOMIC DEVELOPMENT

Susan Bonnett Bourgeois
Secretary

March 25, 2026

Representative Jack McFarland
Chairman, Joint Legislative Committee on the Budget
P.O. Box 44294
Baton Rouge, Louisiana 70804

Re: Request to be added to April 2026 JLCB meeting

Dear Chairman McFarland:

In accordance with the provisions of R.S. 39:1615 (J) and the terms outlined in the RFP #252-22-023, Section 1.4, Terms of Contract (page 8), Louisiana Economic Development (LED) is seeking the approval of the Joint Legislative Committee on the Budget (JLCB) for the following contract increases and extensions:

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2. Graham Group – $500,000 increase – revised termination date of April 30, 2027

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- Exhibit C – Zehnder Communications – Contract Extension 1 - #23149A-APM
- Exhibit D – Zehnder Communications – Contract Extension 2 - #23149B-APM
- Exhibit E – Graham Group – Contract #23150-APM
- Exhibit F – Graham Group – Contract Extension 1 - #23150A-APM
- Exhibit G – Graham Group – Contract Extension 2 - #23150B-APM
- Exhibit H – LED Procurement Code (LAC Title 34, Part XV)

Thank you for your consideration in this matter. Should you have any questions, please do not hesitate to contact me or Chris Stelly, Director of Legislative Affairs.

Sincerely,

Susan Bonnett Bourgeois

Susan Bonnett Bourgeois
Secretary
Louisiana Economic Development

LOUISIANA ECONOMIC DEVELOPMENT
THIRD AMENDMENT TO
CONSULTING SERVICES AGREEMENT

This Third (3rd) Amendment to the Consulting Services Contract ("Contract") to be effective as of May 1, 2026 (effective date), has been made and entered into by and between:

LOUISIANA ECONOMIC DEVELOPMENT ("LED"), formerly known as the Louisiana Department of Economic Development, with offices at 100 North St, 9th Floor, Baton Rouge, LA 70802 and a mailing address of P. 0. Box 94185, Baton Rouge. LA. 70804-9185, herein represented by its duly authorized and undersigned officer; and

ZEHNDER COMMUNICATIONS, Inc. ("Contractor"), with offices at 365 Canal Street, Suite 480, New Orleans, LA 70130, appearing herein through its duly authorized and undersigned Officer/Representative.

(LED and Contractor are collectively referred to herein as "Parties", and each singularly is referred to herein as a "Party").

WHEREAS, the Parties entered into a Consulting Services Contract, dated May 1, 2023, for the Contractor to provide assistance to LED in the delivery of its economic development message with an original maximum fee amount of **$2,000,000** (TWO MILLION DOLLARS) and a termination date of April 30, 2024, awarded in association with Component 2 of LED RFP# 252-22-023;

WHEREAS, the Parties entered into a First Amendment to the Contract dated, May 1, 2024 , to extend the term for an additional year, with a revised termination date of April 30, 2025 and to increase the maximum fee amount to **$3,000,000** (THREE MILLION DOLLARS);

WHEREAS, the Parties entered into a Second Amendment to the Contract dated, May 1, 2025, to extend the term for an additional year, with a revised termination date of April 30, 2026 and to increase the maximum fee amount to **$3,500,000** (THREE MILLION FIVE HUNDRED THOUSAND DOLLARS); and

WHEREAS, the Parties now desire to enter into a Third Amendment to the Contract dated, May 1, 2026, to extend the term for an additional year, with a revised termination date of April 30, 2027 and to increase the maximum fee amount to **$4,500,000** (FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS); and

WHEREAS, in accordance with the TERM OF THE CONTRACT provision set forth on page 2 of the original contract, extension of this contract beyond a three year initial term requires prior approval by the Joint Legislative Committee on the Budget (JLCB), with extensions not to exceed a maximum term of five years.

THEREFORE, by mutual consent and agreement, **contingent upon JLCB approval,** and notwithstanding any other provisions to the contrary contained in the original Consulting Services

Agreement and previously amended Agreement, (any and all such contrary provisions being hereby modified so as to be consistent with this 3rd Amendment), the aforesaid Contract is hereby amended, as follows:

AMENDMENT 1:

TERM OF CONTRACT, appearing on Page 2 of the original Contract, as previously amended, is hereby again deleted, and the following new Section 1.0 is substituted in its place, to read as follows:

TERM OF CONTRACT

This Contract shall begin on May 1, 2023, and shall end on April 30, 2027. The State has the right to extend this Contract up to a total of thirty six months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four additional months at the same rates, terms and conditions of the initial contract term, not to exceed the CPI. Prior to the extension of the contract beyond the initial thirty-six months term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law, shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend the contract terms beyond the initial thirty six months term. The total contract term, with extensions, shall not exceed sixty months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill requirements of the contract.

AMENDMENT 2:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT, appearing on page 2 of the original Contract, as previously amended, is hereby again amended so that the total dollar amount of the Maximum Fee shown in this section is hereby again increased so as not to exceed the new total amount of **$4,500,000.00**.

WHEREAS, it is further understood and agreed that the language contained in this 3rd Amendment to the Consulting Services Agreement shall supersede any language, terms, provisions, and conditions to the contrary, contained in the original Consulting Services Agreement, prior Amended Agreement, and any attachments; unless modified herein, shall remain the same, unchanged and in full force and effect.

IN WITNESS WHEREOF, this Third Consulting Services Agreement has been electronically signed by the undersigned duly authorized representatives, for the uses, purposes, benefits and considerations herein expressed, on the date indicated below, to be effective as of the effective date first stated above, after a due reading of the whole document.

ZEHNDER COMMUNICATIONS, Inc.
("Contractor")

By: _____
Henry Chassaignac, CEO

Date: 03/23/2026

LOUISIANA ECONOMIC DEVELOPMENT ("LED")

By: _____
ANNE VILLA (Mar 23, 2026 19:12:15 CDT)
Anne G. Villa, Deputy Secretary/CFO

Date: 03/23/2026

LED Contract Monitor:

By: Monica Champagne
Monica Champagne (Mar 23, 2026 17:06:12 CDT)
Monica Craig-Champagne, Strategic Communications Project Manager

Date: 03/23/2026

LOUISIANA ECONOMIC DEVELOPMENT
THIRD AMENDMENT TO
CONSULTING SERVICES AGREEMENT

This Third (3rd) Amendment to the Consulting Services Contract ("Contract") to be effective as of May 1, 2026 (effective date), has been made and entered into by and between:

LOUISIANA ECONOMIC DEVELOPMENT ("LED"), formerly known as the Louisiana Department of Economic Development, with offices at 100 North St, 9th Floor, Baton Rouge, LA 70802 and a mailing address of P. 0. Box 94185, Baton Rouge. LA. 70804-9185, herein represented by its duly authorized and undersigned officer; and

THE GRAHAM GROUP ("Contractor"), with offices at2014 West Pinhook Road, Suite 210, Lafayette, LA 70508, appearing herein through its duly authorized and undersigned Officer/Representative.

(LED and Contractor are collectively referred to herein as "Parties", and each singularly is referred to herein as a "Party").

WHEREAS, the Parties entered into a Consulting Services Contract, dated May 1, 2023, for the Contractor to provide assistance to LED in the delivery of its economic development message with an original maximum fee amount of **$1,900,000** (ONE MILLION NINE HUNDRED DOLLARS) and a termination date of April 30, 2024, awarded in association with Component 3 of LED RFP# 252-22-023;

WHEREAS, the Parties entered into a First Amendment to the Contract dated, May 1, 2024 , to extend the term for an additional year, with a revised termination date of April 30, 2025 and to increase the maximum fee amount to **$2,800,000** (TWO MILLION EIGHT HUNDRED DOLLARS);

WHEREAS, the Parties entered into a Second Amendment to the Contract dated, May 1, 2025, to extend the term for an additional year, with a revised termination date of April 30, 2026; and

WHEREAS, the Parties now desire to enter into a Third Amendment to the Contract dated, May 1, 2026, to extend the term for an additional year, with a revised termination date of April 30, 2027 and to increase the maximum fee amount to **$3,300,000** (THREE MILLION THREE HUNDRED THOUSAND DOLLARS); and

WHEREAS, in accordance with the TERM OF THE CONTRACT provision set forth on page 2 of the original contract, extension of this contract beyond a three year initial term requires prior approval by the Joint Legislative Committee on the Budget (JLCB), with extensions not to exceed a maximum term of five years.

THEREFORE, by mutual consent and agreement, **contingent upon JLCB approval,** and notwithstanding any other provisions to the contrary contained in the original Consulting Services Agreement and previously amended Agreement, (any and all such contrary provisions being hereby

modified so as to be consistent with this 3rd Amendment), the aforesaid Contract is hereby amended, as follows:

AMENDMENT 1:

TERM OF CONTRACT, appearing on Page 2 of the original Contract, as previously amended, is hereby again deleted, and the following new clause is substituted in its place, to read as follows:

TERM OF CONTRACT

This Contract shall begin on May 1, 2023, and shall end on April 30, 2027. The State has the right to extend this Contract up to a total of thirty six months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four additional months at the same rates, terms and conditions of the initial contract term, not to exceed the CPI. Prior to the extension of the contract beyond the initial thirty-six months term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law, shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend the contract terms beyond the initial thirty six months term. The total contract term, with extensions, shall not exceed sixty months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill requirements of the contract.

AMENDMENT 2:

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT, appearing on page 2 of the original Contract, as previously amended, is hereby again amended so that the total dollar amount of the Maximum Fee shown in this section is hereby again increased so as not to exceed the new total amount of **$3,300,000.00**.

WHEREAS, it is further understood and agreed that the language contained in this 3rd Amendment to the Consulting Services Agreement shall supersede any language, terms, provisions, and conditions to the contrary, contained in the original Consulting Services Agreement, prior Amended Agreement, and any attachments; unless modified herein, shall remain the same, unchanged and in full force and effect.

IN WITNESS WHEREOF, this Third Consulting Services Agreement has been electronically signed by the undersigned duly authorized representatives, for the uses, purposes, benefits and considerations herein expressed, on the date indicated below, to be effective as of the effective date first stated above, after a due reading of the whole document.

The Graham Group ("Contractor")

By: George Graham
George Graham (Mar 23, 2026 17:03 31 CDT)

George Graham, CEO

Date: 03/23/2026

LOUISIANA ECONOMIC DEVELOPMENT ("LED")

By: Anne Villa
ANNE VILLA (Mar 23, 2026 19:13:13 CDT)

Anne G. Villa, Deputy Secretary/CFO

Date: 03/23/2026

LED Contract Monitor:

By: Monica Champagne
Monica Champagne (Mar 23, 2026 17:08 34 CDT)

Monica Craig-Champagne, Strategic Communications Project Manager

Date: 03/23/2026

EXHIBIT
tabbies
A

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

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

State of Louisiana
Department of Economic Development

Date of Issuance: Monday, May 16, 2022

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

1. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing, developing and executing a strategic marketing and communications program for the Louisiana Department of Economic Development, an Agency of the State of Louisiana, also called Louisiana Economic Development (LED). The objective of this RFP is to select the proposal(s) that are most advantageous to the State and LED. LED seeks the highest quality services (with emphasis on creativity, innovation, and speed of delivery) it can obtain with its available budgeted funds. Any failure to provide high quality services in a timely manner as requested by LED creates great risk of injury to the reputation of LED and disruption of its economic development efforts and will require significant time and effort of staff to overcome difficulties. Therefore, evaluation factors relating to quality of services are of the greatest importance.

Through this RFP, LED seeks to identify a single contractor, or multiple contractors, who will assist LED in achieving its objectives through the creation and execution of marketing initiatives and communication strategies. The work will be divided into four Components: 1) Strategic Development and Brand Identity; 2) Website and Digital Communication Tools; 3) Media Buying; and 4) Public Relations/External Communications.

The purpose of dividing the work into four (4) Components is to provide LED greater access to the most creative, innovative and efficient Proposers. It is understood that there will likely be overlap among the tasks that will fall within each Component.

The Components allow proposers the flexibility to submit a proposal in response to only a single Component or to submit individual proposals for each Component for which they wish to be considered. **A Proposer must submit separate individual proposals for each Component for which the Proposer seeks to be considered** such that, e.g., if one Proposer submits for all Components, that Proposer must submit four complete, separate proposals specifically tailored for each of the four Components.

1.2 Background

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

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

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

A Proposer must be capable (through its own staff or through specifically disclosed arrangements with third-party subcontractors) to perform the services requested for each Component for which it wishes to be considered. **Each Component will be reviewed, scored separately, and independently evaluated.** Multiple awards may be made.

It is understood that there will be overlap among tasks that will fall within each Component. The contracts will be non-exclusive, and LED reserves the right to otherwise provide or contract for any of these services via some other source and aware multiple contracts to one or more Proposers.

The amount allocated to any one Component or any one Contractor will be determined during contract negotiations, and each contract or contracts will reflect a maximum amount payable under each contract. However, all payments will be based on actual work performed and in accordance with the approval processes provided by contract.

1.3 Goals and Objectives

The Goals of this RFP are to obtain a Contractor or Contractors to provide assistance to LED in developing and executing a strategic marketing and communication program for LED, to help LED achieve its objectives through the creation and execution of marketing initiatives and communication strategies to provide the State greater access to the most creative, innovative and effective methods.

The Objectives of this RFP are to obtain a Contractor or Contractors to participate in a working relationship with LED, which will be a firm or firms that will cooperate and work with each other, as necessary, and LED staff to establish vision and goals for the promotion of the State's economic development program to provide support to the State in developing and executing a strategic marketing and communication program; and to provide a relationship whereby LED and the Contractor(s) will cooperate, work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message.

1.4 Terms of Contract

The terms of any contract resulting from this RFP shall begin on or about October 1, 2022, and is anticipated to end on September 30, 2025. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, LED may also exercise an option to extend for up to twenty-four (24) additional months with the

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

1.5 Definitions

Using Agency	The term "Using Agency" shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
Component	A portion of the work or services to be provided by the Contractor who is awarded a contract pursuant to this RFP. The four Components for this RFP are 1) Strategic Development and Brand Identity; 2) Website and Digital Communication Tools; 3) Media Buying; and 4) External Communications
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
LED	The Louisiana Department of Economic Development, also known as Louisiana Economic Development, the department seeking the contract resulting from this solicitation.
LED Websites	Collectively refers to websites produced and maintained for LED, LED FastStart and Louisiana Entertainment
May and Can	The terms "may" and "can" denote an advisory or permissible action.
Must	The term "must" denotes mandatory requirements.
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposals
Secretary	The Secretary of the Louisiana Department of Economic Development
Shall and Will	The terms "shall" and "will" denote mandatory requirements.
Should	The term "should" denotes a desirable action.
State	The term "State" shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
Task Order	A request made by LED for a specific task, service or project.

1.6 Schedule of Events

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

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

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

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

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

1.7.1 Electronic Proposal Submission

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

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

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

1.7.2 Hard Copy Proposal Submission

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

Proposer's expense to:

Christina Ocmand, RFP Coordinator, Louisiana Economic Development

For courier delivery, the street address is:
LaSalle Building,
11th Floor, Cubicle 11-76J
617 North 3rd Street
Baton Rouge, LA. 70802

For mailing, the mailing address is:
P.O. Box 94185
Baton Rouge, LA. 70804-94185

The Telephone Number is: (225) 342-4071 (direct) or (225) 342-3000 (receptionist)

The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered. **NOTE: HARD COPIES OF PROPOSAL MUST BE DELIVERED DURING OFFICE HOURS: 8:00 A.M. TO 4:30 P.M.**

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

- The Proposer shall be a strategic consulting firm with five or more years' experience in Component to which Proposer is responding. Components include: 1) Strategic Development, Brand Identity; 2) Website and Digital Communication Tools; 3) Media Buying; or 4) External Communications.

- Proposers (through its own staff or through specified arrangements with third-party subcontractors) shall demonstrate that staff proposed have the necessary experience and knowledge to successfully implement and perform the tasks and services listed below each Component, for each Component for which the proposer wishes to be considered, prior to the deadline for receipt of proposals.

- Proposers shall certify the staffing requirements and response time requirements as detailed below will be met, for each Component for which it wishes to be considered. Proposers should provide resumes for individual staffers reflecting experience with the relevant qualifications identified below.

- Proposers shall provide the following client and billing information:
    - Proposer's billings for each of the past four years. Indicate the geographic location (city/state/country) of the largest and smallest account each year.
    - List of all clients Proposer has worked with over the last two years.
    - List of all economic development clients Proposer has worked with over the last five years.

- Five client references: Include client's name, type of business/organization, physical address, contact person, contact person's title and telephone number, and type(s) of service provided.

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

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

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

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

Component 1: Strategic Development / Brand Identity

a. Strategic planning
b. Consumer research/testing
c. Creative development
d. Project management
e. Account service and management
f. Office/staffing - Provide key account personnel who are available for quick project turnaround, and for in-person/virtual meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person/virtual meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost.
g. Copywriting and Proofing
h. Accounting

Component 2: Website and Digital Communication Tools

a. Strategic planning
b. Creative development
c. Website development and management for LED Websites
d. Email marketing
e. Digital and social media communication tools development and management
f. Search Engine Optimization (SEO) planning and management, updating headlines, metadata descriptions, site address and extensions for a more prominent results in on- line searches
g. Project management
h. Account service and management
i. Copywriting and proofing
j. Accounting
k. Office/staffing – Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person/virtual meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost.
l. Support/response time - Provide 24-hours per day support, 7 days per week, 365 days per year, for LED Websites, including related databases, content management tools, portals, web applications and related systems, and digital communication tools. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical

response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

Component 3: Media Buying

a. Strategic planning
b. Target audience and medium analysis
c. Media buying – traditional and digital
d. Media tracking and invoice reconciliation
e. Account service and management
f. Accounting
g. Office/staffing - Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person/virtual meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media at Proposer's cost.

Component 4: Public Relations/External Communications

a. Strategic planning
b. Messaging architecture
c. Media response process and support
d. Media and influencer relationships
e. Press engagement and media pitching
f. Press conferences/tours
g. Media training
h. Crisis communication
i. Special event management
j. Account service and management
k. Accounting
l. Office/staffing - Provide key account personnel who are available for quick project turnaround, and for in-person meetings and senior-level decision making within one hour of LED request. To provide the immediate response time and in-person/virtual meetings required for the performance of these services, the Proposer must certify that it has or will establish an office based in Louisiana for the entire term of the contract, or certify that it can provide substantially the same services through telephone conferencing, video conferencing, and/or web-based media.

1.8.2 Desirable Qualifications

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- It is desirable that Proposers provide detailed information about the experience and qualifications of the Proposer's personnel considered key to the success of this project who are to be assigned to this project showing that they meet the following qualifications prior to the deadline for receipt of proposals.

The Proposer's team should include individuals with resumes that reflect significant experience as described in paragraph 1.8.2 above. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the following format and order of presentation described below.

1.9.1 Cover Letter

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

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include the following in the following order:

1. Proposer Contact Information
    a. Company Name
    b. Company Type
    c. Year of Establishment
    d. Physical Address (include addresses of additional locations)
    e. Web Address
    f. Contact Person
    g. Contact Person's Phone Number(s)
    h. Contact Person's Email Address
2. Description of company and company philosophy or mission.
3. Stipulation that the Proposal is valid for a time period of at least 90 calendar days after the Proposal Submission Deadline.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment E. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment E, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

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

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience with the agency as well as other Louisiana and out-of-state governmental entities and corporate entities of comparable size and diversity with references from previous clients including names and telephone numbers. **Proposer's past experience with the agency will be considered in the evaluation process, whether or not listed by the Proposer.**

1.9.5 Technical Proposal and Examples of Past Work

For all examples of past work, names and titles of team members who participated in the previous projects should be listed, indicating those team members that would be assigned to the LED account. At least half of all examples should have significant participation by/contributions of key personnel to be assigned to the LED account.

Component-specific Items:

<u>Component 1</u>: Strategic Development / Brand Identity

a. Samples (up to four) of what the Proposer considers to be its best integrated strategic plan for branding, advertising and all relevant components meeting a defined vision, mission, goal(s), and objective(s); include tactics that supported the plan and description of results and metrics used to track success of plan.
b. Diverse samples (up to four) of writing produced by the copywriter(s) who would be assigned to the LED account.

Component 2: Website and Digital Communication Tools

a. Samples (up to four) of what the Proposer considers to be its best integrated strategic plan to accomplish updates and/or improvements to interactive and digital communication tools. Including all relevant components meeting a defined vision, mission, goal(s), and objective(s); include description of results and metrics used to track success of plan.
b. Samples (up to four) of what the Proposer considers to be its best digital communication tool design or support (e.g., mobile app, tablet app, social media account, Blog, e-newsletter, e- blast). Objective or description required; description of metrics used to track success required.
c. Samples (up to four) of what the Proposer considers to be its best social media and email marketing campaigns. Objective or description required; description of metrics used to track success required.
d. Samples (up to four) of what the Proposer considers to be its best website development projects similar in scope to OpportunityLouisiana.com and LouisianaEntertainment.gov. Objective or description should be provided; description of metrics used to track success should be provided.

Component 3: Media Buying

a. Samples (up to four) of what the Proposer considers to be its best integrated media plan showcasing how it met a defined vision, mission, goal(s), and objective(s), including actual purchased media to support the plan and description of results and metrics used to track success of campaign required.
b. Samples (up to four) of what the Proposer considers to be its best documents for planning, tracking and reporting on results of integrated advertising buys.

Component 4: Public Relations/External Communications

a. Samples (up to four) of what the Proposer considers to be its best integrated strategic communications plan meeting a defined vision, mission, goal(s), and objective(s); include description of results and metrics used to track success of plan.
b. Diverse samples (up to three) of writing produced by the team who would be assigned to the LED account.

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

1.9.6 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

1. Provide proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
2. Describe and clearly define your strategic planning process to meet defined vision, mission, goal(s), and objective(s). Describe and clearly define all components of the

process, adjustments, ongoing updates, reporting on Key Performance Indicators and all other relevant information to support strategic planning methods and process.
3. Define how proposed staff would implement the strategic planning process with LED.
4. Define its functional approach in identifying the tasks necessary to meet requirements.
5. Describe the approach to Project Management and Quality Assurance, including software and programs utilized to support the implementation of projects.
6. Provide a form or sample Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

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

1.9.7 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience, tenure and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

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

Personnel and Achievements

1. Description of corporate structure and organization, including organization chart.
2. Names and titles of Proposer's personnel by function (creative, account service, management, production, media, accounting, administration, etc.).
3. Names and titles of key personnel to be assigned to work on any type of project for the LED account and brief professional background of each. Please note whether the individual is a full-time staff member of the organization or a freelancer/part-time/independent consultant. Please note percentage of time that each key personnel would be on the LED account.
   NOTE: LED has final approval of all personnel assigned to the LED account.
4. List of any relevant awards, recognitions and professional memberships.

1.9.8 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified

Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: https://smallbiz.louisianaeconomicdevelopment.com.

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor has any common ownership with the Proposer shall not be eligible for Hudson/Veterans points.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: http://www.legis.la.gov/Legis/Law.aspx?d=671504.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: http://www.legis.la.gov/Legis/Law.aspx?d=96265.

The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at: http://www.doa.la.gov/pages/osp/se/secv.aspx.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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/protal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm.

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

1.9.9 Cost Proposal

The Proposer shall provide the hourly rate or commission rate, as applicable for each Component, including but not limited to travel time and project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

The Proposer shall use the Cost Work Sheets, Attachment C, to propose costs for each Component the Proposer is proposing.

Cost Provisions Applicable to All Services:

1. Proposed rates will be inclusive of all work performed for services and related internal costs, including all overhead, costs of doing business, use of Contractor equipment and in-house resources. (No proposed charges above the hourly rate will be accepted.)
2. External costs will be reimbursable only when included in a Project Plan and approved by LED, and are included in the maximum amount payable under the contract. Reimbursable external costs may include: third-party contract services, acquisition of specialized equipment or supplies deemed necessary solely for the LED account, and other costs LED deems necessary to provide requested services. Contractor must make good-faith effort to obtain such services and goods at the lowest available cost for the quality required and on commercially reasonable terms favorable to LED, and shall invoice LED at cost without any markup.
3. Travel expenses which are allowed by State travel regulations will be reimbursed in accordance with State travel regulations as set forth in Louisiana Division of Administration Policy and Procedure Memorandum 49. Travel time and travel expenses incurred to and from LED's offices (in Baton Rouge) are not reimbursable.

Cost Information and Cost Proposal—all items under each component are mandatory and must be included in the proposal.

Component 1: Strategic Development / Brand Identity
Proposer's hourly rates for each of the following services:

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

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

Component 2: Website and Digital Communication Tools
Proposer's hourly rates for each of the following services:

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

a. Copywriter: Drafts headlines, blurbs, advertising copy, articles, technical copy, etc.
b. Proofreader: Carefully reads content and detects any errors in spelling, punctuation, grammar or layout (such as headlines, paragraphs, colors, placement, type, etc.)
c. Graphic Designer: Develops, implements and coordinates a wide variety of graphic artwork for public information and promotional materials
d. Graphic Design Supervisor: Coordinates, directs and evaluates graphic design personnel to ensure production and presentation support brand direction; understands graphic composition and presentation
e. Interactive Designer: Creates overall look and feel of interactive communication products using text, data, graphics, sound, animation and other digital/visual effects

f. Interactive Developer: Develops and implements code for interactive media; Uses multiple computer platforms and collaborates with design teams to maintain website and media presentation
g. Interactive Design Supervisor: Manages and supervises interactive communication projects in compliance with plans and strategy briefs
h. Account Services: Supports the client by coordinating projects and reporting all activity on the account
i. Account Manager: Establishes proactive relationships with clients and handles all major decisions related to a specific client; Is the main point of contact for all communication and works closely with clients to create plans, strategies, timelines, execute projects and maintain hours and budget reporting, etc.
j. Project Manager and Traffic: Plans, estimates and works with LED to ensure tasks are assigned and complete
k. Production Services: Manages and supervises general bids and estimates, press checks, production management, etc.
l. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems
m. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects

Component 3: Media Buying
Proposer's media commission rate that includes the below services.

a. Account Services: Supports the client by coordinating projects and reporting all activity on the account
b. Account Manager: Establishes proactive relationships with clients and handles all major decisions related to a specific client; Is the main point of contact for all communication and works closely with clients to create plans, strategies, timelines, execute projects and maintain hours and budget reporting, etc.
c. Accounting Services: Performs accounting and clerical functions to support supervisors; Researches, tracks, and resolves accounting problems
d. Administrative Services (Includes non-supervisory services, such as clerical, deliveries, etc.): Performs administrative support duties involving procedures, organization, planning, supplies and special projects

Component 4: Public Relations/External Communications
Proposer's hourly rates for each of the following services:

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

a. Copywriter: Drafts headlines, blurbs, advertising copy, articles, technical copy, etc.
b. Proofreader: Carefully reads content and detects any errors in spelling, punctuation, grammar or layout (such as headlines, paragraphs, colors, placement, type, etc.)
c. Media Liaison: supports all avenues with media relations including pitching stories, responding to inquiries, proactive management of strategic plan
d. Account Services: Supports the client by coordinating projects and reporting all activity on the account
e. Account Manager: Establishes proactive relationships with clients and handles all major decisions related to a specific client; Is the main point of contact for all

communication and works closely with clients to create plans, strategies, timelines, execute projects and maintain hours and budget reporting, etc.

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

1.10 Certification Statement

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

1.11 Outsourcing of Key Internal Controls

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

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

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

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

1.12 Security Monitoring and Assurances

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

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

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

1.13 Number of Copies of Proposals

For electronic proposal submission, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

For hard copy (printed) proposal submission, the State requests that six (6) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.14 Technical and Cost Proposals

The State requests the following for electronic proposal submittal:

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

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

- One (1) Original (clearly marked "Original") and six (6) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and six (6) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

1.15 Legibility/Clarity

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

1.16 Confidential Information, Trade Secrets, and Proprietary Information

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

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the LED. Any information about the Proposer's or the contractor's relationship with LED shall not be used for any marketing or promotional purposes without first obtaining prior express written approval of LED. Proposers or contractors are not allowed to apply for or submit work done for or on behalf of LED for any award or recognition without first obtaining prior written approval from LED.

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

1.17 Proposal Clarifications Prior to Submittal

1.17.1 Pre-proposal Conference

(NOT REQUIRED FOR THIS SOLICITATION.)

1.17.2 Proposer Inquiries

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

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

The State will consider written inquiries and requests via email for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by **4:30 P.M.**, Central Daylight Time, on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at
https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

Only the RFP Coordinator named above or a designee of the Secretary has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding on the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website http://www.doa.la.gov/Pages/osp/Index.aspx. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/protal/anonymous?gues_user=self_reg.

Help scripts are available on OSP website under vendor center at:
http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx.

1.18 Blackout Period

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

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

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure.

Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.19 Error and Omission in Proposal

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

1.20 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at: https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm.

1.21 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due.

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

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

1.22 Waiver of Administrative Informalities

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

1.23 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.24 Ownership of Proposal

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

1.25 Cost of Offer Preparation

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

1.26 Taxes

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment A, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.27 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

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

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

1.28 Use of Subcontractors

With regard to each Component, the State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. Under this RFP there can be up to four (4) prime contractors and the same contractor can be the prime contractor for more than one Component. If the RFP results in more than one prime contractor, then LED, at its discretion, may identify one prime contractor, most likely the Contractor for Component 1 (Strategic Direction/Brand Identity), as the manager of any other prime contractor for efficiency and effectiveness during contract negotiation, but under this circumstance each prime contractor shall remain responsible for all deliverables specified for the Component(s) awarded to such prime contractor.

This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, or as part of any agency-approved plan for the project; however, Proposers shall acknowledge in their proposals total responsibility for the entire contract.

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

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

1.29 Written or Oral Discussions/Presentations

Upon the original evaluation described in Part III, the State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria. The cost score will remain unchanged

1.30 Acceptance of Proposal Content

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

1.31 Evaluation and Selection

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, analysis of the SOC 2, Type II report or the Office of Technology Services (OTS) Third-Party Information Security Questionnaire, review of quality control plan, review of technical requirements, or preparation of cost score data.

1.32 Best and Final Offers (BAFO)

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

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

1.33 Contract Award and Execution

The State reserves the right to enter into a contract for each Component, or a single contract for several Components, based on the initial offers received without further discussion of the proposals submitted, if deemed to be most advantageous to LED and the State, considering the evaluation criteria. LED will proceed to negotiate contract terms with selected Proposer(s). The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment E. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.34 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

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

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

The State reserves the right to make multiple awards.

1.35 Right to Prohibit Award

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

1.36 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.36.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives,

employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.36.2 Minimum Scope and Limits of Insurance
1.36.3 Workers Compensation

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

1.36.4 Commercial General Liability

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

1.36.5 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000/3,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

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

1.36.6 Automobile Liability

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

1.36.7 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy

is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.36.8 Deductions and Self-Insured Retentions

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

1.36.9 Other Insurance Provisions

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

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

a. The Using Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Using Agency.

b. The Contractor's insurance shall be primary as respects the Using Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Using Agency shall be excess and non-contributory of the Contractor's insurance.

1.36.11 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Using Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Using Agency.

1.36.12 All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Using Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Using Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Using Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Using Agency for payment of premiums or for assessments under any form of the policies.

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

1.36.13 Acceptability of Insurers

a. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.

b. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.36.14 Verification of Coverage

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

b. The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Department of Economic Development, Its Officers, Agents, Employees and Volunteers LaSalle Building, 11th Floor, 617 N. 3rd Street, Baton Rouge, LA. 70802
Contract No.:_____

c. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Using Agency reserves the right to request complete certified copies of all required insurance policies at any time.

d. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Using Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

1.36.15 Subcontractors

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

1.36.16 Workers Compensation Indemnity

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

1.37 Liability and Indemnification

1.37.1 Contractor Liability

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

1.37.2 Force Majeure

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

1.37.3 Indemnification

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

1.37.4 Intellectual Property Indemnification

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

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

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

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

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

1.37.5 Limitations of Liability

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

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

1.37.6 Other Remedies

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

1.38 Payment

Payment terms shall be negotiated with the successful Proposer. The agency may structure the payment terms, but invoices must match the terms outlined in the contract.

The maximum amount of the contract is $ (TO BE DETERMINED). Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Sections 2.1 Scope of work, 2.3 Deliverable, 2.4 Technical requirements (as applicable) and 2.5 Project Requirements. Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the LED Contract Monitor approves the invoice for payment. The State will make every reasonable effort to make payments within 30 calendar days of receipt of an invoice submitted for approval to the LED Contract Monitor for services that falls under a valid contract.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows: (TO BE DETERMINED).

Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

1.38.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment D for additional information regarding electronic payment methods and registration.

1.39 Termination

1.39.1 Termination for bad Acts

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

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

1.39.2 Termination of the Contract for Cause

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

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

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

1.39.3 Termination of the Contract for Convenience

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

1.39.4 Termination for Non-Appropriation of Funds

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

1.40 Assignability

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

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

An assignment shall not diminish the State's rights or the Contractor's responsibilities and obligations under this Contract. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

1.41 Right to Audit

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

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

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

1.42 Non-discrimination

Contractor shall abide by the requirements of the following, as applicable and as amended: the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; Americans with Disabilities Act of 1990; and Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

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

1.43 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State immediately upon production or publication and shall, be returned by the Contractor to the State, at the Contractor's expense, within 10 days of written request at any time or within 15 days of termination or expiration of the contract. The State may withhold any payments due to Contractor for as long as Contractor is not in compliance with this Section.

1.44 Entire Agreement/Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.45 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.46 Substitution of Personnel

LED shall have the right to request a substitution of personnel upon written articulation of the reason(s) for the substitution, which substitution will not be unreasonably delayed by the Contractor. The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.47 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to the Information Technology Procurement code (La. R.S. 39:196-200) and its corresponding rules and regulations; the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations; and executive orders. After exhaustion of administrative remedies, any action with regard to this Contract shall be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.48 Claims or Controversies

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

1.49 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.50 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.51 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

2. SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Scope of Services and Deliverables that LED requires of the contractor are detailed below.

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

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

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

The Contractor(s) must be able to coordinate services as requested to support a limited LED internal staff, including account management, project management, production management and supervision, as applicable. This includes the development of timelines and schedules, participation in marketing meetings, reporting on account activities, accounting and billing. It is expected that if multiple Contractors are selected that they will work seamlessly with other Contractors selected for other Components of the RFP.

2.1.1 Component 1: Strategic Development and Brand Identity

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

2.1.2 Component 2: Website(s) and Digital Communication Tools

The Contractor selected for Component 2 will be the lead agency for the enhancement, development, design, integration and support for LED Website's, including but not limited to the LED main website (http://www.OpportunityLouisiana.com), the LED Entertainment website (https://louisianaentertainment.gov/), the Louisiana Life Sciences website (https://www.louisianalifesciences.com), the Louisiana Rural Evolution website (https://www.laruralevolution.com), the Louisiana E-Commerce website (https://lasmallbizonline.com), the Louisiana Loan Guaranty Program website (https://www.ledbizloan.com), the FastStart website (https://faststart.opportunitylouisiana.com), the Annual Report website (URL TBD), and any other websites not listed specifically, including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media). The current technical environment for LED Websites can be found in ATTACHMENT B.

2.1.3 Component 3: Media Buying

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

2.1.4 Component 4: Public Relations/External Communications

The Contractor selected for Component 4 will be responsible for the development and execution of a strategic state, national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

2.2 Task and Services

2.2.1 Component 1: Strategic Development and Brand Identity

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract from LED. **The project plan provided by the Contractor(s) to LED will include timelines, roles, responsibilities, and hourly rates resulting in a flat fee.** Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services (compensated by project fees)**
   a. Maintain all graphic standards and visual identity of LED to maintain consistency in advertising and external communications. This includes the maintenance and upkeep of comprehensive brand and writing standards manual(s).
   b. Analyze the marketing and advertising needs of LED. Develop and manage an overall, integrated marketing strategy and plan.
   c. Place and coordinate tracking research to evaluate Louisiana's success in changing perceptions and raising awareness about the State as a place to do business.
   d. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.
   e. Manage brand identity systems for associated and sub- brands (e.g. Louisiana Entertainment, FastStart, Small Business, etc.) of LED.
   f. Concept national and international print, digital and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a tactic to LED's current campaign, a re-design of the current tactic or an entirely new campaign or campaigns.
   g. Perform campaign production services including but not limited to: creative concept, graphic design, photography, proofreading, copywriting, shooting and editing.
   h. Design and develop identity materials and routine collateral including letterhead, business cards, pocket folders, one-pagers, PPT templates, invitations, programs, industry brochures, brand signage and other standard materials. This includes art and creative direction, graphic design, copywriting, proofing as well as edits to and re-sizing of approved advertising concepts to meet paid media specifications.
   i. Develop innovative programs and pieces to target c-level executives and/or site selectors and target influencers.
   j. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, social media, digital advertising, and other promotional materials and efforts.
   k. Develop, design and conduct special promotions.
   l. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2.2.2 Component 2: Website(s) and Digital Communication Tools

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include, timelines, roles, responsibilities, and hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services for LED Websites: (compensated by project fees)**
   a. Analyze LED Website needs, including front-end and back-end support and integration, content management and future site upgrades and enhancements (includes mobile optimized site), portals, databases and web applications.
   b. Maintain and supervise Search Engine Optimization best practices and standards.
   c. Maintain current, robust Content Management System or recommend improved or equivalent system with similar or new/improved capabilities balancing cost/benefit scenarios to ensure site monitoring/updating, exporting data and CMS navigation is easy to perform LED staff. Maintain current end user layout or recommended improvements in user experience to support strategic mission of LED.

d. Execute and supervise maintenance of a content management plan.
e. Make routine design and copy changes to LED Websites, including uploading new images, documents and photos.
f. Implement turnover plan with current Contractor(s) regarding web hosting service (Rackspace and AWS) and/or port entire website(s) (and all ancillary websites) from current web hosting service to Contractor's web hosting service, if Contractor recommends new hosting service, which must be approved by LED; quality assurance testing, problem resolution if discovered and launch.
g. Provide LED monthly web statistics and archive all reports and statistics for future diachronic analysis and trend analysis.
h. Provide web hosting services; analyze current web hosting service to ensure Tier 3 compliance and/or recommend appropriate and cost effective professional Tier 3 web hosting options addressing: scalability, peak traffic, stability, uptime, facility reputation, years in business, number of clients, backup power and data circuits, fire suppression technology, physical security, on-line security, backup and recovery options, business continuity planning and time to recover from complete server destruction.
i. Provide plan for ADA compliance, implementation and ongoing updates.
j. Provide plan for General Data Protection Regulation (GDPR) compliance, implementation and ongoing updates.
k. Provide plan and updates for ongoing compliance of e-privacy policy.
l. Provide web hosting data center's Service Level Agreement.

Service Level Agreement Criteria— LED requires high standards of performance from a Tier 3 data center. LED Websites must:

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

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

2. Support/response time

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

3. Technical Services and Requirements for Component 2 Services

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

The Contractor must also:
a. Provide and maintain all current business requirements documentation.
b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software.
c. Maintain LED department and technical standards in all work performed for the State.

d. Provide training (in-person/virtual training if requested) to appropriate LED staff for maintenance and content management functions.
e. Produce and maintain written manual with directions for performing basic and regular maintenance items on website and digital communication tools. These files should be kept in an agreed upon sharefile location where LED always has access. After major system updates, the manuals should be current within seven (7) days of implemented changes.
f. Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools during the Contract period. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

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

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

All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request as provided in section 1.39.

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

2.2.3 Component 3: Media Buying

The Contractor, or Contractors, selected for Component 3 may be required to perform the Services listed below. Projects will be executed under the contract by a task order from LED. Projects will be compensated based on media commission.

1. **Project Services (compensated by Media Commission)**
   a. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying

(negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include industry, national and international markets.
b. Provide demographic and media information standard to the industry.
c. Duplicate, traffic and track all media and make adjustments to the buy/plan as necessary.
d. Verify and pay media invoices on behalf of LED.
e. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2.2.4 Component 4: Public Relations/External Communications

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include timelines, roles, responsibilities, and hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services (compensated by project fees)**
   a. Develop and execute a strategic state, national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.
   b. Maintain industry, national and international media lists and tracking services.
   c. Plan and implement national and international media tours /events.
   d. Provide media response process and support.
   e. Develop and pitch stories to the media.
   f. Work with appropriate staff on crisis/emergency management.
   g. Conduct other external communication-related programs and project management services as requested.
   h. Develop, design and conduct special promotions.
   i. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2.3 Deliverables

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

2.4 Technical Requirements

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

2.5 Project Requirements

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

3. EVALUATION

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

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

Proposals determined non-compliant by the RFP Coordinator will be confirmed by legal staff as non-compliant. Proposals that are not in compliance will be eliminated from further consideration.

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

The evaluation of proposals will then be conducted by the Evaluation Team, which will determine the proposal(s) most advantageous to LED, taking into consideration the evaluation factors set forth in this RFP. The criteria will correlate to the information that proposers are requested to submit for open and fair competition, and will be applied consistently to all proposers.

At any time during the evaluation process, LED may seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities. Such communications will be documented in writing.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

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

Proposer must receive a minimum score of 34 points, (50%) of the total available points in the Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum**

score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

The scores for the Technical Proposals, Cost Evaluation and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

NOTE: A Proposer must submit separate individual proposals for each Component for which the Proposer seeks to be considered such that, e.g., if one Proposer submits for all Components, that Proposer must submit four (4) separate proposals specifically tailored for each of the four Components. Each component will be scored separately.

3.1 Cost Evaluation

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

CCS = ((LPC/TCP) x 20)

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

The cost proposal for each component will be evaluated separately.

3.2 Veteran-Owned and Service-Connected Disabled Veteran Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

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

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

i. Subcontractor's name;
ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
iii. A detailed description of the work to be performed; and
iv. The anticipated dollar value of the subcontract for a three -year contract term based on the estimated Contract value. For purposes of the Hudson/Veterans points calculations only, this contract value is established as:
    a. Component 1: $2,850,000
    b. Component 2: $1,800,000
    c. Component 3: $3,750,000
    d. Component 4: $2,850,000

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

***Note** – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

4. PERFORMANCE STANDARDS

4.1 Performance Requirements

Performance standards will be determined by the agency and shall require the contractor chosen for the contract award to perform all work and services a step above generally accepted standards and proficiency acceptable in the industry. Reports, schedules, and specific tasks are to be performed in a timely manner in accordance with the contract entered into with the agency, and in accordance with Task Orders issued by the agency.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The performance of the contract will be measured by the Contract Monitor, who is authorized on behalf of LED to evaluate the Contractor's performance against the criteria listed in the Scope of Services provided in the contract. Performance Measures for the contract shall include the contractor's timely and successful performance and completion of the tasks and

services required and to be performed pursuant to and consistent with the provisions, goals and objectives of the contract, including work products and the timely completion of projects authorized by LED pursuant to the contract; as well as the contractor's timely submission of monthly Progress Reports.

4.2.2 Monitoring Plan:

During the term of the contract, representatives of the Contractor(s) shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with each Contractor its plans for the performance of the duties and services hereunder prior to the performance thereof; shall review and pre-approve projects, prior to implementation, printing, release and distribution; and shall continually review and analyze Contractor's performance of services pursuant to this contract, the "Task Orders" and any other authorizations or approvals issued to the Contractor from time to time, as well as Contractor's written monthly Progress Reports and Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor.

The Contract Monitor shall also: (a) Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary; (b) Assure that items/payments requested in invoices are in compliance with the contract; (c) Coordinate with LED's fiscal office for payments to the Contractor, and/or obtaining of any further needed documentation; and (d) Maintain telephone and/or e-mail contact with Contractor on contract activity and/or host visits at LED in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by contractor, and any assistance which may be needed to resolve the situation.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT A: CERTIFICATION STATEMENT

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

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

A Official Contact Name: _____

B E-mail Address: _____

C Facsimile Number with area code: ( )

D US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR.

   Proposer shall comply with R.S. 39:1624(A) (10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements,

should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or Authorized Representative: _____

Typed or Printed Name: _____

Date: _____

Time: _____

Company Name: _____

Address: _____

City:_____ State:_____ Zip:_____

ATTACHMENT B: CURRENT TECHNICAL ENVIRONMENT FOR LED WEBSITES

Sitefinity Website Hosting
Rackspace Managed Services
VMware® Server Virtualization
Operating System: Windows Server 2012 R2 Standard - 64 Bit
Web Server: Internet Information Systems (IIS) and ASP
Database: SQL Server 2012
Backups: Weekly Full + Daily Incremental
Version Control: Git
Uptime Monitoring: 24x7 with Pingdom
CDN: CloudFlare
Tier 3 Data Center: 99.982% uptime, No more than 1.6 hours of downtime per year, N+1 fault tolerant providing at least 72-hour power outage protection

Webflow Managed Website Hosting
AWS Cloud Front and Fastly CDN
SOC2, Type I certified
Automated Security Patching, Backups and Scaling

Website Applications
Search Tool – Google Site Search
Sharing & Bookmarking – AddThis Google Maps
YouTube Hosted Player

Content Management System & Email Deployment System
Sitefinity CMS 11.2 (Online Marketing Edition)
Custom Sitefinity MVC Widgets & Modules
Webflow CMS
MailChimp (Dedicated IP for Email)

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

ATTACHMENT C: COST WORKSHEETS

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

COST WORKSHEET, Page 1

PROPOSER NAME:

Component 1: Strategic Development / Brand Identity

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

Core services:	Hourly rate:	
Copywriter	_____	
Proofreader	_____	
Graphic designer	_____	
Interactive designer	_____	
Production services	_____	
Average rate for these services =		_____

Supervisory services:	Hourly rate:	
Graphic designer supervisor	_____	
Interactive design supervisor	_____	
Account services	_____	
Account manager	_____	
Project manager and traffic	_____	
Average rate for these services =		_____

Administrative services:	Hourly rate:	
Accounting services	_____	
Administrative services	_____	
Average rate for these services =		_____

Step 2: Multiply by weight factor*

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

To be completed by agency:

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____
Lowest proposed composite average hourly rate ÷
Proposer's composite average hourly rate x 20% = cost score _____

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

PROPOSER NAME:

Component 2: Website and Digital Communication Tools

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

Core services:	Hourly rate:	
Copywriter	_____	
Proofreader	_____	
Graphic designer	_____	
Interactive designer	_____	
Production services	_____	
Average rate for these services =		_____

Supervisory services:	Hourly rate:	
Graphic designer supervisor	_____	
Interactive design supervisor	_____	
Account services	_____	
Account manager	_____	
Project manager and traffic	_____	
Average rate for these services =		_____

Administrative services:	Hourly rate:	
Accounting services	_____	
Administrative services	_____	
Average rate for these services =		_____

Step 2: Multiply by weight factor*

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

To be completed by agency:

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____
Lowest proposed composite average hourly rate ÷
Proposer's composite average hourly rate x 20% = cost score | |

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

PROPOSER NAME:

Component 3: Media Buying

Step 1: Enter proposed media commission rate: _____

To be completed by agency:

Step 2: Calculate cost score

Lowest proposed rate (all Component 3 proposals): _____
Lowest proposed rate ÷ Proposer's rate x 20% = cost score

PROPOSER NAME:

Component 4: Public Relations/External Communications

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

Core services:	Hourly rate:	
Copywriter	_____	
Proofreader	_____	
Media liaison	_____	
Event manager	_____	
Average rate for these services =		_____

Supervisory services:	Hourly rate:	
Account services	_____	
Account manager	_____	
Average rate for these services =		_____

Administrative services:	Hourly rate:	
Accounting services	_____	
Administrative services	_____	
Average rate for these services =		_____

Step 2: Multiply by weight factor*

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

To be completed by agency:

Step 3: Calculate cost score

Lowest proposed composite average hourly rate: _____

Lowest proposed composite average hourly rate ÷
Proposer's composite average hourly rate x 20% = cost score _____

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

ATTACHMENT D: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.
If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

_____ _____

Printed Name of Individual Authorized Authorized Signature for payment type chosen

_____ Date: _____

Email address and phone number of authorized individual

ATTACHMENT E: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
Louisiana Department of Economic Development, a/k/a Louisiana Economic Development (LED)

AND

CONTRACTOR NAME
Click here to enter the Contractor name

CONTRACT NUMBER *(ISIS/LAGOV)*
Click here to enter the contract number

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation) Click here to enter the Contactor	**FEDERAL EMPLOYER TAX ID NUMBER** Click here to enter the Contractor's FEIN
	STATE LDR ACCOUNT # Click here to enter the State LDR Account Number
STREET ADDRESS Click here to enter the Contractor's street address	**TELEPHONE NUMBER** Click here to enter the Contractor's telephone number

CITY Click here to enter the Contractor's city	**STATE** Click here to enter the Contractor's state	**ZIP CODE** Click here to enter the Contractor's zip code

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

1.0 DEFINITIONS

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

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

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

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

TERM OF CONTRACT

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

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the Using Agency hereby agrees to pay to Contractor a maximum fee of $ over multiple years as follows: Click here to enter the multi-year contract breakdown. Payments are predicated upon successful completion of the services described in Description of Services and deliverables described in the Acceptance of Deliverables section; ; receipt of an invoice; and written approval of LED's Contract Monitor.

The Using Agency shall make every reasonable effort to make payments within 25 business days of receiving an invoice. Contractor shall comply with the Division of Administration General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of the services in the Description of Services section being performed and/or in advance of deliverables in the Acceptance of Deliverables section being furnished, unless allowed by law.

GOALS AND OBJECTIVES

The **Goals** of this contract are to engage a Contractor to provide assistance to LED in developing and executing a strategic marketing and communication program for LED, to help LED achieve its objectives through the creation and execution of marketing initiatives and communication strategies to provide the State greater access to the most creative, innovative and effective methods [limited to particular Components as needed].

The **Objectives** of this contract are to engage a Contractor to participate in a working relationship with LED, a firm that will cooperate other firms, as needed, and LED staff to establish vision and goals for the promotion of the State's economic development program; to provide support to the State in developing and executing a strategic marketing and communication program; and to provide a relationship whereby LED and the Contractor will cooperate, work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message.

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to the Using Agency as specified in this Section and in the following attachments which are made part of this Contract.

- Statement of Work Attachment;
- Configuration Requirements Attachment;

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

Component 1: Strategic Development and Brand Identity

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

Component 2: Website(s) and Digital Communication Tools

The Contractor selected for Component 2 will be the lead agency for the enhancement, development, design, integration and support for LED Website's, including but not limited to the LED main website (http://www.OpportunityLouisiana.com), the LED Entertainment website (https://louisianaentertainment.gov/), the Louisiana Life Sciences website (https://www.louisianalifesciences.com), the Louisiana Rural Evolution website (https://www.laruralevolution.com), the Louisiana E-Commerce website (https://lasmallbizonline.com), the Louisiana Loan Guaranty Program website (https://www.ledbizloan.com), the FastStart website (https://faststart.opportunitylouisiana.com), the Annual Report website (URL TBD), and any other websites not listed specifically, including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media). The current technical environment for LED Websites can be found in ATTACHMENT B.

Component 3: Media Buying

The Contractor, or Contractors, selected for Component 3 shall be required to perform the Services listed in the next section for Component 3. Projects will be executed under the contract by a task order from LED. Projects will be compensated based on media commission.

Component 4: Public Relations/External Communications

The Contractor selected for Component 4 will be responsible for the development and execution of a strategic state, national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.

A fuller description of the scope of services and the Task and Services related to each Component is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

QUALITY ASSURANCE REVIEWS

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

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Additionally, Contractor will be required to provide a monthly report outlining action taken against the marketing strategic plan ("Progress Reports") [for each Component].

ACCEPTANCE OF DELIVERABLES
Deliverables specified in the Statement of Work shall be submitted, reviewed, and accepted according to the following procedure:

A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in Using Agency-approved documents.

B. *Submittal and Review.* Contractor shall provide written notification to the LED Contract Monitor that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the LED Contract Monitor shall review the Deliverable within 10 business days. Within this period, the LED Contract Monitor shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the 10 business days, the LED Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable. Alternatively, the LED Contract Monitor may, within 10 days of receiving a Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

D. *Resubmitting Deliverables.* A rejected deliverable shall be resubmitted within the time period specified in writing by the LED Contractor Monitor. Contractor shall provide written notification to the LED Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The LED Contract Monitor shall review the resubmitted Deliverable within five (5) business days of receipt of the written notification. A resubmitted Deliverable shall be considered accepted unless, within this period, the LED Contract Monitor notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the LED determines that the Contractor has breached the Contract and places the Contractor in default. Alternatively, the LED Contract Monitor may, within 5 days of receiving a resubmitted Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

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

A. *Period of Coverage.* The Warranty period for software and System components covered under this Contract shall begin on the date of acceptance or the date of first productive use, whichever occurs later, and shall terminate ***(spell-out) (n)*** days thereafter.

B. *Free from Defects.* Contractor warrants that the System developed hereunder shall be free from defects in design and implementation, and shall continue to meet the specifications agreed to in this Contract. Contractor shall, without additional charge to the State, correct any such defects and make such additions, modifications, or adjustments to the System as may be necessary to operate as specified in this Contract.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder shall comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in the *Configuration Requirements Attachment.*

D. *Software Performance.* Contractor warrants the specific operating performance characteristics of the software developed and/or installed hereunder as stated in the *Service Level Agreement Attachment.*

E. *Original Development and Incorporating Components.* Contractor warrants that all Work Product generated hereunder is originally developed by Contractor, and is specifically developed for the fulfillment of this Contract.

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

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

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Click here to enter the terms of payment. Payment terms that can be negotiated with the Contractor are payment by task, payment by schedule, and/or payment by percentage. Any one or a combination of these is acceptable as long as payment is related to the successful completion of services described in Description of Services and/or accepted deliverables described in Acceptance of Deliverables.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF LED's Contract Monitor and may be delayed for failure to timely submit Progress Reports.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION
During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL
LED shall have the right to request a substitution of personnel upon written articulation of the reason(s) for the substitution, which substitution will not be unreasonably delayed by the Contractor. The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the Using Agency Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. The Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays to the Project Work Plan.

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

State shall appoint a Project Manager, also called a Contract Monitor, for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager or Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

TAXES
Contractor shall be responsible for payment of all applicable taxes due as a result of the funds received under this contract.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

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

TERMINATION

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

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

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

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

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

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

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

REMEDIES FOR DEFAULT
Any claim or controversy arising out of this Contract which cannot first be resolved between the parties shall be resolved under the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to the Information Technology Procurement code (La. R.S. 39:196-200) and its corresponding rules and regulations; the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations; and executive orders. After exhaustion of administrative remedies, any action with regard to this Contract shall be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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

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

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

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

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

SANITIZATION OF STATE DATA/RECORDS IN CONTRACTOR'S CUSTODY
[Note: ***Print*** *the Data Sanitization – Standards and Requirements document from the below link to create the* Data Sanitization Standards and Requirements Attachment.]

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

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

CONTRACTOR'S COOPERATION
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

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

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

An assignment shall not diminish the State's rights or the Contractor's responsibilities and obligations under this Contract. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

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

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

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

OUTSOURCING OF KEY INTERNAL CONTROLS

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

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

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

SECURITY MONITORING AND ASSURANCES

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

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

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

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NON-DISCRIMINATION

Contractor shall abide by the requirements of the following, as applicable and as amended: the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; Americans with Disabilities Act of 1990; and Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

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

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

PUBLIC RECORDS ACT

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

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

Contractor must be prepared to defend the reasons why the material should be held confidential. By submitting materials with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Contractor agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.
The State reserves the right to make any submitted documents, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its review and negotiation of Contract terms.

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

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

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

PROHIBITED USE OF FUNDS
Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prohibit the use of public funds for the dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

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

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

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with La. R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

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

LIABILITY AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

REQUIRED INSURANCE
Contractor shall have all required insurance as specified in the Insurance Requirements for Contractors Attachment. The required insurance shall be effective for the duration of this Contract. The cost of such insurance shall be included in the maximum contract amount.

For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS
Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to perform the work under this Contract.

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

NO THIRD PARTY BENEFICIARIES
This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The Using Agency and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract. The services under this Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the Using Agency and the Contractor. This provision does not affect the indemnity and insurance obligations under this Contract.

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

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

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

HEADINGS
Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

AMBIGUOUS TERMS
Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this contract or any amendment to this contract.

SEPARATE COUNTERPARTS
This contract may be executed in several separate counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same contract.

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

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

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

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

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

FEDERAL REQUIREMENTS

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

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

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

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

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

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

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

CONTRACT APPROVAL
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

Electronic Transaction; Electronic Signatures

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

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT:

BY: _____

TITLE: _____

COMPANY:

BY: _____

TITLE: _____

STATEMENT OF WORK ATTACHMENT

SCOPE OF SERVICES

Contractor shall perform services according to the Description of Services in the terms of this Contract and according to this Statement of Work (SOW) and the Description of Services/Tasks shown below:

DESCRIPTION OF SERVICES/TASKS

Component 1: Strategic Development and Brand Identity

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract from LED. The project plan provided by the Contractor(s) to LED will include timelines, roles, responsibilities, and hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services (compensated by project fees)**
   a. Maintain all graphic standards and visual identity of LED to maintain consistency in advertising and external communications. This includes the maintenance and upkeep of comprehensive brand and writing standards manual(s).
   b. Analyze the marketing and advertising needs of LED. Develop and manage an overall, integrated marketing strategy and plan.
   c. Place and coordinate tracking research to evaluate Louisiana's success in changing perceptions and raising awareness about the State as a place to do business.
   d. Place and coordinate/conduct additional research, including quantitative and qualitative studies, to suggest refinement to strategies, campaigns or creative executions.
   e. Manage brand identity systems for associated and sub- brands (e.g. Louisiana Entertainment, FastStart, Small Business, etc.) of LED.
   f. Concept national and international print, digital and/or broadcast ad campaign(s) based on research and analysis. This could include either the addition of a tactic to LED's current campaign, a re-design of the current tactic or an entirely new campaign or campaigns.
   g. Perform campaign production services including but not limited to: creative concept, graphic design, photography, proofreading, copywriting, shooting and editing.
   h. Design and develop identity materials and routine collateral including letterhead, business cards, pocket folders, one-pagers, PPT templates, invitations, programs, industry brochures, brand signage and other standard materials. This includes art and creative direction, graphic design, copywriting, proofing as well as edits to and re-sizing of approved advertising concepts to meet paid media specifications.
   i. Develop innovative programs and pieces to target c-level executives and/or site selectors and target influencers.
   j. Design, develop and execute projects not specified including but not limited to magazines, newsletters, post cards, posters, signage, social media, digital advertising, and other promotional materials and efforts.
   k. Develop, design and conduct special promotions.
   l. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

Component 2: Website(s) and Digital Communication Tools.

The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include, timelines, roles, responsibilities, and hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

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

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

licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request.

x. Provide detailed training of all portals, content management tools, web applications and databases and digital communication tools at time of onboarding, updating and/or upon LED request.

m. Provide planning and execution support of email marketing program including strategy, design, layout, proofing and deployment.

n. Adhere to code and style standards:
   i. Ensure code and style elements added to website are W3C compliant for cross browser compatibility with MS Edge, Internet Explorer, Firefox, Chrome, Opera and, Safari. Provide access to spiders that index and inform search engines like Google and Yahoo;
   ii. Coding to standards that include HTML version 4.01 Strict and XHTML 1.0 Strict or Transitional. Adhering to Cascading Style Sheet (CSS) standards that include CSS1, CSS2 and CSS3;
   iii. Ensure code and style compliance with mobile version of browsers, such as Android Mobile OS, Blackberry, Apple iPhone, Safari Opera, Apple iPad, and Microsoft CE or other current mobile versions.

o. Prepare and execute significant website facelift plan or new development based on research and analysis to address evolving site technology, navigation and usability and propose corrective action.

p. Design and build new website(s) including content management system(s).

q. Design and supervise production of integrated digital communication tools such as mobile apps, tablet apps, social media, e-readers.

r. Develop social media strategy, concepts and/or designs.

s. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

2. Support/response time

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

3. Technical Services and Requirements for Component 2 Services

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

The Contractor must also:

a. Provide and maintain all current business requirements documentation.

b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software.

c. Maintain LED department and technical standards in all work performed for the State.

d. Provide training (in-person/virtual training if requested) to appropriate LED staff for maintenance and content management functions.
e. Produce and maintain written manual with directions for performing basic and regular maintenance items on website and digital communication tools. These files should be kept in an agreed upon sharefile location where LED always has access. After major system updates, the manuals should be current within seven (7) days of implemented changes.
f. Provide 24-hours per day support, 7 days per week, 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools during the Contract period. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

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

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

All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request as provided in section 1.39.

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

Component 3: Media Buying
The Contractor, or Contractors, selected for Component 3 may be required to perform the Services listed below. Projects will be executed under the contract by a task order from LED. Projects will be compensated based on media commission.

1. **Project Services (compensated by Media Commission)**
   a. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include industry, national and international markets.
   b. Provide demographic and media information standard to the industry.
   c. Duplicate, traffic and track all media and make adjustments to the buy/plan as necessary.
   d. Verify and pay media invoices on behalf of LED.
   e. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

Component 4: Public Relations/External Communications
The Contractor(s) will be required to perform some or all of the services listed below. Projects will be executed under the contract by a Task Order from LED. The project plan provided by the Contractor to LED will include timelines, roles, responsibilities, and hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

1. **Project Services (compensated by project fees)**
   a. Develop and execute a strategic state, national and international external communications and public relations program designed to generate positive earned media awareness of Louisiana as a place in which to live, work and do business.
   b. Maintain industry, national and international media lists and tracking services.
   c. Plan and implement national and international media tours / events.
   d. Provide media response process and support.
   e. Develop and pitch stories to the media.
   f. Work with appropriate staff on crisis/emergency management.
   g. Conduct other external communication-related programs and project management services as requested.
   h. Develop, design and conduct special promotions.
   i. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

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

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

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

Performance Measures and Monitoring Plan

Performances Measures
The performance of this contract will be measured by the State Contract Monitor, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work. The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties, which are specifically provided for in this contract. The

Contract Monitor will monitor the services provided by the Contractor and the expenditure of funds under this contract. The Contract Monitor will be primarily responsible for the day-to-day contact with the Contractor, day-to-day monitoring of the Contractor's performance, the prior approval of travel and payment of travel expenses, and the review and approval of the Contractor's invoices for payment. Any changes in the Contract Monitor shall not require an amendment to this contract.

Performance Measures for the contract shall include the contractor's timely and successful performance and completion of the tasks and services required and to be performed pursuant to and consistent with the provisions, goals and objectives of the contract, including work products and the timely completion of projects authorized by LED pursuant to the contract; as well as the contractor's timely submission of monthly Progress Reports.

Monitoring Plan

The LED Contract Monitor will monitor the services provided by the Contractor and the expenditure of funds under this contract. The Contract Monitor will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. During the term of this contract, representatives of the Contractor shall discuss with LED's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, and any other matters relating to the project. The LED Contract Monitor shall review with the Contractor its plans for its performance of the duties and services hereunder prior to the performance thereof; shall review and pre-approve projects prior to implementation, printing, release and distribution; and shall continually review and analyze Contractor's performance of services pursuant to this contract, the "Task Orders" and any other authorizations or approvals issued to the Contractor from time to time, as well as Contractor's written weekly/monthly Progress Reports and Invoices, to ensure Contractor's compliance with contract requirements and Scope of Services, and to determine the progress being made by the Contractor. The Contract Monitor shall also:

A. Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
B. Assure that items/payments requested in Invoices are in compliance with this contract;
C. Coordinate with LED's fiscal office for payments to Contractor, and/or obtaining of any further needed documentation; and
D. Maintain telephone and/or e-mail contact with Contractor on contract activity and/or host visits at LED in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Between required performance reporting dates, Contractor shall inform LED of all problems, delays or adverse conditions that will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

The performance of the contract will be measured by the State Project Manager or Contract Monitor, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work.

RFP Proposal Incorporation

In accordance with the provision of RFP#_____, the provision of the original proposal submitted by Contractor are incorporated herein, but to the extent there is any conflict between the provisions of the original proposal and this Contract, the provisions of this Contract rule.

CONTRACTOR PERSONNEL AND OTHER RESOURCES ATTACHMENT

1.0 PROJECT MANAGEMENT

Contractor shall provide the following project management functions:

A. *Project Management* - Contractor shall provide day-to-day project management using best management practices for all tasks and activities identified in the *Statement of Work Attachment*.

B. *Project Work Plan* - Contractor shall develop and maintain a Project Work Plan. The Project Work Plan shall identify: activities/tasks to be performed, project personnel requirements (both Using Agency and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates, and scheduled completion dates for each deliverable. No project payments shall be made before the Using Agency approves the Project Work Plan. Amendments to the Project Work Plan require written concurrence of both parties.

C. *Project Progress Reports* - Contractor shall submit monthly Project Progress Reports to the Using Agency on or before the 10th day of the following month. Each Project Progress Report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the next reporting period, and issues requiring management attention, particularly those that may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each Project Progress Report shall identify activities by reference to the Project Work Plan and be signed by the Contractor's Project Manager.

D. *Time Sheets* - Contractor shall submit time sheets for itself and its subcontractor(s) to the Using Agency Project Director with each Project Progress Report. Time sheets shall, at a minimum, identify the name of the individual performing the work, the work performed, and the number of hours worked during the period by the Project Work Plan task.

E. *Issue Control.* Contractor shall develop and implement, subject to Using Agency approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

CONTRACTOR PERSONNEL

The following personnel are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name	Company Responsibilities	Classification Rate	Expected Duration

List here all personnel, including subcontractors, who shall be assigned to the project. Personnel who shall be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.

1. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the Using Agency. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. . The Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

2. *Other Resources*. Contractor shall provide other resources as specified in Attachment Click here to enter the Attachment identification letter or number.

STATE FURNISHED RESOURCES ATTACHMENT

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

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

Using Agency Project Director Name:
Phone:
Email:
Mailing Address:

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

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

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

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

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

INSURANCE REQUIREMENTS FOR CONTRACTORS ATTACHMENT EXHIBIT A

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers Compensation coverage only.

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

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

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims- made form is unacceptable.
3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. **Professional Liability (Errors and Omissions)**
   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this contract. The policy shall provide an extended reporting period of not less than 36 months, from the expiration date of the policy, if the policy is not renewed. This obligation survives the termination, by expiration or otherwise, of this Contract.
5. **Cyber Liability**
   Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages
    a. The Using Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Using Agency.
    b. The Contractor's insurance shall be primary as respects the Using Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Using Agency shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Employers Liability Coverage
    To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Using Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Using Agency.
3. All Coverages
    a. All policies must be endorsed to require 30 days written notice of cancellation to the Using Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Using Agency of policy cancellations or reductions in limits.
    b. The acceptance of the completed work, payment, failure of the Using Agency to require proof of compliance, or Using Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
    c. The insurance companies issuing the policies shall have no recourse against the Using Agency for payment of premiums or for assessments under any form of the policies.
    d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Using Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

2. The Certificate Holder Shall be listed as follows:
   State of Louisiana
   Louisiana Department of Economic Development, Its Officers, Agents, Employees and Volunteers
   Address: LaSalle Bldg., 617 North 3rd Street, 11th Floor, Baton Rouge, LA. 70802
   Project or Contract #: (To Be Obtained).
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Using Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Using Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

SERVICE LEVEL AGREEMENT ATTACHMENT

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

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

1.0 GENERAL OVERVIEW

This Section sets forth:

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

Definitions:

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

2.0 SERVICE LEVEL AGREEMENTS

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

3.0 SYSTEM UPTIME, RESPONSE TIME, AND ACCURACY METRICS

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

Topic	SLA	Definition	Performance Expectation
System Uptime	The System shall be available 24/7.	• Users shall be able to access the System twenty-four (24) hours a day, seven (7) days a week, at a monthly uptime of 99.5%, with the exception of planned downtime due to System upgrades or routine maintenance. All planned downtime shall be communicated and agreed to by the Using Agency. • The System shall be available to complete interface processing including all related batch jobs and reporting at the designated schedule for each interface.	• Planned downtime due to upgrades or routine maintenance shall be communicated to Using Agency Project Manager. Downtime shall not exceed 8 hours per scheduled event during any 24-hour period, unless agreed upon by the State in writing. • The System shall have a monthly uptime of 99.5%, 24/7/365, exclusive of planned maintenance downtimes. • The 3rd and all subsequent occurrences of unplanned downtime resulting from a systemic issue or the same root cause is an automatic breach of this SLA.
Response Times	The System shall be scalable and capable of concurrently supporting all workers performing normal business activities as new workers, programs or agencies are added.	The System shall be capable of concurrently supporting all workers performing normal business activities, with the ability to increase the demand on the System to peak load without modification to the software while meeting the set SLA.	• The System shall be capable of concurrently supporting 400 internal worker users, with a peak of 600. • The System shall be capable of concurrently supporting 96,000 external users, with a peak of 100,000.
Transaction Response Time	The System shall average two (2) second transaction response times with no individual transaction exceeding ten (10) seconds.	The System shall provide the capability for an average two (2) second transaction response time (with no individual transaction exceeding 10 (ten) seconds) consistently for all workers directly interacting with the production environment. Standard System reports are not included as transactions.	□ Transaction response time must average two (2) seconds □ Individual transactions cannot exceed ten (10) seconds □ The measurement for response time applies only to real-time transactions, including but not limited to the web portal, web-based applications, standard System reports (except for mutually agreed to exclusions), and other real- time connections, for systems under Contractor's control. □ Receipt is measured using: (1) the standard Time to First Byte (TTFB) metric; (2) from within the server subnetwork; and, (3) after the data is fully validated and finished posting to the Database. □ This measurement does not apply to ad hoc queries.

4.0 END-USER SUPPORT METRICS

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

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

Topic	SLA	Definition	Performance Expectation
Critical Priority	The Contractor shall prioritize and resolve Critical Priority issues reported to the help desk in the agreed upon timeframes.	Multi-component or critical functionality outages. Severe disruption to State business where there is no alternative or workaround. Severe impact to business operations, financial implications, and/or the security posture of the State. The Using Agency determines that the incident requires a 24/7 response.	• **Resolution or plan for resolution**: Within one (1) hour of a Critical Priority issue being reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor's control do not apply. • 24/7 Response until Incident is downgraded. • Updates to Using Agency: Every hour or as Using Agency requests.
High Priority	The Contractor shall prioritize and resolve High Priority issues reported to the help desk in the agreed upon timeframes.	Single component or single severe functionality outages. Significant disruption to State business where there is no alternative or workaround. Significant impact to business operations, financial implications, and/or the security posture of the State. The Using Agency determines that the incident requires a 24/7 response.	• **Resolution or plan for resolution**: Within twenty-four (24) hours of a High Priority issue being reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor's control do not apply. • Updates to Using Agency: As Using Agency requests.
Medium Priority	The Contractor shall prioritize and resolve Medium Priority issues reported to the help desk in the agreed upon timeframes.	Partial or limited functionality impairment causing an operational impact for the State or delays to State business. Prevents use of a fully supported service by the State or individual. Issue has a possible workaround. The Using Agency determines the response time required for the incident.	• **Resolution or plan for resolution**: Within five (5) business days of a Medium Priority issue being reported to Level-2, Contractor will provide an assessment with a resolution plan. Problems outside of Contractor's control do not apply. • Updates to Using Agency: As Using Agency requests.
Low Priority	The Contractor shall prioritize and resolve Low Priority issues reported to the help desk in the agreed upon timeframes.	Partial or limited functionality impairment causing an operational impact affecting a small number of users with limited to no business implications to the State. The Using Agency determines the response time required for the incident.	• **Resolution or plan for resolution**: Within ten (10) business days of a Low Priority issue being reported to Level-1, Contractor will provide an assessment with a resolution plan. Problems outside of Contractor's control do not apply. • Updates to Using Agency: As Using Agency requests.

5.0 DEFECT SEVERITY

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

Severity/Priority	Description	Performance Expectation
Critical	Multi-component or critical functionality outages. Severe disruption to State business where there is no alternative or workaround. Severe impact to business operations, financial implications, and/or the security posture of the State.	• **Resolution or plan for resolution**: Within twenty-four (24) hours of a Critical defect being identified, Contractor will initiate short-term and/or long-term activities to remediate the defect (unless otherwise expressly agreed to by the State).
High	Single component or single severe functionality outages. Significant disruption to State business where there is no alternative or workaround. Significant impact to business operations, financial implications, and/or the security posture of the State.	• **Resolution or plan for resolution**: Within two (2) business days of a High defect being identified, Contractor will initiate short-term and/or long-term activities to remediate the defect (unless otherwise expressly agreed to by the State).
Medium	Partial or limited functionality impairment causing an operational impact for the State or delays to State business. Prevents use of a fully supported service by the State or individual. Issue has a possible workaround.	• **Resolution or plan for resolution**: Within five (5) business days of a Medium defect being identified, Contractor will provide a plan for resolution (unless otherwise expressly agreed to by State). • Contractor will remediate the defect within four (4) weeks (unless otherwise expressly agreed to by State).
Low	Partial or limited functionality impairment causing an operational impact affecting a small number of users with limited or no business implications to the State.	• **Resolution or plan for resolution**: Within thirty (30) calendar days of a Low defect being identified, Contractor will provide a plan for resolution (unless otherwise expressly agreed to by the State). • Contractor will remediate the defect within ninety (90) calendar days (unless otherwise expressly agreed to by the State).

CERTIFICATION REGARDING LOBBYING ATTACHMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

EXHIBIT B

tabbies

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)

Date: 5/1/2023 Dept/Budget Unit/Program #: 05-252

Dept/Agency/Program Name: Office of Business Development Purchase Order/Contract #: 2000745916

Agency/Program BA-22 # : 23149-APM Agency/Program Contract #: 23149-APM

Fiscal Year for this BA-22: 2022-23 (yyyy-yy) BA-22 Start/End Dates: 05/01/23 (Start Date) 04/30/24 (End Date) 6/30/23 KB

Multi-year Contract (Yes/No): YES *If "Yes", provide contract dates:* 05/01/23 (Start Date) 04/30/24 (End Date)

Zehnder Communications, Inc. (Contractor/Vendor Name) 721324835-00 (Contractor/Vendor No.) 0310055243

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 2- Website(s) and Digital Communication tools Identity. (Provide a statement of "Services Provided")

Contract Amendment (Yes/No): _____ Amendment Start/End Dates: _____ (Start Date) _____ (End Date)

Contract Cancellation (Yes/No): _____ Date of Cancellation: _____

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	$300,000.00	%	$350,000.00	18%
Interagency Transfers		%	$0.00	0%
Fees and Self Gen.	$595,058.00	%	$1,045,058.00	52%
Statutory Dedication	$104,942.00	%	$604,942.00	30%
Federal	$0.00	%	$0.00	0%
TOTALS	$1,000,000.00	%	$2,000,000.00	100%

Specify source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? *(Yes/No)*

If not, explain.

This information is to be provided at the Agency/Program Level

Name of GL /Category:	Other Charges
GL/Category Number:	5510400
Amount Budgeted:	$9,273,362.00
Amount Previously Obligated:	$5,838,614.85
Amount this BA-22:	$1,000,000.00
Balance:	$2,434,747.15

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: Kathy Blankenship
Name: Kathy Blankenship
Title: Deputy Undersecretary
Phone: 342-9658

Reviewed/Approved By: Anne G. Villa
Name: Anne G. Villa
Title: Undersecretary
Phone: 342-5437

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
2521022000	2520000000	5510400				$300,000.00
2521022000	2520000200	5510400				$595,058.00
2521022000	25200ED600	5510400				$104,942.00

Contractor Name and Address:
Zehnder Communications, Inc
365 Canal Street, Suite 480
New Orleans, LA
70130

Schedul3 16 (Yes/No)

ID# **721324835-00** **0310055243**

Contr. # **23149-APM**

Agency # **252**

Contract Dates: **05/01/23-04/30/24**

*Multi Year	Contract Year	Cost Center	GL Account	Fund Ctr.	Fund	MOF	$ Amount
	FY23	2521022000	5510400		2520000000	GF	300,000.00
	FY23	2521022000	5510400		2520000200	Self Gen	595,058.00
	FY23	2521022000	5510400		25200ED600	Stat Ded	104,942.00
	FY24	2521022000	5510400		2520000000	GF	50,000.00
	FY24	2521022000	5510400		2520000200	Self Gen	450,000.00
	FY24	2521022000	5510400		25200EDM00	Stat Ded	500,000.00

EDH **Louisiana Entertainment Development Fund R. S. 47:60007 (C) and R. S. 47:6007 (C) (4) (g)**
EDD **Major Events Incentives Fund R. S. 51:2365.1**
ED6 **Louisiana Economic Development Fund R.S. 51:2315**
EDR **Rapid Response Fund R.S. 51:2361**
EDM **Marketing Fund R.S.47:318**
MEGA **Louisiana Mega Project Development Fund R.S. 51:2365**
STB **Amnesty Fund R.S. 47:1565**

Total Contract **$2,000,000.00**

Short Description: Advertising services
Parish: Orleans
Contract Monitor: Mark Lorando
Type: CON

STATE OF LOUISIANA

La Dept of Economic Development

Vendor Number/Name/Address:
0310055243
ZEHNDER COMMUNICATIONS INC.
365 CANAL ST STE 480
NEW ORLEANS, LA 70130

PURCHASE ORDER
Number: 2000745916
Version: 1
Date Issued: 06/19/2023
Fiscal Year: 2023
Buyer: CHRISTINA OCMAND

Phone:
Email: christina.ocmand@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

Deliver To:
LED Office of Business Development
1051 North 3rd St
Baton Rouge, LA 70802

Invoice To Address:
La Dept of Economic Development
Fiscal - Business Development
PO Box 94185
Baton Rouge, LA 70804-9185

Ship To Contact:

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000297481
Bid Response Number:
Invitation to Bid:
Total Amount of PO: $2,000,000.00

Reference1: 23149-APM

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 SG M&C DELIVERY: N/A	N/A	N/A	N/A	595,058.00
2	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	104,942.00
3	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 GF M&C DELIVERY: N/A	N/A	N/A	N/A	300,000.00
4	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 GF M&C DELIVERY: N/A	N/A	N/A	N/A	50,000.00
5	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 SG M&C DELIVERY: N/A	N/A	N/A	N/A	450,000.00
6	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	500,000.00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL 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 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF $100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE:_____

Agency Administrative Officer

STATECIVILSERVICE

Contract Review – Agency Request Form

Revised: 03/18

FOR CIVIL SERVICE USE ONLY		
Effective Date of Contract	**Approval Date**	
	SCS Commission Approval (If required)	***SCS Approval (Initial and Date)***
Comments		

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL

Agency Name	**Personnel Area Number**	**Agency Number**
LED – (DED) Louisiana Economic Development	252 Office of Bus Dev	252

CONTRACT INFORMATION

Contract #	**Name of Contractor**
2000745916	Zehnder Communications, Inc.

Is this an amendment to an existing contract?		**If yes, OCR # (If applicable)**
Yes ☐	**No ☒**	

Start Date of Contract	**End Date of Contract/Amendment**	**Dollar Amount of Contract (Including Amendment)**
05/01/23	**04/30/24**	**$2,000,000.00**

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS

Provide a brief overview of services to be performed to include the following:

Services to be replaced/provided by a contractor:

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 2 – Website and Digital Communication Tools Identity

Advantages of contracting out services:

Project specific, contractor expertise

Justification for contracting out services:

Project specific - RFP

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES

Will this contract result in the removal of responsibilities from one or more classified state employees?

Yes ☐	**No ☒**

Will this contract establish a relationship wherein an employee or official of the state takes the following actions:

Determines the work hours of the person performing the contractual services	**Yes ☐**	**No ☒**
Determines the day to day duties of that person	**Yes ☐**	**No ☒**
Approves the absences from the work place of that person	**Yes ☐**	**No ☒**

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Employee Relations Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motived reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Anne G. Villa	05/09/23

Title of Appointing Authority
Undersecretary

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date
Anne G. Villa Digitally signed by Anne G. Villa Date: 2023.05.09 15:38:35 -05'00'	05/09/23

Title of Person Signing this Request
Undersecretary

Contact Information *(Human Resources Contact)*

Name			
Email		Phone Number	(###) ###-####

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
Louisiana Department of Economic Development, a/k/a Louisiana Economic Development (LED)

AND

CONTRACTOR NAME
Zehnder Communications, Inc.

CONTRACT NUMBER *(ISIS/LAGOV)*
PO# 2000074591 6

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation) Zehnder Communications, Inc.		**FEDERAL EMPLOYER TAX ID NUMBER** On File **STATE LDR ACCOUNT #** On File
STREET ADDRESS 365 Canal Street, Suite 480		**TELEPHONE NUMBER** 504-558-7778
CITY New Orleans	**STATE** Louisiana	**ZIP CODE** 70130

On this 1st day of May, 2023, the State of Louisiana, through **Louisiana Department of Economic Development,** also known as **Louisiana Economic Development (LED)**, an Agency of the State of Louisiana, located at the LaSalle Building, 617 North 3rd Street., P.O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as the "Using Agency"), and **Zehnder Communications, Inc.** located at 365 Canal Street, Suite 480, New Orleans, LA 70130 (hereinafter sometimes called "Contractor") do hereby enter into a contract under the following terms and conditions.

1.0 DEFINITIONS

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

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

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

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

TERM OF CONTRACT
This Contract shall begin on **May 1, 2023**, and shall end on **April 30, 2024**. The State has the right to extend this Contract up to a total of thirty six (36 months) with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term, not to exceed the CPI. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT
In consideration of the services required by this Contract, the Using Agency hereby agrees to pay to Contractor a maximum fee of **$2,000,000.00**. Payments are predicated upon successful completion of the services described in Description of Services and deliverables described in the Acceptance of Deliverables section; receipt of an invoice; and written approval of LED's Contract Monitor, Mark Lorando, Communications Director, Marketing & Communications.

The Using Agency shall make every reasonable effort to make payments within 25 business days of receiving an invoice. Contractor shall comply with the Division of Administration General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS
No compensation or payment of any nature shall be made in advance of the services in the Description of Services section being performed and/or in advance of deliverables in the Acceptance of Deliverables section being furnished, unless allowed by law.

GOALS AND OBJECTIVES
Goals: Contractor agrees to provide assistance to LED in developing and executing a strategic digital marketing and communication program for LED, to help LED achieve its objectives through the creation and execution of digital marketing initiatives and communication strategies to provide the State greater access to the most creative, innovative and effective methods as more particularly set forth in the **Scope of Work**.

Objectives: Contractor agrees to participate in a working relationship with LED, a firm that will cooperate other firms, as needed, and LED staff to establish vision and goals for the promotion of the State's economic development program; to provide support to the State in developing and executing a strategic marketing and communication program; and to provide a relationship whereby LED and the Contractor will cooperate, work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message.

DESCRIPTION OF SERVICES
Contractor agrees to furnish services to the Using Agency related to Component 2-Website(s) and Digital Communication Tools Identity as specified in this Section and Attachment I, which is incorporated herein by reference and includes a fuller description of the scope of services, including a Statement of Work and Contractor Personnel Requirements and Hourly Rates.

Component 2: Website(s) and Digital Communication Tools

Contractor for Component 2 will be the lead agency for the enhancement, development, design, integration and support for LED Website's, including but not limited to the LED main website (http://www.OpportunityLouisiana.com), the LED Entertainment website (https://louisianaentertainment.gov/), the Louisiana Life Sciences website (https://www.louisianalifesciences.com), the Louisiana Rural Evolution website (https://www.laruralevolution.com), the Louisiana E-Commerce website (https://lasmallbizonline.com), the Louisiana Loan Guaranty Program website (https://www.ledbizloan.com), the FastStart website (https://faststart.opportunitylouisiana.com), the Annual Report website (URL TBD), and any other websites not listed specifically, including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media). The current technical environment for LED Websites can be found in ATTACHMENT II.

QUALITY ASSURANCE REVIEWS

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

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Additionally, Contractor will be required to provide the Using Agency required regular reporting outlining action taken against the marketing strategic plan ("Progress Reports") for Component 2. The Using Agency will provide monthly performance reports to the Contractor showing satisfaction of deliverables in accordance with Using Agency's contract monitoring policy and procedures.

ACCEPTANCE OF DELIVERABLES

Deliverables specified in the Statement of Work shall be submitted, reviewed, and accepted according to the following procedure:

A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in Using Agency-approved documents.

B. *Submittal and Review.* Contractor shall provide written notification to the LED Contract Monitor that a Deliverable is completed, and available for review and acceptance.

   Upon Contractor's written notification, the LED Contract Monitor shall review the Deliverable within 10 business days. Within this period, the LED Contract Monitor shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the 10 business days, the LED Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable. Alternatively, the LED Contract Monitor may, within 10 days of receiving a Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

D. *Resubmitting Deliverables.* A rejected deliverable shall be resubmitted within the time period specified in writing by the LED Contractor Monitor. Contractor shall provide written notification to the LED Contract

Monitor when the Contractor resubmits a Deliverable for acceptance. The LED Contract Monitor shall review the resubmitted Deliverable within five (5) business days of receipt of the written notification. A resubmitted Deliverable shall be considered accepted unless, within this period, the LED Contract Monitor notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the LED determines that the Contractor has breached the Contract and places the Contractor in default. Alternatively, the LED Contract Monitor may, within 5 days of receiving a resubmitted Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

TERMS OF PAYMENT

In consideration of the services described above, the state hereby agrees to pay the Contractor a maximum fee not to exceed the total amount of **$2,000,000.00**, for the twelve (12) month period of this Agreement. The total billings for all services and expenses covered by this Agreement shall not exceed the total amount stated above. Payment will be made in accordance with Attachment I – Statement of Work and Contractor Personnel Requirements and Hourly Rates. Payment will be made only on the approval of Contractor's invoices by LED's Contract Monitor.

If progress and/or completion of the Contractor's services to the reasonable satisfaction of the State is obtained, payment of the sums stated above shall be made to the Contractor by LED on a monthly basis. Any payments/reimbursements which may be due under this contract will be allowed only for charges/expenditures occurring between and including the dates of May 1, 2023, and April 30, 2024, and this project and all of the Contractor's services shall be completed by that date. The Contractor may not charge a fee for the preparation or processing of Contractor's invoices and administrative functions should not exceed twenty-five percent (25%) of total billings. The Contractor's submission of each such invoice shall constitute a certification from the Contractor that all services required in connection with this Agreement for the time period reflected in the invoice have been fully performed and completed justifying the requested payment.

Travel expenses, if any, shall be included as part of the **$2,000,000.00** maximum fee to be reimbursed only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts (supporting documentation) for any reimbursable travel expenses must be provided to LED for review, approval and reimbursement.

The Contractor may submit invoices upon assurance that invoices and any backup documentation is in accordance with the Department's Marketing & Communications Budget Policy. Payments are predicated upon successful completion by the Contractor and written approval by the State of the described tasks and deliverables as provided herein and in the Statement of Work. Periodic payments will be made to the Contractor after receipt, acceptance and written approval of the Contractor's requests for payment on invoices for that portion of the services that have been performed and written approval by LED of the Contractor's invoices. The Contractor's submission of each such invoice shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in the invoice have been fully performed and completed justifying the requested payment. All invoices must be itemized, and must contain a copy of the "Task Order" or other authorization or approval issued by LED which initiated and authorized the project. All original documentation supporting the invoices shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated.

The State shall make every reasonable effort to make payments within 30 business days of receiving an invoice. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract.

Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

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

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF LED's Contract Monitor and may be delayed for failure to timely submit Progress Reports.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION
During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL
LED shall have the right to request a substitution of personnel upon written articulation of the reason(s) for the substitution, which substitution will not be unreasonably delayed by the Contractor. The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the Using Agency Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. The Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays to the Project Work Plan.

STATE FURNISHED RESOURCES
The State shall appoint a Project Manager, also called a Contract Monitor, for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager or Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

TAXES
Contractor shall be responsible for payment of all applicable taxes due as a result of the funds received under this contract.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

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

TERMINATION

Termination For Bad Acts
The State has the right to terminate this Contract immediately if the State determines any of the following: (a) misrepresentation by the Contractor; (b) fraud, collusion, conspiracy or other unlawful means by the Contractor in obtaining or performing any contract with the State; (c) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (d) intentional violation by the Contractor of the Louisiana Procurement Code (La. R.S. 39:1551, et seq.) and its corresponding regulations; (e) any listed reason for debarment of the Contractor under La. R.S. 39:1672; or, (f) any violation by the Contractor of this Contract's Non-Discrimination provision

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

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

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

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

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

REMEDIES FOR DEFAULT
Any claim or controversy arising out of this Contract which cannot first be resolved between the parties shall be resolved under the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to the Information Technology Procurement code (La. R.S. 39:196-200) and its corresponding rules and regulations; the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations; and executive orders. After exhaustion of administrative remedies, any action with regard to this Contract shall be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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

OWNERSHIP OF WORK PRODUCT
All software, source code, systems, processes, services, data, records, reports, documents, data files, worksheets, or any other materials obtained, prepared, or developed under this Contract are exclusively-owned property of the State. In addition, all software and customizations developed under this Contract are exclusively-owned property of the State. Contractor, at its expense, shall deliver this property to the Using Agency at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the Using Agency.

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

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

SANITIZATION OF STATE DATA/RECORDS IN CONTRACTOR'S CUSTODY
At all times, including when the Contractor implements new hardware as well as at termination or expiration of this Contract and after the State's data and records have been delivered to the Using Agency, Contractor shall comply with the Louisiana Office of Technology Services Information Security Policy (Information Security Policy) at https://www.doa.la.gov/doa/ots/about-us/infosec/ and the Data Sanitization Standard at https://www.doa.la.gov/media/ofemaenv/data_sanitization_policy.pdf, an appendix to the Information Security Policy and attached to this Contract as Attachment III – Data Sanitization Standards and Requirements Attachment.

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

CONTRACTOR'S COOPERATION
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

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

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

An assignment shall not diminish the State's rights or the Contractor's responsibilities and obligations under this Contract. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

RIGHT TO AUDIT

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

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

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

OUTSOURCING OF KEY INTERNAL CONTROLS

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

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

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

SECURITY MONITORING AND ASSURANCES

The Contractor and its subcontractors and/or vendors shall maintain safeguards and take commercially reasonable technical, physical, and organizational/administrative precautions to ensure that the State's data is protected from unauthorized access, use, and disclosure, in accordance with the State's current and published Information Security Policy found at http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx. The Contractor shall implement and maintain safeguards and monitoring plans to detect unauthorized access to or use of confidential information and any attempts to gain unauthorized access to confidential information. The Contractor and its subcontractors and/or vendors shall provide the Contract Supervisor and Louisiana's Information Security

Team at 1.844.692.8019 (open 24 hours a day, 7 days a week) with notification within forty-eight (48) hours of learning of any Security Event, as defined within the OTS Information Security Policy.

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

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

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NON-DISCRIMINATION

Contractor shall abide by the requirements of the following, as applicable and as amended: the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; Americans with Disabilities Act of 1990; and Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

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

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope

of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

PUBLIC RECORDS ACT

Pursuant to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.), all proceedings, records, contracts, and other public documents relating to this Contract shall be open to public inspection. Contractor is reminded that while trade secrets and other proprietary information submitted to the State may not be subject to public disclosure, protections must be claimed by the Contractor. The Contractor shall clearly designate parts of materials that contain a trade secret and/or privilege or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure.

Contractor must be prepared to defend the reasons why the material should be held confidential. By submitting materials with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Contractor agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.
The State reserves the right to make any submitted documents, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its review and negotiation of Contract terms.

PUBLIC RECORD REQUESTS

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

AMENDMENTS

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

PROVISIONS REQUIRED BY LAW

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

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prohibit the use of public funds for the dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

ANTI-KICKBACK CLAUSE

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

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

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with La. R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

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

LIABILITY AND INDEMNIFICATION

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

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

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

Intellectual Property Indemnification
Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other

liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

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

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

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

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

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

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

REQUIRED INSURANCE
Contractor shall have all required insurance as specified in the Insurance Requirements for Contractors Attachment. The required insurance shall be effective for the duration of this Contract. The cost of such insurance shall be included in the maximum contract amount.

For insurance requirements, refer to Attachment IV.

LICENSES AND PERMITS
Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to perform the work under this Contract.

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

NO THIRD PARTY BENEFICIARIES
This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The Using Agency and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract. The services under this Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the Using Agency and the Contractor. This provision does not affect the indemnity and insurance obligations under this Contract.

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

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

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

HEADINGS
Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

AMBIGUOUS TERMS
Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this contract or any amendment to this contract.

SEPARATE COUNTERPARTS
This contract may be executed in several separate counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same contract.

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

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

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

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

FEDERAL REQUIREMENTS

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

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

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

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

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

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

NO PERSONAL LIABILITY OF REPRESENTATIVES

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

LEGAL AUTHORITY

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

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

Electronic Transaction; Electronic Signatures

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

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

Zehnder Communications, Inc., Contractor

By: Jeff Zehnder 04/27/2023
Signature (Date)
Printed Name: Jeffrey S. Zehnder
Title: CEO

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

Louisiana Department of Economic Development

By: Anne G. Villa (Apr 27, 2023 20:16 CDT) 04/27/2023
Signature (Date)
Printed Name: Anne G. Villa
Title: Undersecretary

LED Contract Monitor:

By: Mark Lorando (Apr 27, 2023 16:13 CDT) 04/27/2023
Signature (Date)
Printed Name: Mark Lorando
Title: Communication Director, Marketing & Communications

Attachment I – Statement of Work and Contractor Personnel Requirements and Hourly Rates

SCOPE OF SERVICES

Contractor shall perform services according to the Description of Services in the terms of this Contract and according to this Statement of Work (SOW) and the Description of Services/Tasks shown below:

DESCRIPTION OF SERVICES/TASKS

Component 2: Website(s) and Digital Communication Tools.

The Contractor is required to perform some or all of the services listed below. Projects will be executed under this contract by a Task Order from LED. The project plan provided by the Contractor to LED will include, timelines, roles, responsibilities, and hourly rates resulting in a flat fee. Projects will be compensated based on the flat fee regardless of hourly time accrued.

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

   Service Level Agreement Criteria— LED requires high standards of performance from a Tier 3 data center. LED Websites must:
      i. Be available, staffed with technicians, and accessible 24 hours a day, 7 days a week, and 365 days a year.
      ii. Have fast servers, network components, and data circuits so 98% of web access requests are addressed within .25/sec (server/internal).

iii. Have single or multiple Tier 1 high speed, low latency data circuits with data circuit network redundancy ensured by additional OC-48, OC-12, OC-3, or T3 failover circuits.
iv. Consistently load up to 200 successful web connections per minute regardless of local data center load.
v. Data center network and circuit speed measured through **www.broadband.gov** must be consistently 5 mbps up/down or faster, regardless of local data center load.
vi. Run monthly reports that summarize weekly service metrics identified above.
vii. Scheduled backups shall be performed daily with any necessary assistance from data center technicians at mutually agreed upon time.
viii. Maintain physical, system, and operational security consistent with Tier 3 secure data centers.
ix. All materials, files, executables, coding, databases and designs as it pertains to the development, design, enhancement, integration and support of existing LED website, including related portals, content management tools, web applications and databases, and digital communication tools when purchased or created as part of compensated services, or licensed by LED, will be fully owned or fully licensed by LED and must be provided to LED upon request.
x. Provide detailed training of all portals, content management tools, web applications and databases and digital communication tools at time of onboarding, updating and/or upon LED request.

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

2. Support/response time

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

one hour or less; over weekends for incidents such as main website down, expected response time to be provided by Led.

3. Technical Services and Requirements for Component 2 Services

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

The Contractor must also:

a. Provide and maintain all current business requirements documentation.
b. Ensure hosting and content management systems' continued functionality are appropriate for changing technology and are standard operating systems/software.
c. Maintain LED department and technical standards in all work performed for the State.
d. Provide training (in-person/virtual training if requested) to appropriate LED staff for maintenance and content management functions.
e. Produce and maintain written manual with directions for performing basic and regular maintenance items on website and digital communication tools. These files should be kept in an agreed upon sharefile location where LED always has access. After major system updates, the manuals should be current within seven (7) days of implemented changes.
f. Provide 24-hours per day support, 7 days per week, and 365 days per year, for the website, including related databases, content management tools, portals, web applications and related systems, and digital communication tools during the Contract period. Response time for support shall be within one hour or less during normal business hours (Monday through Friday, 8 A.M. to 5 P.M.); or if request for support is received on Monday-Thursday outside of normal business hours, response time shall be within one hour (by 9:00 A.M.) on the next business day; if request for support is received on Friday-Saturday outside of normal business hours, response time for support will be within eight hours on the next calendar day (by 4:00 P.M.); or if request for support is received on Sunday, response time for support shall be within one hour (by 9:00 A.M.) on the next business day. In any emergency situation requiring mission critical response time, the response time shall be within one hour or less; over weekends for incidents such as main website down, expected response time to be provided by LED.

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

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

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

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

CONTRACTOR PERSONNEL REQUIREMENTS, OTHER RESOURCES AND HOURLY RATES ATTACHMENT

1.0 PROJECT MANAGEMENT
Contractor shall provide the following project management functions:

A. *Project Management* - Contractor shall provide day-to-day project management using best management practices for all tasks and activities identified in the *Statement of Work Attachment*.

B. *Project Work Plan* - Contractor shall develop and maintain a Project Work Plan. The Project Work Plan shall identify: activities/tasks to be performed, project personnel requirements (both Using Agency and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates, and scheduled completion dates for each deliverable. No project payments shall be made before the Using Agency approves the Project Work Plan. Amendments to the Project Work Plan require written concurrence of both parties.

C. *Project Progress Reports* - Contractor shall provide regular reporting outlining action taken against the marketing strategic plan. Each Project Progress Report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the next reporting period, and issues requiring management attention, particularly those that may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each Project Progress Report shall identify activities by reference to the Project Work Plan.

D. *Time Sheets* - Contractor shall submit time sheets for itself and its subcontractor(s) to the Using Agency Project Director with each monthly invoice. Time sheets shall, at a minimum, identify the name of the individual performing the work, the work performed, and the number of hours worked during the period by the Project Work Plan task.

E. *Issue Control.* Contractor shall develop and implement, subject to Using Agency approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

CONTRACTOR RESOURCES
Contractor agrees to provide the following Contract related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed below.

CONTRACTOR PERSONNEL
Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the Using Agency. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. The Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Core services:	Hourly rate:
Copywriter	$185
Proofreader	$115
Graphic designer	$150
Interactive designer	$185
Production services	$175

Supervisory services:	Hourly rate:
Graphic designer supervisor	$200
Interactive design supervisor	$295
Account services	$175
Account manager	$200
Project manager and traffic	$175

Administrative services:	Hourly rate:
Accounting services	$75
Administrative services	$225

ATTACHMENT II – CURRENT TECHNICAL ENVIRONMENT FOR LED WEBSITES

Sitefinity Website Hosting
Microsoft Azure Cloud Hosting
Operating System: Windows Server 2022 Datacenter Azure Edition
Web Server: Internet Information Systems (IIS) and ASP
Database: SQL Server 2019
Backups: Point in Time (1 day) + Daily (7 day) + Weekly (4 weeks) + Monthly (3 years)
Version Control: Git
Builds and Deployments: DeployHQ
Uptime Monitoring: 24x7 with Pingdom
CDN: CloudFlare
Tier 3 Data Center: 99.982% uptime, No more than 1.6 hours of downtime per year, N+1 fault tolerant providing at least 72-hour power outage protection

Webflow Managed Website Hosting
AWS CloudFront and Fastly CDN
SOC2, Type I certified
Automated Security Patching, Backups and Scaling

WordPress Website Hosting Dedicated Plan - WP Engine
Capacity for up to 50 live sites.
Fully Managed Google Cloud C2 Infrastructure.
Site Monitoring
100GB SSD Storage
SLA : 99.99%

Website Applications
Mapbox
YouTube/Vimeo Hosted Player

Content Management System & Email Deployment System
Sitefinity CMS **12.2** (Online Marketing Edition)
Custom Sitefinity MVC Widgets & Modules
Webflow CMS
WordPress 6.1
MailChimp (Dedicated IP for Email)

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

Attachment III – Data Sanitization Standards and Requirements
[insert PDF upon finalization for signature]

ATTACHMENT IV - INSURANCE REQUIREMENTS FOR CONTRACTORS

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers Compensation coverage only.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims- made form is unacceptable.
3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. **Professional Liability (Errors and Omissions)**
   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this contract. The policy shall provide an extended reporting period of not less than 36 months, from the expiration date of the policy, if the policy is not renewed. This obligation survives the termination, by expiration or otherwise, of this Contract.
5. **Cyber Liability**
   Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages
    a. The Using Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Using Agency.
    b. The Contractor's insurance shall be primary as respects the Using Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Using Agency shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Employers Liability Coverage
   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Using Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Using Agency.
3. All Coverages
    a. All policies must be endorsed to require 30 days written notice of cancellation to the Using Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Using Agency of policy cancellations or reductions in limits.
    b. The acceptance of the completed work, payment, failure of the Using Agency to require proof of compliance, or Using Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
    c. The insurance companies issuing the policies shall have no recourse against the Using Agency for payment of premiums or for assessments under any form of the policies.
    d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Using Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

2. The Certificate Holder Shall be listed as follows:
   State of Louisiana
   Louisiana Department of Economic Development, Its Officers, Agents, Employees and Volunteers
   Address: LaSalle Bldg., 617 North 3rd Street, 11th Floor, Baton Rouge, LA. 70802
   Project or Contract #: (To Be Obtained).
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Using Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Using Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

CERTIFICATION REGARDING LOBBYING ATTACHMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Jeff Zehnder

Signature of Contractor's Authorized Official

Jeff Zehnder CEO

Name and Title of Contractor's Authorized Official

04/27/2023

Date

23149-APM ZCOMM_Component 2_LED_MarCommContract

Final Audit Report 2023-04-28

Created:	2023-04-27
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdUSnbHxrz1MKjVNHsd9oZj4GfnwYe5HV

"23149-APM ZCOMM_Component 2_LED_MarCommContract" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2023-04-27 - 9:36:51 PM GMT- IP address: 159.39.101.2

Document emailed to Jeff Zehnder (jzehnder@z-comm.com) for signature
2023-04-27 - 9:40:56 PM GMT

Email viewed by Jeff Zehnder (jzehnder@z-comm.com)
2023-04-27 - 9:41:07 PM GMT- IP address: 104.47.56.126

Document e-signed by Jeff Zehnder (jzehnder@z-comm.com)
Signature Date: 2023-04-27 - 9:41:19 PM GMT - Time Source: server- IP address: 173.30.122.116

Document emailed to mark.lorando@la.gov for signature
2023-04-27 - 9:41:20 PM GMT

Email viewed by mark.lorando@la.gov
2023-04-27 - 9:41:25 PM GMT- IP address: 174.64.20.118

Signer mark.lorando@la.gov entered name at signing as Mark Lorando
2023-04-27 - 9:43:18 PM GMT- IP address: 174.64.20.118

Document e-signed by Mark Lorando (mark.lorando@la.gov)
Signature Date: 2023-04-27 - 9:43:20 PM GMT - Time Source: server- IP address: 174.64.20.118

Document emailed to Anne Villa (anne.villa@la.gov) for signature
2023-04-27 - 9:43:21 PM GMT

Email viewed by Anne Villa (anne.villa@la.gov)
2023-04-28 - 1:15:59 AM GMT- IP address: 159.39.101.2

Adobe Acrobat Sign

Document e-signed by Anne Villa (anne.villa@la.gov)

Signature Date: 2023-04-28 - 1 16 29 AM GMT - Time Source: server- IP address: 159.39.101.2

Agreement completed.

2023-04-28 - 1:16:29 AM GMT

Adobe Acrobat Sign

CHECKLIST FOR COMPLIANCE
Zehnder Communications, Inc.
Contract No. 23149-APM
PO # 2000745916
May 01, 2023 – April 30, 2024

Description of Contract Requirements/Documentation to be provided to DED

The contractor agrees to provide the following services:

_____ Enhancement, development, design and integration and support for LED's existing website and LED's entertainment website, including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media)

PAYMENT AGREEMENT:

_____ The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED under this agreement shall not exceed the sum of Two Million Dollars ($2,000,000.00). Payment will be made upon receipt of an invoice and approval of the contract monitor and/or agency head

I certify that the above referenced contractor has met the following:

____ 1. Furnished this agency with the agreed deliverables within the specified contract time frame

____ 2. That these deliverables adhere to the form and content specified in the contract with this department.

____ 3. Has furnished this department with an accurate invoice for services and supporting documentation according to the payment schedule established in their contract.

____ 4. The above referenced deliverables meet the standards and intent set up in that contract.

_____ _____
Agency Contract Monitor and/or Agency Head Date

_____ _____
2nd Level Approval*Date

_____ $ _____
Invoice/Date Amount

*If applicable, please refer to last page of contract monitor policy

Agency # 23149-APM

SC # 1000297481

PO # 2000745916 5/10

CS

LOUISIANA ECONOMIC DEVELOPMENT
OFFICE OF MANAGEMENT AND FINANCE

URGENT - CONTRACTUAL AGREEMENT
IN-HOUSE ROUTING
PROCESS TO THE NEXT LOCATION ON THE LIST

CONTRACT/AGREEMENT ROUTING SLIP

Office: Marketing

Contractors: Zehnder Communications, Inc.

Type Service: CON

Contract Amount: $2,000,000.00 TERMS: 5/1/23 - 4/30/24

	Initials Reviewed/ Approved	Initials Reviewed/ Disapproved	Date
Contract Monitor	M. Lorando		4/27
Contract Reviewer*	CO		4/28
Fiscal Director	KA		5/1/23
Legal	N/A		
Undersecretary	N/A Electronic		

~~Cert~~
~~CS - LAV s/a~~
~~Cover~~
~~Resume~~
~~VPD~~

RECEIVED
APR 28 2023
CONTRACTS/GRANTS REVIEWER

RECEIVED
APR 27 2023
CONTRACTS/GRANTS REVIEWER

LED | LOUISIANA ECONOMIC DEVELOPMENT

John Bel Edwards
Governor

Don Pierson
Secretary

May 10, 2023

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Office of State Procurement
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Contract for Approval
Zehnder Communications, Inc.

Dear Ms. Rice:

Enclosed is a contract between the Department of Economic Development and Zehnder Communications, Inc. listed below for your approval.

AGENCY CONT. NUMBER	CONTRACTOR
Agency # 23149-APM PO # 2000745916	Zehnder Communications, Inc.

Thank you for your continued assistance. If you have any questions, please call me at 342-4071.

Sincerely,

Christina Ocmand
LED Contracts Reviewer

Enclosures

LOUISIANA ECONOMIC DEVELOPMENT

John Bel Edwards
Governor

Don Pierson
Secretary

May 10, 2023

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Office of State Procurement
Division of Administration
Post Office Box 94095
Baton Rouge, LA 70804-9095

Dear Ms. Rice:

In reference to the attached contract, I do certify the following:

1. Either no employee of our agency is available to perform the services called for by the proposed amendment or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis;

2. The services are not available as a product of a prior or existing professional, personal, consulting, or social services contract;

3. When applicable, the requirements for consulting or social services contracts, as provided for under Louisiana Revised Statutes Title 39:1595B, have been complied with.

4. Louisiana Economic Development has developed and fully intends to implement a written plan providing for:
   a. the assignment of Mark Lorando as a monitoring and liaison function;
   b. the periodic review of interim reports or other indicia of performance to date; and
   c. the ultimate use of the final product of the services.

5. If applicable, a cost-benefit analysis (for any proposed professional, personal, consulting, or social service contract that exceeds fifty thousand dollars and has a term of more than six months) has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and long-term analysis and is available for review.

6. If applicable, the cost basis for the proposed contract is justified and reasonable.

7. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided are contained in the proposed contract.

8. An inquiry has been conducted to determine if the contract outsources a key internal control of the agency. The results have been documented in the agency's files and are available for review, upon request. If warranted, the RFP and contract have included provisions which address the need for assurances and/or monitoring of the key internal control.

9. The Board of Regents has been notified in accordance with R.S. 39:136 of services that are the type readily susceptible of being performed by persons who are employed by or who are students of a postsecondary institution of the state.

Sincerely,

Christina Ocmand
LED Contracts Reviewer

DocuSign Envelope ID: 16C1A718-AD64-45FF-957A-ACC9B648F6DD

ZEHNDER
Baton Rouge Nashville New Orleans
365 Canal Street, Suite 480 • New Orleans, LA 70130
z-comm.com

RESOLUTION OF THE BOARD OF DIRECTORS

OF

ZEHNDER COMMUNICATIONS, INC.

By this resolution, the board members of ZEHNDER COMMUNICATIONS, INC., do hereby authorize **Jeffrey S. Zehnder**, acting as **CEO**,

TO SIGN ON BEHALF OF THE CORPORATION, by his signature, to enter any and all contractual obligations on behalf of the corporation.

Executed by:

DocuSigned by: Henry Chassaignac — Henry Chassaignac	Director — Title	5/16/2023 — Date
DocuSigned by: William Gilbert — William Gilbert	Director — Title	5/16/2023 — Date
DocuSigned by: Dave Maher — Dave Maher	Director — Title	5/16/2023 — Date
DocuSigned by: — Jennifer Boneno	Director — Title	5/16/2023 — Date

1.9.7 PROPOSED STAFF QUALIFICATIONS



JEFF ZEHNDER
CHIEF EXECUTIVE OFFICER

BACKGROUND

Since he began his career in marketing, Jeff has had one goal – to change the advertising industry. The agency's mission to "do great work, make a difference, earn a fair profit and have fun" has been Jeff's mantra from day one. He believes that great strategy and great creative must drive everything an agency produces and that everything we produce must deliver results. Jeff also believes in innovation. He pushes the agency to seek out and test new technologies and to determine how new technologies can serve our clients' marketing efforts.

RELEVANT EXPERIENCE

Since 1989, Jeff's career has focused on helping grow businesses and brands across the spectrum of industries that include technology, healthcare, hospitality/tourism, financial services, insurance, education, and industrial development. He has been intimately involved in strategic planning for Zehnder's work with many of Louisiana's largest companies, including both publicly-traded and private companies. This includes work with Louisiana Economic Development, Entergy, Origin Bank, Amedisys, Blue Cross Blue Shield, Danos, Turner Industries and Newtron Group in Louisiana, to name a few. He also applies his experience in strategic planning through community involvement in projects like the Seaside Institute.

EDUCATION

Louisiana State University, 1989
Bachelor of Science: Marketing/Business Administration

Guest Professor, 2001
A.B. Freeman School of Business, Tulane University

Guest Professor, 2011-2014
E.J. Ourso College of Business, Louisiana State University

1.9.7 PROPOSED STAFF QUALIFICATIONS



JEFF'S BIO CONTINUED...

WORK HISTORY

1996 - Present:	Zehnder Communications, CEO
1993 - 1996:	Lord Breen Fernandez, Marketing/Business Development
1990 - 1993:	Bauerlein Advertising, Account Supervisor
1987 - 1990:	Gus Weill, Inc./Weill & East Advertising, Account Executive

ROLE & RESPONSIBILITIES

As CEO, Jeff acts as a sounding board for all departments within the agency. Jeff's tenure as a strategist will be valuable to LED and Zehnder's team for integrated communications.

PLANNED LEVEL OF EFFORT

Jeff expects to spend 5% of his time on the LED account.

ANTICIPATED DURATION OF INVOLVEMENT

Jeff will play an active role for the duration of the relationship.

ON-SITE AVAILABILITY

Jeff is based in our New Orleans office and is available as needed for any in person LED meetings and presentations with appropriate notice.

1.9.7 PROPOSED STAFF QUALIFICATIONS



ANN EDELMAN

VICE PRESIDENT OF PUBLIC RELATIONS & MEDIA

BACKGROUND

Ann has more than 35 years of experience in public relations and media. She has guided clients in building and protecting their brands through integrated marketing, public relations, media relations, issues management and crisis communications. As Vice President of Public Relations and Media, Ann maximizes client opportunities for both earned and paid media. Ann has numerous honors including national promotion awards on behalf of Pepsi-Cola USA and multiple Telly awards.

RELEVANT EXPERIENCE

Ann has broad experience developing executions that support clients in sectors including economic development, health care, financial, insurance, hospitality, tourism as well as food and beverage. In addition, Ann has overseen the LED public relations account since 2019, working on projects focused on water management, Life Sciences, FastStart, annual reports, key messaging and issues management. She has also helped lead the complete reworking of media outreach lists and development of the messaging playbook concept.

Prior to joining the agency, Ann spent several years as the operations manager for a top-rated news-talk radio station. A frequent presenter on crisis communications, she is sought routinely for help with tough news scenarios including regulatory violations, high-profile litigation, diversity issues, workplace accidents and natural disasters.

EDUCATION

Louisiana State University, 1979
Bachelor of Science: Communications Theory

Louisiana State University, 1981
Masters of Science: Communications Theory

1.9.7 PROPOSED STAFF QUALIFICATIONS



ANN'S BIO CONTINUED...

WORK HISTORY

2006 - Present:	Zehnder Communications, Vice President of Public Relations & Media
1989 - 2006:	Edelman Advertising, Owner
1993 - 1996:	WJBO Newsradio, Operations Manager
1981 - 1989:	Weill and East/Gus Weill Inc., Media Buyer, Media Director, Account Executive, Vice President

ROLE & RESPONSIBILITIES

As Vice President of Public Relations & Media, Ann will oversee integrated management of the account and lead public relations efforts.

PLANNED LEVEL OF EFFORT

Ann expects to spend 70% of her time on the LED account.

ANTICIPATED DURATION OF INVOLVEMENT

Ann will play an active role for the duration of the relationship.

ON-SITE AVAILABILITY

Ann is based in our Baton Rouge office and is available as needed for any in-person LED meetings and presentations.

1.9.7 PROPOSED STAFF QUALIFICATIONS



HENRY CHASSAIGNAC

PRESIDENT/EXECUTIVE CREATIVE DIRECTOR

BACKGROUND

Henry is responsible for our agency's overall product, integrating Zehnder's multiple disciplines to provide clients with a full spectrum of marketing and communications services. During his time at Zehnder, Henry has developed award-winning campaigns for a wide array of clients in industries including economic development, utilities, healthcare, tourism, and financial. With more than 30 years of experience, Henry has won four national level ADDY® awards, several HSMAI Platinum awards and numerous AAF best of show trophies. He also led the Visit South Walton team in developing the Chicago-based brand activation event that received The Henry Flagler award, which is the highest honor awarded by Florida tourism marketing.

RELEVANT EXPERIENCE

Henry's creative experience spans several industries that LED touches, from energy to automotive to entertainment. He has led our creative team on award-winning projects for Mississippi Power, Entergy, Visit South Walton and Visit Baton Rouge, aligning creative efforts with these clients' strategic goals to create impactful campaigns. During his time at Zehnder, Henry has also overseen creative work for Amedisys, Green River Distillery, Sazerac, Sumitomo Corporation, Louisiana Department of Health, New Orleans Sports Foundation, Louisiana Seafood and Origin Bank, among others.

Henry is based in our Nashville office and is available to attend any in-person LED meetings and presentations with appropriate notice. Henry will allocate 10% of his time to LED and as an agency leader will be involved at a high level for the duration of the partnership.

EDUCATION

University of Alabama, 1990
Bachelor of Arts: Communications, Advertising and Public Relations

1.9.7 PROPOSED STAFF QUALIFICATIONS



HENRY'S BIO CONTINUED...

WORK HISTORY

2010 - Present:	Zehnder Communications, President/Executive Creative Director
2005 - 2009:	BumperCar Advertising & Design, Founder/Creative Director
1999 - 2005:	Zehnder Communications, ACD/Senior Copywriter
1997 - 1999:	PacifiCorp, Creative Director
1995 - 1997:	Fish Advertising, Senior Copywriter
1991 - 1995:	Huntsman Entertainment, Senior Writer/Producer
1990 - 1991:	The Gowland Group, Copywriter/Production Coordinator

ROLE & RESPONSIBILITIES

As President/Executive Creative Director, Henry will oversee department heads of Zehnder as they manage all aspects of the approved scope of work for LED. Additionally, he will ensure the creative product for LED is on strategy.

PLANNED LEVEL OF EFFORT

Henry expects to spend 10% of his time on the LED account.

ANTICIPATED DURATION OF INVOLVEMENT

Henry will remain involved for the duration of the relationship.

ON-SITE AVAILABILITY

Henry is based in our Nashville office and is available for any in-person LED meetings and presentations with appropriate notice.

Vendor Profile Data

Company Data		
Company Name / Full Name	ZEHNDER COMMUNICATIONS INC.	
Vendor ID	310055243	
Domicile / Physical Address	Street Address	365 CANAL ST STE 480
	City	NEW ORLEANS
	State	LA
	Parish/County	ORLEANS
	Zip Code	70130
	Country	US
Business Type	S Corporation	
Publicly Traded	No	
All applicable federal, state, and payroll taxes have been paid and are current	Yes	

Leadership and Governance Data	
Owners	Jeffrey Zehnder John Elstrott William Gilbert Henry Chassaignac David Maher Shea Duet Jennifer Boneno Robert Hudak Craig Shultz Shawn Bailly
Board of Directors	Jeffrey Zehnder Henry Chassaignac Jennifer Boneno William Gilbert
Corporate Officers	Jeffrey Zehnder Henry Chassaignac

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.87
Percent Ownership by Veterans		11.30
Percent Ownership by Louisiana Residents		86.96

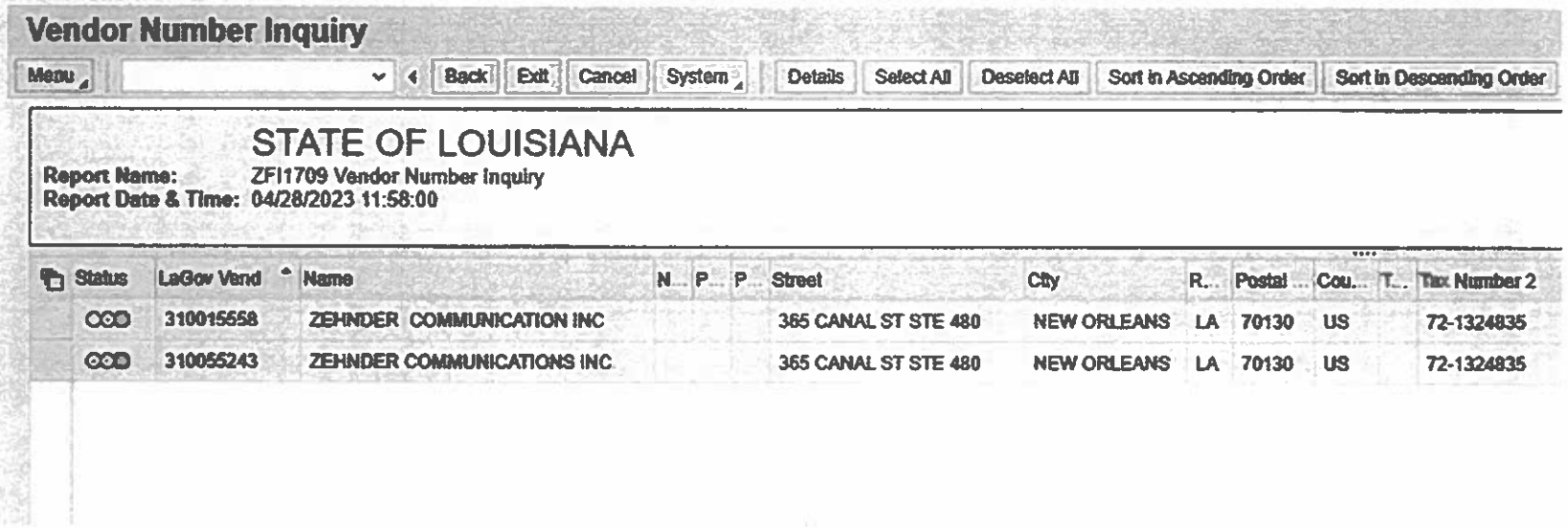
DBE Certification	
MBE	☐
MWBE	☐
WWBE	☐
WMBE or Other DBE	☐

Agent and Lobbyist Information

Last Review: **10/13/2022 17:59:48**
By: **JEFFREY ZEHNDER**

Christina Ocmand

Subject: Sent from Snipping Tool



Vendor Number Inquiry

Menu | Back | Exit | Cancel | System | Details | Select All | Deselect All | Sort in Ascending Order | Sort in Descending Order

STATE OF LOUISIANA

Report Name: ZFI1709 Vendor Number Inquiry
Report Date & Time: 04/28/2023 11:58:00

Status	LaGov Vend	Name	N...	P...	P...	Street	City	R...	Postal ...	Cou...	T...	Tax Number 2
	310015558	ZEHNDER COMMUNICATION INC				365 CANAL ST STE 480	NEW ORLEANS	LA	70130	US		72-1324835
	310055243	ZEHNDER COMMUNICATIONS INC				365 CANAL ST STE 480	NEW ORLEANS	LA	70130	US		72-1324835

EXHIBIT

C

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)

Date: 4/18/2024 Dept/Budget Unit/Program #: 05-252

Dept/Agency/Program Name: Office of Business Development Purchase Order/Contract #: 2000745916

Agency/Program BA-22 #: 23149A-APM Agency/Program Contract #: 23149A-APM

Fiscal Year for this BA-22: 2023-24 (yyyy-yy) BA-22 Start/End Dates: 07/01/23 (Start Date) 06/30/24 (End Date)

Multi-year Contract (Yes/No): YES If "Yes", provide contract dates: 05/01/23 (Start Date) 04/30/25 (End Date)

KB

Zehnder Communications, Inc. (Contractor/Vendor Name) 721324835-00 (Contractor/Vendor No.) 0310055243

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 2- Website(s) and Digital Communication tools Identity
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): YES Amendment Start/End Dates: 05/01/23 (Start Date) 04/30/25 (End Date)

Contract Cancellation (Yes/No): Date of Cancellation:

Amendment to increase the contract by $1,000,000, for a new total of $3,000,000 and extend contract end date to April 30, 2025.
(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	$0.00	%	$1,350,000.00	45%
Interagency Transfers	$0.00	%	$0.00	0%
Fees and Self Gen.	$0.00	%	$1,045,058.00	35%
Statutory Dedication	$0.00	%	$604,942.00	20%
Federal	$0.00	%	$0.00	0%
TOTALS	$0.00	%	$3,000,000.00	100%

*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? *(Yes/No)*

If not, explain.

This information is to be provided at the Agency/Program Level

Name of GL /Category:	Other Charges
GL/Category Number:	5510400
Amount Budgeted:	$3,700,000.00
Amount Previously Obligated:	$1,000,000.00
Amount this BA-22:	$1,000,000.00
Balance:	$1,700,000.00

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: Errol Smith
Errol Smith (Apr 18, 2024 14:47 CDT)
Name: Errol Smith
Title: Budget Administrator 1
Phone: 342-5400

Reviewed/Approved By: Anne G. Villa
ANNE VILLA (Apr 19, 2024 16:31 CDT)
Name: Anne G. Villa
Title: Deputy Secretary
Phone: 342-5395

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
2521022000	2520000000	5510400				$1,000,000.00

Contractor Name and Address:
Zehnder Communications, Inc
365 Canal Street, Suite 480
New Orleans, LA
70130

Schedul3 16 (Yes/No)

ID# 721324835-00 0310055243

Contr. # 23149A-APM

Agency # 252

Contract Dates: 05/01/23-04/30/25

*Multi Year	Contract Year	Cost Center	GL Account	Fund Ctr.	Fund	MOF	$ Amount
X	FY23	2521022000	5510400		2520000000	GF	300,000.00
	FY23	2521022000	5510400		2520000200	Self Gen	595,058.00
	FY23	2521022000	5510400		25200ED600	Stat Ded	104,942.00
	FY24	2521022000	5510400		2520000000	GF	50,000.00
	FY24	2521022000	5510400		2520000200	Self Gen	450,000.00
	FY24	2521022000	5510400		25200EDM00	Stat Ded	500,000.00
	FY25	2521022000	5510400		2520000000	GF	1,000,000.00

EDH Louisiana Entertainment Development Fund R. S. 47:60007 (C) and R. S. 47:6007 (C) (4) (g)
EDD Major Events Incentives Fund R. S. 51:2365.1
EDS Louisiana Economic Development Fund R.S. 51:2315
EDR Rapid Response Fund R.S. 51:2361
EDM Marketing Fund R.S.47:318
MEGA Louisiana Mega Project Development Fund R.S. 51:2365
STB Amnesty Fund R.S. 47:1565

Total Contract **$3,000,000.00**

Short Description: Advertising services
Parish: Orleans
Contract Monitor: Mark Lorando
Type: CON

23149A-APM Zehnder Communications BA-22

Final Audit Report 2024-04-19

Created:	2024-04-18
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsqgoYuEp-sc0jnBnuOvWTxIkIPR39MQH

"23149A-APM Zehnder Communications BA-22" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2024-04-18 - 7:46:04 PM GMT- IP address: 136.226.13.64

Document emailed to errol.smith@la.gov for signature
2024-04-18 - 7:46:48 PM GMT

Email viewed by errol.smith@la.gov
2024-04-18 - 7:47:12 PM GMT- IP address: 136.226.13.63

Signer errol.smith@la.gov entered name at signing as Errol Smith
2024-04-18 - 7:47:30 PM GMT- IP address: 136.226.13.63

Document e-signed by Errol Smith (errol.smith@la.gov)
Signature Date: 2024-04-18 - 7:47:32 PM GMT - Time Source: server- IP address: 136.226.13.63

Document emailed to ANNE VILLA (anne.villa@la.gov) for signature
2024-04-18 - 7:47:33 PM GMT

Email viewed by ANNE VILLA (anne.villa@la.gov)
2024-04-19 - 9:31:35 PM GMT- IP address: 136.226.13.48

Document e-signed by ANNE VILLA (anne.villa@la.gov)
Signature Date: 2024-04-19 - 9:31:48 PM GMT - Time Source: server- IP address: 136.226.13.48

Agreement completed.
2024-04-19 - 9:31:48 PM GMT

Adobe Acrobat Sign

STATE OF LOUISIANA
La Dept of Economic Development

Vendor Number/Name/Address:
0310055243
ZEHNDER COMMUNICATIONS INC.
365 CANAL ST STE 480
NEW ORLEANS, LA 70130

PURCHASE ORDER CHANGE
Number: 2000745916
Version: 3
Date Issued: 05/13/2024
Fiscal Year: 2024
Buyer: CHRISTINA OCMAND

Phone:
Email: christina.ocmand@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

Deliver To:
LED Office of Business Development
1051 North 3rd St
Baton Rouge, LA 70802

Invoice To Address:
La Dept of Economic Development
Fiscal - Business Development
PO Box 94185
Baton Rouge, LA 70804-9185

Ship To Contact:

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000297481
Bid Response Number:
Invitation to Bid:
Total Amount of PO: $3,000,000.00

Reference1: 23149-APM

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 SG M&C DELIVERY: N/A	N/A	N/A	N/A	595,058 00
2	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	104,942 00
3	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 GF M&C DELIVERY: N/A	N/A	N/A	N/A	300,000.00
4	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 GF M&C DELIVERY: N/A	N/A	N/A	N/A	50,000.00
5	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 SG M&C DELIVERY: N/A	N/A	N/A	N/A	450,000.73
6	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	499,999.27
7	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY25 GF M&C DELIVERY: N/A	N/A	N/A	N/A	1,000,000.00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL 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 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF $100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE:_____

Agency Administrative Officer

STATECIVILSERVICE

Contract Review – Agency Request Form

Revised: 03/18

FOR CIVIL SERVICE USE ONLY		
Effective Date of Contract	**Approval Date**	
	SCS Commission Approval (if required)	***SCS Approval (Initial and Date)***
Comments		

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL		
Agency Name	**Personnel Area Number**	**Agency Number**
LED – (DED) Louisiana Economic Development	252 Office of Bus Dev	252

CONTRACT INFORMATION		
Contract #	**Name of Contractor**	
2000745916	Zehnder Communications, Inc.	
Is this an amendment to an existing contract?		**If yes, OCR # (if applicable)**
Yes ☒	**No ☐**	
Start Date of Contract	**End Date of Contract/Amendment**	**Dollar Amount of Contract (Including Amendment)**
05/01/23	**04/30/25**	**$3,000,000.00**

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS
Provide a brief overview of services to be performed to include the following:
Services to be replaced/provided by a contractor:
Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 2 – Website(s) and Digital Communication Tools Identity
Advantages of contracting out services:
Project specific, contractor expertise
Justification for contracting out services:
Project specific

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES		
Will this contract result in the removal of responsibilities from one or more classified state employees?		
Yes ☐	**No ☒**	
Will this contract establish a relationship wherein an employee or official of the state takes the following actions:		
Determines the work hours of the person performing the contractual services	**Yes ☐**	**No ☒**
Determines the day to day duties of that person	**Yes ☐**	**No ☒**
Approves the absences from the work place of that person	**Yes ☐**	**No ☒**

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Employee Relations Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motived reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Anne G. Villa	04/22/24

Title of Appointing Authority
Deputy Secretary

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date
Anne G Villa ANNE VILLA (Apr 22, 2024 15:27 CDT)	04/22/24

Title of Person Signing this Request
Deputy Secretary

Contact Information *(Human Resources Contact)*

Name			
Email		Phone Number	(###) ###-####

Civil Service form - Zehnder Component 2

Final Audit Report 2024-04-22

Created:	2024-04-22
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1vxdwwYxxZJsc3l-7aVnORE-D63LFnyo

"Civil Service form - Zehnder Component 2" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2024-04-22 - 7:26:25 PM GMT- IP address: 136.226.13.51

Document emailed to ANNE VILLA (anne.villa@la.gov) for signature
2024-04-22 - 7:26:50 PM GMT

Email viewed by ANNE VILLA (anne.villa@la.gov)
2024-04-22 - 8:27:05 PM GMT- IP address: 136.226.12.174

Document e-signed by ANNE VILLA (anne.villa@la.gov)
Signature Date: 2024-04-22 - 8:27:25 PM GMT - Time Source: server- IP address: 136.226.12.174

Agreement completed.
2024-04-22 - 8:27:25 PM GMT

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PO#2000745916

STATE OF LOUISIANA

Department of Economic Development

First Amendment to Consulting Services Contract with

ZEHNDER COMMUNICATIONS, INC.

This First Amendment to Consulting Services Contract (First Amendment) has been entered into and is effective as of **May 1, 2024,** by and between the **Louisiana Department of Economic Development,** LaSalle Building, 11th Floor, 617 North 3rd Street, P.O. Box 94185, Baton Rouge, LA 70804-9185, (hereinafter sometimes referred to as the **"Department", "LED"** or **"State"),** for the benefit of its Marketing & Communication's Division; and **Zehnder Communications, Inc.,** 365 Canal Street, Suite 480, New Orleans, LA 70130 (sometimes herein called **"Contractor"),** who, in order to serve the public for the purposes hereinafter stated, have declared and acknowledged as follows:

WHEREAS, the parties hereto have previously entered into a **Consulting Services Contract** (Contract) on **May 1, 2023,** with an original termination date of **April 30, 2024,** which has been previously amended, and the said parties now desire to again amend and supplement the said Contract to better meet the needs of LED by extending for an additional year the term and termination date of the Contract, and by increasing the total dollar amount of the maximum fee by the additional amount of **$1,000,000.00** for the extended term, as hereinafter stated;

THEREFORE, by mutual consent and agreement, and notwithstanding any other provisions to the contrary contained in the original Contract, as previously amended (any and all such contrary provisions being hereby modified so as to be consistent with this First Amendment), the aforesaid Contract is hereby again amended and supplemented, as follows:

SECTION 1., entitled **TERM OF CONTRACT**, appearing in the lower center portion of page 1 of the original Contract, as previously amended, is hereby again deleted, and the following new **Section 1** is substituted in its place, to read as follows:

SECTION 1. TERM OF CONTRACT
This Contract which shall begin on **May 1, 2023**, and shall end on **April 30, 2025.** The State has exercised its right to extend this Contract for up to a total of thirty-six (36 months) with the concurrence of the Contractor and all appropriate approvals.

SECTION 2., entitled **COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**, appearing in the lower portion of page 1 of the original Contract, as previously amended, is hereby again amended so that the total dollar amount of the **Maximum Fee** shown in this **Section** is hereby again increased so as not to exceed the new total amount of **$3,000,000.00**.

It is further understood and agreed that the language contained in this First Amendment shall supersede any language to the contrary contained in the original Consulting Services Contract and its attachments, as previously amended; and all other terms, provisions and conditions of the original Consulting Services Contract and its attachments, as previously amended, unless modified herein, shall remain the same, unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Consulting Services Contract has been signed by the duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, at New Orleans, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

ZEHNDER COMMUNICATIONS, INC.

By: Jeff Zehnder 04/12/2024
Signature (Date)

Printed Name: Jeffrey S. Zehnder

Title: CEO

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

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: Anne G. Villa 04/12/2024
ANNE VILLA (Apr 12, 2024 18:23 CDT)
Signature (Date)

Printed Name: Anne G. Villa

Title: Deputy Secretary

LED CONTRACT MONITOR:

Mark Lorando (Apr 12, 2024 17:40 CDT)
Signature
Printed Name, Title: Mark Lorando, Director of Communications, Marketing & Communications

23149A-APM ZCOMM_Component 2_LED_Mar CommContract - Extenstion Amendment

Final Audit Report 2024-04-12

Created:	2024-04-12
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID	CBJCHBCAABAAjsMWdsTTwdUDvlkA3Nf8ltzUWQZzOvm

"23149A-APM ZCOMM_Component 2_LED_MarCommContract - Extenstion Amendment" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2024-04-12 - 7:29:47 PM GMT - IP address: 136.226.12.62

Document emailed to Jeff Zehnder (jzehnder@z-comm.com) for signature
2024-04-12 - 7:30:53 PM GMT

Email viewed by Jeff Zehnder (jzehnder@z-comm.com)
2024-04-12 - 7:34:35 PM GMT - IP address: 104.28.103.16

Document e-signed by Jeff Zehnder (jzehnder@z-comm.com)
Signature Date: 2024-04-12 - 10:32:16 PM GMT - Time Source: server - IP address: 50.233.253.83

Document emailed to mark.lorando@la.gov for signature
2024-04-12 - 10:32:17 PM GMT

Email viewed by mark.lorando@la.gov
2024-04-12 - 10:40:02 PM GMT - IP address: 174.203.35.17

Signer mark.lorando@la.gov entered name at signing as Mark Lorando
2024-04-12 - 10:40:53 PM GMT - IP address: 104.28.50.83

Document e-signed by Mark Lorando (mark.lorando@la.gov)
Signature Date: 2024-04-12 - 10:40:55 PM GMT - Time Source: server - IP address: 104.28.50.83

Document emailed to ANNE VILLA (anne.villa@la.gov) for signature
2024-04-12 - 10:40:56 PM GMT

Email viewed by ANNE VILLA (anne.villa@la.gov)
2024-04-12 - 11:23:51 PM GMT - IP address: 107.115.147.2

Adobe Acrobat Sign

Document e-signed by ANNE VILLA (anne.villa@la.gov)
Signature Date: 2024-04-12 - 11:24:29 PM GMT - Time Source: server- IP address: 107.115.147.2

Agreement completed.
2024-04-12 - 11:24:29 PM GMT

Adobe Acrobat Sign

CHECKLIST FOR COMPLIANCE
Zehnder Communications, Inc.
Contract No. 23149A-APM
PO # 2000745916
May 01, 2023 – April 30, 2025

Description of Contract Requirements/Documentation to be provided to DED

The contractor agrees to provide the following services:

_____ Enhancement, development, design and integration and support for LED's existing website and LED's entertainment website, including related portals, content management tools, future websites, web applications and databases, as well as targeted digital communication tools (e.g., mobile app, social media)

PAYMENT AGREEMENT:

_____ The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED under this agreement shall not exceed the sum of Three Million Dollars ($3,000,000.00). Payment will be made upon receipt of an invoice and approval of the contract monitor and/or agency head

I certify that the above referenced contractor has met the following:

___ 1. Furnished this agency with the agreed deliverables within the specified contract time frame

___ 2. That these deliverables adhere to the form and content specified in the contract with this department.

___ 3. Has furnished this department with an accurate invoice for services and supporting documentation according to the payment schedule established in their contract.

___ 4. The above referenced deliverables meet the standards and intent set up in that contract.

_____ _____
Agency Contract Monitor and/or Agency Head Date

_____ _____
2nd Level Approval*Date

_____ $ _____
Invoice/Date Amount

*If applicable, please refer to last page of contract monitor policy

Agency # 23149A-APM

SC #

PO # 2000745916 4/25

CS

LOUISIANA ECONOMIC DEVELOPMENT
OFFICE OF MANAGEMENT AND FINANCE

URGENT - CONTRACTUAL AGREEMENT
IN-HOUSE ROUTING
PROCESS TO THE NEXT LOCATION ON THE LIST

CONTRACT/AGREEMENT ROUTING SLIP

Office: M&C

Contractors: Zehnder Communications, Inc.

Type Service: AON

Contract Amount: $3,000,000.00 TERMS: 5/1/23-4/30/25

	Initials Reviewed/ Approved	Initials Reviewed/ Disapproved	Date
Contract Monitor	M. Lovando		4/12
Contract Reviewer*	LP		4/15
Fiscal Director			
Legal			
Undersecretary			

~~CS to AU 4/22~~

RECEIVED

APR 12 2024

CONTRACTS/GRANTS REVIEWER

Jeff Landry
Governor

LED | LOUISIANA ECONOMIC DEVELOPMENT

Susan B. Bourgeois
Secretary

April 25, 2024

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Office of State Procurement
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Amendment for Approval
Zehnder Communications, Inc.

Dear Ms. Rice:

Enclosed is an amendment to a contract between the Department of Economic Development and Zehnder Communications, Inc. listed below for your approval.

AGENCY CONT. NUMBER	CONTRACTOR
Agency # 24149A-APM PO # 2000745916	Zehnder Communications, Inc.

Thank you for your continued assistance. If you have any questions, please call me at 342-4071.

Sincerely,

Christina Ocmand
LED Contracts Reviewer

Enclosures

Jeff Landry
Governor

LED LOUISIANA ECONOMIC DEVELOPMENT

Susan B. Bourgeois
Secretary

April 25, 2024

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Division of Administration
Office of State Procurement
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Multi-year Justification
Zehnder Communications, Inc.

Dear Ms. Rice:

Please consider this justification for the Department of Economic Development to continue a contract with Zehnder Communications, Inc. Funds for the first fiscal year are available and the subsequent fiscal years will be upon the availability of funds.

The contractor will provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 2 – Website(s) and Digital Communication Tools Identity.

The estimated requirements covering the period of the contract are reasonably firm and continuing and such a contract will serve the best interests of the State by encouraging effective competition of otherwise promoting economies in state procurement.

If further information is needed, please contact me at 342-4071.

Sincerely,

Christina Ocmand

Vendor Profile Data

Company Data		
Company Name / Full Name	ZEHNDER COMMUNICATIONS INC.	
Vendor ID	310055243	
Domicile / Physical Address	Street Address	365 CANAL ST STE 480
	City	NEW ORLEANS
	State	LA
	Parish/County	ORLEANS
	Zip Code	70130
	Country	US
Business Type	S Corporation	
Publicly Traded	No	
All applicable federal, state, and payroll taxes have been paid and are current	Yes	

Leadership and Governance Data	
Owners	Steven C. James, Trustee
Board of Directors	Jeffrey Zehnder Henry Chassaignac Stephanie Funti Alex Glaser Jim Hettich
Corporate Officers	Jeffrey Zehnder Henry Chassaignac

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		0.00

DBE Certification

MBE	☐
MWBE	☐
WWBE	☐
WMBE or Other DBE	☐

Agent and Lobbyist Information

Last Review: 09/20/2023 09:48:53
By: JEFFREY ZEHNDER

EXHIBIT D

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)

Date: 4/29/2025 Dept/Budget Unit/Program #: 05-252

Dept/Agency/Program Name: Office of Business Development Purchase Order/Contract #: 2000745916

Agency/Program BA-22 # : 23149B-APM Agency/Program Contract #: 23149B-APM

Fiscal Year for this BA-22: 2024-25 (yyyy-yy) **BA-22 Start/End Dates:** 05/01/23 (Start Date) 04/30/26 (End Date)

Multi-year Contract (Yes/No): YES *If "Yes", provide contract dates:* 05/01/23 (Start Date) 04/30/26 (End Date)

Zehnder Communications, Inc. (Contractor/Vendor Name) 721324835-00 (Contractor/Vendor No.) 0310055243

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 2- Website(s) and Digital Communication tools Identity. (Provide a statement of "Services Provided")

Contract Amendment (Yes/No): YES **Amendment Start/End Dates:** 05/01/23 (Start Date) 04/30/26 (End Date)

Contract Cancellation (Yes/No): **Date of Cancellation:**

Amendment to increase the contract by $500,000, for a new total of $3,500,000 and extend contract end date to April 30, 2026. (Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	$500,000.00	%	$1,850,000.00	53%
Interagency Transfers	$0.00	%	$0.00	0%
Fees and Self Gen.	$0.00	%	$1,045,058.00	30%
Statutory Dedication	$0.00	%	$604,942.00	17%
Federal	$0.00	%	$0.00	0%
TOTALS	$500,000.00	%	$3,500,000.00	100%

(Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? *(Yes/No)*

If not, explain.

This information is to be provided at the Agency/Program Level

Name of GL /Category:	**Other Charges**
GL/Category Number:	5510400
Amount Budgeted:	$6,584,485.00
Amount Previously Obligated:	$5,465,115.47
Amount this BA-22:	$500,000.00
Balance:	$599,369.53

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact:
Name: Errol Smith
Title: Budget Administrator 1
Phone: 342-5400

Reviewed/Approved By:
Name: Kathy Blankenship
Title: Deputy Secretary
Phone: 342-9658

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
2521022000	2520000000	5510400				$500,000.00

Contractor Name and Address:
Zehnder Communications, Inc
365 Canal Street, Suite 480
New Orleans, LA
70130

Schedul3 16 (Yes/No)

ID# **721324835-00** **0310055243**

Contr. # **23149B-APM**

Agency # **252**

Contract Dates: **05/01/23-04/30/26**

*Multi Year	Contract Year	Cost Center	GL Account	Fund Ctr.	Fund	MOF	$ Amount
X	FY23	2521022000	5510400		2520000000	GF	300,000.00
	FY23	2521022000	5510400		2520000200	Self Gen	595,058.00
	FY23	2521022000	5510400		25200ED600	Stat Ded	104,942.00
	FY24	2521022000	5510400		2520000000	GF	50,000.00
	FY24	2521022000	5510400		2520000200	Self Gen	450,000.00
	FY24	2521022000	5510400		25200EDM00	Stat Ded	500,000.00
	FY25	2521022000	5510400		2520000000	GF	1,500,000.00

EDH Louisiana Entertainment Development Fund R. S. 47:60007 (C) and R. S. 47:6007 (C) (4) (g)
EDD Major Events Incentives Fund R. S. 51:2365.1
ED6 Louisiana Economic Development Fund R.S. 51:2315
EDR Rapid Response Fund R.S. 51:2361
EDM Marketing Fund R.S.47:318
MEGA Louisiana Mega Project Development Fund R.S. 51:2365
STB Amnesty Fund R.S. 47:1565

Total Contract **$3,500,000.00**

Short Description: Advertising services
Parish: Orleans
Contract Monitor: Monica Champagne
Type: CON

STATE OF LOUISIANA

La Dept of Economic Development

Vendor Number/Name/Address:
0310055243
ZEHNDER COMMUNICATIONS INC
365 CANAL ST STE 480
NEW ORLEANS, LA 70130

PURCHASE ORDER CHANGE
Number: **2000745916**
Version: 5
Date Issued: 04/29/2025
Fiscal Year: 2025
Buyer: CHRISTINA OCMAND

Phone:
Email: christina.ocmand@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

Deliver To:
LED Office of Business Development
1051 North 3rd St
Baton Rouge, LA 70802

Invoice To Address:
La Dept of Economic Development
Fiscal - Business Development
PO Box 94185
Baton Rouge, LA 70804-9185

Ship To Contact:

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000297481
Bid Response Number:_____
Invitation to Bid:_____
Total Amount of PO: $3,500,000.00

Reference1: 23149-APM

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 SG M&C DELIVERY: N/A	N/A	N/A	N/A	595,058.00
2	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	104,942.00
3	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY23 GF M&C DELIVERY: N/A	N/A	N/A	N/A	300,000.00
4	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 GF M&C DELIVERY: N/A	N/A	N/A	N/A	50,000.00
5	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 SG M&C DELIVERY: N/A	N/A	N/A	N/A	450,000.73
6	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY24 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	499,999.27
7	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY25 GF M&C DELIVERY: N/A	N/A	N/A	N/A	583,347.45

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
8	Product Category: 80141600 SERVICE DESCRIPTION: Zehnder Comp 2 FY25 EDM M&C DELIVERY: N/A	N/A	N/A	N/A	916,652 55

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL 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 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF $100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE: _____

Agency Administrative Officer

STATECIVILSERVICE

Contract Review – Agency Request Form

Revised: 03/18

FOR CIVIL SERVICE USE ONLY		
Effective Date of Contract	**Approval Date**	
	SCS Commission Approval (if required)	***SCS Approval (Initial and Date)***
Comments		

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL

Agency Name	**Personnel Area Number**	**Agency Number**
LED – (DED) Louisiana Economic Development	252 Office of Bus Dev	252

CONTRACT INFORMATION

Contract #	**Name of Contractor**
2000745916	Zehnder Communications, Inc.

Is this an amendment to an existing contract?		**If yes, OCR # (If applicable)**
Yes ☒	**No ☐**	

Start Date of Contract	**End Date of Contract/Amendment**	**Dollar Amount of Contract (Including Amendment)**
05/01/23	**04/30/26**	**$3,500,000.00**

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS

Provide a brief overview of services to be performed to include the following:

Services to be replaced/provided by a contractor:

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 2 – Website(s) and Digital Communication Tools Identity

Advantages of contracting out services:

Project specific, contractor expertise

Justification for contracting out services:

Project specific

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES

Will this contract result in the removal of responsibilities from one or more classified state employees?

Yes ☐	**No ☒**

Will this contract establish a relationship wherein an employee or official of the state takes the following actions:

Determines the work hours of the person performing the contractual services	**Yes ☐**	**No ☒**
Determines the day to day duties of that person	**Yes ☐**	**No ☒**
Approves the absences from the work place of that person	**Yes ☐**	**No ☒**

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Employee Relations Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motived reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Kathy Blankenship	04/29/25

Title of Appointing Authority
Deputy Undersecretary

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date
Kathy Blankenship	04/29/25

Title of Person Signing this Request
Deputy Undersecretary

Contact Information *(Human Resources Contact)*			
Name			
Email		Phone Number	(###) ###-####

The following sections shall be added as new sections to the Original Consulting Services Contract.

Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:
Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

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

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

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

Termination for Non-Appropriation of Funds

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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 this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

It is further understood and agreed that the language contained in this Second Amendment shall supersede any language to the contrary contained in the original Consulting Services Contract and its attachments, as previously amended; and all other terms, provisions and conditions of the original Consulting Services Contract and its attachments, as previously amended, unless modified herein, shall remain the same, unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Consulting Services Contract has been signed by the duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, at New Orleans, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

ZEHNDER COMMUNICATIONS, INC.

By: Henry R Chassaignac 04/28/2025
Signature (Date)

Printed Name: Henry Chassaignac

Title: CEO

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

LOUISIANA ECONOMIC DEVELOPMENT

By: Anne G. Villa 04/28/2025
Signature (Date)

Printed Name: Anne G. Villa

Title: Deputy Secretary/CFO

LED CONTRACT MONITOR:

Monica Champagne
Signature
Printed Name, Title: Monica Champagne, Project Manager

23149B-APM ZCOMM_Component 2_LED_Mar CommContract - Extenstion Amendment 5.1.25 thru 4.30.26 Final

Final Audit Report 2025-04-29

Created:	2025-04-28
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm4rJBwmsDTZhA2Wh4lxIjAMQnF89aQIV

"23149B-APM ZCOMM_Component 2_LED_MarCommContract - Extenstion Amendment 5.1.25 thru 4.30.26 Final" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2025-04-28 - 9:13:33 PM GMT- IP address: 136.226.12.206

Document emailed to kathy.blankenship@la.gov for approval
2025-04-28 - 9:14:51 PM GMT

Email viewed by kathy.blankenship@la.gov
2025-04-28 - 9:15:37 PM GMT- IP address: 104.28.104.17

Signer kathy.blankenship@la.gov entered name at signing as Kathy Blankenship
2025-04-28 - 9:22:26 PM GMT- IP address: 104.28.104.29

Document approved by Kathy Blankenship (kathy.blankenship@la.gov)
Approval Date: 2025-04-28 - 9:22:28 PM GMT - Time Source: server- IP address: 104.28.104.29

Document emailed to henryc@wearez.com for signature
2025-04-28 - 9:22:29 PM GMT

Email viewed by henryc@wearez.com
2025-04-28 - 9:22:53 PM GMT- IP address: 99.177.195.128

Signer henryc@wearez.com entered name at signing as Henry R Chassaignac
2025-04-28 - 9:34:42 PM GMT- IP address: 99.177.195.128

Document e-signed by Henry R Chassaignac (henryc@wearez.com)
Signature Date: 2025-04-28 - 9:34:44 PM GMT - Time Source: server- IP address: 99.177.195.128

Adobe Acrobat Sign

Document emailed to Monica Champagne (monica.champagne@la.gov) for signature
2025-04-28 - 9:34:45 PM GMT

Email viewed by Monica Champagne (monica.champagne@la.gov)
2025-04-28 - 9:35:41 PM GMT- IP address: 104.28.110.102

Document e-signed by Monica Champagne (monica.champagne@la.gov)
Signature Date: 2025-04-28 - 11:24:12 PM GMT - Time Source: server- IP address: 107.141.179.130

Document emailed to ANNE VILLA (anne.villa@la.gov) for signature
2025-04-28 - 11:24:14 PM GMT

Email viewed by ANNE VILLA (anne.villa@la.gov)
2025-04-29 - 2:16:02 AM GMT- IP address: 174.213.209.238

Document e-signed by ANNE VILLA (anne.villa@la.gov)
Signature Date: 2025-04-29 - 2:36:16 AM GMT - Time Source: server- IP address: 174.213.209.238

Agreement completed.
2025-04-29 - 2:36:16 AM GMT

Adobe Acrobat Sign

Payment Authorization Form

Contractor Name	**Zehnder Communications**
Contract #	**23149B-APM**
Purchase Order #	**2000745916**
Contract Dates:	**05/01/2023 - 04/30/2026**
Invoice Amount	_____

I certify that the invoice(s) attached meet all the contract requirements

Contract Monitor: _____

Second Level Signature: _____

Agency # 23149B-APM

SC #

PO # 2000745916 4/29

CS

RUSH

LOUISIANA ECONOMIC DEVELOPMENT
OFFICE OF MANAGEMENT AND FINANCE

URGENT - CONTRACTUAL AGREEMENT IN-HOUSE ROUTING PROCESS TO THE NEXT LOCATION ON THE LIST

CONTRACT/AGREEMENT ROUTING SLIP

Office: M+C

Contractors: Zehnder Communications

Type Service: CoN

Contract Amount: $3,500,000.00 TERMS: 5/1/23 - 4/30/26

$500K added extended

	Initials Reviewed/ Approved	Initials Reviewed/ Disapproved	Date
Contract Monitor	M. Champagne		4/28
Contract Reviewer*	LO		4/29
Fiscal Director	KB		4/29/25
Legal	N/A		
Undersecretary	N/A Electronic		

RECEIVED
APR 29 2025

Jeff Landry
Governor

LOUISIANA ECONOMIC DEVELOPMENT

Susan Bonnett Bourgeois
Secretary

April 29, 2025

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Office of State Procurement
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Amendment for Approval
Zehnder Communications

Dear Ms. Rice:

Enclosed is an amendment to a contract between the Department of Economic Development and Zehnder Communications listed below for your approval.

AGENCY CONT. NUMBER	CONTRACTOR
Agency # 23149B-APM PO # 2000745916	Zehnder Communications

Thank you for your continued assistance. If you have any questions, please call me at 342-4071.

Sincerely,

Christina Ocmand
LED Contracts Reviewer

Enclosures

DocuSign Envelope ID: 15D73AF1-F6F1-4D1B-9A01-8D09C29BDB1C

ZEHNDER
Baton Rouge Nashville New Orleans
365 Canal Street, Suite 480 • New Orleans, LA 70130
z-comm.com

MEETING OF THE

BOARD OF DIRECTORS

OF

ZEHNDER COMMUNICATIONS, INC.

A meeting of the Board of Directors of ZEHNDER COMMUNICATIONS, INC. was held on November 13, 2023,

Whereby a resolution was passed authorizing HENRY CHASSAIGNAC,

TO SIGN ON BEHALF OF THE CORPORATION, by his signature, to enter any and all contractual obligations on behalf of this corporation.

DocuSigned by:
Jeffrey Zehnder
EE6328238A0A4BB...
(Jeffrey Zehnder), Chairman

DocuSigned by:
Stephanie Funti
67E0948A4683422...
(Stephanie Funti), Director

DocuSigned by:
Jim Hettich
B0548184BDDC4E5...
(Jim Hettich), Director

DocuSigned by:
Alex Glaser
DB568BD69CAB486...
(Alex Glaser), Director

Vendor Profile Data

Company Data		
Company Name / Full Name	ZEHNDER COMMUNICATIONS INC	
Vendor ID	310055243	
Domicile / Physical Address	Street Address	365 CANAL ST STE 480
	City	NEW ORLEANS
	State	LA
	Parish/County	ORLEANS
	Zip Code	70130
	Country	US
Business Type	S Corporation	
Publicly Traded	No	
All applicable federal, state, and payroll taxes have been paid and are current	Yes	

Leadership and Governance Data	
Owners	Steven C. James, Trustee
Board of Directors	Jeffrey Zehnder Henry Chassaignac Stephanie Funti Alex Glaser Jim Hettich
Corporate Officers	Jeffrey Zehnder Henry Chassaignac

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		0.00

DBE Certification

MBE	☐
MWBE	☐
WWBE	☐
WMBE or Other DBE	☐

Agent and Lobbyist Information

Last Review: 10/21/2024 09:48:23
By: JEREMY HUNNEWELL

EXHIBIT

tabbies

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STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)

Date: 5/1/2023 Dept/Budget Unit/Program #: 05-252

Dept/Agency/Program Name: Office of Business Development Purchase Order/Contract #: 2000745935

Agency/Program BA-22 # : 23150-APM Agency/Program Contract #: 23150-APM

Fiscal Year for this BA-22: 2022-23 (yyyy-yy) BA-22 Start/End Dates: 05/01/23 (Start Date) 04/30/24 (End Date) 6/30/23 KB

Multi-year Contract (Yes/No): YES NO KB 6/5/23 If "Yes", provide contract dates: 05/01/23 (Start Date) 04/30/24 (End Date)

The Graham Group (Contractor/Vendor Name) 720873236-00 (Contractor/Vendor No.) 0310080774

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 3- Media Buying.
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): _____ Amendment Start/End Dates: _____ (Start Date) _____ (End Date)

Contract Cancellation (Yes/No): _____ Date of Cancellation: _____

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	$0.00	%	$900,000.00	47%
Interagency Transfers	$0.00	%	$0.00	0%
Fees and Self Gen.	$0.00	%	$0.00	0%
Statutory Dedication	$1,000,000.00	%	$1,000,000.00	53%
Federal	$0.00	%	$0.00	0%
TOTALS	$1,000,000.00	%	$1,900,000.00	100%

(Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No)

If not, explain.

This information is to be provided at the Agency/Program Level

Name of GL /Category:	Other Charges
GL/Category Number:	5510400
Amount Budgeted:	$9,273,362.00
Amount Previously Obligated:	$6,838,614.85
Amount this BA-22:	$1,000,000.00
Balance:	$1,434,747.15

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: Kathy Blankenship
Name: Kathy Blankenship
Title: Deputy Undersecretary
Phone: 342-9658

Reviewed/Approved By: Anne G. Villa
Name: Anne G. Villa
Title: Undersecretary
Phone: 342-5437

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
2521022000	25200EDM00	5510400				$1,000,000.00
						$0.00
						$0.00

Contractor Name and Address:
The Graham Group
2014 West Pinhook Rd. Suite 210
Lafayette, LA
70508

Schedul3 16 (Yes/No)

ID# **720873236-00** **0310080774**

Contr. # **23150-APM**

Agency # **252**

Contract Dates: **05/01/23-04/30/24**

*Multi Year	Contract Year	Cost Center	GL Account	Fund Ctr.	Fund	MOF	$ Amount
	FY23	2521022000	5510400		25200EDM00	Stat Ded	1,000,000.00
	FY24	2521022000	5510400		2520000000	Gen Fund	900,000.00

EDH	Louisiana Entertainment Development Fund R. S. 47:60007 (C) and R. S. 47:6007 (C) (4) (g)
EDD	Major Events Incentives Fund R. S. 51:2365.1
ED6	Louisiana Economic Development Fund R.S. 51:2315
EDR	Rapid Response Fund R.S. 51:2361
EDM	Marketing Fund R.S.47:318
MEGA	Louisiana Mega Project Development Fund R.S. 51:2365
STB	Amnesty Fund R.S. 47:1565

Total Contract **$1,900,000.00**

Short Description:	Advertising services
Parish:	Lafayette
Contract Monitor:	Marlene Janetos
Type:	CON

STATE OF LOUISIANA

La Dept of Economic Development

Vendor Number/Name/Address:
0310080774
THE GRAHAM GROUP INC
2014 W PINHOOK RD STE 210
LAFAYETTE, LA 70508

PURCHASE ORDER
Number: **2000745935**
Version: 1
Date Issued: 06/12/2023
Fiscal Year: 2023
Buyer: CHRISTINA OCMAND

Phone:
Email: christina.ocmand@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

Deliver To:
LED Office of Business Development
1051 North 3rd St
Baton Rouge, LA 70802

Invoice To Address:
La Dept of Economic Development
Fiscal - Business Development
PO Box 94185
Baton Rouge, LA 70804-9185

Ship To Contact:

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000297484
Bid Response Number:_____
Invitation to Bid:_____
Total Amount of PO: $1,900,000.00

Reference1: 23150-APM

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 80141600 SERVICE DESCRIPTION Graham Group Comp 3 FY23 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	1,000,000 00
2	Product Category: 80141600 SERVICE DESCRIPTION Graham Group Comp 3 FY24 GF M&C DELIVERY: N/A	N/A	N/A	N/A	900,000 00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL 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 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF $100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE:_____

Agency Administrative Officer

STATECIVILSERVICE

Contract Review – Agency Request Form

Revised: 03/18

FOR CIVIL SERVICE USE ONLY		
Effective Date of Contract	**Approval Date**	
	SCS Commission Approval (if required)	***SCS Approval (Initial and Date)***
Comments		

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL		
Agency Name	**Personnel Area Number**	**Agency Number**
LED – (DED) Louisiana Economic Development	252 Office of Bus Dev	252

CONTRACT INFORMATION		
Contract #	**Name of Contractor**	
2000745935	The Graham Group	
Is this an amendment to an existing contract?		**If yes, OCR # (If applicable)**
Yes ☐	**No** ☒	
Start Date of Contract	**End Date of Contract/Amendment**	**Dollar Amount of Contract (Including Amendment)**
05/01/23	04/30/24	$1,900,000.00

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS

Provide a brief overview of services to be performed to include the following:

Services to be replaced/provided by a contractor:

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 3 – Media Buying

Advantages of contracting out services:

Project specific, contractor expertise

Justification for contracting out services:

Project specific - RFP

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES

Will this contract result in the removal of responsibilities from one or more classified state employees?

Yes ☐	**No** ☒

Will this contract establish a relationship wherein an employee or official of the state takes the following actions:

Determines the work hours of the person performing the contractual services	**Yes** ☐	**No** ☒
Determines the day to day duties of that person	**Yes** ☐	**No** ☒
Approves the absences from the work place of that person	**Yes** ☐	**No** ☒

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Employee Relations Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motived reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Anne G. Villa	05/09/23

Title of Appointing Authority
Undersecretary

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date
Anne G. Villa Digitally signed by Anne G. Villa Date: 2023.05.09 15:39:07 -05'00'	05/09/23

Title of Person Signing this Request
Undersecretary

Contact Information *(Human Resources Contact)*

Name			
Email		Phone Number	(###) ###-####

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY
Louisiana Department of Economic Development, a/k/a Louisiana Economic Development (LED)

AND

CONTRACTOR NAME
The Graham Group

CONTRACT NUMBER *(ISIS/LAGOV)*
PO # 2000745935

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☒ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation) The Graham Group	**FEDERAL EMPLOYER TAX ID NUMBER** On File
	STATE LDR ACCOUNT # On File
STREET ADDRESS 2014 West Pinhook Road, Suite 210	**TELEPHONE NUMBER** 337-232-8214

CITY	**STATE**	**ZIP CODE**
Lafayette	Louisiana	70508

On this 1st day of May, 2023, the State of Louisiana, through **Louisiana Department of Economic Development,** also known as **Louisiana Economic Development (LED)**, an Agency of the State of Louisiana, located at the LaSalle Building, 617 North 3rd Street., P.O. Box 94185, Baton Rouge, LA 70804-9185 (hereinafter sometimes referred to as the "Using Agency"), and **The Graham Group** located at 2014 West Pinhook Road, Suite 210, Lafayette, Louisiana 70508 (hereinafter sometimes called "Contractor") do hereby enter into a contract under the following terms and conditions.

1.0 DEFINITIONS

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

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

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

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

TERM OF CONTRACT

This Contract shall begin on **May 1, 2023**, and shall end on **April 30, 2024**. The State has the right to extend this Contract up to a total of thirty six (36 months) with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term, not to exceed the CPI. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the Using Agency hereby agrees to pay to Contractor a maximum fee of **$1,900,000.00**. Payments are predicated upon successful completion of the services described in Description of Services and deliverables described in the Acceptance of Deliverables section; receipt of an invoice; and written approval of LED's Contract Monitor, Marlene Janetos, Marketing Supervisor, Marketing & Communications.

The Using Agency shall make every reasonable effort to make payments within 25 business days of receiving an invoice. Contractor shall comply with the Division of Administration General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of the services in the Description of Services section being performed and/or in advance of deliverables in the Acceptance of Deliverables section being furnished, unless allowed by law.

GOALS AND OBJECTIVES

Goals: Contractor agrees to provide assistance to LED in developing and executing a paid media plan to support the strategic marketing and communication plan for LED, to help LED achieve its objectives through the creation and execution of a paid media plan to provide the State greater access to the most creative, innovative and effective methods as more particularly set forth in the **Scope of Work**.

Objectives: Contractor agrees to participate in a working relationship with LED, a firm that will cooperate other firms, as needed, and LED staff to establish vision and goals for the promotion of the State's economic development program; to provide support to the State in developing and executing a strategic marketing and communication program; and to provide a relationship whereby LED and the Contractor will cooperate, work with and support each other in each of their endeavors to provide assistance to LED in the delivery of its economic development message.

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to the Using Agency related to Component 3-Media Buying as specified in this Section and Attachment I, which is incorporated herein by reference and includes a fuller description of the scope of services, including a Statement of Work and Contractor Personnel Requirements and Hourly Rates.

Component 3: Media Buying

The Contractor for Component 3 agrees to perform the Services listed in the next section for Component 3. Projects will be executed under this contract by a task order from LED. Projects will be compensated based on media commission.

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

DELIVERABLES
The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Additionally, Contractor will be required to provide the Using Agency required regular reporting outlining action taken against the marketing strategic plan ("Progress Reports") for Component 3. The Using Agency will provide monthly performance reports to the Contractor showing satisfaction of deliverables in accordance with Using Agency's contract monitoring policy and procedures.

ACCEPTANCE OF DELIVERABLES
Deliverables specified in the Statement of Work shall be submitted, reviewed, and accepted according to the following procedure:

A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in Using Agency-approved documents.

B. *Submittal and Review.* Contractor shall provide written notification to the LED Contract Monitor that a Deliverable is completed, and available for review and acceptance.

   Upon Contractor's written notification, the LED Contract Monitor shall review the Deliverable within 10 business days. Within this period, the LED Contract Monitor shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the 10 business days, the LED Contract Monitor notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable. Alternatively, the LED Contract Monitor may, within 10 days of receiving a Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

D. *Resubmitting Deliverables.* A rejected deliverable shall be resubmitted within the time period specified in writing by the LED Contractor Monitor. Contractor shall provide written notification to the LED Contract Monitor when the Contractor resubmits a Deliverable for acceptance. The LED Contract Monitor shall review the resubmitted Deliverable within five (5) business days of receipt of the written notification. A resubmitted Deliverable shall be considered accepted unless, within this period, the LED Contract Monitor notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the LED determines that the

Contractor has breached the Contract and places the Contractor in default. Alternatively, the LED Contract Monitor may, within 5 days of receiving a resubmitted Deliverable, inform the Contractor that additional time is needed for review and acceptance/rejection of the Deliverable, which will delay any further execution on the Deliverable until fully approved.

TERMS OF PAYMENT

In consideration of the services described above, the state hereby agrees to pay the Contractor a maximum fee not to exceed the total amount of **$1,900,000.00**, for the twelve (12) month period of this Agreement. The total billings for all services and expenses covered by this Agreement shall not exceed the total amount stated above. Payment will be made in accordance with Attachment I – Statement of Work and Contractor Personnel Requirements and Hourly Rates. Payment will be made only on the approval of Contractor's invoices by LED's Contract Monitor.

If progress and/or completion of the Contractor's services to the reasonable satisfaction of the State is obtained, payment of the sums stated above shall be made to the Contractor by LED on a monthly basis. Any payments/reimbursements which may be due under this contract will be allowed only for charges/expenditures occurring between and including the dates of May 1, 2023, and April 30, 2024, and this project and all of the Contractor's services shall be completed by that date. The Contractor may not charge a fee for the preparation or processing of Contractor's invoices and administrative functions should not exceed twenty-five percent (25%) of total billings. The Contractor's submission of each such invoice shall constitute a certification from the Contractor that all services required in connection with this Agreement for the time period reflected in the invoice have been fully performed and completed justifying the requested payment.

Travel expenses, if any, shall be included as part of the **$1,900,000.00** maximum fee to be reimbursed only in accordance with and as limited by Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts (supporting documentation) for any reimbursable travel expenses must be provided to LED for review, approval and reimbursement.

The Contractor may submit invoices upon assurance that invoices and any backup documentation is in accordance with the Department's Marketing & Communications Budget Policy. Payments are predicated upon successful completion by the Contractor and written approval by the State of the described tasks and deliverables as provided herein and in the Statement of Work. Periodic payments will be made to the Contractor after receipt, acceptance and written approval of the Contractor's requests for payment on invoices for that portion of the services that have been performed and written approval by LED of the Contractor's invoices. The Contractor's submission of each such invoice shall constitute a certification from the Contractor that all services required in connection with this contract for the time period reflected in the invoice have been fully performed and completed justifying the requested payment. All invoices must be itemized, and must contain a copy of the "Task Order" or other authorization or approval issued by LED which initiated and authorized the project. All original documentation supporting the invoices shall be maintained by Contractor, and shall be subject to audit, as hereinafter stated.

The State shall make every reasonable effort to make payments within 30 business days of receiving an invoice. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the Contract. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

On materials produced by subcontractors or outside suppliers, LED agrees to pay the Contractor the cost of such services or materials as invoiced by the subcontractor or supplier, plus any additional taxes incurred by the Contractor, and the Contractor may not add to or mark up any such costs by adding any additional

commission or fee thereto. Subcontractors and outside suppliers utilized by the Contractor on LED projects must first be approved in writing by either the Secretary of LED or the Undersecretary of LED or their designees in advance of the start of the project.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF LED's Contract Monitor and may be delayed for failure to timely submit Progress Reports.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION
During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL
LED shall have the right to request a substitution of personnel upon written articulation of the reason(s) for the substitution, which substitution will not be unreasonably delayed by the Contractor. The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the Using Agency Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. The Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays to the Project Work Plan.

STATE FURNISHED RESOURCES
The State shall appoint a Project Manager, also called a Contract Monitor, for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager or Contract Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

TAXES
Contractor shall be responsible for payment of all applicable taxes due as a result of the funds received under this contract.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

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

TERMINATION

Termination For Bad Acts
The State has the right to terminate this Contract immediately if the State determines any of the following: (a) misrepresentation by the Contractor; (b) fraud, collusion, conspiracy or other unlawful means by the Contractor in obtaining or performing any contract with the State; (c) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (d) intentional violation by the Contractor of the Louisiana

Procurement Code (La. R.S. 39:1551, et seq.) and its corresponding regulations; (e) any listed reason for debarment of the Contractor under La. R.S. 39:1672; or, (f) any violation by the Contractor of this Contract's Non-Discrimination provision

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

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

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

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

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

REMEDIES FOR DEFAULT
Any claim or controversy arising out of this Contract which cannot first be resolved between the parties shall be resolved under the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW
This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to the Information Technology Procurement code (La. R.S. 39:196-200) and its corresponding rules and regulations; the Louisiana Procurement Code (La. R.S. 39:1551-1755) and its corresponding rules and regulations; and executive orders. After exhaustion of administrative remedies, any action with regard to this Contract shall be brought in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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

OWNERSHIP OF WORK PRODUCT
All software, source code, systems, processes, services, data, records, reports, documents, data files, worksheets, or any other materials obtained, prepared, or developed under this Contract are exclusively-owned property of the State. In addition, all software and customizations developed under this Contract are exclusively-owned property of the State. Contractor, at its expense, shall deliver this property to the Using Agency at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the Using Agency.

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

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

SANITIZATION OF STATE DATA/RECORDS IN CONTRACTOR'S CUSTODY
At all times, including when the Contractor implements new hardware as well as at termination or expiration of this Contract and after the State's data and records have been delivered to the Using Agency, Contractor shall comply with the Louisiana Office of Technology Services Information Security Policy (Information Security Policy) at https://www.doa.la.gov/doa/ots/about-us/infosec/ and the Data Sanitization Standard at https://www.doa.la.gov/media/ofemaenv/data_sanitization_policy.pdf, an appendix to the Information Security Policy and attached to this Contract as Attachment II – Data Sanitization Standards and Requirements Attachment.

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

CONTRACTOR'S COOPERATION
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

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

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

An assignment shall not diminish the State's rights or the Contractor's responsibilities and obligations under this Contract. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

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

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

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

OUTSOURCING OF KEY INTERNAL CONTROLS
With specific regard to Component 3, this section is not applicable.

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

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

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

FISCAL FUNDING
The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NON-DISCRIMINATION
Contractor shall abide by the requirements of the following, as applicable and as amended: the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; Americans with

Disabilities Act of 1990; and Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

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

CONTINUING OBLIGATION
Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS
Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY
Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

PUBLIC RECORDS ACT
Pursuant to the Louisiana Public Records Act (La. R.S. 44.1 et. seq.), all proceedings, records, contracts, and other public documents relating to this Contract shall be open to public inspection. Contractor is reminded that while trade secrets and other proprietary information submitted to the State may not be subject to public disclosure, protections must be claimed by the Contractor. The Contractor shall clearly designate parts of materials that contain a trade secret and/or privilege or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure.

Contractor must be prepared to defend the reasons why the material should be held confidential. By submitting materials with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Contractor agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the Information.
The State reserves the right to make any submitted documents, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its review and negotiation of Contract terms.

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

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

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

PROHIBITED USE OF FUNDS
Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prohibit the use of public funds for the dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

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

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

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with La. R.S. 39:1602.1, for any contract for $100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

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

LIABILITY AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

REQUIRED INSURANCE
Contractor shall have all required insurance as specified in the Insurance Requirements for Contractors Attachment. The required insurance shall be effective for the duration of this Contract. The cost of such insurance shall be included in the maximum contract amount.

For insurance requirements, refer to Attachment III.

LICENSES AND PERMITS
Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to perform the work under this Contract.

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

NO THIRD PARTY BENEFICIARIES
This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The Using Agency and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract. The services under this Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the Using Agency and the Contractor. This provision does not affect the indemnity and insurance obligations under this Contract.

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

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

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

HEADINGS
Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

AMBIGUOUS TERMS
Any rule of construction of contracts that provides that ambiguous terms are construed against the drafter of the contract are not applicable to this contract or any amendment to this contract.

SEPARATE COUNTERPARTS
This contract may be executed in several separate counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same contract.

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

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

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

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

FEDERAL REQUIREMENTS

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

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

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

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

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

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

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

CONTRACT APPROVAL
This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

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Electronic Transaction; Electronic Signatures

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

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

The Graham Group, Contractor

George R. Graham 04/28/2023
By: George R Graham (Apr 28, 2023 08:24 CDT)
Signature (Date)
Printed Name: George Graham
Title: President/CEO

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

Louisiana Department of Economic Development

Anne G Villa 04/28/2023
By: Anne Villa (Apr 28, 2023 11:38 EDT)
Signature (Date)
Printed Name: Anne G. Villa
Title: Undersecretary

LED Contract Monitor:

Marlene Janetos 04/28/2023
By: Marlene Janetos (Apr 28, 2023 08:58 CDT)
Signature (Date)
Printed Name: Marlene Janetos
Title: Marketing Supervisor, Marketing & Communications

Attachment I – Statement of Work and Contractor Personnel Requirements and Hourly Rates

SCOPE OF SERVICES
Contractor shall perform services according to the Description of Services in the terms of this Contract and according to this Statement of Work (SOW) and the Description of Services/Tasks shown below:

DESCRIPTION OF SERVICES/TASKS

Component 3: Media Buying
The Contractor for Component 3 is required to perform the Services listed below. Projects will be executed under this contract by a task order from LED. Projects will be compensated based on media commission.

1. **Project Services (compensated by Media Commission)**
   a. Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis. Media targets may include industry, national and international markets.
   b. Provide demographic and media information standard to the industry.
   c. Duplicate, traffic and track all media and make adjustments to the buy/plan as necessary.
   d. Verify and pay media invoices on behalf of LED.
   e. Coordinate with Contractors selected for other Components to form an integrated, strategic suite of marketing and communication materials.

CONTRACTOR PERSONNEL REQUIREMENTS, OTHER RESOURCES AND HOURLY RATES ATTACHMENT

1.0 PROJECT MANAGEMENT
Contractor shall provide the following project management functions:

A. *Project Management* - Contractor shall provide day-to-day project management using best management practices for all tasks and activities identified in the *Statement of Work Attachment*.

B. *Project Work Plan* - Contractor shall develop and maintain a Project Work Plan. The Project Work Plan shall identify: activities/tasks to be performed, project personnel requirements (both Using Agency and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates, and scheduled completion dates for each deliverable. No project payments shall be made before the Using Agency approves the Project Work Plan. Amendments to the Project Work Plan require written concurrence of both parties.

C. *Project Progress Reports* - Contractor shall provide regular reporting outlining action taken against the marketing strategic plan. Each Project Progress Report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the next reporting period, and issues requiring management attention, particularly those that may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each Project Progress Report shall identify activities by reference to the Project Work Plan.

D. *Media Verification* - Contractor shall back-up verifying all media purchased by itself and its subcontractor(s) to the Using Agency Project Director with each monthly invoice. Media verification shall, at a minimum, identify the name of the media publication, the dates of run, and creative used, and digital hard copies of all placements.

E. *Issue Control.* Contractor shall develop and implement, subject to Using Agency approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

CONTRACTOR RESOURCES
Contractor agrees to provide the following Contract related resources:

A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks.

CONTRACTOR PERSONNEL
Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the Using Agency. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. The Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

The Contractor will bill all media plan expenses with a Commission Rate of 10%.

Attachment II – Data Sanitization Standards and Requirements Attachment
[insert PDF upon finalization for signature]

ATTACHMENT III - INSURANCE REQUIREMENTS FOR CONTRACTORS

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Workers Compensation coverage only.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims- made form is unacceptable.
3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
4. **Professional Liability (Errors and Omissions)**
   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this contract. The policy shall provide an extended reporting period of not less than 36 months, from the expiration date of the policy, if the policy is not renewed. This obligation survives the termination, by expiration or otherwise, of this Contract.
5. **Cyber Liability**
   Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages
    a. The Using Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Using Agency.
    b. The Contractor's insurance shall be primary as respects the Using Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Using Agency shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Employers Liability Coverage
   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Using Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Using Agency.
3. All Coverages
    a. All policies must be endorsed to require 30 days written notice of cancellation to the Using Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Using Agency of policy cancellations or reductions in limits.
    b. The acceptance of the completed work, payment, failure of the Using Agency to require proof of compliance, or Using Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
    c. The insurance companies issuing the policies shall have no recourse against the Using Agency for payment of premiums or for assessments under any form of the policies.
    d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Using Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

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

E. VERIFICATION OF COVERAGE

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

2. The Certificate Holder Shall be listed as follows:
   State of Louisiana
   Louisiana Department of Economic Development, Its Officers, Agents, Employees and Volunteers
   Address: LaSalle Bldg., 617 North 3rd Street, 11th Floor, Baton Rouge, LA. 70802
   Project or Contract #: (To Be Obtained).
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Using Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Using Agency, may be suspended,, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

CERTIFICATION REGARDING LOBBYING ATTACHMENT

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Using Agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

George R. Graham
George R. Graham (Apr 28, 2023 08:24 CDT)

Signature of Contractor's Authorized Official

George R. Graham CEO

Name and Title of Contractor's Authorized Official

04/28/2023

Date

23150-APM Graham_Component 3_LED_MarCommContract

Final Audit Report 2023-04-28

Created:	2023-04-27
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_iMLxGvq2Xi1JbDC_OpBAtCIbkoKqcBz

"23150-APM Graham_Component 3_LED_MarCommContract" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2023-04-27 - 10:08:20 PM GMT- IP address: 159.39.101.2

Document emailed to graham@graham-group.com for signature
2023-04-27 - 10:11:39 PM GMT

Email viewed by graham@graham-group.com
2023-04-28 - 0:33:48 AM GMT- IP address: 3.89.119.108

Signer graham@graham-group.com entered name at signing as George R. Graham
2023-04-28 - 1:24:35 PM GMT- IP address: 74.80.32.102

Document e-signed by George R. Graham (graham@graham-group.com)
Signature Date: 2023-04-28 - 1:24:37 PM GMT - Time Source: server- IP address: 74.80.32.102

Document emailed to Marlene Janetos (marlene.janetos@la.gov) for signature
2023-04-28 - 1:24:40 PM GMT

Email viewed by Marlene Janetos (marlene.janetos@la.gov)
2023-04-28 - 1:56:51 PM GMT- IP address: 159.39.101.2

Document e-signed by Marlene Janetos (marlene.janetos@la.gov)
Signature Date: 2023-04-28 - 1:58:09 PM GMT - Time Source: server- IP address: 159.39.101.2

Document emailed to Anne Villa (anne.villa@la.gov) for signature
2023-04-28 - 1:58:11 PM GMT

Email viewed by Anne Villa (anne.villa@la.gov)
2023-04-28 - 3:37:22 PM GMT- IP address: 166.205.147.34

Adobe Acrobat Sign

Document e-signed by Anne Villa (anne.villa@la.gov)
Signature Date: 2023-04-28 - 3:38:04 PM GMT - Time Source: server- IP address: 166.205.147.34

Agreement completed.
2023-04-28 - 3:38:04 PM GMT

Adobe Acrobat Sign

CHECKLIST FOR COMPLIANCE
The Graham Group
Contract No. 23150-APM
PO # 2000745935
May 1, 2023 – April 30, 2024

Description of Contract Requirements/Documentation to be provided to DED

The contractor agrees to provide the following services:

_____ Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis

PAYMENT AGREEMENT:

_____ The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED under this agreement shall not exceed the sum of One Million Nine Hundred Thousand Dollars and 00/100 ($1,900,000.00). Payment will be made upon receipt of an invoice and approval of the contract monitor and/or agency head.

I certify that the above referenced contractor has met the following:

____ 1. Furnished this agency with the agreed deliverables within the specified contract time frame

____ 2. That these deliverables adhere to the form and content specified in the contract with this department.

____ 3. Has furnished this department with an accurate invoice for services and supporting documentation according to the payment schedule established in their contract.

____ 4. The above referenced deliverables meet the standards and intent set up in that contract.

_____ _____
Agency Contract Monitor and/or Agency Head Date

_____ _____
2nd Level Approval*Date

_____ $ _____
Invoice/Date Amount

*If applicable, please refer to last page of contract monitor policy

Agency # 23150-APM

SC # 100029748 4

PO # 2000745935 5/10

CS

LOUISIANA ECONOMIC DEVELOPMENT
OFFICE OF MANAGEMENT AND FINANCE

URGENT - CONTRACTUAL AGREEMENT
IN-HOUSE ROUTING
PROCESS TO THE NEXT LOCATION ON THE LIST

CONTRACT/AGREEMENT ROUTING SLIP

Office: Marketing

Contractors: The Graham Group

Type Service: CON

Contract Amount: $1,900,000.00 TERMS: 5/1/23 - 4/30/24

	Initials Reviewed/ Approved	Initials Reviewed/ Disapproved	Date
Contract Monitor	M. Janetos		4/26
Contract Reviewer*	CO		4/26
Fiscal Director	KB		5/1/23
Legal	N/A Electronic		
Undersecretary	N/A		

Cert
CS - to AV 5/9
Cover
Resume
W-9

RECEIVED
APR 27 2023
CONTRACTS/GRANTS REVIEWER

RECEIVED
APR 28 2023
CONTRACTS/GRANTS REVIEWER

LOUISIANA ECONOMIC DEVELOPMENT

John Bel Edwards
Governor

Don Pierson
Secretary

May 10, 2023

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Office of State Procurement
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Contract for Approval
The Graham Group

Dear Ms. Rice:

Enclosed is a contract between the Department of Economic Development and The Graham Group listed below for your approval.

AGENCY CONT. NUMBER	CONTRACTOR
Agency # 23150-APM PO # 2000745935	The Graham Group

Thank you for your continued assistance. If you have any questions, please call me at 342-4071.

Sincerely,

Christina Ocmand
LED Contracts Reviewer

Enclosures

GRAHAM GROUP

CORPORATE RESOLUTION OF BOARD OF DIRECTORS OF THE GRAHAM GROUP, INC.

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On the 21st day of April 2023, at a meeting of the Board of Directors of The Graham Group, Inc., a corporation, held in the City of Lafayette, Lafayette Parish, LA, the following business was conducted:

A resolution was passed by the board authorizing George Graham, President/CEO to sign proposals or contracts on behalf of the corporation. By his signature, George Graham may enter into any and all contractual obligations, including proposals on behalf of this corporation as may be agreed upon between him and another entity. This authority includes authorization to sign the proposals and contracts with any Louisiana state department.

I, Michelle Constantin, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of The Graham Group, Inc., a corporation organized and existing under the laws of the State of Louisiana, and that the above is a true and correct copy of the resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the Bylaws of said Corporation on 21st day of April 2023.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, this 21st day of April 2023.

Michelle Constantin

Michelle Constantin
Secretary

o o o



George Graham
President/CEO

George Graham has spent over 45 years building Graham Group into a premier marketing agency. Throughout the years, George has developed strategic marketing plans and managed the brands for a diverse roster of clients. He has advised a number of hospitality industry clients including destination marketing organizations, hotel properties, casinos, resort destinations, food products, and restaurant chains. He has created and launched award-winning ad campaigns built on solid research, sound planning and measurable results.

A graduate of Southeastern Louisiana University, George has served as president of the Louisiana Association of Advertising Agencies. He is a founding member of the Acadiana Advertising Federation and a recipient of the prestigious Silver Medal Award for outstanding service.

Graham Group – June 1979 – Present

RESPONSIBILITIES

- Leads development of overall brand strategy and communications plans
- Maintains strong marketing relationships with industry leaders gaining invaluable knowledge into insights and trends
- Brings innovative thinking and creative marketing solutions to every client project

EXPERIENCE

- Has partnered with clients such as:

Chef John Folse Culinary Institute in planning and developing recruitment efforts to further increase enrollment

Boy Scouts of America, Evangeline Area Council in promoting its centennial celebration and creating awareness for ongoing initiatives such as its Arcadiana Boom service project

Louisiana Seafood Promotion & Marketing Board in strategic oversight of the marketing and advertising efforts executed to raise awareness

Louisiana Highway Safety Commission in overall marketing and media strategy

LUS Fiber in developing and leading a public educational and awareness campaign for broadband service during public referendum

Cypress Bayou Casino Hotel in providing strategic direction for implementing marketing initiatives for the gaming property and its amenities

MidSouth Bank in the launch of brand development and marketing strategies for a variety of products

St. Landry Bank in providing strategic direction for branding initiative

CHRISTUS St. Patrick Hospital in helping to guide annual marketing strategies across service lines

Moncus Park in heading community initiative to build support for newly formed park and laying the groundwork for fundraising

Chart House, Inc. – Nationwide
Director of Marketing – 1975 – 1979
- Responsible for multi-unit concept marketing at the publicly held restaurant corporation with over $250 million in annual sales revenue
- Coordinated branding strategies, public relations and promotional development for the **Burger King** division as well as the **Chart House Seafood/Steakhouse, Cisco's Mexican, Sea Shack,** and **Monte's Grill** restaurant concepts



Kathy Andersen
Senior Vice President/Account Supervisor

Kathy Andersen has been an integral part of her clients' success. Her innovative marketing strategies arise from a thorough understanding of industries she services and the markets her clients have established. She is a natural leader adept at developing innovative marketing strategies and connecting their execution at every step of the process and whose attention to detail, strong planning skills and tenacity are a tremendous benefit to the accounts she serves.

Kathy drives our team to think in a global perspective through *out-of-the-box* thinking, always with the clients' core objectives in mind. Her hands-on approach to account service is evident through her planning skills and branding expertise, complemented by the expertise she brings to media strategy development and oversight.

Kathy received her bachelor's degree from the University of Southwestern Louisiana.

Graham Group – February 1999 – Present

RESPONSIBILITIES

- Supervises all marketing and media strategic planning associated with client accounts
- Assists in gathering research and tech data to make strategic recommendations for growth to clients
- Oversees the development and execution of advertising, marketing and public relations programs

EXPERIENCE

- Has partnered with clients such as:

Louisiana Seafood Promotion & Marketing Board in supervising multimillion-dollar account that focused on improving perceptions of Louisiana seafood both statewide and across the country

Cypress Bayou Casino Hotel in developing comprehensive marketing strategy to increase visitation and revenue

DEMCO (Dixie Electric Membership Corporation) in overseeing comprehensive marketing and interactive strategy to communicate to the membership

Louisiana Secretary of State in overseeing brand development and design of website and collateral materials for grassroot program

LUS Fiber in spearheading public education campaign on the benefits of fiber-to-the-home and creating awareness for public referendum as well as directing multimedia campaign to increase sales for telecommunications products and services

Delta Downs Casino & Hotel in developing and executing targeted consumer campaigns and promotions

Heart Hospital of Lafayette in developing multimedia strategy to feature cardiovascular services and physicians

Senior Health Insurance Information Program within the **Louisiana Department of Insurance** in creating awareness for services available to Medicare-eligible individuals

a.k.a. advertising – Lafayette, LA
Account Supervisor – February 1996 – January 1999
- Assisted with the implementation and execution of strategic marketing plans for a variety of clients
- Handled production management for the agency
- Worked with clients such as: **Community Coffee Company, New Iberia Cooperative inclusive of TABASCO®, Jungle Gardens Avery Island, Shadows-on-the-Teche, Rip Van Winkle Gardens,** and **KONRIKO**



Cori Weber
Senior Account Executive

Cori Weber is responsible for driving marketing strategies for several of the agency's key clients, from their inception to their execution. She brings with her a strong public relations background, a keen attention to detail and a commitment to each of her clients to provide the very best of her abilities. From coordinating marketing and media plans to assisting with creative strategy and direction, Cori ensures that her clients' projects are completed on time, within budget and in consistent support of the goals and objectives established.

Cori received her bachelor's degree from Louisiana State University.

Graham Group – January 2005 – Present

RESPONSIBILITIES

- Develops marketing plans for clients focused on strategic recommendations for growth
- Manages the day-to-day coordination of her clients' projects within each of the agency's departments

EXPERIENCE

- Has partnered with clients such as

Riverwalk Casino Hotel in managing annual digital campaigns to encourage visitation and trial of property amenities including on-site restaurants

LSU College of Engineering on developing and executing a multimedia marketing campaign in connection with the capital campaign to raise funds for overhaul of existing college infrastructure and addition of new engineering building on the LSU main campus

Advancial Federal Credit Union in managing a comprehensive marketing strategy raising awareness of products and services

CHRISTUS St. Patrick Hospital on a number of social marketing and public awareness campaigns spanning a variety of service lines

CHRISTUS Health Louisiana in executing multimedia registered nurse recruitment campaigns

Simon Fitzgerald, LLC in driving broadcast marketing strategies across Louisiana for bankruptcy services

Bryson Law Firm in coordinating an ongoing direct response campaign to potential clients

Episcopal School of Acadiana in spearheading public relations campaign educating residents of the educational opportunities available at the school's new Enrichment Center

JohnPac in developing business-to-business campaign to convey its packaging services, specifically focused on domestic manufacturing



Denise Bishop
Media Planner/Buyer

Denise Bishop brings a wealth of knowledge and resources to Graham Group's clients. Her approach to planning, analyzing and negotiating is multidimensional with an emphasis on added value and post-buy analysis. She enjoys delving into new approaches to help achieve our clients' goals. She is adept in developing comprehensive strategies to cut through the clutter and find the best communication channels through which to speak to a consumer. Denise leads various regional and national media strategies.

Denise is a graduate of Louisiana State University.

Graham Group – November 2005 – Present

RESPONSIBILITIES

- Develops media plans and buys with an emphasis on negotiating bonus media for clients and post-buy analysis
- Experienced in purchasing media for publicly funded accounts
- Provides strategic planning for clients by utilizing market research

EXPERIENCE

- Has partnered with clients such as

Louisiana Lottery Corporation in providing comprehensive media planning and buying services resulting in record breaking sales

Louisiana Highway Safety Commission in strategizing statewide multimedia placement in order to influence consumer driving behaviors

Advancial Federal Credit Union in developing multimedia strategies to promote the credit unions products and service offerings

Shreveport-Bossier Convention & Tourist Bureau in executing multimedia campaigns promoting the guests as a tourist destination

Simon Fitzgerald, LLC in negotiating and executing statewide broadcast media schedules

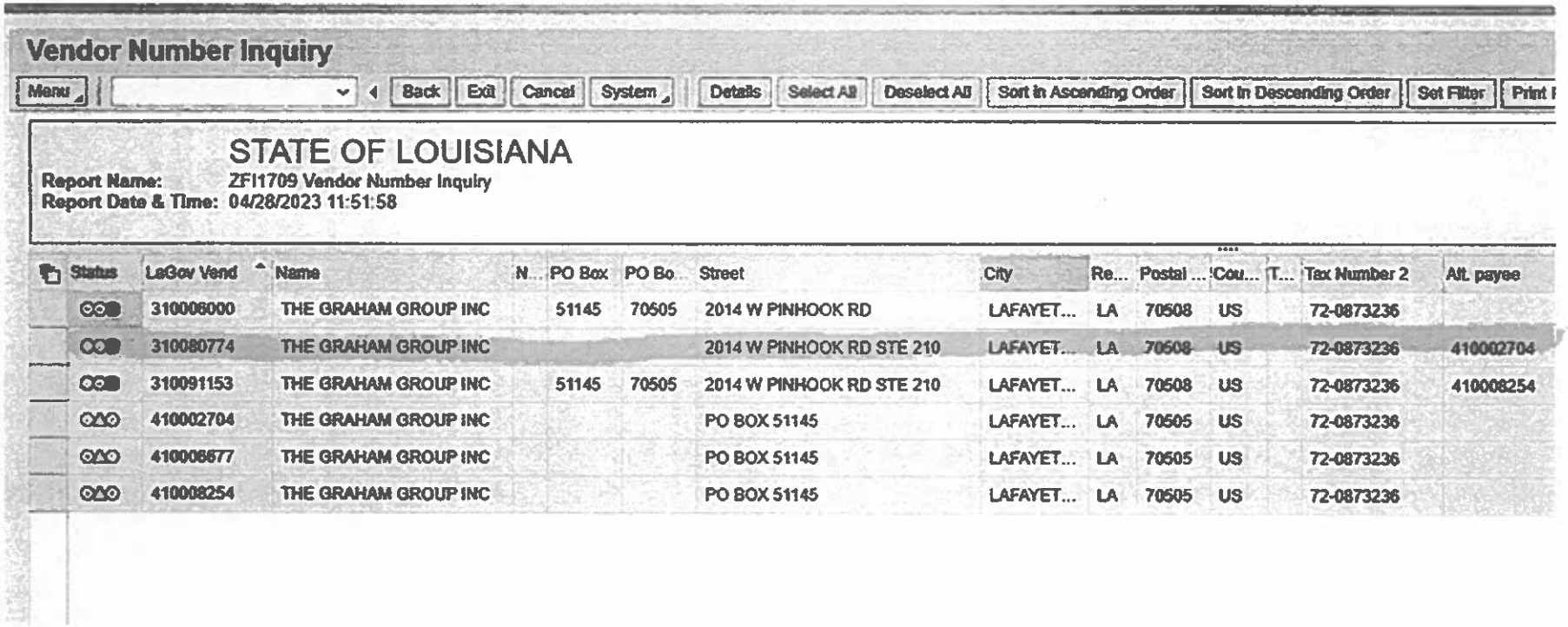
LSU College of Engineering in executing a media strategy for recruiting professors across the nation

Delta Downs Racetrack Casino & Hotel in planning and negotiating annual media buys targeting guests in the casino's drive markets

LCI/McCann Erickson Advertising Agency – New Orleans, LA
Media Planner/Buyer – July 2004 – November 2005
- Placed broadcast media for clients such as **Popeye's Chicken & Biscuits, General Motors, Lowe's, and Nationwide Insurance**

Christina Ocmand

Subject: Sent from Snipping Tool



Vendor Number Inquiry

Menu | Back | Exit | Cancel | System | Details | Select All | Deselect All | Sort in Ascending Order | Sort in Descending Order | Set Filter | Print

STATE OF LOUISIANA

Report Name: ZFI1709 Vendor Number Inquiry
Report Date & Time: 04/28/2023 11:51:58

Status	LaGov Vend	Name	N...	PO Box	PO Bo...	Street	City	Re...	Postal ...	Cou...	T...	Tax Number 2	Alt. payee
	310006000	THE GRAHAM GROUP INC		51145	70505	2014 W PINHOOK RD	LAFAYET...	LA	70508	US		72-0873236	
	310080774	THE GRAHAM GROUP INC				2014 W PINHOOK RD STE 210	LAFAYET...	LA	70508	US		72-0873236	410002704
	310091153	THE GRAHAM GROUP INC		51145	70505	2014 W PINHOOK RD STE 210	LAFAYET...	LA	70508	US		72-0873236	410008254
	410002704	THE GRAHAM GROUP INC				PO BOX 51145	LAFAYET...	LA	70505	US		72-0873236	
	410006677	THE GRAHAM GROUP INC				PO BOX 51145	LAFAYET...	LA	70505	US		72-0873236	
	410008254	THE GRAHAM GROUP INC				PO BOX 51145	LAFAYET...	LA	70505	US		72-0873236	

Vendor Profile Data

Company Data		
Company Name / Full Name	THE GRAHAM GROUP INC	
Vendor ID	310080774	
Domicile / Physical Address	Street Address	2014 W PINHOOK RD STE 210
	City	LAFAYETTE
	State	LA
	Parish/County	LAFAYETTE
	Zip Code	70508
	Country	US
Business Type	S Corporation	
Publicly Traded	No	
All applicable federal, state, and payroll taxes have been paid and are current	Yes	

Leadership and Governance Data	
Owners	George Graham
Board of Directors	Roxanne Graham Michelle Constantin George Graham
Corporate Officers	George Graham Michelle Constantin

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		100.00

DBE Certification	
MBE	☐
MWBE	☐
WWBE	☐
WMBE or Other DBE	☐

Agent and Lobbyist Information

Last Review: 02/17/2023 08:28:29
By: MICHELLE CONSTANTIN

EXHIBIT
tabbies
F

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)

Date 4/18/2024 Dept/Budget Unit/Program #: 05-252

Dept/Agency/Program Name: Office of Business Development Purchase Order/Contract #: 2000745935

Agency/Program BA-22 # : 23150A-APM Agency/Program Contract #: 23150A-APM

Fiscal Year for this BA-22: 2023-24 (yyyy-yy) BA-22 Start/End Dates: 07/01/23 (Start Date) 06/30/24 (End Date)

Multi-year Contract (Yes/No): YES If "Yes", provide contract dates: 05/01/23 (Start Date) 04/30/26 (End Date)

The Graham Group (Contractor/Vendor Name) 720873236-00 (Contractor/Vendor No.) 0310080774

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 3- Media Buying.
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): Yes Amendment Start/End Dates: 05/01/23 (Start Date) 04/30/26 (End Date)

Contract Cancellation (Yes/No): Date of Cancellation:

Amendment to increase contract amount by $900,000 for a new total contract amount of $2,800,000 and extend contract end date to April 30, 2025.
(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	$0.00	%	$900,000.00	32%
Interagency Transfers	$0.00	%	$0.00	0%
Fees and Self Gen.	$0.00	%	$0.00	0%
Statutory Dedication	$0.00	%	$1,900,000.00	68%
Federal	$0.00	%	$0.00	0%
TOTALS	$0.00	%	$2,800,000.00	100%

(Specify source (i.e. grant name, fund name, IAT vendor agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No)
If not, explain.

This information is to be provided at the Agency/Program Level

Name of GL /Category:	Other Charges
GL/Category Number:	5510400
Amount Budgeted:	$3,700,000.00
Amount Previously Obligated:	$2,000,000.00
Amount this BA-22:	$900,000.00
Balance:	$800,000.00

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact: Errol Smith (Errol Smith (Apr 18, 2024 14:49 CDT))
Name: Errol Smith
Title: Budget Administrator 1
Phone: 342-5400

Reviewed/Approved By: (Anne G. Villa (Apr 19, 2024 10:31 CDT))
Name: Anne G. Villa
Title: Deputy Secretary
Phone: 342-5395

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
2521022000	25200EDM00	5510400				$900,000.00

Contractor Name and Address:
The Graham Group
2014 West Pinhook Rd. Suite 210
Lafayette LA
70508

Schedul3 16 (Yes/No)

ID# 720873236-00 0310080774

Contr. # 23150A-APM

Agency # 252

Contract Dates: 05/01/23-04/30/25

*Multi Year	Contract Year	Cost Center	GL Account	Fund Ctr.	Fund	MOF	$ Amount
X	FY23	2521022000	5510400		25200EDM00	Stat Ded	1,000,000.00
	FY24	2521022000	5510400		2520000000	Gen Fund	900,000.00
	FY25	2521022000	5510400		25200EDM00	Stat Ded	900,000.00

EDH	Louisiana Entertainment Development Fund R. S. 47:60007 (C) and R. S. 47:6007 (C) (4) (g)
EDD	Major Events Incentives Fund R. S. 51:2365.1
ED6	Louisiana Economic Development Fund R.S. 51:2315
EDR	Rapid Response Fund R.S. 51:2361
EDM	Marketing Fund R.S.47:318
MEGA	Louisiana Mega Project Development Fund R.S. 51:2365
STB	Amnesty Fund R.S. 47:1565

Total Contract $2,800,000.00

Short Description:	Advertising services
Parish	Lafayette
Contract Monitor	Marlene Janetos
Type:	CON

23150A-APM Graham Group BA-22

Final Audit Report 2024-04-19

Created:	2024-04-18
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtcl1FF3MrWLBrXRracQNH7pX2SL6GCWd

"23150A-APM Graham Group BA-22" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2024-04-18 - 7:47:25 PM GMT- IP address: 136.226.13.64

Document emailed to errol.smith@la.gov for signature
2024-04-18 - 7:48:10 PM GMT

Email viewed by errol.smith@la.gov
2024-04-18 - 7:48:49 PM GMT- IP address: 136.226.13.63

Signer errol.smith@la.gov entered name at signing as Errol Smith
2024-04-18 - 7:49:05 PM GMT- IP address: 136.226.13.63

Document e-signed by Errol Smith (errol.smith@la.gov)
Signature Date: 2024-04-18 - 7:49:07 PM GMT - Time Source: server- IP address: 136.226.13.63

Document emailed to ANNE VILLA (anne.villa@la.gov) for signature
2024-04-18 - 7:49:08 PM GMT

Email viewed by ANNE VILLA (anne.villa@la.gov)
2024-04-19 - 9:31:23 PM GMT- IP address: 136.226.13.48

Document e-signed by ANNE VILLA (anne.villa@la.gov)
Signature Date: 2024-04-19 - 9:31:29 PM GMT - Time Source: server- IP address: 136.226.13.48

Agreement completed.
2024-04-19 - 9:31:29 PM GMT

Adobe Acrobat Sign

STATE OF LOUISIANA

La Dept of Economic Development

Vendor Number/Name/Address:
0310080774
THE GRAHAM GROUP INC
2014 W PINHOOK RD STE 210
LAFAYETTE, LA 70508

PURCHASE ORDER CHANGE
Number: **2000745935**
Version: 3
Date Issued: 05/13/2024
Fiscal Year: 2024
Buyer: CHRISTINA OCMAND

Phone:
Email: christina.ocmand@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

Deliver To:
LED Office of Business Development
1051 North 3rd St
Baton Rouge, LA 70802

Invoice To Address:
La Dept of Economic Development
Fiscal - Business Development
PO Box 94185
Baton Rouge, LA 70804-9185

Ship To Contact:

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000297484
Bid Response Number:_____
Invitation to Bid:_____
Total Amount of PO: $2,800,000.00

Reference1: 23150-APM

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 80141600 SERVICE DESCRIPTION: Graham Group Comp 3 FY23 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	1,000,000.00
2	Product Category: 80141600 SERVICE DESCRIPTION: Graham Group Comp 3 FY24 GF M&C DELIVERY: N/A	N/A	N/A	N/A	900,000.00
3	Product Category: 80141600 SERVICE DESCRIPTION Graham Group Comp 3 FY25 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	900,000.00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL 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 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF $100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE: _____

Agency Administrative Officer

STATE CIVIL SERVICE

Contract Review – Agency Request Form

Revised: 03/18

FOR CIVIL SERVICE USE ONLY		
Effective Date of Contract	**Approval Date**	
	SCS Commission Approval (if required)	***SCS Approval (Initial and Date)***
Comments		

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL		
Agency Name	**Personnel Area Number**	**Agency Number**
LED – (DED) Louisiana Economic Development	252 Office of Bus Dev	252

CONTRACT INFORMATION		
Contract #	**Name of Contractor**	
2000745935	The Graham Group	
Is this an amendment to an existing contract?		**If yes, OCR # (if applicable)**
Yes ☒	**No ☐**	
Start Date of Contract	**End Date of Contract/Amendment**	**Dollar Amount of Contract (Including Amendment)**
05/01/23	04/30/25	$2,800,000.00

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS

Provide a brief overview of services to be performed to include the following:

Services to be replaced/provided by a contractor:

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 3 – Media Buying

Advantages of contracting out services:

Project specific, contractor expertise

Justification for contracting out services:

Project specific

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES

Will this contract result in the removal of responsibilities from one or more classified state employees?

Yes ☐	**No ☒**

Will this contract establish a relationship wherein an employee or official of the state takes the following actions:

Determines the work hours of the person performing the contractual services	**Yes ☐**	**No ☒**
Determines the day to day duties of that person	**Yes ☐**	**No ☒**
Approves the absences from the work place of that person	**Yes ☐**	**No ☒**

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Employee Relations Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motived reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Anne G. Villa	04/22/24

Title of Appointing Authority

Deputy Secretary

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date
Anne Villa ANNE VILLA (Apr 22, 2024 15:26 CDT)	04/22/24

Title of Person Signing this Request

Deputy Secretary

Contact Information *(Human Resources Contact)*

Name			
Email		**Phone Number**	**(###) ###-####**

Civil Service form - Graham Group Component 3

Final Audit Report 2024-04-22

Created:	2024-04-22
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf3gVqOidKNS6MMQQiv3IbyQ8pmqmne2f

"Civil Service form - Graham Group Component 3" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2024-04-22 - 7:22:37 PM GMT- IP address: 136.226.13.51

Document emailed to ANNE VILLA (anne.villa@la.gov) for signature
2024-04-22 - 7:24:11 PM GMT

Email viewed by ANNE VILLA (anne.villa@la.gov)
2024-04-22 - 8:26:36 PM GMT- IP address: 136.226.12.174

Document e-signed by ANNE VILLA (anne.villa@la.gov)
Signature Date: 2024-04-22 - 8:26:52 PM GMT - Time Source: server- IP address: 136.226.12.174

Agreement completed.
2024-04-22 - 8:26:52 PM GMT

Adobe Acrobat Sign

PO#2000745935

STATE OF LOUISIANA

Department of Economic Development

First Amendment to Consulting Services Contract with

THE GRAHAM GROUP

This First Amendment to Consulting Services Contract (First Amendment) has been entered into and is effective as of **May 1, 2024,** by and between the **Louisiana Department of Economic Development,** LaSalle Building, 11th Floor, 617 North 3rd Street, P.O. Box 94185, Baton Rouge, LA 70804-9185, (hereinafter sometimes referred to as the **"Department", "LED"** or **"State"),** for the benefit of its Marketing & Communication's Division; and **The Graham Group,** 2014 West Pinhook Road, Suite 210, Lafayette, Louisiana 70508 (sometimes herein called **"Contractor"),** who, in order to serve the public for the purposes hereinafter stated, have declared and acknowledged as follows:

WHEREAS, the parties hereto have previously entered into a **Consulting Services Contract** (Contract) on **May 1, 2023**, with an original termination date of **April 30, 2024,** where the said parties now desire to again amend and supplement the said Contract to better meet the needs of LED by extending for an additional year the term and termination date of the Contract, with the total dollar amount of the maximum fee of **$1,900,000.00** for the extended term, as hereinafter stated;

THEREFORE, by mutual consent and agreement, and notwithstanding any other provisions to the contrary contained in the original Contract, (any and all such contrary provisions being hereby modified so as to be consistent with this First Amendment), the aforesaid Contract is hereby amended and supplemented, as follows:

SECTION 1. entitled **TERM OF CONTRACT**, appearing on page 2 of the original Contract, is hereby deleted, and the following new **Section 1** is substituted in its place, to read as follows:

SECTION 1. TERM OF CONTRACT
This Contract which shall begin on **May 1, 2023**, and shall end on **April 30, 2025.** The State has exercised its right to extend this Contract for up to a total of thirty-six (36 months) with the concurrence of the Contractor and all appropriate approvals.

SECTION 2. entitled **COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT,** appearing on page 2 of the original Contract is hereby amended so that the total dollar amount of the **Maximum Fee** shown in this **Section** is not to exceed the new total amount of **$2,800,000.00**.

It is further understood and agreed that the language contained in this First Amendment shall supersede any language to the contrary contained in the original Consulting Services Contract and its attachments, as previously amended; and all other terms, provisions and conditions of the original Media Planning and Buying Contract and its attachments, unless modified herein, shall remain the same, unchanged and in full force and effect.

23150A-APM Graham_Component 3_LED_Mar CommContract - Extension Amendment

Final Audit Report 2024-04-15

Created:	2024-04-12
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAned14SCDH7ONb-m4pKkS6yqwaMVovNvT

"23150A-APM Graham_Component 3_LED_MarCommContract - Extension Amendment" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2024-04-12 - 7:32:53 PM GMT- IP address: 136.226.12.62

Document emailed to graham@graham-group.com for signature
2024-04-12 - 7:34:06 PM GMT

Email viewed by graham@graham-group.com
2024-04-12 - 8:47:30 PM GMT- IP address: 3.219.35.58

Signer graham@graham-group.com entered name at signing as George Graham
2024-04-12 - 8:50:44 PM GMT- IP address: 76.72.30.127

Document e-signed by George Graham (graham@graham-group.com)
Signature Date: 2024-04-12 - 8:50:46 PM GMT - Time Source: server- IP address: 76.72.30.127

Document emailed to Marlene Janetos (marlene.janetos@la.gov) for signature
2024-04-12 - 8:50:47 PM GMT

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2024-04-12 - 8:51:38 PM GMT- IP address: 208.124.200.125

Document e-signed by Marlene Janetos (marlene.janetos@la.gov)
Signature Date: 2024-04-12 - 8:52:10 PM GMT - Time Source: server- IP address: 206.124.200.125

Document emailed to ANNE VILLA (anne.villa@la.gov) for signature
2024-04-12 - 8:52:11 PM GMT

Email viewed by ANNE VILLA (anne.villa@la.gov)
2024-04-15 - 5:41:45 PM GMT- IP address: 136.226.13.48

Adobe Acrobat Sign

Document e-signed by ANNE VILLA (anne.villa@la.gov)

Signature Date: 2024-04-15 - 5:41:55 PM GMT - Time Source: server- IP address: 136.226.13.48

Agreement completed.

2024-04-15 - 5:41:55 PM GMT

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CHECKLIST FOR COMPLIANCE
The Graham Group
Contract No. 23150A-APM
PO # 2000745935
May 1, 2023 – April 30, 2025

Description of Contract Requirements/Documentation to be provided to DED

The contractor agrees to provide the following services:

_____ Perform media buying services to purchase advertising across all types of media, including but not limited to: pre-buy analysis, media planning, media buying (negotiating best rates and placements), trafficking and post-buy analysis

PAYMENT AGREEMENT:

_____ The budgeted amount for this project, the Contractor's maximum fee, and the total cost to LED under this agreement shall not exceed the sum of Two Million Eight Hundred Thousand Dollars and 00/100 ($2,800,000.00). Payment will be made upon receipt of an invoice and approval of the contract monitor and/or agency head.

I certify that the above referenced contractor has met the following:

____ 1. Furnished this agency with the agreed deliverables within the specified contract time frame

____ 2. That these deliverables adhere to the form and content specified in the contract with this department.

____ 3. Has furnished this department with an accurate invoice for services and supporting documentation according to the payment schedule established in their contract.

____ 4. The above referenced deliverables meet the standards and intent set up in that contract.

_____ _____
Agency Contract Monitor and/or Agency Head Date

_____ _____
2nd Level Approval*Date

_____ $ _____
Invoice/Date Amount

*If applicable, please refer to last page of contract monitor policy

Agency # 2315DA-APM

SC #

PO # 2000745935 4/25

CS

LOUISIANA ECONOMIC DEVELOPMENT
OFFICE OF MANAGEMENT AND FINANCE

URGENT - CONTRACTUAL AGREEMENT IN-HOUSE ROUTING PROCESS TO THE NEXT LOCATION ON THE LIST

CONTRACT/AGREEMENT ROUTING SLIP

Office: M+C

Contractors: The Graham Group

Type Service: LON

Contract Amount: $2,800,000.00 TERMS: 5/1/23 - 4/30/25

	Initials Reviewed/ Approved	Initials Reviewed/ Disapproved	Date
Contract Monitor	M. Janetos		4/12
Contract Reviewer*	LO		4/15
Fiscal Director			
Legal			
Undersecretary			

RECEIVED
APR 12 2024
CONTRACTS/GRANTS REVIEWER

Jeff Landry
Governor

LED | LOUISIANA ECONOMIC DEVELOPMENT

Susan B. Bourgeois
Secretary

April 25, 2024

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Office of State Procurement
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Amendment for Approval
The Graham Group

Dear Ms. Rice:

Enclosed is an amendment to a contract between the Department of Economic Development and The Graham Group listed below for your approval.

AGENCY CONT. NUMBER	CONTRACTOR
Agency # 24150A-APM PO # 2000745935	The Graham Group

Thank you for your continued assistance. If you have any questions, please call me at 342-4071.

Sincerely,

Christina Ocmand
LED Contracts Reviewer

Enclosures

Jeff Landry
Governor

LED LOUISIANA ECONOMIC DEVELOPMENT

Susan B. Bourgeois
Secretary

April 25, 2024

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Division of Administration
Office of State Procurement
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Multi-year Justification
The Graham Group

Dear Ms. Rice:

Please consider this justification for the Department of Economic Development to continue a contract with The Graham Group. Funds for the first fiscal year are available and the subsequent fiscal years will be upon the availability of funds.

The contractor will provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 3 – Media Buying.

The estimated requirements covering the period of the contract are reasonably firm and continuing and such a contract will serve the best interests of the State by encouraging effective competition of otherwise promoting economies in state procurement.

If further information is needed, please contact me at 342-4071.

Sincerely,

Christina Ocmand

Vendor Profile Data

Company Data		
Company Name / Full Name	THE GRAHAM GROUP INC	
Vendor ID	310080774	
Domicile / Physical Address	Street Address	2014 W PINHOOK RD STE 210
	City	LAFAYETTE
	State	LA
	Parish/County	LAFAYETTE
	Zip Code	70508
	Country	US
Business Type	S Corporation	
Publicly Traded	No	
All applicable federal, state, and payroll taxes have been paid and are current	Yes	

Leadership and Governance Data	
Owners	George Graham
Board of Directors	Roxanne Graham Michelle Constantin George Graham
Corporate Officers	George Graham Michelle Constantin

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		100.00

DBE Certification	
MBE	☐
MWBE	☐
WWBE	☐
WMBE or Other DBE	☐

Agent and Lobbyist Information

Last Review: 02/23/2024 08:42:54
By: MICHELLE CONSTANTIN

EXHIBIT G

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
BA-22 (Revised 7/2020)

Date: 3/12/2025 Dept/Budget Unit/Program #: 05-252

Dept/Agency/Program Name: Office of Business Development Purchase Order/Contract #: 2000745935

Agency/Program BA-22 # : 23150B-APM Agency/Program Contract #: 23150B-APM

Fiscal Year for this BA-22: 2024-25 (yyyy-yy) BA-22 Start/End Dates: 05/01/23 7/1/25 (Start Date) 04/30/26 (End Date)

Multi-year Contract (Yes/No): YES 7/1/25 If "Yes", provide contract dates: 05/01/23 (Start Date) 04/30/26 (End Date)

The Graham Group (Contractor/Vendor Name) 720873236-00 (Contractor/Vendor No.) 0310080774

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 3- Media Buying.
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): Yes Amendment Start/End Dates: 05/01/23 (Start Date) 04/30/26 (End Date)

Contract Cancellation (Yes/No): Date of Cancellation:

Amendment to extend contract end date to April 30, 2026.
(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency/Program Level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	$0.00	%	$900,000.00	32%
Interagency Transfers	$0.00	%	$0.00	0%
Fees and Self Gen.	$0.00	%	$0.00	0%
Statutory Dedication	$0.00	%	$1,900,000.00	68%
Federal	$0.00	%	$0.00	0%
TOTALS	$0.00	%	$2,800,000.00	100%

(Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No)

If not, explain.

This information is to be provided at the Agency/Program Level

Name of GL /Category:	Other Charges
GL/Category Number:	5510400
Amount Budgeted:	$5,107,320.00
Amount Previously Obligated:	$4,907,318.18
Amount this BA-22:	$0.00
Balance:	$200,001.82

The approval of the aforementioned contract will not cause this agency/program to be placed in an Object Category deficit.

Agy/Prg Contact:
Name: Errol Smith
Title: Budget Administrator 1
Phone: 342-5400

Reviewed/Approved By:
Name: Kathy Blankenship
Title: Deputy Undersecretary
Phone: 342-9658

FOR AGENCY USE ONLY

COST CENTER	FUND	G/L	ORDER #	GRANT #	WBS ELEMENT	AMOUNT
2521022000	25200EDM00	5510400				$0.00

Contractor Name and Address:
The Graham Group
2014 West Pinhook Rd. Suite 210
Lafayette, LA
70508

Schedul3 16 (Yes/No)

ID# 720873236-00 0310080774

Contr. # 23150B-APM

Agency # 252 KA 7/1/25

Contract Dates: 05/01/23-04/30/26

*Multi Year	Contract Year	Cost Center	GL Account	Fund Ctr.	Fund	MOF	$ Amount
X	FY23	2521022000	5510400		25200EDM00	Stat Ded	1,000,000.00
	FY24	2521022000	5510400		2520000000	Gen Fund	144,860.81
	FY25	2521022000	5510400		25200EDM00	Stat Ded	1,655,139.19

EDH	Louisiana Entertainment Development Fund R. S. 47:60007 (C) and R. S. 47:6007 (C) (4) (g)
EDD	Major Events Incentives Fund R. S. 51:2365.1
ED6	Louisiana Economic Development Fund R.S. 51:2315
EDR	Rapid Response Fund R.S. 51:2361
EDM	Marketing Fund R.S.47:318
MEGA	Louisiana Mega Project Development Fund R.S. 51:2365
STB	Amnesty Fund R.S. 47:1565

Total Contract **$2,800,000.00**

Short Description:	Advertising services
Parish:	Lafayette
Contract Monitor:	Monica Champagne
Type:	CON

STATE OF LOUISIANA
La Dept of Economic Development

Vendor Number/Name/Address:
0310080774
THE GRAHAM GROUP INC
2014 W PINHOOK RD STE 210
LAFAYETTE, LA 70508

PURCHASE ORDER CHANGE
Number: 2000745935
Version: 4
Date Issued: 04/22/2025
Fiscal Year: 2025
Buyer: CHRISTINA OCMAND

POSTED AV

Phone:
Email: christina.ocmand@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

Deliver To:
LED Office of Business Development
1051 North 3rd St
Baton Rouge, LA 70802

Invoice To Address:
La Dept of Economic Development
Fiscal - Business Development
PO Box 94185
Baton Rouge, LA 70804-9185

Ship To Contact:

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000297484
Bid Response Number:
Invitation to Bid:
Total Amount of PO: $2,800,000.00

Reference1: 23150-APM

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 80141600 SERVICE DESCRIPTION: Graham Group Comp 3 FY23 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	1,000,000.00
2	Product Category: 80141600 SERVICE DESCRIPTION: Graham Group Comp 3 FY24 GF M&C DELIVERY: N/A	N/A	N/A	N/A	900,000.00
3	Product Category: 80141600 SERVICE DESCRIPTION: Graham Group Comp 3 FY25 Stat Ded M&C DELIVERY: N/A	N/A	N/A	N/A	900,000.00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL 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 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 AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF $100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE:_____

Agency Administrative Officer

STATECIVILSERVICE

Contract Review – Agency Request Form

Revised: 03/18

FOR CIVIL SERVICE USE ONLY		
Effective Date of Contract	**Approval Date**	
	SCS Commission Approval (if required)	***SCS Approval (Initial and Date)***
Comments		

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL

Agency Name	**Personnel Area Number**	**Agency Number**
LED – (DED) Louisiana Economic Development	252 Office of Bus Dev	252

CONTRACT INFORMATION

Contract #	**Name of Contractor**
2000745935	The Graham Group

Is this an amendment to an existing contract?		**If yes, OCR # (if applicable)**
Yes ☒	**No ☐**	

Start Date of Contract	**End Date of Contract/Amendment**	**Dollar Amount of Contract (Including Amendment)**
05/01/23	**04/30/26**	**$2,800,000.00**

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS

Provide a brief overview of services to be performed to include the following:

Services to be replaced/provided by a contractor:

Provide assistance in developing and executing a strategic marketing and communication program for LED related to Component 3 – Media Buying

Advantages of contracting out services:

Project specific, contractor expertise

Justification for contracting out services:

Project specific

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES

Will this contract result in the removal of responsibilities from one or more classified state employees?

Yes ☐	**No ☒**

Will this contract establish a relationship wherein an employee or official of the state takes the following actions:

Determines the work hours of the person performing the contractual services	**Yes ☐**	**No ☒**
Determines the day to day duties of that person	**Yes ☐**	**No ☒**
Approves the absences from the work place of that person	**Yes ☐**	**No ☒**

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Employee Relations Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motived reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Kathy Blankenship	03/10/25

Title of Appointing Authority
Undersecretary

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date
Kathy Blankenship	03/10/25

Title of Person Signing this Request
Undersecretary

Contact Information *(Human Resources Contact)*

Name			
Email		Phone Number	(###) ###-####

PO#2000745935

STATE OF LOUISIANA

Louisiana Economic Development

Second Amendment to Consulting Services Contract with

THE GRAHAM GROUP

This Second Amendment to Consulting Services Contract (Second Amendment) has been entered into and is effective as of **May 1, 2025,** by and between the **Louisiana Economic Development** (formerly known as Louisiana Department of Economic Development), LaSalle Building, 11th Floor, 617 North 3rd Street, P.O. Box 94185, Baton Rouge, LA 70804-9185, (hereinafter sometimes referred to as the **"Department", "LED"** or **"State"**), for the benefit of its Marketing & Communication's Division; and **The Graham Group,** 2014 West Pinhook Road, Suite 210, Lafayette, Louisiana 70508 (sometimes herein called **"Contractor"**), who, in order to serve the public for the purposes hereinafter stated, have declared and acknowledged as follows:

WHEREAS, the parties hereto have previously entered into a **Consulting Services Contract** (Contract) on **May 1, 2023**, with an original termination date of **April 30, 2024**, and agreed upon an amended Contract on **May 1, 2024,** with an amended termination date of **April 30, 2025.** The parties now desire to again amend the said Contract to better meet the needs of LED by extending for an additional year the term and termination date of the Contract, as hereinafter stated;

THEREFORE, by mutual consent and agreement, and notwithstanding any other provisions to the contrary contained in the original Contract, (any and all such contrary provisions being hereby modified so as to be consistent with this Second Amendment), the aforesaid Contract is hereby amended, as follows:

AMENDMENT 1:

TERM OF CONTRACT, appearing on page 2 of the original Contract, is hereby deleted, and the following new clause is substituted in its place, to read as follows:

> **TERM OF CONTRACT**
> This Contract which shall begin on **May 1, 2023,** and shall end on **April 30, 2026.** The State has exercised its right to extend this Contract for up to a total of thirty-six (36 months) with the concurrence of the Contractor and all appropriate approvals.

AMENDMENT 2:

The following clauses are hereby added to the end of page 15:

> **Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries**
>
> In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:
>
> Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

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

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

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

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the Louisiana legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

It is further understood and agreed that the language contained in this Second Amendment shall supersede any language to the contrary contained in the original Consulting Services Contract and its attachments, as previously amended; and all other terms, provisions and conditions of the original Media Planning and Buying Contract and its attachments, unless modified herein, shall remain the same, unchanged and in full force and effect.

[SIGNATURES FOUND ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Second Amendment to Consulting Services Contract has been signed by the duly authorized representative of the Contractor, for the uses, purposes, benefits and considerations herein expressed, at Lafayette, Louisiana, on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

THE GRAHAM GROUP

By: George Graham 03/10/2025
George Graham (Mar 10, 2025 12:19 CDT)
Signature (Date)

Printed Name: George R. Graham
Title: CEO

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

LOUISIANA ECONOMIC DEVELOPMENT (LED)

By: Kathy Blankenship 03/10/2025
Kathy Blankenship (Mar 10, 2025 13:51 CDT)
Signature (Date)

Printed Name: Kathy Blankenship
Title: Deputy Undersecretary

LED CONTRACT MONITOR:

Monica Champagne
Monica Champagne (Mar 10, 2025 13:58 CDT)
Signature
Printed Name: Monica Craig-Champagne
Title: Strategic Communications Project Manager

23150A-APM Graham_Component 3_LED_MarCommSecond AmendContract - 2025 Extension

Final Audit Report 2025-03-10

Created:	2025-03-10
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfrpgnlnxpg8p3J0bGqEOjU7ANGh1s84g

"23150A-APM Graham_Component 3_LED_MarCommSecond AmendContract - 2025 Extension" History

Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2025-03-10 - 4:02:48 PM GMT- IP address: 136.226.12.206

Document emailed to graham@graham-group.com for signature
2025-03-10 - 4:04:18 PM GMT

Email viewed by graham@graham-group.com
2025-03-10 - 5:47:50 PM GMT- IP address: 3.238.64.201

Signer graham@graham-group.com entered name at signing as George Graham
2025-03-10 - 5:48:55 PM GMT- IP address: 68.226.147.72

Document e-signed by George Graham (graham@graham-group.com)
Signature Date: 2025-03-10 - 5:48:57 PM GMT - Time Source: server- IP address: 68.226.147.72

Document emailed to Monica Champagne (monica.champagne@la.gov) for signature
2025-03-10 - 5:48:58 PM GMT

Email viewed by Monica Champagne (monica.champagne@la.gov)
2025-03-10 - 5:57:55 PM GMT- IP address: 159.39.101.2

Document e-signed by Monica Champagne (monica.champagne@la.gov)
Signature Date: 2025-03-10 - 5:58:48 PM GMT - Time Source: server- IP address: 159.39.101.2

Document emailed to kathy.blankenship@la.gov for signature
2025-03-10 - 5:58:49 PM GMT

Adobe Acrobat Sign

Email viewed by kathy.blankenship@la.gov
2025-03-10 - 6:38:27 PM GMT- IP address: 104.28.32.93

Signer kathy.blankenship@la.gov entered name at signing as Kathy Blankenship
2025-03-10 - 6:54:54 PM GMT- IP address: 136.226.12.206

Document e-signed by Kathy Blankenship (kathy.blankenship@la.gov)
Signature Date: 2025-03-10 - 6:54:56 PM GMT - Time Source: server- IP address: 136.226.12.206

Agreement completed.
2025-03-10 - 6:54:56 PM GMT

Adobe Acrobat Sign

Payment Authorization Form

Contractor Name	**The Graham Group**
Contract #	**23150B-APM**
Purchase Order #	**2000745935**
Contract Dates:	**05/01/2023 - 04/30/2026**
Invoice Amount	_____

I certify that the invoice(s) attached meet all the contract requirements

Contract Monitor: _____

Second Level Signature: _____

Agency # 23150B-APM

SC #

PO # 2000745935 3/17

CS

LOUISIANA ECONOMIC DEVELOPMENT
OFFICE OF MANAGEMENT AND FINANCE

URGENT - CONTRACTUAL AGREEMENT
IN-HOUSE ROUTING
PROCESS TO THE NEXT LOCATION ON THE LIST

CONTRACT/AGREEMENT ROUTING SLIP

Office: M&C

Contractors: Graham Group

Type Service: CON

Contract Amount: $2,800,000.00 TERMS: 5/1/23 - 4/30/26 extended
no change

	Initials Reviewed/ Approved	Initials Reviewed/ Disapproved	Date
Contract Monitor	M. Champagne		3/10
Contract Reviewer*	CO		3/10
Fiscal Director	KB		3/17/25
Legal	N/A Electronic		
Undersecretary	N/A		

RECEIVED
MAR 10 2025

Jeff Landry
Governor

LOUISIANA
ECONOMIC DEVELOPMENT

Susan Bonnett Bourgeois
Secretary

March 17, 2025

Ms. Pamela Bartfay Rice, Esq.
Professional Contracts, Assistant Director
Office of State Procurement
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

RE: Amendment for Approval
Graham Group

Dear Ms. Rice:

Enclosed is an amendment to a contract between the Department of Economic Development and Graham Group listed below for your approval.

AGENCY CONT. NUMBER	CONTRACTOR
Agency # 23150B-APM PO # 2000745935	Graham Group

Thank you for your continued assistance. If you have any questions, please call me at 342-4071.

Sincerely,

Christina Ocmand
LED Contracts Reviewer

Enclosures

Certified Copy

RESOLUTION OF BOARD OF DIRECTORS OF THE GRAHAM GROUP, INC.

STATE OF LOUISIANA
PARISH OF LAFAYETTE

RESOLVED, That the President of this Corporation, George Graham and the Senior Vice President, Kathy Andersen are hereby authorized and empowered to sign proposals or contracts in the name and on behalf of this Corporation, upon such terms and conditions as may be agreed upon between him and any department of the State of Louisiana.

I, Michelle Constantin, do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of The Graham Group, Inc., a corporation organized and existing under the laws of the State of Louisiana, and that the above is a true and correct copy of the resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the Bylaws of said Corporation on March 31, 2025.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereunto affixed, this 31st day of March 2025.

Michelle Constantin

Michelle Constantin
Secretary

Vendor Profile Data

Company Data		
Company Name / Full Name	THE GRAHAM GROUP INC	
Vendor ID	310080774	
Domicile / Physical Address	Street Address	2014 W PINHOOK RD STE 210
	City	LAFAYETTE
	State	LA
	Parish/County	LAFAYETTE
	Zip Code	70508
	Country	US

Business Type	S Corporation
Publicly Traded	No
All applicable federal, state, and payroll taxes have been paid and are current	Yes

Leadership and Governance Data	
Owners	George Graham
Board of Directors	Roxanne Graham Michelle Constantin George Graham
Corporate Officers	George Graham Michelle Constantin

Ownership Demographics		
Percent Ownership by Race	White / Caucasian	100.00
	Black / African American	0.00
	American Indian / Native Alaskan	0.00
	Asian	0.00
	Pacific Islander / Native Hawaiian	0.00
	Other	0.00
	Publicly Traded	
Percent Ownership by Ethnicity	Hispanic or Latino	0.00
	Not Hispanic or Latino	100.00
	Publicly Traded	
Percent Ownership by Women		0.00
Percent Ownership by Veterans		0.00
Percent Ownership by Louisiana Residents		100.00

DBE Certification	
MBE	☐
MWBE	☐
WWBE	☐
WMBE or Other DBE	☐

Agent and Lobbyist Information

Last Review: 02/23/2024 08:42:54
By: MICHELLE CONSTANTIN



contributor and the contributor to which the contribution is being reattributed on a form approved by the board or in writing that contains the following:

a. the name and address of the initial contributor;

b. date and amount of initial contribution;

c. date of election to which the initial contribution was designated;

d. date contribution reattributed to another contributor and the amount of the reattributed contribution;

e. date of election to which the contribution is reattributed;

f. signature of initial contributor and date signed;

g. signature of contributor to whom the contribution is reattributed;

h. date reattribution received by the candidate or their committee.

AUTHORITY NOTE: Promulgated in accordance with R.S. 42:1134(A).

HISTORICAL NOTE: Promulgated by the Department of Civil Service, Board of Ethics, LR 51:251 (February 2025).

Kathleen M. Allen
Ethics Administrator

2502#016

RULE

Department of Civil Service
Board of Ethics

Political Committees; Filing Fees (LAC 52:I.1603)

In accordance with the provisions of the Administrative Procedure Act, R.S. 49:950 et seq., notice is hereby given that the Department of Civil Service, Board of Ethics, has amended a Rule regarding the acceptance of payments via electronic funds transfer for political committee registration fees. This Rule is adopted on the day of promulgation.

Title 52
ETHICS
Part I. Board of Ethics
Chapter 16. The Board as Supervisory Committee of the Louisiana Campaign Finance Disclosure Act

§1603. Political Committees; Filing Fees

A. A fee of $100 shall be remitted to the supervisory committee with each statement of organization required to be filed by a political committee.

B. The $100 fee shall be due only once per calendar year per committee. In the event that an amended statement of organization is filed by a political committee, no additional fee is required to be paid.

C. All fees paid in compliance with §1603 shall be by check drawn upon, or by electronic funds transfer drawn from, the designated depository of the political committee.

D. Certificates of registration will be issued to political committees only after a sufficient time has elapsed to insure that the funds used to pay the required fee have been paid by the bank upon which it is drawn.

AUTHORITY NOTE: Promulgated in accordance with R.S. 42:1134(A).

HISTORICAL NOTE: Promulgated by the Department of Civil Service, Board of Ethics, LR 23:1301 (October 1997), amended LR 51:252 (February 2025).

Kathleen M.
Ethics Admi

2502#018

RULE

Louisiana Economic Development
Office of the Secretary

Louisiana Economic Development Procurement Code
(LAC 34:XV.Chapters 1, 3, 5, 7, 9, and 11)

Louisiana Economic Development (LED), as authorized by and pursuant to the provisions of the Administrative Procedure Act, R.S. 49:950 et seq., R.S. 36:104 and Act 590 of the 2024 Regular Session, hereby promulgate rules to be used by LED in place of state procurement law in R.S.39: 1551-1755.

The LED Procurement Code provides flexibility in the selection of methods to be used for the procurement of goods and services, establishes competitive thresholds, outlines exceptions to competitive selection process, sets forth dispute resolution processes, establishes standards for integrity in procurements and provides a broad range of processes and procedures to be followed by LED and those seeking and doing business with LED. This Rule is hereby adopted on the day of promulgation.

Title 34
GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY CONTROL
Part XV. Louisiana Economic Development Procurement Code
Chapter 1. Purpose, Applicability and Definitions

§101. Purpose and Legislative Authority

A. Goal. It is the goal of LED to procure goods and services in a manner that is open, fair, encourages competition, and affords vendors equal opportunities to compete.

B. Purpose. The purpose of this LED Procurement Code is to establish parameters of a procurement program designed to support and facilitate the mission of LED by applying best methods and business practices to the procurement of goods and services and to structure other business arrangements by LED. This LED Procurement Code is intended to promote the development and use of procurement processes which promote the pursuit of excellence and the best interests of LED while maintaining the highest possible integrity, broad based competition, fair and equal treatment of the business community and increased economies and efficiencies for LED.

C. Communication.

1. LED intends to continue as a LaGov agency, using the state's enterprise resource planning, a fully integrated computer system that includes financials, logistics, human resources, payroll and business intelligence, feeding into the Louisiana Checkbook for transparency. Similar workflow and approval processes to other LaGov agencies will be followed, with the exception of individual transactional approvals required by the Office of State Procurement (OSP).

2. LED is to be exempt from OSP's central purchasing authority and individual transactional approval requirements.

3. LED will communicate and collaborate with the Division of Administration, the Office of Planning and Budget, the Office of Statewide Reporting and Accounting Policy, Civil Service, the Department of Revenue, the Office of the Attorney General, and any other state agencies or public entities as may be applicable.

D. Authority. This LED Procurement Code is adopted in compliance with the Administrative Procedure Act, R.S. 49:950 et. seq., including the authority for review of LED rules by the House Committee on Commerce, the Senate Committee of Commerce, Consumer Protection, and International Affairs, the House Committee on Appropriations and the Senate Committee on Finance, and pursuant to R.S. 36:104 and Act 590 of the 2024 Regular Session and subject to the approval of the Commissioner of Administration.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:252 (February 2025).

§103. Applicability

A. Applicability. This LED Procurement Code applies to the acquisition by the LED of all goods and services paid with public funds, and shall be used in place of the Louisiana Procurement Code, R.S. 39:1551-1755 and the procurement authority of the chief information officer and Office of Technology Services provided for in R.S. 39:15.1 et. seq.

B. Revocation. If LED's authority to use this LED Procurement Code should be revoked by the Division of Administration or otherwise by operation of law, LED shall end use of these provisions in keeping with the revocation notice and shall resume procurements pursuant to applicable law.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:253 (February 2025).

§105. Definitions

Chief Procurement Officer—the secretary of LED, or their designee, will designate and may change from time to time, one LED staff person to act as LED's Chief Procurement Officer.

Commissioner—the Commissioner of Administration (COA), the head executive of the Division of Administration.

Consulting Service—work, other than professional, personal or social service, rendered by an independent contractor who possesses specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services, including but not limited to, such areas as management, data processing, advertising and public relations.

Contract—a written agreement between parties with binding legal effect, for the procurement or disposal of goods and services for LED. Contract types may include but not be limited to: (AGY) Interagency, (CON) Consulting, (COP) Cooperative Endeavors, (MIS) Miscellaneous, (OTH) Other, (PO) Purchase Orders, (PER) Personal Services, (PRO) Professional Services and (SOC) Social Services.

Emergency Procurement—a purchase made after a written determination by the Secretary that there exists an emergency condition which creates a threat to public health, welfare, safety or public property, or conservation of public resources, and the emergency condition creates an immediate and serious need for goods or services that cannot be met through the normal procurement methods.

Goods—moveable property, including but not limited to, equipment, materials, supplies, insurance and license agreements for software, and excluding immovable property. Goods are not services.

Governmental Body—any department, office, division, commission, council, board, bureau, committee, institution, agency, government corporation, or other establishment or official of the executive branch of government, For purposes of procurement of personal, professional, consulting, and social services contracts, governmental shall not include the judicial branch of state government.

Governmental Entity—any governmental unit which is not included in the definition of "governmental body" in this Section.

LaPAC—Louisiana's internet based system for posting vendor opportunities and award information.

LED—Louisiana Economic Development, formerly known as the Department of Economic Development.

LED Procurement Code (LPC)—the rules adopted pursuant to the authority granted by Act 590 of the 2024 Regular Session, for use by LED, in lieu of state procurement statutes when LED procures goods or services or enters other contracts.

Louisiana Authorized Dealer—a company that satisfies the requirements of a resident business as defined in R.S. 39:1556 and is specifically authorized by the manufacturer to sell and/or provide service for its products,

OSP—Office of State Procurement, located within the Division of Administration.

Person—any business, individual, union, committee, club, or other organization or group of individuals.

Personal Service—work rendered by individuals which requires use of creative or artistic skills, such as but not limited to graphic artists, sculptors, musicians, photographers, and writers, or which use requires use of highly technical or individual skills or talents, such as, but not limited to, paramedicals, therapists, foreign representatives, and expert witnesses for adjudications or other court proceedings. A *foreign representative* shall mean a person to represent LED in such foreign country.

Professional Service—work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others or in the practice of an art founded on it, which independent contractor shall include but not be limited to lawyers, doctors, dentists, veterinarians, architects, engineers, landscape architects, accountants and claims adjusters. A profession is a vocation founded upon prolonged and specialized intellectual training which enables a particular service to be rendered.

Request for Proposal (RFP)—the RFP process is a procurement method used for the procurement of supplies, services, highly technical equipment or complex services. RFP responses are evaluated based on the relative merits of

each proposer compared to others. An award is to be made to the responsible proposer whose proposal is the most advantageous to LED, with consideration to other evaluation criteria as well as to cost.

Request for Qualifications (RFQ) —the RFQ process is a procurement method used for the procurement of services on a basis of competence and qualifications for a fair and reasonable price. An award is to be made at the discretion of LED to the most qualified proposer(s), whose proposal is the most advantageous to LED.

Secretary—the secretary of Louisiana Economic Development, or their designee.

Services—the furnishing of labor, time or effort by a vendor which may involve, to a lesser degree, the delivery or supply of a product, incidental to the required performance.

Small Entrepreneurship—a business currently certified as a small entrepreneurship by LED in accordance with R.S. 39:2006 (The Hudson Initiative) or a business currently certified as a small and emerging business by LED, in accordance with R.S. 51:941, et.seq. (SEBD Program).

Social Service—work rendered by a person, firm, corporation, organization, governmental body, or governmental entity in furtherance of the general welfare of the citizens of Louisiana, including but not limited to rehabilitation and health support, improvement of living conditions and health.

Sole Source Procurement—a purchase made when there is only one source for a good or service and only one vendor or supplier has the sole ability to meet the requirement of the procurement.

Veteran-Owned Small Entrepreneurship—a business currently certified as a veteran or service-connected disabled veteran owned small entrepreneurship by LED, in accordance with R.S. 39:2176 (The Veteran Initiative).

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:253 (February 2025).

Chapter 3. Contracts

§301. General provisions

A. In order to ensure LED and the state are properly protected when entering into contracts, all LED contracts shall be reviewed by legal staff, processed by a contract reviewer familiar with state guidelines, approved and executed by the secretary or their designee, as may be applicable.

B. LED staff shall attend periodic state training to ensure knowledge and competencies of any applicable regulations, policies and processes.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:254 (February 2025).

§303. Contractual provisions

A. Clauses providing for the following may be included in contracts, except upon a written determination by the Secretary or their designee that the interests of LED are best served by omitting the clause. Standard clauses may include but not be limited to:

1. beginning and ending dates;
2. description of work and goals and objectives;
3. maximum amount and schedule of payments to be made;
4. deliverables;
5. performance measures;
6. monitoring plan;
7. termination clauses, for cause and convenience;
8. remedies for default;
9. legislative auditor right to audit;
10. assignability clause;
11. travel requirements in accordance with ppm 49, if applicable;
12. multi-year fiscal funding clause, if the duration of the contract crosses a fiscal year;
13. anti-discrimination clause, if applicable;
14. an itemized budget for cost-reimbursement contracts;
15. a clause requiring that Louisiana law shall apply to all disputes, and that venue for any actions brought against LED arising out of the contract shall be only in the Nineteenth Judicial District Court in East Baton Rouge Parish;
16. responsibility for payment of taxes, when applicable;
17. advance payments on all contracts except those for professional services are allowable if limited to less than or equal to 20 percent of the contract and if necessary to provide for the lowest cost delivery of service. If federal funds are to be advanced, federal guidelines shall prevail on the conditions and amount of the advance. Specific state statutory authority may override the 20 percent limit for certain contracts;
18. prohibition of Discriminatory Boycotts of Israel;
19. any additional clause required by an Executive Order.

B. Contracts funded fully or in part by federal funds, in addition to meeting all state requirements, shall meet all applicable federal standards and shall contain all necessary clauses required by federal statutes, rules or regulations.

C. In addition to any required contractual clauses, proof of review and approval by other agencies may be required as follows:

1. Contracts for private legal counsel to represent LED must have attorney general approval, with the concurrence of the Commissioner of Administration, in accordance with R.S. 49:258.
2. All contracts must have Civil Service approval, unless exempted.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:254 (February 2025).

§305. Non-competitive contracts

A. LED shall have express authority to enter into the following contracts:

1. contracts with values under $75,001;
2. standardized template contracts, with minimal contractual modifications project to project, such as varying vendor names and financial award amounts. These may include but not be limited to:
   a. the Louisiana Economic Development Award Program (EDAP);
   b. certain Social Service and Personal Service contracts relative to the LED FastStart Program, with individual values less than $250,001 within a 12-month period (FastStart);

c. the Economic Development Readiness Program (EDRED);

d. the Tier 1 Program with the Regional Economic Development Organizations (Tier 1);

e. the Louisiana Entertainment Development Fund Program (EDF);

f. the State Trade Expansion Program (STEP).

3. Personal and Professional Service contracts;

4. Consulting Service contracts with values under $100,001.

B. Except that any contracts for Information technology equipment, related services and software purchasing shall be governed by the provisions of Chapter 13.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:254 (February 2025).

§307. Competitive contracts

A. Contracts exceeding the amounts provided in Section 305 shall be awarded as provided for in this Chapter.

B. Contracts for $100,001 or more and Social Service contracts for $250,001 or more, within a 12-month period, shall be awarded in accordance with regulations issued by LED in Chapter 5 of this *LPC*, unless it is determined, in writing by the Secretary, that any one of the following conditions is present:

1. Sole Source Procurement. A determination by the secretary, supported by documentation, that only one source exists for the services rendered;

2. Emergency Procurement. A determination by the secretary, supported by, documentation, that an emergency exists which will not permit the delay in procurement necessitated by the RFP procedure;

3. the state legislature has made an appropriation for that particular contractor or contractors via the appropriation bill or other statutes;

4. local matching funds of greater than ten percent of the contract amount are required to be contributed by the contractor;

5. the contract is with another governmental entity or government body;

6. funds are specifically designated by the federal government for a particular private or public contractor or political subdivision.

C. Except that any contracts for information technology equipment, related services and software purchasing shall be governed by the provisions of Chapter 11.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:255 (February 2025).

Chapter 5. Competitive Solicitations

§501. General Provisions

A. The secretary shall determine the appropriate solicitation methods to be used in procuring goods and services for LED. Among those methods are:

1. request for proposals (RFP);

2. request for qualifications (RFQ).

B. Other procurement methods. Other procurement methods may be utilized where there is a written determination by the secretary that it is in the best interest of LED to do so.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:255 (February 2025).

§503. Specifications.

A. Specifications shall be developed in a manner which are most likely to result in the broadest possible competition while securing quality goods and services which meet the need and expectations of LED.

B. Specifications shall include the following:

1. specifically define the task and desired results of the project.

2. identify LED liaison personnel and resources available to the contractor.

3. specify applicable procedures concerning billing, documentation requirements, progress reports, and final results, if applicable.

4. inform the potential contractors of the criteria and the selection methodology and the weight which will be applied to each significant evaluation criteria to be used in evaluating responses.

5. require potential contractors to include a description of the firm's qualifications and resumes for each of the key personnel.

6. specify the date and time not later than which proposals must be received by LED.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:255 (February 2025).

§505. Public notification.

A. Public notification shall be made by the following methods:

1. RFQ's shall be advertised by posting on LED's website.

2. RFP's shall be advertised through a centralized electronic interactive environment administered by the Division of Administration, and in addition, shall be advertised in the official journal of the state at least once. The advertisement shall appear at least 10 calendar days before the last day that proposals will be accepted.

3. In addition, at the discretion of LED, written notice of RFP and RFQs may be provided to persons, firms or corporations who are known by LED to be in a position to furnish such services, at least 10 calendar days before the last day that proposals will be accepted.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:255 (February 2025).

§507. Right to Reject

A. LED reserves the right to reject any or all responses to a solicitation in whole or in part and to award by items, parts of items, or by any group of items specified.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:255 (February 2025).

§509. Evaluation and Award

A. Responses to solicitations shall be evaluated in keeping with the criteria, specifications, terms and conditions set forth in the solicitation.

B. The final selection of a contractor shall be made by LED in accordance with the selection criteria established in the RFP or RFQ. An award is to be made to the responsible proposer whose proposal is the most advantageous to LED.

C. Written notice of the award of a contract shall be provided to all proposers.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:255 (February 2025).

§511. Dispute Resolution

A. Right to Protest. Any person who is aggrieved in connection with the solicitation or award of a contract issued by LED shall protest to the secretary. Protests with respect to a solicitation shall be submitted in writing at least two calendar days prior to the opening of bids on all matters. Protests with respect to the award of a contract shall be submitted in writing within fourteen calendar days after contract award.

B. Authority to Resolve Protests. The secretary shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved person concerning the solicitation or award of a contract.

C. Decision. If the protest is not resolved by mutual agreement, the Secretary shall, within fourteen calendar days, issue a decision in writing. The decision shall:

1. state the reasons for the action taken.

2. inform the protestant of its right to judicial review in the Nineteenth Judicial District Court.

D. Notice of Decision. A copy of the decision under Subsection C of this Section shall be submitted or otherwise furnished to the protestant and any other party intervening.

E. Finality of Decision. A decision under Subsection C of this Section shall be final and conclusive unless one of the following applies:

1. the decision is fraudulent.

2. the person adversely affected by the decision has timely appealed to the court in accordance with R.S. 39:1691(A).

F. Stay of Procurements during Protests. In the event of a timely protest under Subsection A of this Section, LED shall not proceed further with the solicitation or with the awarding of the contract unless the secretary makes a written determination that the awarding of the contract is necessary without delay to protect the substantial interests of LED. Upon such determination by the secretary, no court shall enjoin progress under the award except after notice and hearing.

G. Award of Costs to Protestants. In addition to any other relief, when the protest is administratively or judicially sustained and the protesting bidder or proposer should have been awarded the contract but is not, the protesting bidder or proposer shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid or proposal preparation costs other than attorney fees, provided that any administrative determination of such costs shall be subject to the written concurrence of the attorney general.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:256 (February 2025).

Chapter 7. Cooperative Procurement

§701. General Provisions

A. Where practical and beneficial to LED, a cooperative arrangement may be employed for the procurement of goods and/or services.

B. LED is eligible to procure any goods or services under the Louisiana State Contract. The items that are available for purchase through state contract have been subjected to a competitive process conducted by OSP. The lists saves LED time and money that would otherwise be spent on performing required competitive procedures.

C. Under certain conditions and as part of the state's cooperative procurement efforts, LED may be able to utilize the General Service Administration (GSA) schedules.

D. If LED elects to make cooperative purchases outside the state contract, documentation will be maintained in LED's procurement files.

1. Any item so purchased, with a price 20 percent or more in excess of state contract pricing, shall require justification for the proposed purchase.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:256 (February 2025).

Chapter 9. Travel, Small Purchases and La Carte

§901. Travel

A. The Office of State Travel (OST), located within the Division of Administration, is responsible for setting Louisiana's general travel regulations, known as Policy and Procedure Memorandum 49 (PPM49).

B. LED shall continue to follow PPM49 for its travel purchases.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:256 (February 2025).

§903. Small Purchases

A. Unless otherwise provided by law, "small purchases" means any procurement of supplies or operating services not exceeding $25,000.

B. Except as otherwise provided by this Chapter, all small purchases shall be made in accordance with the following minimum procedures:

1. No competitive process is required for purchases not exceeding $10,000 per single transaction.

2. Price quotations shall be solicited from three or more bona fide, qualified vendors for purchases exceeding $10,000 but not exceeding $20,000.

a. Quotations may be made by telephone, facsimile, written, or other means and shall be awarded on the basis of the lowest responsive quotation unless such quotation is impracticable or unreasonable. Whenever possible, at least one of the bona fide, qualified vendors shall be a certified small entrepreneurship or a certified veteran owned small entrepreneurship.

i. LED files shall document and list all solicited vendors and each vendor's contact person, summarize quotations received, indicate the successful vendor and state the reason why any lower quotation was rejected. LED files shall also contain written confirmation of the quotation from the successful vendor.

b. When the price is determined by the secretary to be reasonable, the requirement to solicit three quotations may be waived when purchasing from a certified small entrepreneurship or a certified veteran owned small entrepreneurship. Reasonable is a best value determination based on price, delivery, service, and/or any other related factors. This determination is to be maintained in LED's file.

c. The requirement to solicit at least one certified small entrepreneurship or certified veteran owned small entrepreneurship may be waived for procurements posted on LaPAC.

3. Price quotations shall be solicited from five or more bona fide, qualified vendors for purchases exceeding $20,000 but not exceeding $25,000.

a. Quotations may be made by facsimile or written means and shall be awarded on the basis of the lowest responsive price quotation received unless such quotation is impracticable or unreasonable. Whenever possible, at least two of the bona fide, qualified vendors shall be certified small entrepreneurships or certified veteran owned small entrepreneurships. LED files shall document and list all solicited vendors and each vendor's response, summarize quotations received, indicate the awarded quotation, and state LED's reason for any rejection of lower quotations.

b. When the price is determined by the secretary to be reasonable, the requirement to solicit five quotations may be waived when purchasing from a certified small entrepreneurship or certified veteran owned small entrepreneurship. Reasonable is a best value determination based on price, delivery, service, and/or any other related factors. This determination is to be maintained in the LED file.

c. The requirement to solicit at least two certified small entrepreneurships or certified veteran owned small entrepreneurships may be waived for procurements posted on LaPac.

d. A minimum of three working days shall be allowed for receipt of quotations.

e. All written or facsimile solicitations shall include the closing date, time, and all pertinent competitive specifications, including quantities, units of measure, packaging, delivery requirements, ship-to location, terms and conditions, and other information sufficient for a supplier to make an acceptable quotation. Precautionary measures shall be taken to safeguard the confidentiality of vendor responses prior to the closing time for receipt of quotations. No quotation shall be evaluated using criteria not disclosed in the solicitation.

C. The following items are considered small purchases and no competitive process is required for the following:

1. repair parts for equipment obtained from the original equipment manufacturer or an authorized dealer. A Louisiana authorized dealer shall be used if practicable. This provision does not apply to the stocking of parts.

2. Equipment repairs obtained from the original equipment manufacturer or an authorized dealer. A Louisiana authorized dealer shall be used if practicable;

3. vehicle repairs not covered by a competitive state contract or the state fleet maintenance repair contract obtained from an authorized dealer. A Louisiana authorized dealer shall be used if practicable.

4. vehicle body repairs covered by insurance recovery and in accordance with insurance requirements;

5. purchasing or selling transactions between LED and other state budget units or governmental agencies;

6. publications, including electronic publications, subscriptions, and web-based subscription services, and/or copyrighted materials purchased directly from the publisher of copyright holder;

7. publications and/or copyrighted materials purchased by libraries or text rental stores from either subscription services or wholesale dealers which distribute for publishers and/or copyright holders;

8. public utilities and services;

9. non-customized training, including educational instructor fees, and related resources (except equipment) used to enhance the performance of LED employees and good standing of LED, including memberships in and accreditations by professional societies and organizations;

10. materials, supplies, exhibitor fees, and exhibit booths for conferences, seminars, and workshops, or similar events (business, educational, promotional, cultural etc.) for participants in promotional activities which enhance economic development or further LED's mission, duties and/or functions, with the approval of the secretary, if not covered by competitive state contract;

11. wire, related equipment, time and material changes to accomplish repairs, adds, moves, and/or changes to telecommunication systems;

12. food, materials, and supplies for teaching and per course training not exceeding $25,000, where the purchasing, preparing, and serving of food are part of the regularly prescribed course;

13. renewal of termite service contracts;

14. commercial internet service not exceeding $1,500 per subscription per year;

15. advertising, where permitted by law and the Secretary certifies that specific media is required to reach targeted audiences;

16. publication of articles, manuscripts etc. in professional scientific, research of educational journals/media and/or the purchase of reprints;

17. royalties and license fees for use rights to intellectual property, such as but not limited to: patents, trademarks, service marks, copyrights, music, artistic works, trade secrets, industrial designs, domain names, etc.;

18. equipment moves by the original equipment manufacturer or authorized dealer to ensure equipment operation to original equipment manufacturer specifications, calibration, warrant, etc.;

19. mailing lists;

20. art exhibition rentals and/or loan agreements and associated costs of curatorial fees, transportation, and installation;

21. parcel services, including but not limited to Federal Express, United Parcel Service, Airborne Express, and Express Mail, when not covered by a competitive state contract.

D. For the following items, when the purchase is in excess of $10,000 per single transaction, telephone, written, or facsimile price quotation shall be solicited, where feasible, from at least three bona fide, qualified vendors.

Whenever possible, at least one of the bona fide, qualified vendors shall be a certified small entrepreneurship or a certified veteran owned small entrepreneurship:

1. convention and meeting facilities including security services if applicable, provided that any associated food or lodging must be in accordance with PPM 49;

2. gasoline and fuel purchases not covered by competitive state contract;

3. air and bus charters in accordance with PPM 49, including group travel that does not qualify for commercial rates available to individual travelers.

E. In the absence of a good faith business basis, no purchase or procurement shall be artificially divided within a cost center, or its equivalent, to avoid the competitive process.

F. Methods of payment for small purchases may include, but not be limited to:

1. P-Card;
2. Purchase Orders;
3. P-1 (ACH or check).

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:256 (February 2025).

§905. La Carte

A. Louisiana "La Carte" purchasing cards are credit cards issued for use by state agencies and state employees for the purpose of making purchases on behalf of their departments. It provides an alternative method of payment.

B. Such a card may be issued to an individual LED employees and known as a P-Card, or may be issued to LED itself, and known as a CBA (Controlled Billed Account.)

C. The Office of State Travel (OST), located within the Division of Administration, is responsible for setting regulations on the overall use of the La Carte cards.

D. LED shall continue to follow OST guidelines for use of the La Carte cards, except that the single transaction limit for both CBA and P-cards shall be a maximum of five thousand dollars, or in an amount as otherwise approved in writing by the Secretary or their designee.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:258 (February 2025).

Chapter 11. Information Technology Equipment, Related Services and Software Purchasing

§1101. General Provisions

A. The purchase, lease, and rental of all information technology equipment, related services, and software by LED shall be exempt from the requirements of R.S. 39:1551-1755, R.S. 39:196-200, and the oversight and procurement authority of the Chief Information Officer and Office of Technology Services (OTS) provided for in R.S. 39:15.1 et. seq., except that LED shall be required to continue as a LaGov agency for use of the enterprise resource planning.

B. LED shall work collaboratively with OTS to establish a transition plan to be completed by June 30, 2025.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:258 (February 2025).

§1103. Competitive Thresholds

A. Single procurements of information technology equipment, software, installation, license, modifications, integration, training, hosted software, software subscriptions, support etc., collectively known as "IT", and hardware/software maintenance estimated to cost less than $250,001 during a twelve month period shall be made using procedures approved by the secretary.

B. Procurements of information technology equipment, software, installation, license, modifications, integration, training, hosted software, software subscriptions, support etc., collectively known as "IT", and hardware/software maintenance estimated to cost at least $250,001 but less than $1 million during a twelve-month period shall be made using the competitive methods of an RFQ.

C. Procurements of information technology equipment, software, installation, license, modifications, integration, training, hosted software, software subscriptions, support etc., collectively known as "IT", and hardware/software maintenance estimated to cost $1 million or more during a twelve month period shall be made using the competitive methods of an RFP.

D. LED IT Procurement Support Team. A LED procurement support team may be formed for IT contracts in an amount greater than $1 million, with the approval of the Commissioner. The LED IT procurement support team may include, but not be limited to, one representative per agency from the following: LED; the Attorney General's Office (AG); and the Legislative Fiscal Office (LFO). At least two of the members of each procurement support team should have formal training in computer contract negotiations. The LFO and the AG shall each designate in writing to LED the names of a primary and an alternate team member. At least three members, one from each agency designated, must be present to constitute a quorum.

E. The individual agencies represented on the LED IT procurement support teams will have the following primary responsibilities:

1. Legislative Fiscal Office. The LFO shall have primary responsibility for the financial analysis of RFP's, and review of funding procedures, and certification of specific appropriation for the proposed purpose prior to the final contract award.

2. Attorney General's Office. The AG's Office shall have primary responsibility for developing the legal terms and conditions of draft contracts, evaluating the legal impact of substantive terms and conditions, reviewing to ensure compliance with statutes and regulations, and legal negotiations.

3. Louisiana Economic Development. LED shall have primary responsibility for the determination of the compliance of proposals with the functional requirements, drafting of RFP's, the evaluation of RFP's, the award of the contract and for all management decisions of the procurement process.

F. The LED IT Procurement Support Team shall operate as a super-evaluator, following an initial evaluation by LED's team, and, as a minimum, the LED IT Procurement Support Team shall review the RFP proposals, review LED evaluations of proposals, and review draft contract terms. There will be at least one group meeting to review proposals

and it shall make a written group recommendation to LED.

G. LED shall review and consider any group recommendations, however, the final determination of an award shall be made by the secretary, in writing, which shall be considered the final agency determination.

AUTHORITY NOTE: Promulgated in accordance with R.S. 36:104 and R.S. 39:1554.

HISTORICAL NOTE: Promulgated by Louisiana Economic Development, Office of the Secretary, LR 51:258 (February 2025).

Anne G. Villa
Deputy Secretary

2502#033

RULE

Board of Elementary and Secondary Education

Bulletin 104—Louisiana Computer Science Content Standards—Computer Science Content Standards
(LAC 28:LXXV.Chapter 1 and LAC 28:CIV.101, 103, 301, 303, 501, 503, Chapter 7, Chapter 9, and Chapter 11)

In accordance with the provisions of R.S. 17:6(A)(10) and the Administrative Procedure Act (APA), R.S. 49:953(B)(1) et seq., the Board of Elementary and Secondary Education (BESE) has adopted LAC 28:CIV in *Bulletin 104—Louisiana Computer Science Content Standards*. Over the past year, the Computer Science Content Standards Writing Steering Committee and Grade Band Work Groups worked to write the Louisiana Computer Science Content Standards. The content standards replace LAC 28:LXXV in *Bulletin 104—Louisiana K-12 Educational Technology Standards*. This Rule is hereby adopted on the day of promulgation.

Title 28
EDUCATION
Part LXXV. Bulletin 104—Louisiana K-12 Educational Technology Standards

Chapter 1. Purpose
Subchapter A. Educational Technology
§101. Mission Statement

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2012 (October 2003), amended LR 35:891 (May 2009), repealed LR 51:259 (February 2025).

§103. Philosophy

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2012 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

§105. Definition

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2012 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

Subchapter B. Standards
§107. Creativity and Innovation (1)

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2012 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

§109. Communication and Collaboration (2)

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2012 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

§111. Research and Information Fluency (3)

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2012 (October 2003), amended LR 35:892 (May 2009), LR 51:259 (February 2025).

§113. Critical Thinking, Problem Solving, and Decision Making (4)

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2012 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

§115. Digital Citizenship (5)

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2013 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

§117. Technology Operations and Concepts (6)

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2013 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

Subchapter C. Performance Indicators
§119. Grades PreK-2

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2013 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

§121. Grades 3-5

Repealed.

AUTHORITY NOTE: Promulgated in accordance with R.S. 17:6.

HISTORICAL NOTE: Promulgated by the Board of Elementary and Secondary Education, LR 29:2013 (October 2003), amended LR 35:892 (May 2009), repealed LR 51:259 (February 2025).

Agenda Item No. 6

Review of a contract amendment between Louisiana Department of Education and Primary Class, Inc., dba Odyssey, in accordance with the provisions of R.S. 39:1615(J)

Dr. Cade Brumley
STATE SUPERINTENDENT

P.O. Box 94064 | Baton Rouge, LA 70804-9064

April 1, 2026

The Honorable Jack McFarland
Chairman, Joint Legislative Committee on the Budget
Post Office Box 44294, Capitol Station
Baton Rouge, Louisiana 70804

Dear Chairman McFarland,

On behalf of the Louisiana Department of Education (LDOE), I request that the amendment to the contract between the LDOE and Primary Class, Inc., DBA Odyssey, be placed on the April 16, 2026 meeting agenda for the Joint Legislative Committee on the Budget (JLCB) agenda for review and approval in accordance with the provisions of R. S. 17:4037.5(B).

The amendment is to support the program implementation for the 2026-27 school year. Primary Class, Inc., DBA Odyssey is the program manager for the electronic system that administers the Louisiana Giving All True Opportunity to Rise (LA GATOR) Program. All states with an Education Savings Account (ESA) have a program manager. This is the second amendment to the original contract and extends the term of the contract by one year along with an increase in the maximum value of the contract to coincide with the Governor's Executive Budget Request. Actual payment is not equal to the maximum but directly correlated to the number of LA GATOR Program participants as the contract represents an "up to" amount.

As requested, the original contract and the first amendment are attached for your reference along with this new amendment.

If you have any questions, I can be reached at (225) 342-3617 or beth.scioneaux@la.gov.

Thank you for your consideration in this matter.

Sincerely,

Beth Scioneaux

Beth Scioneaux
Deputy Superintendent for Finance
Louisiana Department of Education

cc: Dr. Cade Brumley, State Superintendent of Education
Senator Glen Womack, Vice Chair, Joint Legislative Committee on the Budget
Senator Cameron Henry, Senate President
Representative Phillip DeVillier, Speaker of the House
Julie Emerson, Chief of Staff, Governor Landry
Sabrah Kingham, Governor's Senior Education Policy Advisor

Docusign Envelope ID: 51F860E9-339C-46CB-A711-B6866E59F716

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: 2000898069
Amendment #: 2
Louisiana Department of Education
Office of School Choice

AND

Contractor's Name: Primary Class, Inc. dba Odyssey
Contractor's Address including zip code: 11 Park Place, Floor 3, New York, NY 10007
Contractor's Telephone Number: (646) 655-7602/ (208)768-8132
Contractor's Federal Identification No. or Social Security No.: 87-3895718
Vendor No.: 310296598

Amendment Provisions

This amendment is effective as of April 16, 2026.

Amount of amendment: $2,844,917

Total amount of contract: $4,574,072

Change Agreement from:

04 Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor up to $2,844,917 for the term of the contract.

No compensation or payment of any nature will be made in advance of services actually performed or deliverables furnished.

- Implementation costs will be paid as follows:
  - $50,000 is eligible for payment upon delivery of a staffing plan by December 6, 2024.
  - $150,000 is eligible for payment upon delivery of a Project Work plan by December 6, 2024.
  - $150,000 is eligible for payment upon delivery of a demonstration of a functional Management System for the LA GATOR program, including application and identity verification process, the digital wallet and the marketplace by December 30, 2024.

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- $25,000 is eligible for payment for delivery of a statewide marketing plan to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.
- $150,000 is eligible for payment for delivery of customer service plan, customer service materials, and active customer service process by January 15, 2025.
- $35,000 is eligible for payment for submission of a Management System training plan and training materials and delivery of training by February 1, 2025.
- $50,000 is eligible for payment for delivery of a management system that collects program data and metrics, and delivers reports by February 15, 2025.
- $100,000 is eligible for payment for opening a management system to enroll and approve parent applications by March 1, 2025.
- $100,000 is eligible for payment for opening a management system to enroll and approve nonpublic school and service provider applications by March 1, 2025.
- $50,000 is eligible for payment for delivery of a marketplace for approved educational services and goods by March 1, 2025.
- $50,000 is eligible for payment for delivery of electronic system to manage the receipt, payment, reconciliation, and tracking of program funds by March 1, 2025.
- $30,000 is eligible for payment upon delivery of user training tools and videos by June 30, 2025.
- $175,000 is eligible for payment upon delivery of an electronic rating tool for vendors, products, and services by August 15, 2025.
- $85,000 is eligible for payment upon delivery of a project workplan for September 2025 through June 30, 2026 by August 29, 2025.
- Account Administration costs will be paid as follows:
  - The State hereby agrees to pay the Contractor an annual account management fee of $143.50 for each student enrolled through the Management System (“Management Fee”). The State shall pay Contractor the annual account management fee within 30 days of notifying the State of the number of accounts that can be funded per the appropriation and the identification of the enrolled students.
  - For purposes of the Payment Terms Section, “enrolled” shall mean a student who is awarded funding through the LA GATOR program as evidenced by the appropriation adopted by the Louisiana Legislature.
  - Final total funding for accounts is not confirmed until the Louisiana Legislature adopts and the Governor approves the fiscal year budget.
  - The Management Fee payment will be calculated based on the official total number of students enrolled for the fiscal year.

Payment will be made only on approval of Assistant Superintendent of School Choice and Deputy Superintendent for Finance. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

All payments include any and all expenses incurred by Contractor.

Agreements ending May 31, must submit final invoices no later than June 5 of the same year.

Docusign Envelope ID: 51F860E9-339C-46CB-A711-B6866E59F716

Agreements with services completed by June 30 must submit invoices no later than July 5 of the same year.

It is understood that should Contractor fail to submit invoices as provided herein, the State shall not be responsible for payment thereof under this contract or in quantum meruit.

ADD or CHANGE to:

04 Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor up to ~~$2,844,917~~ $4,574,072 for the term of the contract.

No compensation or payment of any nature will be made in advance of services actually performed or deliverables furnished.

- Implementation costs will be paid as follows:
    - $50,000 is eligible for payment upon delivery of a staffing plan by December 6, 2024.
    - $150,000 is eligible for payment upon delivery of a Project Work plan by December 6, 2024.
    - $150,000 is eligible for payment upon delivery of a demonstration of a functional Management System for the LA GATOR program, including application and identity verification process, the digital wallet and the marketplace by December 30, 2024.
    - $25,000 is eligible for payment for delivery of a statewide marketing plan to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.
    - $150,000 is eligible for payment for delivery of customer service plan, customer service materials, and active customer service process by January 15, 2025.
    - $35,000 is eligible for payment for submission of a Management System training plan and training materials and delivery of training by February 1, 2025.
    - $50,000 is eligible for payment for delivery of a management system that collects program data and metrics, and delivers reports by February 15, 2025.
    - $100,000 is eligible for payment for opening a management system to enroll and approve parent applications by March 1, 2025.
    - $100,000 is eligible for payment for opening a management system to enroll and approve nonpublic school and service provider applications by March 1, 2025.
    - $50,000 is eligible for payment for delivery of a marketplace for approved educational services and goods by March 1, 2025.
    - $50,000 is eligible for payment for delivery of electronic systems to manage the receipt, payment, reconciliation, and tracking of program funds by March 1, 2025.
    - $30,000 is eligible for payment upon delivery of user training tools and videos by June 30, 2025.
    - $175,000 is eligible for payment upon delivery of an electronic rating tool for vendors, products, and services by August 15, 2025.
    - $85,000 is eligible for payment upon delivery of a project workplan for September 2025 through June 30, 2026 by August 29, 2025.
    - Account Administration costs will be paid as follows:

Docusign Envelope ID: 51F860E9-339C-46CB-A711-B6866E59F716

- The State hereby agrees to pay the Contractor an annual account management fee of $143.50 for each student enrolled through the Management System ("Management Fee"). The State shall pay Contractor the annual account management fee within 30 days of notifying the State of the number of accounts that can be funded per the appropriation and the identification of the enrolled students.
- For purposes of the Payment Terms Section, "enrolled" shall mean a student who is awarded funding through the LA GATOR program as evidenced by the appropriation adopted by the Louisiana Legislature.
- Final total funding for accounts is not confirmed until the Louisiana Legislature adopts and the Governor approves the fiscal year budget.
- The Management Fee payment will be calculated based on the official total number of students enrolled for the fiscal year.

Payment will be made only on approval of Assistant Superintendent of School Choice and Deputy Superintendent for Finance. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.

All payments include any and all expenses incurred by the Contractor.

Agreements ending May 31, must submit final invoices no later than June 5 of the same year.

Agreements with services completed by June 30 must submit invoices no later than July 5 of the same year.

Change Agreement From:

05 Term of Agreement

This Agreement shall begin on November 25, 2024, and shall terminate on June 30, 2026 (the "Term").

The implementation and fulfillment of this Agreement is contingent upon the existence of the appropriated funds to support these activities. If the appropriated funds are reduced by any means provided in the appropriations act to prevent the State's 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 Agreement, the Agreement shall terminate on the date designated on which funds will be exhausted.

ADD or CHANGE to:

05 Term of Agreement

This Agreement shall begin on November 25, 2024, and shall terminate on June 30, 2027 (the "Term").

Docusign Envelope ID: 51F860E9-339C-46CB-A711-B6866E59F716

The implementation and fulfillment of this Agreement is contingent upon the existence of the appropriated funds to support these activities. If the appropriated funds are reduced by any means provided in the appropriations act to prevent the State's 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 Agreement, the Agreement shall terminate on the date designated on which funds will be exhausted.

Amendment Purpose: Contractor will provide account administration for LA GATOR Program and award accounts in FY 2026-2027.

Docusign Envelope ID: 51F860E9-339C-46CB-A711-B6866E59F716

THUS DONE, SIGNED, AND EXECUTED by the parties on the dates next to their respective signatures below.

Two Witnesses' Signatures (required)**

_____

_____

Contractor's Signature

By: Signed by: Joe Connor C3B69A21F4644C4... 3/24/2026
Date

Printed Name:_____

Title: CEO

Telephone: _(____)_____

State Agency Signatures

DocuSigned by: Beth Scioneaux 1261260B51D8457... 3/27/2026
Assistant/Deputy Superintendent or Delegated Authority Date

DocuSigned by: Cade Brumley 602C8EFAEBD74C3... 4/16/2026
* State Superintendent of Education Date

DS KB 4/16/2026

Signed by: Lamar B. Champagne A4A0DAF5D2BA42C... 4/16/2026
* President, State Board of Elementary and Secondary Education Date

Initial KD 4/16/2026

April 2026 BESE

Contracts exceeding $50,000 require additional signatures.
****Two witness signatures are required if wet signatures are used. Witness signatures are not required if using DocuSign.***

Docusign Envelope ID: EC4DE4C9-D427-4419-A237-51E6CAE013C5

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

Louisiana Department of Education
Office of School Choice

AND

Contractor's Name: **Primary Class, Inc. dba Odyssey**
Contractor's Address including zip code: **11 Park Place, Floor 3, New York, NY 10007**
Contractor's Telephone Number: **(646) 655-7602/(208)768-8132**
Contractor's Federal Identification No. or Social Security No.: **87-3895718**
Vendor No.: **310296598**

Amendment Provisions

This amendment is effective as of March 12, 2025

Amount of amendment: $1, 934,917

Total amount of contract: $2,844,917

Amendment Purpose: Contractor will provide training tools and videos; a rating system for users to evaluate vendors, products, and services; a management system work plan; and account administration in addition to the original contract terms of providing preparation and delivery of an all-inclusive Education Scholarship Account Program Management System to support LA GATOR.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

Change Agreement from:

03 Scope of Services

- **Specific goals and objectives:** Contractor's goals and objectives are to successfully design, and implement a comprehensive system that is capable of administering the LA GATOR Program so that parents have rapid and simple access to accounts and the ability to purchase educational services and products for students.

    - **Concise Description of Services:** Contractor shall prepare and deliver an all-inclusive Management System necessary to enable administration of the LA GATOR Program including the following:

        - Marketing – Implement a statewide marketing campaign to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.

        - Applications -- Implement a Management System to process program enrollments and approval of parent applications no later than March 1, 2025.

        - Nonpublic Schools and Service Providers – Implement a Management System to process nonpublic school and service provider application and approval process no later than March 1, 2025.

        - Marketplace -- Implement and demonstrate operability of a Management System for a comprehensive marketplace for approved educational services and goods no later than March 1, 2025.

        - Customer Service – Implement functionality and active customer service process by January 15, 2025 that ensures parents, nonpublic schools, and service providers have the necessary support to obtain answers to questions across a range of different methods including phone, chat and email. Provide customer support for parents, nonpublic schools, and service providers through June 30, 2025.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

- Training – Implement training and technical assistance plans for system users by February 1, 2025 (e.g., parents, nonpublic schools, service providers, and LDOE administrators). Provide trainings for parents, nonpublic schools, service providers, and LDOE administrators through June 30, 2025.

- Financial Management – Implement and demonstrate operability of an electronic system to manage the receipt, payment, reconciliation, and reporting of program funds by February 15, 2025. Reporting shall include program and financial metrics and reports necessary for the Department to monitor compliance with Louisiana statutes, regulations, Board of Elementary and Secondary Education policies, and provide data for budgeting and program planning and management. System shall be operational through June 30, 2025.

- **Complete Description of Services**
  - Statement of Work (Attachment 1).
    - Contract will perform services according to the terms of this Agreement and according to the Statement of Work.
  - Insurance Requirements for Contractors (Attachment 2)
  - Contractor's Request for Information (RFI) Proposal (Attachment 3).

- **Performance Measures:** Contractor shall develop the Management System in a timely fashion so that it may be fully operational for the LA GATOR Program to begin enrollments on March 1, 2025.

  - Contractor will maintain a 99.9% guaranteed system uptime during the term of the Agreement.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
  - Contractor will maintain a 75% average customer satisfaction score from account holders, non-public school participants and service providers during the term of the Agreement. Statistics shall be provided on a monthly basis to the Department.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.

  - Contractor will maintain an average page response time of 3 seconds or less when the Management System is operational during the term of the Agreement.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

- Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.

- Contractor will complete all contractually required implementation activities and have the system operational for acceptance of applications of applications but no later than March 1, 2025.
  - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.

ADD or CHANGE to:

03 Scope of Services

- Specific goals and objectives: Contractor's goals and objectives are to successfully design, and implement a comprehensive system that is capable of administering the LA GATOR Program so that parents have rapid and simple access to accounts and the ability to purchase educational services and products for students. The Contractor shall also administer the accounts funded through Legislative appropriation.

  - Concise Description of Services: Contractor shall prepare, deliver, and operate an all-inclusive Management System necessary to enable administration of the LA GATOR Program including the following:

    - Marketing – Implement a statewide marketing campaign to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.

    - Applications -- Implement a Management System to process program enrollments and approval of parent applications no later than March 1, 2025.

    - Nonpublic Schools and Service Providers – Implement a Management System to process nonpublic school and service provider application and approval process no later than March 1, 2025.

    - Marketplace -- Implement and demonstrate operability of a Management System for a comprehensive marketplace for approved educational services and goods no later than March 1, 2025.

Approved by the Joint Legislative
Committee on the Budget

DATE: 6/20/25

- Customer Service – Implement functionality and active customer service process by January 15, 2025 that ensures parents, nonpublic schools, and service providers have the necessary support to obtain answers to questions across a range of different methods including phone, chat and email. Provide customer support for parents, nonpublic schools, and service providers through June 30, 2025.

- Training – Implement training and technical assistance plans for system users by February 1, 2025 (e.g., parents, nonpublic schools, service providers, and LDOE administrators). Provide trainings for parents, nonpublic schools, service providers, and LDOE administrators through June 30, 2025.

- Financial Management – Implement and demonstrate operability of an electronic system to manage the receipt, payment, reconciliation, and reporting of program funds by February 15, 2025. Reporting shall include program and financial metrics and reports necessary for the Department to monitor compliance with Louisiana statutes, regulations, Board of Elementary and Secondary Education policies, and provide data for budgeting and program planning and management. System shall be operational through June 30, 2025.

- Training Tools and Videos – Contractor will develop and expand the user training tools to provide more robust opportunities for users to learn how to navigate the Management System. These training tools and videos will include short format training videos addressing specific topics relevant to parents, vendors and schools. The specific topics will be agreed upon after a minimum of one collaborative work session with the State.

- Rating System – Contractor will develop and implement an electronic rating tool within the Management System for users to evaluate vendors, products and services.

- Management System Workplan – Contractor will submit a detailed Project Workplan for the period immediately following implementation, September 2025-June 2026, for the Management System and applicable related matters. The Project Workplan will be created by the Contractor after a minimum of one collaborative work session with the State where requirements and timelines for the upcoming school year are discussed.

- Account Administration – Contractor will activate and administer the funded accounts so parents have rapid and simple access to purchase educational services and products for students. The State will notify the Contractor of the amount of funding appropriated for the program within five (5) business days of the final approval and signature of the State budget by the Governor. The Contractor will determine the number of accounts that can

Approved by the Joint Legislative
Committee on the Budget

DATE: 6/20/25

be funded per the appropriation and identify the enrolled students. For purposes of funding, "enrolled" shall mean a student who is awarded funding through the LA GATOR program. Contractor will activate the enrolled student accounts in the Management System within seven (7) business days after the Contractor is notified of the program appropriation. Contractor will notify parents of the active accounts for the enrolled students within seven (7) business days after the accounts are made active. Parents will have access to purchase goods and services immediately following the notice of an active account. Funding will be dispersed to accounts on a quarterly basis.

- **Complete Description of Services**
  - Statement of Work (Attachment 1).
    - Contract will perform services according to the terms of this Agreement and according to the Statement of Work.
  - Insurance Requirements for Contractors (Attachment 2)
  - Contractor's Request for Information (RFI) Proposal (Attachment 3).

- **Performance Measures:** Contractor shall develop the Management System in a timely fashion so that it may be fully operational for the LA GATOR Program to begin enrollments on March 1, 2025.
  - Contractor will maintain a 99.9% guaranteed system uptime during the term of the Agreement.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
  - Contractor will maintain a 75% average customer satisfaction score from account holders, non-public school participants and service providers during the term of the Agreement. Statistics shall be provided on a monthly basis to the Department.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
  - Contractor will maintain an average page response time of 3 seconds or less when the Management System is operational during the term of the Agreement.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
  - Contractor will complete all contractually required implementation activities and have the system operational for acceptance of applications of applications but no later than March 1, 2025.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

Change Agreement from:

04 Payment Terms
In consideration of the services described above, the State hereby agrees to pay the Contractor $910,000_for the term of the contract.

No compensation or payment of any nature will be made in advance of services actually performed or deliverables furnished.

- Implementation costs will be paid as follows:
  - $50,000 is eligible for payment upon delivery of a staffing plan by December 6, 2024.
  - $150,000 is eligible for payment upon delivery of a Project Work plan by December 6, 2024.
  - $150,000 is eligible for payment upon delivery of a demonstration of a functional Management System for the LA GATOR program, including application and identity verification process, the digital wallet and the marketplace by December 30, 2024.
  - $25,000 is eligible for payment for delivery of a statewide marketing plan to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.
  - $150,000 is eligible for payment for delivery of customer service plan, customer service materials, and active customer service process by January 15, 2025.
  - $35,000 is eligible for payment for submission of a Management System training plan and training materials and delivery of training by February 1, 2025.
  - $50,000 is eligible for payment for delivery of a management system that collects program data and metrics, and delivers reports by February 15, 2025.
  - $100,000 is eligible for payment for opening a management system to enroll and approve parent applications by March 1, 2025.
  - $100,000 is eligible for payment for opening a management system to enroll and approve nonpublic school and service provider applications by March 1, 2025.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/22/25

- $50,000 is eligible for payment for delivery of a marketplace for approved educational services and goods by March 1, 2025.

- $50,000 is eligible for payment for delivery of electronic system to manage the receipt, payment, reconciliation, and tracking of program funds by March 1, 2025.

Payment will be made only on approval of Assistant Superintendent of School Choice and Deputy Superintendent for Finance. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.
All payments include any and all expenses incurred by Contractor.

Agreements ending May 31, must submit final invoices no later than June 5 of the same year.

Agreements with services completed by June 30 must submit invoices no later than July 5 of the same year.

It is understood that should Contractor fail to submit invoices as provided herein, the State shall not be responsible for payment thereof under this contract or in quantum meruit.

ADD or CHANGE to:

04 Payment Terms
In consideration of the services described above, the State hereby agrees to pay the Contractor up to $2,844,917 for the term of the contract.

No compensation or payment of any nature will be made in advance of services actually performed or deliverables furnished.

- Implementation costs will be paid as follows:
  - $50,000 is eligible for payment upon delivery of a staffing plan by December 6, 2024.

  - $150,000 is eligible for payment upon delivery of a Project Work plan by December 6, 2024.

  - $150,000 is eligible for payment upon delivery of a demonstration of a functional Management System for the LA GATOR program, including application and identity verification process, the digital wallet and the marketplace by December 30, 2024.

  - $25,000 is eligible for payment for delivery of a statewide marketing plan to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

- $150,000 is eligible for payment for delivery of customer service plan, customer service materials, and active customer service process by January 15, 2025.

- $35,000 is eligible for payment for submission of a Management System training plan and training materials and delivery of training by February 1, 2025.

- $50,000 is eligible for payment for delivery of a management system that collects program data and metrics, and delivers reports by February 15, 2025.

- $100,000 is eligible for payment for opening a management system to enroll and approve parent applications by March 1, 2025.

- $100,000 is eligible for payment for opening a management system to enroll and approve nonpublic school and service provider applications by March 1, 2025.

- $50,000 is eligible for payment for delivery of a marketplace for approved educational services and goods by March 1, 2025.

- $50,000 is eligible for payment for delivery of electronic system to manage the receipt, payment, reconciliation, and tracking of program funds by March 1, 2025.

- $30,000 is eligible for payment upon delivery of user training tools and videos by June 30, 2025.

- $175,000 is eligible for payment upon delivery of an electronic rating tool for vendors, products, and services by August 15, 2025.

- $85,000 is eligible for payment upon delivery of a project workplan for September 2025 through June 30, 2026 by August 29, 2025.

- Account Administration costs will be paid as follows:
  - The State hereby agrees to pay the Contractor an annual account management fee of $143.50 for each student enrolled through the Management System ("Management Fee"). The State shall pay Contractor the annual account management fee within 30 days of notifying the State of the number of accounts that can be funded per the appropriation and the identification of the enrolled students.
  - For purposes of the Payment Terms Section, "enrolled" shall mean a student who is awarded funding through the LA GATOR program as evidenced by the appropriation adopted by the Louisiana Legislature.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment **#: 1**

- **Final total funding for accounts is not confirmed until the Louisiana Legislature adopts and the Governor approves the fiscal year budget.**
- **The Management Fee payment will be calculated based on the official total number of students enrolled for the fiscal year.**

Payment will be made only on approval of Assistant Superintendent of School Choice and Deputy Superintendent for Finance. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.
All payments include any and all expenses incurred by Contractor.

Agreements ending May 31, must submit final invoices no later than June 5 of the same year.

Agreements with services completed by June 30 must submit invoices no later than July 5 of the same year.

It is understood that should Contractor fail to submit invoices as provided herein, the State shall not be responsible for payment thereof under this contract or in quantum meruit.

Change Agreement from:

05 Term of Agreement
This Agreement shall begin on **November 25, 2024**, and shall terminate on **June 30, 2025** (the "Term").

The implementation and fulfillment of this Agreement is contingent upon the existence of the appropriated funds to support these activities. If the appropriated funds are reduced by any means provided in the appropriations act to prevent the State's 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 Agreement, the Agreement shall terminate on the date designated on which funds will be exhausted.

ADD or CHANGE to

05 Term of Agreement

This Agreement shall begin on **November 25, 2024**, and shall terminate on **June 30, 2026** (the "Term").

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

The implementation and fulfillment of this Agreement is contingent upon the existence of the appropriated funds to support these activities. If the appropriated funds are reduced by any means provided in the appropriations act to prevent the State's 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 Agreement, the Agreement shall terminate on the date designated on which funds will be exhausted.

Change Agreement from:

06 Amendments
The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the Parties and approved by the necessary authorities prior to said termination date. If either Party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by the State and forwarded to the other Party for appropriate action by the other Party.

Said amendment must be approved by both the Board of Elementary and Secondary Education (BESE) and the Joint Legislative Committee and the Budget (JLCB) so it should be returned to State with appropriate information and signatures not less than sixty-five (65) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

The continuation of this Agreement through amendment is contingent upon the appropriation of funds to fulfill the requirements of the amendment by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on July 1, 2025.

ADD or CHANGE to

06 Amendments
Any modification to the provisions of this Agreement shall be in writing, signed by all parties, and approved by the required authorities. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the Parties and approved by the necessary authorities prior to said termination date. If either Party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by the State and forwarded to the other Party for appropriate action by the other Party.

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

If the total amount due based on the per-student fee exceeds the maximum contract value over the term of the contract, the following provisions will apply:

Contract Amendment: If additional funding is necessary due to an increase in the number of students, the State and the Contractor will execute a contract amendment to increase the contract value.

Notification Requirement: It is the responsibility of the Contractor to advise the Department in writing in advance when contract terms may be insufficient to complete the contract objectives, including but not limited to advising when Contractor anticipates that the total payments due under the contract will approach or exceed the maximum contract value based on Contractor's forecast of the anticipated student enrollments and relevant balance.

Said amendment must be approved by both the Board of Elementary and Secondary Education (BESE) and the Joint Legislative Committee and the Budget (JLCB) so it should be returned to State with appropriate information and signatures not less than sixty-five (65) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

The continuation of this Agreement through amendment is contingent upon the appropriation of funds to fulfill the requirements of the amendment by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statues 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 Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be canceled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

Change Agreement from:

Attachment 1

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25 eg

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

Scope of Work

Communications and Marketing

A. Contractor shall develop and implement marketing plan to align with program timelines specified by the Department to include the following deliverables:
   a. Create and implement communication plan with customized communications and delivery methods to:
      1) Parents of incoming kindergarten students, parents of private school students that meet income or Special Education criteria, and parents of students in grades kindergarten – 12,
      2) nonpublic schools, and
      3) service providers.
   b. Design communication tools for nonpublic schools to provide to parents in advance of program application release date.
   c. Translate communications to languages other than English based on needs expressed by the Department.
   d. Design and implement communications to parents regarding the program no later than eight weeks prior to the application release date or sooner as determined by the Department.
   e. Design communication tools for economically disadvantaged and underserved populations.
   f. Design and implement communications to nonpublic schools regarding participation in the program according to a timeframe determined by the Department.
   g. Design and implement communications to service providers according to a timeframe determined by the Department.
   h. Utilize communication delivery methods to parents, nonpublic schools and service providers occurring through, but not limited to, television, newspaper, Department website and Department social media accounts.
   i. Design and implement a plan to notify parents once an application has been approved and funded or when an applicant is deemed eligible but moved to a waiting list due to absence of funding.
   j. Design and implement a customer satisfaction survey to account holders.

Applications

A. Implement an online platform to manage parent application submissions, eligibility determination, and approval no later than March 1, 2025 to include the following deliverables:
   a. Design and implement platform with easy to access account application via mobile phone or computer
   b. Design and implement a platform to determine student eligibility per program policies, rules and statutes.
      i. Design interface with existing State data systems, to the extent feasible, for verification of information in order to maximize efficiencies and streamline the application approval process.

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ii. Design and implement system capability of uploading all documents necessary to complete an application.
iii. Design and implement a system to provide application status.

c. Include attestations in application as required per program policies, rules or statutes.

B. Implement an online platform to manage nonpublic school application submission, eligibility determination, and approval to include:
   a. Design and implement nonpublic school eligibility criteria within application approval as required by policies, rules or statutes into application approval process.
      i. Design interface and data sharing, to the extent feasible, in order to maximize efficiencies and streamline the application approval process.
      ii. Design and implement system capability of uploading all documents necessary to complete an application.
      iii. Design and implement a system to provide application status.

C. Implement an online platform to manage service provider application submission process and approval of services or products to include:
   a. Include attestations in application as required per program policies, rules or statutes.
   b. Design and implement system capability of uploading all documents necessary to complete an application.
   c. Design and implement a system to provide application status.
   d. Design and implement a system to verify services and products are allowable and comply with policies, rules and statutes.
   e. Design and implement a system to identify service providers whose revenue in any fiscal year exceeds $100,000 and processes to verify compliance with policies, rules and statutes.

Marketplace

A. Design and implement an electronic platform to deploy a comprehensive marketplace, including the following deliverables:
   a. Design and implement a system component to verify purchases are allowable and absent of error or fraudulent actions.
   b. Design and implement system components that make available for purchase services and products allowable under program policies, rules and statutes.

Customer Service

A. Design and implement a customer service system and process for providing support to parents, nonpublic schools, and service providers for the purposes of minimizing waiting periods when requesting information and providing a response within 48 hours to include the following deliverables:
   a. Design and implement a customer service system for phone call inquiries.
   b. Design and implement a customer service system for chat feature inquiries.

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c. Design and implement a customer service system for email inquiries.

Training and Technical Assistance

A. Design and implement a training program and technical assistance containing written guidance and videos for each system user group including the following deliverables:
   a. Parents
      i. Information for the Department's website that gives comprehensive information necessary for a parent to determine preliminary eligibility.
      ii. System application location that includes references to policies, rules, statutes and guidance.
   b. Nonpublic Schools
   c. Service providers
   d. LDOE administrators

Financial Management

A. Implement an electronic system to manage the receipt, payment, reconciliation and tracking of program funds including the following deliverables:
   a. Design and implement a process for identifying enrolled students in order to support charges for system management of each approved account.
   b. Design and implement a process for receipt of ESA funds for each approved and funded account.
   c. Design and implement a process for allocation and tracking of ESA funds to each approved account.

B. Implement a system to collect program and financial data and provide reports, as required by the Department, for program monitoring and compliance with program policies, rules and statutes including the following deliverables:
   a. Identify and create reports to align with requirements set forth in R.S. 17:4037.11.
   b. Design data collection and reports as determined necessary for best business practices regarding monitoring by the Department including, but not limited to, daily, monthly and annual statistics.
   c. Implement interactive dashboard system for delivery of statistics and reports.

ADD or CHANGE to

Attachment 1

Scope of Work

Communications and Marketing

A. Contractor shall develop and implement marketing plan to align with program timelines specified by the Department to include the following deliverables:

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DATE: 6/20/25

a. Create and implement communication plan with customized communications and delivery methods to:
   4) Parents of incoming kindergarten students, parents of private school students that meet income or Special Education criteria, and parents of students in grades kindergarten – 12,
   5) nonpublic schools, and
   6) service providers.
b. Design communication tools for nonpublic schools to provide to parents in advance of program application release date.
c. Translate communications to languages other than English based on needs expressed by the Department.
d. Design and implement communications to parents regarding the program no later than eight weeks prior to the application release date or sooner as determined by the Department.
e. Design communication tools for economically disadvantaged and underserved populations.
f. Design and implement communications to nonpublic schools regarding participation in the program according to a timeframe determined by the Department.
g. Design and implement communications to service providers according to a timeframe determined by the Department.
h. Utilize communication delivery methods to parents, nonpublic schools and service providers occurring through, but not limited to, television, newspaper, Department website and Department social media accounts.
i. Design and implement a plan to notify parents once an application has been approved and funded or when an applicant is deemed eligible but moved to a waiting list due to absence of funding.
j. Design and implement a customer satisfaction survey to account holders.

Applications

A. Implement an online platform to manage parent application submissions, eligibility determination, and approval no later than March 1, 2025 to include the following deliverables:
   a. Design and implement platform with easy to access account application via mobile phone or computer
   b. Design and implement a platform to determine student eligibility per program policies, rules and statutes.
      i. Design interface with existing State data systems, to the extent feasible, for verification of information in order to maximize efficiencies and streamline the application approval process.
      ii. Design and implement system capability of uploading all documents necessary to complete an application.
      iii. Design and implement a system to provide application status.
   c. Include attestations in application as required per program policies, rules or statutes.

B. Implement an online platform to manage nonpublic school application submission, eligibility determination, and approval to include:

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a. Design and implement nonpublic school eligibility criteria within application approval as required by policies, rules or statutes into application approval process.
    i. Design interface and data sharing, to the extent feasible, in order to maximize efficiencies and streamline the application approval process.
    ii. Design and implement system capability of uploading all documents necessary to complete an application.
    iii. Design and implement a system to provide application status.

C. Implement an online platform to manage service provider application submission process and approval of services or products to include:
    a. Include attestations in application as required per program policies, rules or statutes.
    b. Design and implement system capability of uploading all documents necessary to complete an application.
    c. Design and implement a system to provide application status.
    d. Design and implement a system to verify services and products are allowable and comply with policies, rules and statutes.
    e. Design and implement a system to identify service providers whose revenue in any fiscal year exceeds $100,000 and processes to verify compliance with policies, rules and statutes.

Marketplace

A. Design and implement an electronic platform to deploy a comprehensive marketplace, including the following deliverables:
    a. Design and implement a system component to verify purchases are allowable and absent of error or fraudulent actions.
    b. Design and implement system components that make available for purchase services and products allowable under program policies, rules and statutes.

Customer Service

A. Design and implement a customer service system and process for providing support to parents, nonpublic schools, and service providers for the purposes of minimizing waiting periods when requesting information and providing a response within 48 hours to include the following deliverables:
    a. Design and implement a customer service system for phone call inquiries.
    b. Design and implement a customer service system for chat feature inquiries.
    c. Design and implement a customer service system for email inquiries.

Training and Technical Assistance

A. Design and implement a training program and technical assistance containing written guidance and videos for each system user group including the following deliverables:
    a. Parents
        i. Information for the Department's website that gives comprehensive information necessary for a parent to determine preliminary eligibility.

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ii. System application location that includes references to policies, rules, statutes and guidance.

b. Nonpublic Schools
c. Service providers
d. LDOE administrators

Financial Management

A. Implement an electronic system to manage the receipt, payment, reconciliation and tracking of program funds including the following deliverables:
   a. Design and implement a process for identifying enrolled students in order to support charges for system management of each approved account.
   b. Design and implement a process for receipt of ESA funds for each approved and funded account.
   c. Design and implement a process for allocation and tracking of ESA funds to each approved account.
B. Implement a system to collect program and financial data and provide reports, as required by the Department, for program monitoring and compliance with program policies, rules and statutes including the following deliverables:
   a. Identify and create reports to align with requirements set forth in R.S. 17:4037.11.
   b. Design data collection and reports as determined necessary for best business practices regarding monitoring by the Department including, but not limited to, daily, monthly and annual statistics.
   c. Implement interactive dashboard system for delivery of statistics and reports.

Training Tools and Videos

A. Develop and expand the user training tools to provide more robust opportunities for users to learn how to navigate the Management System. These training tools and videos will include short format training videos addressing specific topics relevant to parents, vendors and schools. The specific topics will be agreed upon after a minimum of one collaborative work session with the State.

Rating System

A. Develop and implement an electronic rating tool within the Management System for users to evaluate vendors, products and services.

Management System Workplan

A. Submit a detailed Project Workplan for the period immediately following implementation, September 2025-June 2026, for the Management System and applicable related matters. The Project Workplan will be created by the Contractor after a minimum of one collaborative work session with the State where requirements and timelines for the upcoming school year are discussed.

Account Administration

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25 cg

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment #: **1**

A. Activate and administer the funded accounts so parents have rapid and simple access to purchase educational services and products for students. The State will notify the Contractor of the amount of funding appropriated for the program within five (5) business days of the final approval and signature of the State budget by the Governor. The Contractor will determine the number of accounts that can be funded per the appropriation and identify the enrolled students. For purposes of funding, "enrolled" shall mean a student who is awarded funding through the LA GATOR program. Contractor will activate the enrolled student accounts in the Management System within seven (7) business days after the Contractor is notified of the program appropriation. Contractor will notify parents of the active accounts for the enrolled students within seven (7) business days after the accounts are made active. Parents will have access to purchase goods and services immediately following the notice of an active account. Funding will be dispersed to accounts on a quarterly basis.

THUS DONE, SIGNED, AND EXECUTED by the parties on the dates next to their respective signatures below.

Two Witnesses' Signatures (required)**

Contractor's Signature

By: Joseph Connor 3/14/25
Date

Printed Name: Joseph Connor

Title: CEO

Telephone: (646 655-7602

State Agency Signatures

Beth Scioneaux 3/17/2025
Assistant/Deputy Superintendent or Delegated Authority Date

DocuSigned by:
Cade Brumley 3/17/2025
State Superintendent of Education Date

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

State of Louisiana
Department of Education
Amendment to Agreement

PO Number: **2000898069**
Amendment **#: 1**

Signed by:
FB43EC3FFF5C442...

3/17/2025

* President, State Board of Elementary and Secondary Education — Date

Contracts exceeding $50,000 require additional signatures.
****Two witness signatures are required if wet signatures are used. Witness signatures are not required if using DocuSign.***

Approved by the Joint Legislative Committee on the Budget

DATE: 6/20/25

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Approved by the Joint Legislative Committee on the Budget

Form A
*(ISIS/LAGOV)*_____

DATE: 11/15/24
CONTRACT NUMBER

STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
AGREEMENT

BE IT KNOWN, the Department of Education, Office of School Choice, of the State of Louisiana (hereinafter sometimes referred to as "Department or State") and Primary Class, Inc. (d/b/a Odyssey), a Delaware Corporation located at 325 Hudson St., 4th Floor, New York, NY 10003 (hereinafter sometimes referred to as "Contractor") (each a "Party" and collectively, the "Parties") do hereby enter into this contract (the "Agreement") with funds which can include funds provided by the program entitled, Louisiana Giving All True Opportunity to Rise ("LA GATOR"), under the following terms and conditions.

01 Definition

The following terms used in the Agreement will have the respective meanings set forth below:

i. "Contractor" shall mean the Party identified on page one of the Agreement.

ii. "Contractor Intellectual Property" means any and all intellectual property rights owned by the Contractor or licensed to the Contractor by a third party and used by the Management System and the Program Disclosure Statement that consist of, but are not limited to, any patents or published patent applications, registered copyrights, trademarks, or other proprietary information, including Contractor's existing intellectual property, software, software code, software platform and any derivatives of Contractor's existing intellectual property, software, software code, software platform and any derivatives created in connection with this Agreement.

iii. "Customer Data" means all information, data, materials, or documents (including Confidential Information of or belonging to any applicable governmental entity and Customer PII) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from a governmental entity, including all information, data, materials, or documents developed by or created by Contractor or Contractor's subcontractors, in connection with this Agreement.

iv. "Customer PII" means all Customer Data that constitutes "personal information", "personally identifying-information," and/or "protected health information", as those terms are defined by Applicable Law.

v. "Third Party Intellectual Property" means any and all intellectual property rights owned by any subcontractor or vendor of the Contractor and used in the Management System that consist of, but are not limited to, any patents or published patent applications, registered copyrights, trademarks, or other proprietary information including existing intellectual property, software, software code, software platform and any derivatives of existing intellectual property, software, software code, software platform and any derivatives created in connection with this Agreement.

vi. "Final Termination Date" shall mean the date on which the Contractor no longer holds any assets under the Agreement and the Contractor no longer provides Services with respect to any Accounts.

vii. "Losses" shall mean, except for "Liability of the Contractor" and "Indemnification by the Contractor" described later in this Agreement, all losses, costs, claims, causes of action, liabilities, penalties, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements), excluding consequential, punitive and special damages.

viii. "Management System" shall mean Louisiana's Education Scholarship Account Program Management System used to support the LA GATOR Program.

ix. "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, joint stock company or other similar organization, Management System or any other entity, an unincorporated organization, a government or any agency or political subdivision thereof, a court, or any other legal entity whether acting in an individual, fiduciary or other capacity.

x. "Program Fiscal Year" shall mean the 12-month period ending each June 30.

xi. "Program Records" shall mean all Customer Data and Customer PII which will be used or stored in connection with this Agreement. Program Records shall not include any Contractor Intellectual Property or Third Party Intellectual Property.

xii. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to

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perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

xiii. Security Breach means any act or omission that compromises either the security, confidentiality or integrity of personally-identifiable student information (or "PII") or the physical, technical, administrative or organizational safeguards put in place by Researcher that relate to the protection of the security, confidentiality or integrity of PII, or receipt of a substantiated complaint in relation to the privacy practices of Researcher or a breach of this Agreement relating to such privacy practices.

02 Rules and Order of Construction

A. Rules of Construction. For all purposes of the Agreement, except as otherwise expressly provided or unless the context otherwise requires:
   i. Singular words will connote the plural as well as the singular, and vice versa (except as indicated), as may be appropriate. Masculine words such as "he," "his," and "him" will connote the feminine as well as the masculine, and vice versa, as may be appropriate.
   ii. Unless otherwise indicated, references within the Agreement to articles, sections, paragraphs or clauses are references to articles, sections, paragraphs or clauses in or to the Agreement.
   iii. The words "herein," "hereof," and "hereunder," and other words of similar import refer to the Agreement as a whole and not to any particular article, section, paragraph or clause.
   iv. References to any Person will include such Person and its successors and permitted assigns.
   v. The Agreement's recitals and any exhibits, schedules or ancillary documents attached hereto from time to time are incorporated into and made a part of the Agreement.

B. Order of Construction. The Agreement shall consist of the following documents in the order listed, which are hereby incorporated by reference and made an integral part of the Agreement. In the event of a conflict between provisions, the Agreement prevails over the Contractor's proposal.
   i. the Agreement;
   ii. the Contractor's proposal.

C. Resolution of Ambiguities.
   i. **Interpretation of Proposal:** In the event of any ambiguities or uncertainties in the interpretation of the Contractor's proposal, the Department will provide written notice to the Contractor specifying the nature of the ambiguity.
   ii. **Consultation and Clarification:** Upon receiving such notice, the Contractor and the Department shall engage in a reasonable and timely consultation to resolve the ambiguity. Both parties shall work in good faith to reach a mutually acceptable interpretation.
   iii. **Final Decision:** If the parties cannot resolve the ambiguity through consultation, the Department may determine the interpretation in its sole discretion, provided that such interpretation is reasonable and consistent with the intent of the proposal. The Department shall provide written notice of its final interpretation to the Contractor.

03 Scope of Services

Contractor hereby agrees to administer and manage an Education Scholarship Account Program Management System (the "Management System") to support the LA GATOR Program (the "Services").

- **Specific goals and objectives:** Contractor's goals and objectives are to successfully design, and implement a comprehensive system that is capable of administering the LA GATOR Program so that parents have rapid and simple access to accounts and the ability to purchase educational services and products for students.

  - **Concise Description of Services:** Contractor shall prepare and deliver an all-inclusive Management System necessary to enable administration of the LA GATOR Program including the following:

    - Marketing – Implement a statewide marketing campaign to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.

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- Applications -- Implement a Management System to process program enrollments and approval of parent applications no later than March 1, 2025.

- Nonpublic Schools and Service Providers – Implement a Management System to process nonpublic school and service provider application and approval process no later than March 1, 2025.

- Marketplace -- Implement and demonstrate operability of a Management System for a comprehensive marketplace for approved educational services and goods no later than March 1, 2025.

- Customer Service – Implement functionality and active customer service process by January 15, 2025 that ensures parents, nonpublic schools, and service providers have the necessary support to obtain answers to questions across a range of different methods including phone, chat and email. Provide customer support for parents, nonpublic schools, and service providers through June 30, 2025.

- Training – Implement training and technical assistance plans for system users by February 1, 2025 (e.g., parents, nonpublic schools, service providers, and LDOE administrators). Provide trainings for parents, nonpublic schools, service providers, and LDOE administrators through June 30, 2025.

- Financial Management – Implement and demonstrate operability of an electronic system to manage the receipt, payment, reconciliation, and reporting of program funds by February 15, 2025. Reporting shall include program and financial metrics and reports necessary for the Department to monitor compliance with Louisiana statutes, regulations, Board of Elementary and Secondary Education policies, and provide data for budgeting and program planning and management. System shall be operational through June 30, 2025.

- **Complete Description of Services**
  - Statement of Work (Attachment 1).
    - Contract will perform services according to the terms of this Agreement and according to the Statement of Work.
  - Insurance Requirements for Contractors (Attachment 2)
  - Contractor's Request for Information (RFI) Proposal (Attachment 3).

- **Performance Measures:** Contractor shall develop the Management System in a timely fashion so that it may be fully operational for the LA GATOR Program to begin enrollments on March 1, 2025.

  - Contractor will maintain a 99.9% guaranteed system uptime during the term of the Agreement.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
  - Contractor will maintain a 75% average customer satisfaction score from account holders, non-public school participants and service providers during the term of the Agreement. Statistics shall be provided on a monthly basis to the Department.
    - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.

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- Contractor will maintain an average page response time of 3 seconds or less when the Management System is operational during the term of the Agreement.
  - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.
- Contractor will complete all contractually required implementation activities and have the system operational for acceptance of applications of applications but no later than March 1, 2025.
  - Following a month in which Odyssey has not met this standard, Odyssey will deduct $2,000 for each month beyond the initial month Odyssey is out of compliance. This deduction will be applied to the next invoice.

04 Payment Terms
In consideration of the services described above, the State hereby agrees to pay the Contractor $910,000_for the term of the contract.

No compensation or payment of any nature will be made in advance of services actually performed or deliverables furnished.

- Implementation costs will be paid as follows:
  - $50,000 is eligible for payment upon delivery of a staffing plan by December 6, 2024.
  - $150,000 is eligible for payment upon delivery of a Project Work plan by December 6, 2024.
  - $150,000 is eligible for payment upon delivery of a demonstration of a functional Management System for the LA GATOR program, including application and identity verification process, the digital wallet and the marketplace by December 30, 2024.
  - $25,000 is eligible for payment for delivery of a statewide marketing plan to communicate LA GATOR Program availability to parents, nonpublic schools, and service providers by January 1, 2025.
  - $150,000 is eligible for payment for delivery of customer service plan, customer service materials, and active customer service process by January 15, 2025.
  - $35,000 is eligible for payment for submission of a Management System training plan and training materials and delivery of training by February 1, 2025.
  - $50,000 is eligible for payment for delivery of a management system that collects program data and metrics, and delivers reports by February 15, 2025.
  - $100,000 is eligible for payment for opening a management system to enroll and approve parent applications by March 1, 2025.
  - $100,000 is eligible for payment for opening a management system to enroll and approve nonpublic school and service provider applications by March 1, 2025.
  - $50,000 is eligible for payment for delivery of a marketplace for approved educational services and goods by March 1, 2025.

- $50,000 is eligible for payment for delivery of electronic system to manage the receipt, payment, reconciliation, and tracking of program funds by March 1, 2025.

Payment will be made only on approval of Assistant Superintendent of School Choice and Deputy Superintendent for Finance. The Contractor must use the standard Louisiana Department of Education Professional Services Billing Form for invoicing purposes.
All payments include any and all expenses incurred by Contractor.

Agreements ending May 31, must submit final invoices no later than June 5 of the same year.

Agreements with services completed by June 30 must submit invoices no later than July 5 of the same year.

It is understood that should Contractor fail to submit invoices as provided herein, the State shall not be responsible for payment thereof under this contract or in quantum meruit.

05 Term of Agreement
This Agreement shall begin on **November 25, 2024**, and shall terminate on **June 30, 2025** (the "Term").

The implementation and fulfillment of this Agreement is contingent upon the existence of the appropriated funds to support these activities. If the appropriated funds are reduced by any means provided in the appropriations act to prevent the State's 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 Agreement, the Agreement shall terminate on the date designated on which funds will be exhausted.

06 Amendments
The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the Parties and approved by the necessary authorities prior to said termination date. If either Party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by the State and forwarded to the other Party for appropriate action by the other Party.

Said amendment must be approved by both the Board of Elementary and Secondary Education (BESE) and the Joint Legislative Committee and the Budget (JLCB) so it should be returned to State with appropriate information and signatures not less than sixty-five (65) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

The continuation of this Agreement through amendment is contingent upon the appropriation of funds to fulfill the requirements of the amendment by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on July 1, 2025.

07 Representations and Warranties of the Contractor
The Contractor hereby represents, warrants and covenants to the State as follows:

A. Organization of the Contractor. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized. The Contractor is also duly qualified and in good standing under the laws of the State and each jurisdiction where its ownership or lease of property or the conduct of its business otherwise requires such qualification. It is in compliance with all governmental approvals, consents, licenses, permits, certificates, franchises and requirements of law that are necessary to conduct its business and to enter into and perform its obligations under the Agreement. The Contractor has the full corporate power and authority to execute and deliver the Agreement and to perform its obligations hereunder.

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B. Authority. The execution and delivery by the Contractor of the Agreement, and the performance by the Contractor of its obligations hereunder, have been duly and validly authorized. The Agreement has been duly and validly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.

C. No Conflicts. The execution and delivery by the Contractor of the Agreement and the performance by the Contractor of its duties and obligations hereunder do not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of its articles of incorporation or by-laws; (ii) conflict with or result in a violation or breach of any term or provision of any law, rule, regulation, judgment, decree, order or injunction applicable to it or any of its assets or properties; or (iii) conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under, any material agreement to which it is a party, or any material obligation or responsibility which it has to any third party.

D. Governmental Approvals and Filings. As of the Effective Date, no consent, approval or action of, or filing with or notice to, any governmental or regulatory authority is required on the part of the Contractor in connection with the execution, delivery and performance of the Agreement or the consummation of the transactions contemplated hereby. No consent or approval of any other Person, including the holders of any indebtedness or obligations of the Contractor, is required on the part of the Contractor in connection with its execution, delivery and performance of the Agreement or the performance of its obligations hereunder.

E. Continuing Representations, Warranties and Covenants. Each of the representations, warranties and covenants made by the Contractor in this Section is true and correct as of the Effective Date and through the final day of the Term, except to the extent a particular representation or warranty provides that it is made as of a specified date. Upon any material change in any of the representations, warranties or covenants made by the Contractor in this Section, the Contractor shall immediately notify the State in writing of such change.

F. Additional Warranty. Contractor warrants that all services shall be performed in a workmanlike manner, and according to industry standards and the description contained in this Agreement. Contractor shall be liable without limitation to the State for any damages or losses due to Contractor's negligence or breach of any obligation of this Agreement.

G. Free from Defects. Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design. The State shall notify the Contractor in writing of any defects or issues with the Management System within 30 days of discovery. The notification shall include a description of the defect and any relevant details required for the Contractor to address the issue. Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State. The Contractor's warranty obligations do not extend to defects or issues arising from misuse, unauthorized modifications, or external factors not related to the Contractor's design or implementation of the system.

H. No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder.

08 Representations and Warranties of the State

The State hereby represent, warrant and covenant to the Contractor as follows:

A. Authority. The execution and delivery of the Agreement by the State, and the performance by the State of its obligations hereunder, has been duly and validly authorized under Applicable Law. The State has the legal right, power and authority to execute and deliver the Agreement, and the State has the legal right, power and authority to perform their obligations hereunder. The Agreement has been duly and validly executed and delivered by the State and constitutes the legal, valid and binding obligation of the State, enforceable in accordance with its terms.

B. No Conflicts. The execution and delivery of the Agreement by the State, the performance by the State of his obligations hereunder and the consummation of the transactions contemplated hereby do not: (i) conflict with or result in a violation of any term or provision of any law, rule, regulation, judgment, decree or injunction applicable to the State; or (ii) conflict with or result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under, any agreement or other instrument to which the State is a party, or any material obligation of the State to a third party.

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C. Governmental Approvals and Filings. No additional consents, approvals or actions of, or filing with or notice to, any agency or instrumentality of the State with the exception of submission to the Board of Elementary and Secondary Education and the Joint Legislative Committee on the Budget (JLCB) is required in connection with the execution and delivery of the Agreement by the State, and the performance of the Agreement by the State or the consummation by the State of the actions contemplated hereby, except such consents and approvals that will have been obtained upon execution and delivery of the Agreement.

09 Reporting and Compliance

A. Reports and Financial Statements. The Contractor shall prepare and deliver to the State the reports necessary to ensure compliance with R.S. 17:4037.11 including specifically, but not limited to the reports outlined in R.S. 17:4037.11.

B. Compliance Requirements. The Contractor shall:

i. Not take any action that causes the LA GATOR Program not to comply with Applicable Laws, the requirements of the Administrative Code and the regulations, statutes, and rules of the LA GATOR Program promulgated thereunder and any amendments thereto, provided such amendments do not impair a material term of the Agreement;

ii. Keep adequate records of each Account, keep each Account separate from each other Account and provide the State with adequate information and reports to comply with applicable laws and regulations regarding reporting, including but not limited to, accounting and budgeting record and reporting laws and regulations.

10 Ownership and Custody of Program Records

A. Program Records. The State shall own and have all right, title and interest in and to, and beneficial ownership of, the Program Records, regardless of authorship and whether or not they are in the possession of the State; provided, however, that nothing in this Section shall affect the Contractor's or its subcontractors' ability to create, maintain, and preserve copies of Program Records, in the customary course of its operation in accordance with the Agreement or as required under Applicable Law or affect the Contractor's ownership of the Contractor Intellectual Property or its subcontractors' ownership of Third Party Intellectual Property. The Contractor acknowledges and agrees that all Program Records created by it or any of its subcontractors shall be considered "works made for hire" pursuant to Applicable Law, and the State shall own and have all right, title and interest in and to, and beneficial ownership of, the same (except to the extent that any Program Records qualify as trade secrets under Applicable Law, where in such event all worldwide right, title and interest in and to such Program Records shall be assigned to the State in the following sentence and the Contractor shall treat and protect such Program Records as trade secrets as provided in this Agreement as may be required in order to perfect and maintain such Program Records' qualification as trade secrets under Applicable Law). To the extent any Program Records do not qualify as "works made for hire" under Applicable Law, the Contractor hereby assigns, conveys and transfers to the State all the Contractor's worldwide ownership, right, title and interest in and to such Program Records. The Contractor agrees to reasonably help the State obtain and enforce any patents, copyrights, rights in mask works, trade secret rights, and other legal protections for the Program Records which the State may choose to pursue in any and all jurisdictions throughout the world. The Contractor shall execute any documents that the State reasonably requests for use in obtaining or enforcing such rights and protections. The Contractor agrees to execute and provide to the State, and cause its subcontractors to execute and provide to the State, such further assignments and other documents as may be reasonably required to vest the State with all of the Contractor's worldwide, right, title and interest in and to such Program Records free and clear of all liens, claims and encumbrances.

B. Access to Program Records. Program Records shall be readily accessible to the State, at the Contractor's expense, in a commercially reasonable manner during the Term and for seven years from the Final Termination Date, or the period of time the Department permits the Contractor to retain program records after the termination or expiration of this Agreement, which ever period of time is shorter; provided, however, that the State and/or his designees shall have all access necessary to comply with Applicable Law. Upon request, the Contractor shall furnish copies of any Program Records to the State at no cost. Program Records stored at data centers must be located in the continental United States of America. All backups shall also be located solely in data centers located in the continental United States of America.

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C. Program Information Technology. The Contractor Intellectual Property shall remain the property of the Contractor and the Third Party Intellectual Property shall remain the property of the applicable subcontractor. To the extent that the Contractor, its subcontractors, and third-party licensors provide Third Party Intellectual Property to the State for development, modification or operation of the Management System, the Contractor hereby grants to the State a nonexclusive, worldwide, royalty-free, irrevocable, perpetual license to use, copy and display such Third Party Intellectual Property in connection with the State's use of the Program Records. The Contractor, its subcontractors, and third-party licensors shall own and continue to own, during and after the Agreement, all right, title and interest in and exclusive beneficial ownership of all such Contractor Intellectual Property and Third Party Intellectual Property.

11 Confidentiality and Public Records

A. Confidential Information. The Contractor and the State agree to maintain the confidentiality of all personal records including student records, in accordance with the provisions of La. R.S. 17:3914, the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA), and financial information concerning the Program. To the extent permitted by Applicable Law, the Contractor and the State agree to maintain the confidentiality of all personal, technical, financial, business and other information of the Contractor that is not generally available to the public, including Program Records, Contractor Intellectual Property, and Third Party Intellectual Property. The personal, technical, financial, business and other information referred to above is "Confidential Information."

The Contractor shall protect from unauthorized use and disclosure all such information relating to the State's operations and data that becomes available to the Contractor in carrying out this Agreement. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Agreement; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Agreement; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

B. Confidential Information Use. The Contractor will use Confidential Information solely for the purpose of performing the Services in accordance with the Agreement. The Contractor will hold all Confidential Information in strict confidence indefinitely (even beyond the Final Termination Date) until returned to the Department or its designated representatives or destroyed at the time and in the manner as directed by the Department and will not disclose such information without prior written authorization from the Department. The Department will hold all Confidential Information in strict confidence indefinitely (even beyond the Final Termination Date) until returned to the other Party or its designated representatives, destroyed pursuant to the Department's record retention policy in accordance with Applicable Law, or as otherwise disclosed pursuant to this Agreement. The Contractor will defend, indemnify and hold the State and the LA GATOR Program harmless against and from all Losses arising out of the wrongful use or disclosure of such information by the Contractor a subcontractor, or their respective current or former officers, employees, agents and representatives. Subject to this Agreement, this Section will not restrict any disclosure required to be made by Applicable Law.

C. Use by Employees and Agents. The requirement of confidentiality also applies to the subcontractors and delegates of any Party and employees, attorneys and other professional advisers and agents of the Parties and such subcontractors and delegates. Each Party will use its best efforts to ensure that such persons adhere to the confidentiality requirements set forth herein. Use and disclosure of proprietary and Confidential Information by employees, agents, attorneys and other professional advisers to the extent necessary to carry out the terms and purposes of the Agreement is permitted.

D. LA GATOR Program Lists. The Contractor agrees it shall not, and shall cause its affiliates, subcontractors and delegates not to, sell, provide or otherwise disclose information from any LA GATOR Program List to any third party unless otherwise directed to by the State or required by Applicable Law.

E. Public Records. Pursuant to Louisiana Public Records Act (La. R.S. 44:1 *et seq.*), information or documents received by the State from the Contractor may be open to public inspection and copying unless exempt from

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disclosure. The Parties agree that the Confidential Information of the Contractor, its subcontractors or their affiliates may include information or documents that contain "trade secrets," or other proprietary or commercial information which if released would give advantage to business competitors and serve no public purpose, as protected by La. R.S. 44:3.2. The Contractor will identify any such information and documents as "Confidential." If any Person (including any governmental employee who is not an employee of the State) should request access to or be granted access to any such information or documents marked as "Confidential," the State shall notify the Contractor in writing of any such request and shall furnish a copy of all written materials pertaining to such request (including the request itself), prior to the request's approval if so granted, so that the Contractor, its subcontractors and their affiliates and any other affected parties may work with the State, as appropriate, to properly protect such Confidential Information at law or in equity and, if deemed necessary or appropriate, pursue any remedies available to them under Applicable Law.

12 Security Breach

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent Security Breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any Security Breach and prevent any further Security Breach at Researcher's expense in accordance with standard industry practices and applicable law.

Contractor shall:(i) provide the State with the name and contact information for an employee of Contractor who shall serve as the State's primary security contact and shall be available to promptly assist State as a contact in resolving issues and fulfilling obligations associated with a Security Breach; (ii) promptly notify State in writing of a Security Breach after Contractor becomes aware of it.

Promptly following Contractor's notification to the State of a Security Breach, Contractor and the State shall coordinate with each other to investigate the Security Breach. Contractor agrees to fully cooperate with State in State's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the State with physical access to the facilities and operations affected, subject to Contractor's confidentiality obligations to its other customers;(iii) facilitating interviews with Researcher's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and (v) reimbursing the State for the costs associated with its providing any notices to persons or organizations affected by the Security Breach as required by law.

Security Audits

Pursuant to in La. R.S. 17:3914, the Contractor shall permit the State or its authorized representatives to carry out security or audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with the State. The State or its authorized representatives shall have access at all reasonable times on working days during working hours to Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Agreement that are necessary for the State to carry out such security and audit checks, subject to Contractor's confidentiality obligations to its other users. The State or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

13 Communications and Marketing

A. Publicity. The State and the Contractor shall provide each other with prior notice and a draft of any press release or public announcement regarding the Management System, the LA GATOR Program, the Agreement, and/or the Services performed hereunder.

14 Notices

Any notice given in connection with the Agreement shall be given in writing and shall be delivered: by certified mail, postage prepaid, return receipt requested, to the other Party at the other Party's address provided below. Any Party may change its physical address, facsimile number or e-mail address by giving written notice of the change to the other Parties.

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If to the State to:

Project Director as designated by Department	Telephone: To Be Determined Facsimile: To Be Determined Email: To Be Determined

If to the Contractor to:

Joseph Connor Primary Class, Inc. (d/b/a Odyssey) 325 Hudson Street Floor 4 New York, NY 10013	Telephone: (208) 768-8132 Facsimile: (208) 318-7709 Email: joe@withodyssey.com

15 Contractor Resources

A. Project Manager. Contractor shall provide a Project Manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and or supervision of Contractor employees. Contractor will assign a Project Manager for this Agreement who will provide oversight of the activities conducted according to this Agreement. The Project Manager shall be the principal point of contact on behalf of the Contractor and the principal point of contact for Contractor concerning Contractor's performance under this Agreement. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the Agreement.

B. Contractor's Key Personnel. Contractor shall assign staff who possess the knowledge, skills and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor as listed in the Contractor's RFI proposal (Attachment 3).

C. Substitution of Contractor's Key Personnel. The Contractor's key personnel assigned to this contract shall not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered by the Contractor. In the event that Contractor personnel become unavailable due to resignation, illness, or other factors (excluding assignment to any other project outside of this contract), the Contractor's reasonable control, the Contractor shall be responsible for providing an equally qualified replacement of the personnel listed in the Contractor's RFI proposal in time to avoid delays in the performance of the Agreement.

16 Project Management

Contractor shall provide, at a minimum, the following project management functions:

A. Project Management. Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the terms of the Agreement.

B. Project Work Plan. Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The Project Work Plan will identify: activities/tasks to be performed, project personnel requirements, estimated workdays to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall be included. Written concurrence of both parties will be required for the Project Work Plan and for amendments or changes to the Project Work Plan.

C. Project Progress Reports. Contractor shall submit progress reports at an interval approved by the Department. Each progress report shall describe the status of the Contractor's performance since the preceding report.

D. Issue Control. Contractor will develop and implement with Department approval, procedures to monitor the identification and resolution of key project issues and problems.

17 Acceptance of Deliverables

Contract deliverables will be submitted, reviewed and accepted according to the following procedure:

A. General. Except where this Agreement provides different criteria, work will be accepted if it has been performed in accordance with applicable specifications for Contractor's work in the Agreement, the

Contractor's RFI proposal, and/or as subsequently modified in the Department approved design documents developed according to this Agreement and in any accepted final documentation.

B. Submittal and Initial Review. Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the Department Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the Department Project Director, but in no event later than ten (10) business days after the Deliverable has been presented to the Department Project Director. Within the applicable period, the Department Project Director will direct the appropriate review process, coordinate any review by various Department personnel. The initial review will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. Failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If Department disapproves a Deliverable, the Department will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmission of Corrected Deliverable. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the Department Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If Department disapproves a Deliverable, the Department will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. The Contractor will resubmit the Deliverable with the requested modifications. The Contractor and the Department agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the Department is contingent upon correction of all such deficiencies and acceptance by the Department.

18 Subcontractors

The Contractor may, with prior written permission from the Department, enter into subcontracts with third parties for the performance of any party 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 Department for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

The Contractor, in entering into subcontracts, for any work performed under this Agreement, shall give preference to subcontractors located in Louisiana over any potential subcontractor located outside of Louisiana, provided that the products or services offered by the subcontractor located in Louisiana are of at least equal quality to those offered by the potential subcontractor located outside of Louisiana and the cost of products and services offered by the subcontractor located in Louisiana does not exceed, by more than ten percent, the cost of products or services offered by the potential subcontractor located outside of Louisiana.

19 Department Project Director

The Department shall appoint a Project Director for this Agreement who will provide oversight of the activities conducted according to this Agreement and shall notify the Contractor in writing of such appointment. Notwithstanding the Contractor's responsibility for total management during the performance of this Agreement, the assigned Department Project Director shall be the principal point of contact on behalf of the Department and will be the principal point of contact for Contractor concerning Contractor's performance under this Agreement.

20 Department Monitoring Plan

During the term of the Agreement, representatives of the Contractor shall discuss with the Project Director the progress and results of the LA GATOR Program, ongoing plans for the continuation of the program, and any other matters relating to the program. The Project Director shall review with the Contractor its plans for performance of the duties and services hereunder prior to the performance thereof and shall continually review and analyze Contractor's performance of services pursuant to this Agreement and any other authorizations or approvals issued to the Contractor from time to time, as well as, Contractor's written Progress Reports and invoices to ensure Contractor's compliance with Agreement requirements and Scope of Services and to determine the progress being made by the Contractor. The Project Director shall also:

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A. Contact Contractor for further detail, information or documentation, or to secure any missing deliverables whenever necessary;
B. Coordinate the efforts of the Contractor with other various Department personnel;
C. Assure that items/payments requested in invoices are in compliance with this Agreement;
D. Coordinate with the Department fiscal office for payments to Contractor, and/or obtaining of any further needed documentation; and
E. Maintain telephone and/or email contact with Contractor on contract activity in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved and to verify information when needed.

Between required performance reporting dates, the Contractor shall inform the Department of problems, delays or adverse conditions that will materially affect their ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contractor to address the situation, and any assistance which may be needed to resolve the situation.

21 Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contractor's obligation.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this Agreement by the Office of State Procurement. The Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LRDR Account Number to the State so that the Contractor's tax payment compliance status may be verified. The Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this Agreement by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this Agreement without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

22 Termination for Cause

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

23 Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Notice of termination shall be sent Certified Mail, return receipt, requested, to the following:

If to the State to:

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Project Director as designated by Department	Telephone: To Be Determined Facsimile: To Be Determined Email: To Be Determined

If to the Contractor to:

Joseph Connor Primary Class, Inc. (d/b/a Odyssey) 325 Hudson Street Floor 4 New York, NY 10013	Telephone: (208) 768-8132 Facsimile: (208) 318-7709 Email: joe@withodyssey.com

24 Remedies for Default
Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

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

26 Governing Law
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

27 Exclusive Jurisdiction and Venue
Exclusive jurisdiction and venue of any action brought, after exhaustion of administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

28 E-Verify
Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Agreement.

29 Ownership
All records, reports, documents, products and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Agreement. All records, reports, documents, products 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 shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Agreement.

Any work undertaken by Contractor pursuant to this Agreement shall be work made for hire, and Contractor hereby transfers and assigns to the State any and all intellectual property rights, included but not limited, to copyright to any records, reports, documents, products or other material created or developed by Contractor in connection with the performance of this Agreement. No records, reports, documents, products or other materials created or developed under this Agreement can be distributed for free or for profit without the explicit written approval of the State Superintendent of Education.

30 Hold Harmless and Indemnification for Fraud Loss

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The Contractor agrees to hold harmless and indemnify the State from any and all financial loss due to fraud committed by applicants and or vendors relative to claims processed by the Contractor. Contractor agrees to the conditions below:

For purposes of this section, fraud is defined as the intentional violation of program statutes, regulations, or rules, including but not limited to, the intentional use of funds or resources for the purposes other than those specified by the State in the LA GATOR program rules, and that the Contractor should have reasonably recognized as improper use or the providing of false information in an application in order to obtain an account which Contractor should have reasonably recognized as false information.

The State agrees to promptly notify the Contractor in writing upon discovery of any fraud-related claims or issues that may lead to indemnification obligations.

Contractor shall indemnify the State for such loss by permitting credits against contract payments due it under this agreement and the Contractor shall be subrogated by the State to pursue collection of such loss for its own benefit.

31 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement. The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by the Contractor, its agents, employees, partners or subcontractors in the performance of this Agreement, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The Contractor will indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor:

i. prompt written notice of any action, claim or threat of infringement suit, or other suit,

ii. the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and

iii. assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six months after issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Agreement. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing

sentence is cause for the State to terminate this Agreement. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Agreement as being without limitation, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of this Agreement, or two times the charges for services rendered by the Contractor under this Agreement.

32 Insurance Requirements and Indemnification/Hold Harmless Agreement
Contractor shall procure 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, his agents, representatives, employees or subcontractors in accordance with the INSURANCE REQUIREMENTS FOR CONTRACTORS (Attachment 2) attached hereto and made a part hereof and contractor further agrees to all indemnity terms contained is said exhibit which are fully incorporated herein.

33 Waiver
Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

34 Contractor's Cooperation
The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

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

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

36 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 Agreement. 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 Agreement.

37 Collections Fees
If the Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this Agreement, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this Agreement, or if Contractor owes money to the State for any reason whatsoever as a result of this Agreement, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, the Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

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38 Assignability
The Contractor shall not assign or transfer this Agreement, or any interest in this Agreement by assignment, transfer, novation or otherwise without written consent of the Department. 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 the approved Agreement without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department. The Department shall in all cases pay only the Contractor for services provided and the Contractor shall directly pay any assignments out of any payments received from the Department unless the Department specifically agrees at the request of the Contractor to remit payments directly to an assignee. The Contractor shall hold harmless the Department from any liability or obligations in connection with such assignment.

39 Right to Audit and Record Retention
Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government, if applicable, has the right to inspect and review all books and records pertaining to services rendered under this contract for a period to be determined by the Department not to exceed sever years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this this period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

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

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

41 Continuing Obligation
The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

42 Cooperation Obligation
The Parties will cooperate with each other in a commercially reasonable manner in order that the conditions to the obligations of the State and the Contractor contained in this Agreement are satisfied and the duties and obligations of the Parties hereunder may be effectively, efficiently and promptly discharged.

43 Eligibility Status
The Contractor shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

44 Amendments

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

45 Prohibition of Discriminatory Boycotts of Israel
In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Agreement, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor or any Subcontractor engages in a boycott of Israel during the term of this Agreement.

46 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries
In accordance with La R.S. 39:1602.2, the following applies to any contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by entering into this Agreement, the Contractor certifies the following:

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

The State reserves the right to terminate this Agreement with the Contractor if this certification is subsequently determined to be false, or if the certification is no longer true.

47 Anti-Kickback Clause
The Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

48 Clean Air Act
The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

49 Energy Policy and Conservation Act
The Contractor recognizes the mandatory standards and policies relating to energy efficiency with are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

50 Clean Water Act
The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

51 Anti-Lobbying and Debarment Act
The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

52 Contractor's Certification of No Federal Suspension or Debarment

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The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Agreement and debarment from future agreements.

53 Contractor's Cooperation/Close-Out
The Contractor has a duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

54 Secretary of State Registration Requirement
In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

55 Severability
To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the applicable law, but if any term, provision, or condition of this contract, or the application thereof is prohibited or held invalid under such law, such prohibition or invalidity shall not affect other terms, provisions, conditions or applications or any remaining provisions of this contract, which can be given effect without the prohibitions or invalidity and to this end, the terms and conditions of the Agreement are declared severable.

56 Complete Agreement
This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are not other Agreements or understandings changing or modifying the terms.

57 Agreement Approval
This Agreement is not effective until executed by all Parties and the Louisiana Board of Elementary and Secondary Education (BESE) reflected by the signature of the Board President and approved by action of the Joint Legislative Committee on the Budget (JLCB).

The Contractor shall not be authorized to begin work and no payments can be made pursuant to any such Agreement until executed by all Parties and a purchase order for services has been issued and sent to the Contractor.

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THUS DONE, SIGNED AND EXECUTED by the parties on the dates next to their respective signatures below.

Two Witnesses' Signatures (required)

Signed by:
Jon Freed, CFO
7A864E8FA1F8474...

Signed by:
Michael Platek
ECF832F5700548B...

Contractor's Signature

Signed by:
By: Joe Connor 10/28/2024
C3B69A27F4644C4...
Date

Printed Name: Joe Connor

Title: CEO

Telephone: (208)768-8132

State Agency Signatures

DocuSigned by:
Beth Scioneaux 10/25/2024
Assistant/Deputy Superintendent Date

DocuSigned by:
Cade Brumley 10/25/2024
662C8EFAEBD74C3...
State Superintendent of Education Date

(Contracts exceeding $50,000 require the following additional signatures)

Signed by:
10/26/2024
FB43EC3FEE5C442...
President, State Board of Elementary and Secondary Education Date

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Attachment 1

Scope of Work

Communications and Marketing

A. Contractor shall develop and implement marketing plan to align with program timelines specified by the Department to include the following deliverables:
   a. Create and implement communication plan with customized communications and delivery methods to:
      1) Parents of incoming kindergarten students, parents of private school students that meet income or Special Education criteria, and parents of students in grades kindergarten – 12,
      2) nonpublic schools, and
      3) service providers.
   b. Design communication tools for nonpublic schools to provide to parents in advance of program application release date.
   c. Translate communications to languages other than English based on needs expressed by the Department.
   d. Design and implement communications to parents regarding the program no later than eight weeks prior to the application release date or sooner as determined by the Department.
   e. Design communication tools for economically disadvantaged and underserved populations.
   f. Design and implement communications to nonpublic schools regarding participation in the program according to a timeframe determined by the Department.
   g. Design and implement communications to service providers according to a timeframe determined by the Department.
   h. Utilize communication delivery methods to parents, nonpublic schools and service providers occurring through, but not limited to, television, newspaper, Department website and Department social media accounts.
   i. Design and implement a plan to notify parents once an application has been approved and funded or when an applicant is deemed eligible but moved to a waiting list due to absence of funding.
   j. Design and implement a customer satisfaction survey to account holders.

Applications

A. Implement an online platform to manage parent application submissions, eligibility determination, and approval no later than March 1, 2025 to include the following deliverables:
   a. Design and implement platform with easy to access account application via mobile phone or computer
   b. Design and implement a platform to determine student eligibility per program policies, rules and statutes.
      i. Design interface with existing State data systems, to the extent feasible, for verification of information in order to maximize efficiencies and streamline the application approval process.
      ii. Design and implement system capability of uploading all documents necessary to complete an application.
      iii. Design and implement a system to provide application status.
   c. Include attestations in application as required per program policies, rules or statutes.

B. Implement an online platform to manage nonpublic school application submission, eligibility determination, and approval to include:
   a. Design and implement nonpublic school eligibility criteria within application approval as required by policies, rules or statutes into application approval process.
      i. Design interface and data sharing, to the extent feasible, in order to maximize efficiencies and streamline the application approval process.
      ii. Design and implement system capability of uploading all documents necessary to complete

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an application.

iii. Design and implement a system to provide application status.

C. Implement an online platform to manage service provider application submission process and approval of services or products to include:
   a. Include attestations in application as required per program policies, rules or statutes.
   b. Design and implement system capability of uploading all documents necessary to complete an application.
   c. Design and implement a system to provide application status.
   d. Design and implement a system to verify services and products are allowable and comply with policies, rules and statutes.
   e. Design and implement a system to identify service providers whose revenue in any fiscal year exceeds $100,000 and processes to verify compliance with policies, rules and statutes.

Marketplace

A. Design and implement an electronic platform to deploy a comprehensive marketplace, including the following deliverables:
   a. Design and implement a system component to verify purchases are allowable and absent of error or fraudulent actions.
   b. Design and implement system components that make available for purchase services and products allowable under program policies, rules and statutes.

Customer Service

A. Design and implement a customer service system and process for providing support to parents, nonpublic schools, and service providers for the purposes of minimizing waiting periods when requesting information and providing a response within 48 hours to include the following deliverables:
   a. Design and implement a customer service system for phone call inquiries.
   b. Design and implement a customer service system for chat feature inquiries.
   c. Design and implement a customer service system for email inquiries.

Training and Technical Assistance

A. Design and implement a training program and technical assistance containing written guidance and videos for each system user group including the following deliverables:
   a. Parents
      i. Information for the Department's website that gives comprehensive information necessary for a parent to determine preliminary eligibility.
      ii. System application location that includes references to policies, rules, statutes and guidance.
   b. Nonpublic Schools
   c. Service providers
   d. LDOE administrators

Financial Management

A. Implement an electronic system to manage the receipt, payment, reconciliation and tracking of program funds including the following deliverables:
   a. Design and implement a process for identifying enrolled students in order to support charges for system management of each approved account.
   b. Design and implement a process for receipt of ESA funds for each approved and funded account.
   c. Design and implement a process for allocation and tracking of ESA funds to each approved account.

B. Implement a system to collect program and financial data and provide reports, as required by the Department, for program monitoring and compliance with program policies, rules and statutes including the following deliverables:
   a. Identify and create reports to align with requirements set forth in R.S. 17:4037.11.
   b. Design data collection and reports as determined necessary for best business practices regarding

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monitoring by the Department including, but not limited to, daily, monthly and annual statistics.

c. Implement interactive dashboard system for delivery of statistics and reports.

Attachment 2

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain insurance for the duration of the contract against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

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

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

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

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

5. **Cyber Liability**
   Cyber Liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

   a. The Agency, its officers, agents, employees and volunteers shall be named as additional insureds pertaining to negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

   b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

   a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, the Contractor is required to notify the Agency of policy cancellations or reductions in limits.

   b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or the Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

   c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

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

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

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

2. The Certificate Holder Shall be listed as follows:

   State of Louisiana
   Agency Name, Its Officers, Agents, Employees and Volunteers
   Address, City, State, Zip
   Project or Contract #:

3. In addition to the Certificates, the Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain any required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. The 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 the 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.

2. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims,

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Approved by the Joint Legislative Committee on the Budget

DATE: 11/15/24

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.

ATTACHMENT 3

CONTRACTOR'S PROPOSAL

LOUISIANA DEPARTMENT OF EDUCATION

Contract Summary Form

Contractor Name:	Primary Class, Inc. DBA Odyssey

Contractor Address:	325 Hudson St., 4th Floor, New York, NY 10003

DURATION INFORMATION		
Dates of Service: 11/25/25 - 06/30/27	Contract Status: Amendment	If Amendment, number: 2
Contract Duration: 31	If Amendment, Previous Contract Dates: 11/25/25 - 06/30/26	

FUNDING INFORMATION		
Previous amount (if amendment): $2,844,917.00	Amount of new money (if amendment): $1,729,155.00	Contract Amount: $4,574,072.00
Funding Source (Federal, State, IAT, etc): State	Funding Type (IDEA, 8-G, Title I, etc): State General	
Use of Funds: These funds are used to administer the LA GATOR program.		

CONTRACT INFORMATION	
Assistant Superintendent Name: Germain Gilson	Telephone #: 225-614-0621
Office: 678 State Activites	Division: School Choice
Type of Agreement: Consulting Contract	Selection Process: Competitive

Contractor Name:	Primary Class, Inc. DBA Odyssey

Contractor Address:	325 Hudson St., 4th Floor, New York, NY 10003

Purpose/Description:

The contracted program manager will provide a user-friendly interface to prospective ESA families, participating ESA families, prospective education service providers, participating education service providers, and LDOE administrators.

Department Priority:

Educational choice for students and families.

Contractor Name:	Primary Class, Inc. DBA Odyssey

Contractor Address:	325 Hudson St., 4th Floor, New York, NY 10003

Impacted:
This amendment will ensure continued support for students and families across Louisiana.

Does the contract assist in complying with state and/or federal regulation or laws? Yes

Agenda Item No. 7

Review and approval of the dedication of the full state sales tax increment in a Tax Increment Financing proposal between the state of Louisiana and the Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District, in accordance with the provisions of R.S. 33:9038.34

LOUISIANA
ECONOMIC DEVELOPMENT

April 10, 2026

Representative Jack McFarland
Chairman, Joint Legislative Committee on the Budget
P.O. Box 44294
Baton Rouge, Louisiana. 70804

Re: Tax Increment Financing Request for the New Orleans Exhibition Hall Authority's Headquarters Hotel Subdistrict

Dear Chairman McFarland:

Louisiana Economic Development (LED) received a request from the Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District to dedicate to the district the incremental increases of the annual state sales taxes collected within the boundaries of the district. The increment consists of 4.0% of sales tax on sales other than sales of accomodations services and 1.0% of sales tax on sales, including accommodations services (the expected rate at hotel opening is 0.75%) collected within the geographic boundaries of the district. Of this amount, the 1.0% tax on sales, including services and accommodations will be allocated to the New Orleans Exhibition Hall Authority for permitted purposes under the agreement, and 4% of the sales tax on sales, excluding services will go to the Economic Development District Trust Fund.

This dedication is contingent upon the corresponding local dedication and, pursuant to statute, cannot exceed the local dedication. The New Orleans Exhibition Hall Authority proposes to construct a new hotel, and implement related infrastructure improvements in partnership with Omni Hotels & Resorts within the newly created subdistrict. They propose to finance the project using a combination of private investment and revenues derived from the incremental increase of a portion of local and State sales taxes collected within the district.

HVS Convention, Sports and Entertainment Facilities Consulting conducted a market study that includes an economic impact analysis (Appendix 2). The analysis indicates that the proposed development within the Headquarters Hotel Subdistrict is projected to generate an increase in State sales tax collections above current levels (page A2-12). As the first convention hotel built in New Orleans in 40 years, and in partnership with Omni Hotels & Resorts, this project represents a clear economic opportunity for the state. LED supports the dedication of the State sales tax increment, not to exceed the amount of local taxes dedicated and contingent upon the full dedication of the necessary local taxes by the subdistrict.

Please accept this letter as the written evaluation and determination of LED as required under LA R.S. 33:9038.34(A)(6). Thank you for your consideration in this matter. Should you have any questions, please do not hesitate to contact me or Chris Stelly, Director of Legislative Affairs.

Sincerely,

Susan Bonnett Bourgeois
Secretary Louisiana Economic Development

Attachments: Draft CEA; Subdistrict Resolution; HVS Market Study; HVS Market Impact Analysis; Hotel Renderings

State of Louisiana
Department of Revenue

JEFF LANDRY
GOVERNOR

JARROD J. CONIGLIO
SECRETARY

April 10, 2026

Secretary Susan Bonnett Bourgeois
Louisiana Economic Development
100 North Third Street
Baton Rouge, Louisiana 70802

Re: Tax Increment Financing Request for the New Orleans Exhibition Hall Authority's Headquarters Hotel Subdistrict

Dear Secretary Bourgeois:

I have reviewed your correspondence regarding the proposed dedication of incremental state sales tax revenues to the Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District (the "District") and New Orleans Exhibition Hall Authority ("NOEHA").

The collections resulting from 4.0%[1] of the sales taxes (excluding taxes for sales on accommodations) collected within the geographic boundaries of the district will be the Monthly Pledged State Increment that will be distributed to a trust fund established by the District. Meanwhile, the collections resulting from 1.0% of the sales taxes (including taxes for sales accommodations)[2][2] collected within the geographic boundaries of the district will be the Monthly Pledged State General Fund Increment allocated to the New Orleans Exhibition Hall Authority. The dedication is contingent upon a corresponding local dedication.

I concur with Louisiana Economic Development's assessment of the economic benefits to the State resulting from the anticipated economic activity within the District, as set forth in your letter dated April 10, 2026. This letter hereby certifies the accuracy of your Louisiana Economic Development's evaluation of the projected increase in State sales tax revenues, in accordance with La. Rev. Stat. 33:9038(A)(6).

Sincerely,

Jarrod J. Coniglio
Secretary

[1] The total state sales tax rate in the District is 5%.
[2] When the hotel opens, the rate is expected to decrease to 0.75%.

Final Draft 4.9.26

COOPERATIVE ENDEAVOR AGREEMENT

by and among

HEADQUARTERS HOTEL SUBDISTRICT OF THE NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT
(the "District")

and

TRT NEW ORLEANS QOZ SUB, LP
(the "Hotel Lessee")

and

THE STATE OF LOUISIANA,
through the Louisiana Department of Revenue
(the "LDR")

and

ERNEST N. MORIAL – NEW ORLEANS EXHIBITION HALL AUTHORITY
(the "NOEHA")

Dated as of March 25, 2026

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COOPERATIVE ENDEAVOR AGREEMENT

This COOPERATIVE ENDEAVOR AGREEMENT (the "*Agreement*"), dated as of March 25, 2026, but effective upon execution by all parties hereto, is made by and among the HEADQUARTERS HOTEL SUBDISTRICT OF THE NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT (the "*District*"), TRT NEW ORLEANS QOZ SUB, LP (the "*Hotel Lessee*"), and the STATE OF LOUISIANA (the "*State*"), acting by and through the Louisiana Department of Revenue ("*LDR*"), and the ERNEST N. MORIAL – NEW ORLEANS EXHIBITION HALL AUTHORITY (the "*NOEHA*").

WITNESSETH:

WHEREAS, the NOEHA is a political subdivision of the State created and existing under its authorizing legislation, La. R.S. 33:4710.11 *et. seq.*; and

WHEREAS, the District is a political subdivision of the State, created by the Board of Commissioners of the New Orleans Exhibition Hall Authority Economic Growth and Development District pursuant to a resolution adopted on March 25, 2026, in accordance with Subpart B-48 of Part IV of Chapter 1 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "*District Act*"), and

WHEREAS, pursuant to the District Act, the District is authorized to exercise any and all of the powers granted to an economic development district pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9038.31 to 9038.42, inclusive) (the "*Economic Development Act*"); and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974, as amended (the "*Constitution*"), provides that for a public purpose, the State may engage in cooperative endeavors with political subdivisions, private associations, corporations, or individuals; and

WHEREAS, pursuant to the Economic Development Act, a sales tax increment consists of that portion of sales tax revenues for any or all tax recipient entities collected each year on the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption of tangible personal property and on sales of services, all as defined in La. R.S. 47:301 *et seq.*, or any other appropriate provision of law, as amended, from taxpayers located within an economic development district, which exceeds the sales tax revenues that were collected for such taxing authority in the year immediately prior to the year in which such area was designated as an economic development district; and

WHEREAS, the District encompasses the land located in the City of New Orleans and the Parish of Orleans (the "*City/Parish*") within the boundaries set forth in Exhibit A hereto; and

WHEREAS, pursuant to the Economic Development Act, the District, the Hotel Lessee, and the NOEHA have requested that LDR enter into this Agreement on behalf of the State to authorize the use by the District of certain sales tax increments collected by LDR for the State within the boundaries of the District to finance a portion of the cost of the acquisition and construction of a new approximately 1,000-room full service convention center headquarters hotel within the District (the "*Project*"); and

WHEREAS, the construction of the Project is expected to result in significant economic benefits to the City, the District, the NOEHA, and the State, including the creation of construction jobs and other new non-construction jobs, increases to the tax base for *ad valorem* taxation, increases in sales and use tax collections, mitigation of the condition of unemployment or underemployment in the surrounding geographical area, the attraction of additional businesses, and increasing the competitiveness of the Ernest

N. Morial Convention Center – New Orleans (the "*Convention Center*") in the convention and meeting industry and allowing it to attract larger conferences and events typically drawn to locations with modern, upscale convention center headquarters hotels, as well as other ancillary financial and economic development benefits and further intangible benefits to the City/Parish, the District, the NOEHA, the surrounding areas, and the State (collectively, the "*Economic Benefits*"); and

WHEREAS, pursuant to this Agreement the State will irrevocably pledge and dedicate an amount of Annual Pledged State Increment (as hereinafter defined) to pay for or reimburse a portion of the costs of the Project and Annual Pledged State General Fund Increment (as hereinafter defined) for the NOEHA's purposes of acquiring, constructing, reconstructing, extending, improving, maintaining, and operating the Convention Center and other exhibition and tourist facilities within the City/Parish ("*Convention and Tourism Facilities Activities*"), such pledge and dedication to be contingent upon the full pledge and dedication of the incremental tax revenues by the NOEHA, the District, and certain other tax-recipient bodies; and

WHEREAS, the State's pledge and dedication of the Annual Pledged State Increment is essential to ensuring completion of the Project, and the State's pledge and dedication of the Annual Pledged State General Fund Increment is essential to ensuring continued improvement, maintenance, and operation of the Convention Center; and

WHEREAS, the Hotel Lessee, the NOEHA, the District, and certain other tax-recipient bodies have or will enter into agreements regarding the use of incremental tax revenues to support the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The following terms shall, for purposes of this Agreement, have the following meanings:

"*Act*" shall mean, collectively, Section 14(C) of Article VII of the Louisiana Constitution of 1974, as amended, the District Act, the Economic Development Act, and other constitutional and statutory authority.

"*Agreement*" shall mean this Cooperative Endeavor Agreement, dated as of March 25, 2026, and any amendments or modifications hereto.

"*Annual Pledged State General Fund Increment*" shall mean a sum equal to the Annual State General Fund Increment collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term.

"*Annual Pledged State Increment*" shall mean a sum equal to the Annual State Increment collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term.

"*Annual State Base*" shall mean, with respect to the Annual State Increment, Eight Thousand Five Hundred Eighty-Three and 00/100 Dollars ($8,583.00) and, with respect to the Annual State General Fund Increment, One Thousand Four Hundred Forty-Three and 00/100 Dollars ($1,443.00).

"*Annual State General Fund Increment*" shall mean the amount by which the General Fund Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term exceeds the Annual State Base of $1,443.00.

"*Annual State Increment*" shall mean the amount by which the Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Year during the Term exceeds the Annual State Base of $8,583.00.

"*Base Year*" shall mean the Fiscal Year for the State ending June 30, 2025.

"*Business Day*" shall mean a day which is not (a) a Saturday or Sunday, (b) a legal holiday, or (c) a day on which banking institutions are authorized by law to close in the State.

"*City/Parish*" shall mean the City of New Orleans and Parish of Orleans, State of Louisiana.

"*Commencement Date*" shall mean the first day of the first Month after which the Project is opened for occupancy by hotel guests.

"*Convention and Tourism Facilities Activities*" shall mean the NOEHA's acquiring, constructing, reconstructing, expanding, improving, maintaining, and operating the Convention Center and other exhibition and tourism facilities within the City/Parish.

"*Convention Center*" shall mean the Ernest N. Morial Convention Center – New Orleans.

"*Depository Bank*" shall mean the bank into which LDR deposits Sales and Use Tax and General Fund Sales and Use Tax receipts of the State.

"*District*" shall mean the Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District, with the boundaries set forth in Exhibit A hereto, as the same may be amended from time to time.

"*District Act*" shall mean Subpart B-48 of Part IV of Chapter 1 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

"*Economic Benefits*" shall mean the impact on the economy of the City/Parish, the District, the NOEHA, and the State as a result of the Project proposed pursuant to this Agreement and resulting from the ongoing fulfillment of the contract obligations hereunder, including the creation of construction jobs and other new non-construction jobs, increases to the tax base for *ad valorem* taxation, increases in sales and use tax collections, mitigates the condition of unemployment or underemployment in the surrounding geographical area, increases the attraction of additional businesses, and increases the competitiveness of the Convention Center in the convention and meeting industry and allows it to attract larger conferences and events typically drawn to locations with modern, upscale convention center headquarters hotels, as well as other ancillary financial and economic development benefits and further intangible benefits to the City/Parish, the District, the NOEHA, the surrounding areas, and the State.

"*Economic Development Act*" shall mean Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

"*Fiscal Year*" shall mean the twelve-month period beginning on July 1 and ending June 30 of each year.

"*General Fund Sales and Use Tax*" shall mean the net sales and use tax collected by LDR within the District as a result of the sales and use taxes levied under R.S. 47:321.1 (currently 1% and expected to be 0.75% on the Commencement Date under current law).

General Fund Sales and Use Tax shall not mean or include any sales tax which is dedicated for other purposes pursuant to applicable law (including but not limited to, amounts dedicated to the Louisiana

Tourism Promotion District pursuant to R.S. 51:1286); rebates issued under contract through the Enterprise Zone Program administered by the Louisiana Department of Economic Development (LED); or any additional sales and use tax collected as discussed in R.S. 47:321.1(H).

Also, General Fund Sales and Use Tax shall not mean or include any sales and/or use tax(es) levied under R.S. 47:302 at a rate of 2%, R.S. 47:321 at a rate of 1%, R.S. 47:331 at a rate of 1%, or any additional sales and use tax collected.

Nothing in this Agreement shall require the Louisiana Legislature to maintain the General Fund Sales and Use Tax at the rates currently in effect or prohibit it from amending or repealing any provision of law applicable to the General Fund Sales and Use Tax. If the sales and use tax rates set forth herein decrease from the current rates reflected herein, this definition shall automatically adjust to reflect the lower rates. If the rates increase, the rates set forth herein shall remain unchanged.

"*JLCB*" shall mean the Joint Legislative Committee on the Budget.

"*LDR*" shall mean the Louisiana Department of Revenue, the state sales and use tax collection agent of the State.

"*Month*" shall mean a calendar month.

"*Monthly Pledged State General Fund Increment*" shall mean a sum equal to the Monthly State General Fund Increment collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term.

"*Monthly Pledged State Increment*" shall mean a sum equal to the Monthly State Increment collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term.

"*Monthly State Base*" shall mean one-twelfth of the Annual State Base.

"*Monthly State Collection*" shall mean the total Sales and Use Tax collected by LDR within the geographic area comprising the District attributable to any Month during the Term.

"*Monthly State General Fund Collection*" shall mean the total General Fund Sales and Use Tax collected by LDR within the geographic area comprising the District attributable to any Month during the Term.

"*Monthly State General Fund Increment*" shall mean the amount by which the General Fund Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term exceeds the Monthly State Base of $120.25.

"*Monthly State Increment*" shall mean the amount by which the Sales and Use Tax levied by the State and collected from taxpayers within the geographic area comprising the District attributable to any Month during the Term exceeds the Monthly State Base of $715.25.

"*Project*" shall mean the acquisition and construction of a new approximately 1,000-room full-service convention center headquarters hotel within the District.

"*State*" shall mean, for the purposes of this Agreement, the State of Louisiana, acting through LDR, unless specified otherwise.

"*Sales and Use Tax*" shall mean the net sales and use tax collected by LDR within the District (excluding sales of services as defined in R.S. 47:301 and R.S. 47:301.3(1)) as a result of the sales and use taxes levied under R.S. 47:302 (currently 2%), R.S. 47:321 (currently 1%), and R.S. 47:331 (currently 1%).

Sales and Use Tax shall not mean or include any sales tax which is dedicated for other purposes pursuant to applicable law (including but not limited to, amounts dedicated to the Louisiana Tourism Promotion District pursuant to R.S. 51:1286 and sales tax on accommodations dedicated pursuant to R.S. 47:302.56, R.S. 47:322.38, R.S. 47:322.49, R.S. 47:332.10, and R.S. 47:332.55); rebates issued under contract through the Enterprise Zone Program administered by the Louisiana Department of Economic Development (LED); or any additional sales and use tax collected as discussed in R.S. 47:321.1(H).

Nothing in this Agreement shall require the Louisiana Legislature to maintain the Sales and Use Tax at the rates currently in effect or prohibit it from amending or repealing any provision of law applicable to the Sales and Use Tax. If the sales and use tax rates set forth herein decrease from the current rates reflected herein, this definition shall automatically adjust to reflect the lower rates. If the rates increase, the rates set forth herein shall remain unchanged.

"*Term*" shall mean the term of this Agreement as set forth in Article 5 hereto.

"*Treasurer's Office*" shall mean the Louisiana Department of the Treasury.

"*Trust Fund*" shall mean that certain fund which shall be established by the District for the purposes of receipt of the Monthly Pledged State Increment and paying costs in connection with economic development projects as defined in La. R.S. 33:9038.34(M) and La. R.S. 33:9038.36.

"*Year*" shall mean any consecutive twelve (12) month period.

Section 1.2 Use of Defined Terms. Terms defined in this Agreement shall have their defined meanings when used herein and in any document, certificate, report or agreement furnished from time to time in connection with this Agreement unless the context otherwise requires.

Section 1.3 Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) All references herein to particular articles or sections are references to articles or sections of this Agreement.

(c) The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.

(d) The terms "hereby," "hereof," "hereto," "herein," "hereinbelow," "hereunder," or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term "hereafter" means after and the term "heretofore" means before the date of execution of this Agreement

ARTICLE 2
STATE'S REPRESENTATIONS AND OBLIGATIONS

Section 2.1 Authority of State. The State, through LDR, is granted the authority, pursuant to the Act, the approval of the JLCB and approval of the Louisiana State Bond Commission, and other

constitutional and statutory authority, to enter into this Agreement and hereby makes the following representations and undertakes the following obligations.

Section 2.2 Scope of Authorized Agreement. As provided by the Act, the State may enter into cooperative endeavor agreements with local government subdivisions that may provide for the use of Sales and Use Tax receipts of the State for economic development projects, such as the Project, and the use of General Fund Sales and Use Tax receipts of the State, upon approval of the JLCB, which approval was granted on April 16, 2026, and upon approval of the Louisiana State Bond Commission, which approval was granted on May 21, 2026.

Section 2.3 Collections. LDR hereby represents that current law and the current internal collection processes and systems of LDR are adequate for the purpose of collecting, classifying, reconciling, calculating and remitting the Annual Pledged State Increment and the Annual Pledged State General Fund Increment on a quarterly basis, provided that such systems may be changed by LDR as they pertain to their respective collection processes relative to this Agreement. LDR shall provide notice to the District and the NOEHA of such change in the manner set forth in Section 7.5. Not later than the twentieth (20th) day of the second Month of each calendar quarter, LDR shall provide the necessary information to the Treasurer's Office, and advise it of the requirement hereunder, to transfer (i) the aggregate Monthly Pledged State Increment for the prior quarter to the Trust Fund, using wiring instructions provided by the District, and (ii) the aggregate Monthly Pledged State General Fund Increment for the prior quarter to the NOEHA, using wiring instructions provided by the NOEHA.

Section 2.4 Ownership of Monthly Pledged State Increment and Monthly Pledged State General Fund Increment. The Monthly Pledged State Increment and the Monthly Pledged State General Fund Increment, by virtue of the Act and the approval of the JLCB, have been designated as money and/or funds that do not constitute State funds and require no appropriation by the Louisiana Legislature for the Depository Bank to forward such funds to the Trust Fund, on behalf of the District, or to the NOEHA, as applicable; and after compliance with R.S. 47:321.1(G), pending classification of funds as the Monthly Pledged State Increment or the Monthly Pledged State General Fund Increment, although collected by LDR, shall not constitute funds of the State treasury and shall be properly classified as the Monthly Pledged State Increment or Monthly Pledged State General Fund Increment and timely disbursed to the District and the NOEHA, respectively.

Section 2.5 Public Purpose. The Louisiana Economic Development ("LED") has represented, based upon third-party analysis of the Project, that there is a reasonable expectation that the Project will serve a public purpose and result in economic development within the State that will exceed the value of the obligations of the State, as described herein.

Section 2.6 No Litigation. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to its best knowledge, threatened, against the State, before any Louisiana court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the State or that might adversely affect the ability of the State to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

ARTICLE 3
OTHER REPRESENTATIONS AND OBLIGATIONS

Section 3.1 Scope of Project; Use of Funds. The Project is within the scope of the Act and the District and the Hotel Lessee will use the Annual Pledged State Increment solely to pay for or reimburse a portion of the costs of the Project in order to induce economic development within the boundaries of the District. The NOEHA will use the Annual Pledged State General Fund Increment solely for Convention and Tourism Facilities Activities.

Section 3.2 Public Hearing. The formation of the District is valid and the approval and execution of this Agreement have been the subject of public meetings and hearings held on March 25, 2026, in accordance with the Act and applicable law.

Section 3.3 District's Authority. The District has all requisite power pursuant to the Act to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the District is a party or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of by-laws, as amended.

Section 3.4 NOEHA's Authority. The NOEHA has all requisite power pursuant to the Act to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the NOEHA a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the NOEHA is a party or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of by-laws, as amended.

Section 3.5 Hotel Lessee's Authority. The Hotel Lessee has all requisite power to enter into this Agreement and the authorization, execution and delivery hereof and compliance with the provisions hereof do not conflict with or constitute on the part of the Hotel Lessee a violation of, breach of, or default under: (i) any provision of any indenture, mortgage, deed of trust, loan agreement or other contract or instrument to which the Hotel Lessee is a party or by which it is bound; (ii) any order, injunction or decree of any court or governmental authority; or (iii) the provisions of its charter, as amended, or by-laws, as amended.

Section 3.6 Public Purpose. The District, the Hotel Lessee, and the NOEHA anticipate, based upon third-party analysis of the Project, that the Project will result in the creation of jobs, stimulate economic development, and increase the tax base for sales and use tax receipts and *ad valorem* taxation within the geographic area comprising the District, serving an integral public purpose.

Section 3.7 Validity of District Obligations. The District has taken or caused to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of its obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith. This Agreement constitutes a valid and legally binding obligation of the District.

Section 3.8 Validity of NOEHA Obligations. The NOEHA has taken or caused to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of its obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith. This Agreement constitutes a valid and legally binding obligation of the NOEHA.

Section 3.9 Validity of Hotel Lessee Obligations. The Hotel Lessee has taken or caused to be taken all necessary and proper action to authorize the execution, issuance, and delivery of and the performance of its obligations under this Agreement and any and all instruments and documents required to be executed or delivered pursuant hereto or in connection herewith. This Agreement constitutes a valid and legally binding obligation of the Hotel Lessee.

Section 3.10 No Litigation of the District. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to the best knowledge of the District, threatened, against the District, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the

financial condition or operations of the District or that might adversely affect the ability of the District to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 3.11 No Litigation of the NOEHA. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to the best knowledge of the NOEHA, threatened, against the NOEHA, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the NOEHA or that might adversely affect the ability of the NOEHA to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 3.12 No Litigation of the Hotel Lessee. Except as may be otherwise disclosed in writing to the parties to this Agreement, there is no action, suit, investigation or proceeding pending, or to the best knowledge of the Hotel Lessee, threatened, against the Hotel Lessee, before any court, arbitrator, or administrative or governmental body, or insurance underwriting agency that might result in a material adverse change in the financial condition or operations of the Hotel Lessee or that might adversely affect the ability of the Hotel Lessee to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 3.13 Use of Local Resources. In connection with the Project, the Hotel Lessee hereby agrees to use their commercially reasonable efforts to purchase materials and equipment from businesses and individuals located in the City/Parish or the State, and to employ residents of the City/Parish or the State, for construction jobs and permanent jobs.

ARTICLE 4
COLLECTION AND TRANSFER

Section 4.1 Department. LDR hereby agrees to act as agent of the District and the NOEHA, commencing on the Commencement Date, for the sole purpose of collecting the Monthly Pledged State Increment and the Monthly Pledged State General Fund Increment. The District shall provide LDR with the name, address and transfer information relative to the Trust Fund for deposit of the Monthly Pledged State Increment, and the NOEHA shall provide LDR with the name, address and transfer information for deposit of the Monthly Pledged State General Fund Increment. Such agency shall continue from the Commencement Date until the last day of the Term of this Agreement, or as otherwise provided by amendment or addendum to this Agreement. LDR hereby further agrees that it shall additionally take all reasonable and customary enforcement procedures necessary in connection with the collection of the Monthly Pledged State Increment and the Monthly Pledged State General Fund Increment. The District or the NOEHA shall notify LDR of the anticipated Commencement Date no later than thirty (30) days prior to such date.

Section 4.2 Transfer of Funds. After compliance with R.S. 47:321.1(G), as a means of facilitating the collection of the Monthly Pledged State Increment and the Monthly Pledged State General Fund Increment, LDR shall send data to the Treasurer's Office and assist it with the deposit of the Monthly Pledged State Increment and the Monthly Pledged State General Fund Increment on a quarterly basis with the Depository Bank. LDR shall also classify and reconcile Sales and Use Tax and General Fund Sales and Use Tax receipts from within the geographic area comprising the District as promptly as practicable, and shall inform the Treasurer's Office, the District, and the NOEHA, as soon as practicable, as to the amount of receipts on deposit with the Depository Bank that constitute the Monthly Pledged State Increment or the Monthly Pledged State Increment, as applicable. LDR shall also work with the Treasurer's Office regarding which receipts must be transferred by the Depository Bank to (i) the District for deposit to the Trust Fund, and (ii) the NOEHA, and the date for such transfers, which shall be no later than the twentieth (20th) day of

the second Month of each calendar quarter for transfer of the prior quarter's aggregate Monthly Pledged State Increment and Monthly Pledged State General Fund Increment. Each quarter LDR will inform the Treasurer's Office as to the requirement for the Depository Bank to transfer the prior quarter's aggregate (i) Monthly Pledged State Increment to the District and (ii) Monthly Pledged State General Fund Increment to the NOEHA.

Section 4.3 Calculations. (a) LDR, the District, the NOEHA, and the Hotel Lessee hereby agree that the Monthly Pledged State Increment and the Monthly Pledged State General Fund Increment shall be calculated at least quarterly for each Month during the term of this Agreement. Such calculations shall be made by LDR and the calculation shall be provided to the District, the NOEHA, and the Hotel Lessee. A re-calculation of the Monthly Pledged State Increment or the Monthly Pledged State General Fund Increment for any Month or Months shall be made at any time upon reasonable notice upon the request of the District, the NOEHA, or the Hotel Lessee. Collections of Sales and Use Tax and General Fund Sales and Use Tax by LDR from within the geographic area comprising the District shall be attributed to the Month for which such collections are actually made and included in the corresponding Monthly Pledged State Increment or Monthly Pledged State General Fund Increment, as applicable, regardless of when such Sales and Use Taxes or General Fund Sales and Use Taxes are deemed due and owing; provided that collections of Sales and Use Taxes and General Fund Sales and Use Taxes paid under protest shall be set aside in accordance with LDR's normal procedures and shall not be included in the Monthly Pledged State Increment or the Monthly Pledged State General Fund Increment unless and until a final judicial determination is made by a court of competent jurisdiction that such Sales and Use Taxes or General Fund Sales and Use Taxes have been legally collected.

(b) If it is determined that for any period of time fewer monies have been transferred to the District or the NOEHA than were due, or more funds have been transferred than were due, for whatever reason, LDR shall direct an adjustment in the Monthly Pledged State Increment paid to the District or the Monthly Pledged State General Fund Increment paid to the NOEHA in order that the shortfall or overcollection for any prior period is eliminated as soon as practicable and in any event no more than ninety (90) days subsequent to the recalculation giving rise to the need for the adjustment provided that LDR shall not be obligated to use any funds for adjustments other than from Sales and Use Tax or General Fund Sales and Use Tax, as applicable, collected from within the District.

Section 4.4 Effective Date of Monthly Pledged State Increment. The Monthly Pledged State Increment and the Monthly Pledged State General Fund Increment shall be pledged effective on the Commencement Date. LDR shall provide information to the Treasurer's Office and the Depository Bank, and shall advise it of the requirement hereunder, to pay (i) all Monthly Pledged State Increment collected on and after the Commencement Date to the District for deposit to the Trust Fund as provided herein and (ii) all Monthly Pledged State General Fund Increment collected on and after the Commencement Date to the NOEHA for deposit as provided herein.

Section 4.5 Collection Process. To the extent it is not in conflict with the provisions of this Agreement, LDR will continue the collection processes currently utilized and agrees to audit, assess or take other action necessary to assure the enforcement and collection of Sales and Use Tax and General Fund Sales and Use Tax in the geographic area comprising the District in the same manner as Sales and Use Taxes and General Fund Sales and Use Taxes are currently being collected or authorized to be collected as of the Commencement Date.

Section 4.6 LDR Collection Fees. LDR is hereby authorized and directed to withhold from the Sales and Use Tax and General Fund Sales and Use Tax collected by LDR each Month within the geographical boundaries of the District, as compensation for the performance of LDR's obligations hereunder, an amount equal to one percent (1%) of such Sales and Use Tax and General Fund Sales and Use Tax collected, not to exceed in the aggregate of ten thousand dollars ($10,000) within any Fiscal Year (the "*LDR Collection Fee*"). At such point in the Fiscal Year that the LDR Collection Fee reaches an

aggregate total of ten thousand dollars ($10,000) collected for previous Months, LDR shall not withhold any further LDR Collection Fee for that Fiscal Year.

Section 4.7 Rescission or Amendment. In no event shall any rescission or amendment to this Agreement be effective without the prior execution and delivery thereof by all parties hereto.

Section 4.8 Accounting. Not later than March 1 of each Year LDR shall provide a written accounting to (i) the District of all Annual Pledged State Increment collected on behalf of the State and the District in the previous Year and (ii) the NOEHA of all Annual Pledged State General Fund Increment collected on behalf of the State and the NOEHA in the previous Year. In addition, LDR shall provide current collection information to the District and the NOEHA upon request thereby. It is not the intention of this Agreement to violate La. R.S. 47:1508 or R.S. 47:1508.1, and the parties hereto shall comply with such provisions.

Section 4.9 District Indemnification. The District agrees to indemnify and hold LDR and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable attorneys' fees) whatsoever incurred by the LDR arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR. LDR shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by LDR in connection with such defense, including reasonable attorneys' fees, shall by paid by the District to LDR except to the extent such claim, loss, liability, or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR.

Section 4.10 NOEHA Indemnification. The NOEHA agrees to indemnify and hold LDR and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable attorneys' fees) whatsoever incurred by the LDR arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR. LDR shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by LDR in connection with such defense, including reasonable attorneys' fees, shall by paid by the NOEHA to LDR except to the extent such claim, loss, liability, or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR.

Section 4.11 Hotel Lessee Indemnification. The Hotel Lessee agrees to indemnify and hold LDR and its members, officers, employees and agents harmless against any claim, loss, liability, damage or expense (including reasonable attorneys' fees) whatsoever incurred by the LDR arising from or in connection with any claim relating to the performance of its obligations hereunder except to the extent such claim, loss, liability or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR. LDR shall be entitled to appear in any action or proceeding to defend itself against such claims, and all costs reasonably incurred by LDR in connection with such defense, including reasonable attorneys' fees, shall by paid by the Hotel Lessee to LDR except to the extent such claim, loss, liability, or expense is finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of LDR.

ARTICLE 5
TERM AND CONTINGENCY

Section 5.1 Term of this Agreement. This Agreement shall be effective upon execution by all parties hereto and shall terminate no later than forty-five (45) years following the Commencement Date.

Section 5.2 Contingency. Notwithstanding Section 5.1, this Agreement shall not become effective unless and until the applicable local taxing authorities have irrevocably pledged and dedicated their incremental sales and use tax and hotel occupancy tax revenues for the period of time outlined in Section 5.1 of this Agreement and to the purposes contemplated herein in an aggregate amount which exceeds the aggregate of the Sales and Use Tax and the General Fund Sales and Use Tax.

ARTICLE 6
DEFAULT

Section 6.1 Events of Default. The following occurrences or acts shall constitute "Events of Default" under this Agreement if not cured within the applicable cure period:

(a) Any party hereunder shall fail to make payment when due of any sum payable by it hereunder; or

(b) Any party hereunder shall fail to observe or perform any other obligation required hereunder; and if such event shall continue for ninety (90) days after the non-defaulting party shall have given the defaulting party notice specifying such failure and demanding that the same be cured. If, by reason of the nature thereof, such failure cannot with due diligence be wholly cured within such ninety (90) day period, such cure period may be extended for such period as may be necessary to complete the curing of the same with the agreement of the other party.

Section 6.2 Remedies. Upon a default under Section 6.1 above, each party may proceed to protect and enforce its rights by suits in equity or at law, whether for the specific performance of any obligation, covenant or agreement contained in this Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as it shall deem most effectual to protect and enforce the obligations of the other hereunder, except for consequential damages, including, but not limited to, loss of sales, income or profit, which shall not be recoverable by a party from the others.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Accuracy of Base Collections. LDR hereby covenants and represents that Sales and Use Taxes in the amount of Eight Thousand Five Hundred Eighty-Three and 00/100 Dollars ($8,583.00) and General Fund Sales and Use Taxes in the amount of One Thousand Four Hundred Forty-Three and/100 Dollars ($1,443.00) were collected in the geographic area comprising the District in the Base Year.

Section 7.2 Audit. The Legislative Auditor of the State may audit any and all books and records of the District, the NOEHA, and the Hotel Lessee related to this Agreement and the District, the NOEHA, and the Hotel Lessee shall make such books and records available for such purpose upon reasonable notice during reasonable business hours.

Section 7.3 Entire Agreement. This Agreement and the appendices hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

Section 7.4 Reporting. The District and the NOEHA shall submit annual progress reports on the Project and the Convention and Tourism Facilities Activities and their public benefit commitments contained in Section 3.6 herein to LDR, LED, JLCB, and State Bond Commission, not later than September

30th of each year beginning on the first such September 30th following the Commencement Date and continuing throughout the Term of this Agreement and until all Sales and Use Tax proceeds have been expended.

Section 7.5 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO THE NOEHA:

Ernest N. Morial – New Orleans Exhibition Hall Authority
900 Convention Center Boulevard
New Orleans, Louisiana 70130
Attention: Executive Vice President

With a copy to:

Ernest N. Morial – New Orleans Exhibition Hall Authority
900 Convention Center Boulevard
New Orleans, Louisiana 70130
Attention: General Counsel

TO THE DISTRICT:

Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District
900 Convention Center Boulevard
New Orleans, Louisiana 70130
Attention: President

With a copy to:

Ernest N. Morial – New Orleans Exhibition Hall Authority
900 Convention Center Boulevard
New Orleans, Louisiana 70130
Attention: General Counsel

TO THE HOTEL LESSEE:

TRT New Orleans QOZ Sub, LP
4001 Maple Ave., Suite 600
Dallas, Texas 75219
Attention: Michael G. Smith

With a copy to:

TRT New Orleans QOZ Sub, LP
4001 Maple Ave., Suite 600
Dallas, Texas 75219
Attention: Legal Department

TO LDR:

Department of Revenue
P.O. Box 44098
Baton Rouge, Louisiana 70804
Attention: Director, Policy Services Division

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by email or other similar form of electronic transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth above, or as to each party at such other address or numbers as shall be designated by such party in a written notice to the other party.

Section 7.6 Further Assurances. From time-to-time hereafter, the parties hereto shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 7.7 Amendments, Supplements, and Modifications. This Agreement may not be amended, supplemented, or modified, except in writing and executed by the parties hereto.

Section 7.8 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement shall be brought in the Nineteenth Judicial District Court, East Baton Rouge Parish, State of Louisiana.

Section 7.9 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or a portion of any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 7.10 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, commissioner, official, trustee, officer, agent or employee of the District, the NOEHA, or LDR in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 7.11 Rights and Remedies. All rights and remedies of the parties under this Agreement shall be exclusive and limited to those remedies set forth in Article 6 hereof. In the event of a dispute hereunder, the party hereto who shall prevail in such dispute resolution shall be entitled to restitution for all reasonable fees and expenses, including legal fees, incurred in such dispute resolution from the other adversarial party or parties.

Section 7.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 7.13 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 7.14 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

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Thus done and signed this ____ day of _____, 2026.

HEADQUARTERS HOTEL SUBDISTRICT OF THE NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT

By: _____
Lesli Harris
President, Board of Commissioners

TRT NEW ORLEANS QOZ SUB, LP

By: _____
Name: _____
Title: _____

LOUISIANA DEPARTMENT OF REVENUE

By: _____
Jarrod J. Coniglio
Secretary, Louisiana Department of Revenue
State of Louisiana

ERNEST N. MORIAL – NEW ORLEANS EXHIBITION HALL AUTHORITY

By: _____
James B. Cook
Executive Vice President

Thus done and signed this ____ day of _____, 2026.

HEADQUARTERS HOTEL SUBDISTRICT OF THE NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT

By: _____
Lesli Harris
President, Board of Commissioners

TRT NEW ORLEANS QOZ SUB, LP,
a Delaware limited partnership

By: TRT QOZ Investors, LLC, its general partner

By: _____
Paul A. Jorge
Vice President

LOUISIANA DEPARTMENT OF REVENUE

By: _____
Jarrod J. Coniglio
Secretary, Louisiana Department of Revenue
State of Louisiana

ERNEST N. MORIAL – NEW ORLEANS EXHIBITION HALL AUTHORITY

By: _____
James B. Cook
Executive Vice President

EXHIBIT A

BOUNDARY DESCRIPTION OF THE DISTRICT

THAT CERTAIN PARCEL OF GROUND, situated in the First Municipal District of the City of New Orleans designated as Lot H, Square 25-A consisting of former Squares 12-A, 24-A, 25, a portion of former John Churchill Chase Street and a 2.38 foot strip of Square 26 and is bounded by Convention Center Boulevard, Lot P of Square 26-A, South Peters Street and Andrew Higgins Drive all as shown on a Plan of Resubdivision by the office of Gandolfo Kuhn, LLC dated November 7, 2025, drawing number T-191-4, and is more particularly described as follows:

Begin at the intersection of the easterly line of South Peters Street and the southerly line of Andrew Higgins Drive, thence along said line of Andew Higgins Drive S76°11'22"E a distance of 321.74 feet to the westerly line of Convention Center Boulevard, thence along said line S2°20'16"E a distance of 145.71 feet to a point, thence S00°44'38"E a distance of 94.88 feet to a point, thence S8°23'45"E a distance of 2.38 feet to the division line of Lots P and H, thence S81°38'15"W a distance of 307.14 feet to the easterly line of South Peters Street, thence along said line N08°23'45"W a distance 43.79 feet to a point, thence N1°43'45"W a distance of 321.11 feet to the point of beginning, containing 94,325 square feet.

EXHIBIT B

DISTRICT BASE YEAR TAX COLLECTIONS

Headquarters Hotel Subdistrict of the NOEHA District TIF State Base FYE June 30, 2025 Sales and Use Tax (4%)	
State Annual Base (Reported Gross Tax Due less V.C.)	$8,583
Monthly State Base (Annual State Base divided by 12)	$715.25

Headquarters Hotel Subdistrict of the NOEHA District TIF State Base FYE June 30, 2025 General Fund Sales and Use Tax (1%)	
State Annual Base (Reported Gross Tax Due less V.C.)	$1,443
Monthly State Base (Annual State Base divided by 12)	$120.25

EXHIBIT C

RESOLUTION CREATING THE DISTRICT

Resolution 2026.3

NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT

RESOLUTION NO. 2026.3

A RESOLUTION CREATING THE HEADQUARTERS HOTEL SUBDISTRICT OF THE NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the New Orleans Exhibition Hall Authority Economic Growth and Development District (the "District") is a body politic and corporate created pursuant to Subpart B-48 of Part IV of Chapter 1 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), for the purpose of (i) providing for cooperative economic and community development among the District, the City of New Orleans, the State of Louisiana (the "State"), and the owners of property in the District, (ii) enhancing the development of and improvement to the property within the area of the District, and (iii) promoting economic growth, safety, and development; and

WHEREAS, the Act authorizes this Board of Commissioners (the "Board"), acting as the governing authority of the District, to create subdistricts by designating one or more proposed areas within the boundaries of the District as a subdistrict thereof, each such subdistrict to constitute a political subdivision of the State with the same powers granted to the District; and

WHEREAS, this Board desires to avail itself of the Act to create a subdistrict within the District to be known as the "Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District" (the "Headquarters Hotel Subdistrict"); and

WHEREAS, in accordance with the Act, the District has given notice of its intention that it would hold a public hearing relative to the proposed creation of the Headquarters Hotel Subdistrict, which notice is attached hereto as **Exhibit A**;

NOW, THEREFORE, BE IT RESOLVED, at the March 25, 2026, regular meeting of the Board of Commissioners of the New Orleans Exhibition Hall Authority Economic Growth and Development District, Commissioner Wright moved, and Commissioner Reyes seconded, that:

SECTION 1. The foregoing "Whereas" clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. In accordance with the Act, there has been published two times in the official journal of the District (the "Official Journal") a notice in the form attached as **Exhibit A**, informing the public of the date of consideration of this Resolution.

SECTION 3. Pursuant to the Act, there is hereby created a subdistrict within the District, to be known as the "Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District" (the "Headquarters Hotel Subdistrict"), having the geographical boundaries set forth in **Exhibit B** attached hereto. As provided by the Act, the

Headquarters Hotel Subdistrict shall be a political subdivision of the State and shall possess such powers and authority and have such duties as provided in the Act and other law, and the governing authority of the Headquarters Hotel Subdistrict shall be the governing authority of the District.

SECTION 4. The President, Vice-President, and Secretary-Treasurer are hereby authorized and empowered to do all acts, sign any and all instruments or documents, and do all things necessary and proper in order to carry out the purposes of this Resolution. The signatures on such other instruments and documents are deemed to be conclusive evidence of their due exercise of the authority invested in them hereunder.

SECTION 5. If any provision of this Resolution shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Resolution which validates or makes legal any provision of this Resolution which would not otherwise be valid or legal, shall be deemed to apply to this Resolution.

SECTION 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This Resolution shall become effective immediately.

The foregoing resolution having been submitted to a vote, the vote resulted as follows:

Member	Yea	Nay	Absent	Abstaining
Russell Allen	X			
Geraldine Broussard	X			
James Capella	X			
Stephen Caputo			X	
Edgar Chase, IV	X			
Elizabeth Ellison-Frost	X			
Lesli Harris	X			
Ralph Mahana	X			
Octavio Mantilla	X			
JP Morrell	X			
Jerry Reyes	X			
Jack Rizzuto	X			
Desi Vega	X			
Camille Whitworth			X	
Eric Wright	X			

And this Resolution was declared adopted on this 25th day of March, 2026.

03/25/26
Date

/s/ Camille Whitworth
Camille Whitworth, Secretary-Treasurer

EXHIBIT A

NEW ORLEANS EXHIBITION HALL AUTHORITY
ECONOMIC GROWTH AND DEVELOPMENT DISTRICT

NOTICE OF INTENTION

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the New Orleans Exhibition Hall Authority Economic Growth and Development District (the "Board"), acting as the governing authority of the New Orleans Exhibition Hall Authority Economic Growth and Development District (the "District"), pursuant to the authority of Subpart B-48 of Part IV of Chapter 1 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, proposes to consider creating a subdistrict within the District to be known as the "Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District" (the "Headquarters Hotel Subdistrict").

NOTICE IS HEREBY FURTHER GIVEN that the Board proposes to levy a two percent (2%) sales tax and a two percent (2%) hotel occupancy tax (collectively, the "Taxes") within the Headquarters Hotel Subdistrict pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

NOTICE IS HEREBY FURTHER GIVEN that the Board will meet in open and public session on Wednesday, March 25, 2026, at 2:00 p.m., at its regular meeting place, the Board Room, 900 Convention Center Blvd., New Orleans, Louisiana 70130, and will at that time hear any and all objections to the proposed creation of the Headquarters Hotel Subdistrict and the levy of the Taxes therein.

EXHIBIT B

BOUNDARIES OF HEADQUARTERS HOTEL SUBDISTRICT

THAT CERTAIN PARCEL OF GROUND, situated in the First Municipal District of the City of New Orleans designated as Lot H, Square 25-A consisting of former Squares 12-A, 24-A, 25, a portion of former John Churchill Chase Street and a 2.38 foot strip of Square 26 and is bounded by Convention Center Boulevard, Lot P of Square 26-A, South Peters Street and Andrew Higgins Drive all as shown on a Plan of Resubdivision by the office of Gandolfo Kuhn, LLC dated November 7, 2025, drawing number T-191-4, and is more particularly described as follows:

Begin at the intersection of the easterly line of South Peters Street and the southerly line of Andrew Higgins Drive, thence along said line of Andew Higgins Drive S76°11'22"E a distance of 321.74 feet to the westerly line of Convention Center Boulevard, thence along said line S2°20'16"E a distance of 145.71 feet to a point, thence S00°44'38"E a distance of 94.88 feet to a point, thence S8°23'45"E a distance of 2.38 feet to the division line of Lots P and H, thence S81°38'15"W a distance of 307.14 feet to the easterly line of South Peters Street, thence along said line N08°23'45"W a distance 43.79 feet to a point, thence N1°43'45"W a distance of 321.11 feet to the point of beginning, containing 94,325 square feet.

STATE OF LOUISIANA

PARISH OF ORLEANS

I, the undersigned Secretary-Treasurer of the Board of Commissioners of the New Orleans Exhibition Hall Authority Economic Growth and Development District, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board of Commissioners on March 25, 2026, creating the Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this 25th day of March, 2026.

Secretary-Treasurer

NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT

RESOLUTION NO. 2026.3

A RESOLUTION CREATING THE HEADQUARTERS HOTEL SUBDISTRICT OF THE NEW ORLEANS EXHIBITION HALL AUTHORITY ECONOMIC GROWTH AND DEVELOPMENT DISTRICT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the New Orleans Exhibition Hall Authority Economic Growth and Development District (the "District") is a body politic and corporate created pursuant to Subpart B-48 of Part IV of Chapter 1 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (the "Act"), for the purpose of (i) providing for cooperative economic and community development among the District, the City of New Orleans, the State of Louisiana (the "State"), and the owners of property in the District, (ii) enhancing the development of and improvement to the property within the area of the District, and (iii) promoting economic growth, safety, and development; and

WHEREAS, the Act authorizes this Board of Commissioners (the "Board"), acting as the governing authority of the District, to create subdistricts by designating one or more proposed areas within the boundaries of the District as a subdistrict thereof, each such subdistrict to constitute a political subdivision of the State with the same powers granted to the District; and

WHEREAS, this Board desires to avail itself of the Act to create a subdistrict within the District to be known as the "Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District" (the "Headquarters Hotel Subdistrict"); and

WHEREAS, in accordance with the Act, the District has given notice of its intention that it would hold a public hearing relative to the proposed creation of the Headquarters Hotel Subdistrict, which notice is attached hereto as **Exhibit A**;

NOW, THEREFORE, BE IT RESOLVED, at the March 25, 2026, regular meeting of the Board of Commissioners of the New Orleans Exhibition Hall Authority Economic Growth and Development District, Commissioner Wright moved, and Commissioner Reyes seconded, that:

SECTION 1. The foregoing "Whereas" clauses are hereby adopted as set forth in the preamble to this Resolution.

SECTION 2. In accordance with the Act, there has been published two times in the official journal of the District (the "Official Journal") a notice in the form attached as **Exhibit A**, informing the public of the date of consideration of this Resolution.

SECTION 3. Pursuant to the Act, there is hereby created a subdistrict within the District, to be known as the "Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District" (the "Headquarters Hotel Subdistrict"), having the geographical boundaries set forth in **Exhibit B** attached hereto. As provided by the Act, the

Headquarters Hotel Subdistrict shall be a political subdivision of the State and shall possess such powers and authority and have such duties as provided in the Act and other law, and the governing authority of the Headquarters Hotel Subdistrict shall be the governing authority of the District.

SECTION 4. The President, Vice-President, and Secretary-Treasurer are hereby authorized and empowered to do all acts, sign any and all instruments or documents, and do all things necessary and proper in order to carry out the purposes of this Resolution. The signatures on such other instruments and documents are deemed to be conclusive evidence of their due exercise of the authority invested in them hereunder.

SECTION 5. If any provision of this Resolution shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Resolution which validates or makes legal any provision of this Resolution which would not otherwise be valid or legal, shall be deemed to apply to this Resolution.

SECTION 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This Resolution shall become effective immediately.

The foregoing resolution having been submitted to a vote; the vote resulted as follows:

Member	Yea	Nay	Absent	Abstaining
Russell Allen	X			
Geraldine Broussard	X			
James Capella	X			
Stephen Caputo			X	
Edgar Chase, IV	X			
Elizabeth Ellison-Frost	X			
Lesli Harris	X			
Ralph Mahana	X			
Octavio Mantilla	X			
JP Morrell	X			
Jack Rizzuto	X			
Desi Vega	X			
Camille Whitworth			X	
Eric Wright	X			

And this Resolution was declared adopted on this 25th day of March, 2026.

03/25/26
Date

/s/ Camille Whitworth
Camille Whitworth, Secretary-Treasurer

EXHIBIT A

NEW ORLEANS EXHIBITION HALL AUTHORITY
ECONOMIC GROWTH AND DEVELOPMENT DISTRICT

NOTICE OF INTENTION

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the New Orleans Exhibition Hall Authority Economic Growth and Development District (the "Board"), acting as the governing authority of the New Orleans Exhibition Hall Authority Economic Growth and Development District (the "District"), pursuant to the authority of Subpart B-48 of Part IV of Chapter 1 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, proposes to consider creating a subdistrict within the District to be known as the "Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District" (the "Headquarters Hotel Subdistrict").

NOTICE IS HEREBY FURTHER GIVEN that the Board proposes to levy a two percent (2%) sales tax and a two percent (2%) hotel occupancy tax (collectively, the "Taxes") within the Headquarters Hotel Subdistrict pursuant to the provisions of Part II of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

NOTICE IS HEREBY FURTHER GIVEN that the Board will meet in open and public session on Wednesday, March 25, 2026, at 2:00 p.m., at its regular meeting place, the Board Room, 900 Convention Center Blvd., New Orleans, Louisiana 70130, and will at that time hear any and all objections to the proposed creation of the Headquarters Hotel Subdistrict and the levy of the Taxes therein.

EXHIBIT B

BOUNDARIES OF HEADQUARTERS HOTEL SUBDISTRICT

THAT CERTAIN PARCEL OF GROUND, situated in the First Municipal District of the City of New Orleans designated as Lot H, Square 25-A consisting of former Squares 12-A, 24-A, 25, a portion of former John Churchill Chase Street and a 2.38 foot strip of Square 26 and is bounded by Convention Center Boulevard, Lot P of Square 26-A, South Peters Street and Andrew Higgins Drive all as shown on a Plan of Resubdivision by the office of Gandolfo Kuhn, LLC dated November 7, 2025, drawing number T-191-4, and is more particularly described as follows:

Begin at the intersection of the easterly line of South Peters Street and the southerly line of Andrew Higgins Drive, thence along said line of Andew Higgins Drive S76°11’22”E a distance of 321.74 feet to the westerly line of Convention Center Boulevard, thence along said line S2°20’16”E a distance of 145.71 feet to a point, thence S00°44'38"E a distance of 94.88 feet to a point, thence S8°23’45”E a distance of 2.38 feet to the division line of Lots P and H, thence S81°38’15”W a distance of 307.14 feet to the easterly line of South Peters Street, thence along said line N08°23'45"W a distance 43.79 feet to a point, thence N1°43’45”W a distance of 321.11 feet to the point of beginning, containing 94,325 square feet.

STATE OF LOUISIANA

PARISH OF ORLEANS

I, the undersigned Secretary-Treasurer of the Board of Commissioners of the New Orleans Exhibition Hall Authority Economic Growth and Development District, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board of Commissioners on March 25, 2026, creating the Headquarters Hotel Subdistrict of the New Orleans Exhibition Hall Authority Economic Growth and Development District; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this 25th day of March, 2026.

Secretary-Treasurer

MARKET STUDY FEBRUARY 10, 2025

Proposed Hotel

NEW ORLEANS, LA



SUBMITTED TO:

Ms. Alita Caparotta
New Orleans Ernest N. Morial Convention Center
900 Convention Center Boulevard
New Orleans, Louisiana 70130
+1 (504) 582-3001
acaparotta@mccno.com

PREPARED BY:

HVS Convention, Sports & Entertainment Facilities Consulting
1035 Keystone Ave.
River Forest, Illinois 60606
+1 (312) 587-9900

HVS CSE
1035 Keystone Ave.
River Forest, Illinois 60305
+1 312-587-9900+
www.hvs.com

February 10, 2025

Ms. Alita Caparotta
New Orleans Ernest N. Morial Convention Center
900 Convention Center Boulevard
New Orleans, Louisiana 70130
acaparotta@mccno.com

Re: Proposed Hotel
New Orleans, LA

Dear Ms. Caparotta:

Attached is our Market Analysis of a Proposed Headquarters Hotel for the New Orleans. We have inspected the real estate and analyzed the hotel market conditions in New Orleans, LA.

We certify that we have no undisclosed interest in the property, and our employment and compensation are not contingent upon our findings. This study is subject to the comments made throughout this report and all assumptions and limiting conditions set forth herein.

It has been a pleasure working with you. Please let us know if you have any questions.

Sincerely,
HVS Convention, Sports & Entertainment Facilities Consulting

Thomas Hazinski, MPP
Managing Director

Brian Harris
Senior Director

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1. Executive Summary

Subject of the Market Study

The Ernest N. Morial New Orleans Exhibition Hall Authority (the "Authority") engaged HVS Convention, Sports, and Entertainment Facilities Consulting ("HVS") to conduct a Market Study of a Proposed Hotel in New Orleans (the "Proposed Hotel"). The Authority's mission is to finance, construct, and operate facilities to attract and conduct conventions, trade shows, and other events that support and expand the economy of the State of Louisiana and the New Orleans Region. The development of the Proposed Hotel is intended to foster the Authority's mission.

For this study, HVS assumes the property will open on January 1, 2029, as a 1,000-room Omni full-service hotel. A "headquarters hotel" serves as the center of operations for events occurring in a convention center. This type of hotel typically dedicates the largest room block to the event, sometimes devoting up to 90% of its rooms during the convention event's peak day(s). The headquarters property also serves the food and beverage needs of the group (outside of those held in the convention center), such as receptions, lunches, and dinners. While the convention center provides food for large-scale exhibits and meetings, the Proposed Hotel would support ancillary meetings and pre- and post-group events.

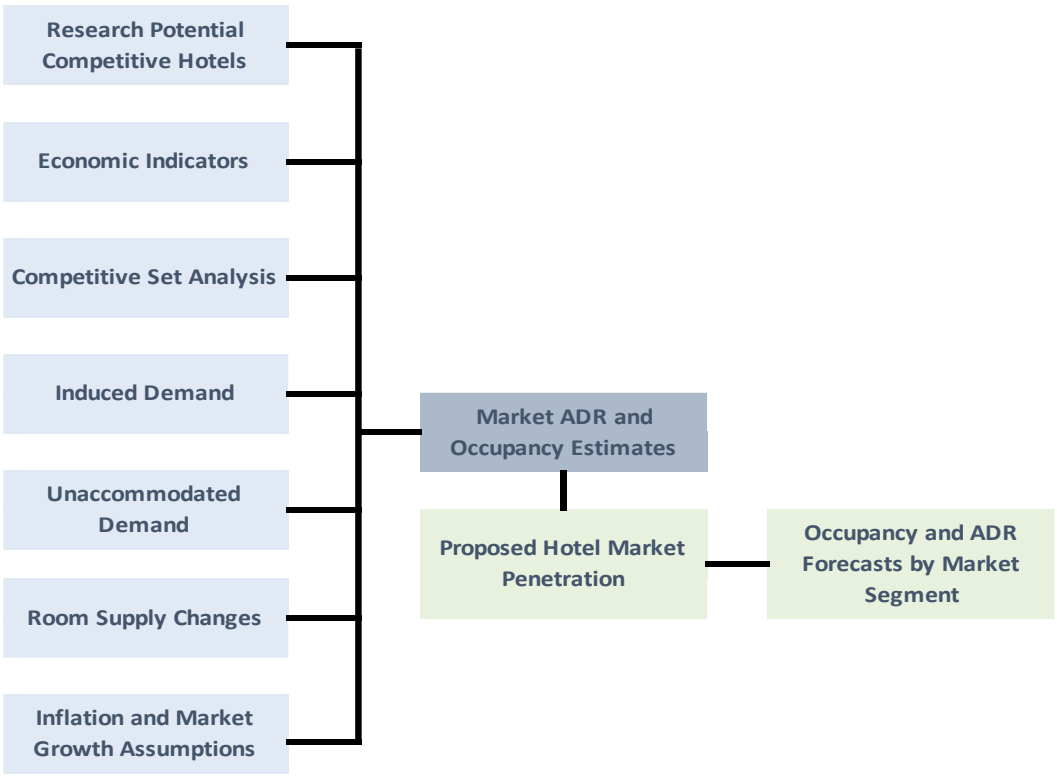
In addition to the guestrooms, the property would feature a specialty restaurant, three-meal restaurant, sports bar, coffee shop, lobby bar, pool bar, and 60,000 square feet of meeting space plus 40,000 square feet of pre-function space. Additional features include an outdoor whirlpool, business center, fitness center, and spa with six treatment rooms. The hotel's design would also include parking and back-of-the-house space necessary to support hotel operations.

The Proposed Hotel's national brand affiliation with Omni Hotels & Resorts, overall property quality, ample meeting space, restaurants, lounges, proximity to the French Quarter, Ceasars Superdome, and the National WWII Museum, and location adjacent to the New Orleans Ernest N. Morial Convention Center ("MCC") would make it attractive to the commercial, meeting and group, and leisure market segments. Hotel guests would include independent travelers willing to pay a higher rate for a new product, groups looking for room blocks and banquet space, and leisure travelers seeking high-quality rooms and recreational activities on weekends and when discounted room rates become available. The Proposed Hotel will target these market segments to generate room night demand and average daily rate ("ADR").

Methodology

We have employed the methodology illustrated in the figure below in the study.

FIGURE 1-1
HOTEL MARKET STUDY METHODOLOGYAT



In accordance with the Hotel Supply and Demand Analysis section of our Scope of Work, HVS performed the following tasks:

1) Researched the local market to determine hotels that will compete with the Proposed Hotel,

2) Researched the local market to determine the potential growth in the demand for hotel rooms,

3) Analyzed the historical performance of a competitive set of hotels,

4) Estimated the amounts of induced and unaccommodated room night demand in the market,

5) Researched potential changes in room supply, and

6) Determine inflation and market growth assumptions.

Based on these hotel market trends and economic and demographic indicators of future changes in hotel demand, HVS projected the future performance of a competitive set of hotel properties in the local market. Through a market penetration analysis, HVS estimated the Proposed Hotel's ADR and occupancy in three market segments—commercial, meeting and group, and leisure.

The methodology used to develop this study is based on market research and valuation techniques outlined in the textbooks authored by Hospitality Valuation Services for the American Institute of Real Estate Appraisers and the Appraisal Institute, entitled *The Valuation of Hotels and Motels,*[1] *Hotels, Motels, and Restaurants: Valuations and Market Studies,*[2] *The Computerized Income Approach to Hotel/Motel Market Studies and Valuations,*[3] *Hotels, and Motels: A Guide to Market Analysis, Investment Analysis, and Valuations,*[4] and *Hotels and Motels – Valuations and Market Studies.*[5] HVS Convention, Sports & Entertainment Facilities Consulting staff collected and analyzed all information. HVS sought reliable sources and deemed accurate information obtained from third parties.

Pertinent Dates

The effective date of this study is February 10, 2025. Brian Harris inspected the site for the Proposed Hotel on December 19, 2024. All projections are expressed in inflated dollars: 3.00% in 2025, 3.00% in 2026, and 3.00% after that.

Definitions of ADR, Occupancy, and RevPAR

The average daily room rate ("ADR") is the annual hotel room sales revenue divided by the number of paid occupied room nights. Occupancy is a percentage calculated by dividing the annual number of occupied room nights by the annual number of available room nights. Revenue per available room ("RevPAR") is a common hotel industry metric calculated by multiplying the occupancy rate by ADR, which provides a combined measure of rate and occupancy.

---

[1] Stephen Rushmore, *The Valuation of Hotels and Motels*. (Chicago: American Institute of Real Estate Appraisers, 1978).

[2] Stephen Rushmore, *Hotels, Motels and Restaurants: Valuations and Market Studies*. (Chicago: American Institute of Real Estate Appraisers, 1983).

[3] Stephen Rushmore, *The Computerized Income Approach to Hotel/Motel Market Studies and Valuations*. (Chicago: American Institute of Real Estate Appraisers, 1990).

[4] Stephen Rushmore, Hotels and Motels: A Guide to Market Analysis, Investment Analysis, and Valuations (Chicago: Appraisal Institute, 1992).

[5] Stephen Rushmore and Erich Baum, *Hotels and Motels – Valuations and Market Studies.* (Chicago: Appraisal Institute, 2001).

Market Area Analysis

New Orleans has an expanding economy with a strong focus on the hospitality, healthcare, and education sectors. The area's largest employers are in the education, military, and healthcare sectors, and the healthcare and accommodations sectors are projected to grow the fastest in the next five years. As a result, the New Orleans market area continues to offer opportunities for growth and development within the hospitality industry.

Site

The Proposed Hotel's site is adjacent to the MCC. See page 2-1 for a detailed description of the site.

Ownership

Omni Hotels and Resorts will own the Proposed Hotel.

Brand Managed

We assume that the brand will manage the Proposed Hotel. Details about management terms were not yet determined at the time of this report; therefore, our forecast fees represent an estimate of what would be expected on a base- and incentive-fee basis. HVS included a market-appropriate management fee of 3.0% of gross operating revenues.

Since the brand will manage the hotel throughout the forecast period, the property will not be subject to franchise fees.

Omni Hotels & Resorts is a privately-owned company headquartered in Irving, Texas, which operates first-class and luxury hotels and resorts throughout the United States, Canada, and Mexico. The Dunfey family of New England founded the company in 1958; in 1971, Aetna Insurance purchased Dunfey Hotels, and then in 1976, Aer Lingus purchased Dunfey Hotels and acquired Omni International Hotels in 1983. In 1988, World International Holdings, Ltd. and Wharf Holdings, Ltd. of Hong Kong purchased Dunfey Hotels. In February 1996, TRT Holdings, Inc., based in Dallas, purchased Omni Hotels/North America. Omni Hotels' strategy is to establish a global hotel brand through ownership and management contracts of numerous full-service luxury hotels and resorts in key primary and secondary cities in North America and internationally. Omni has recently focused on developing properties near or attached to convention centers.

Typically, an Omni Hotel is a 350- to 500-room upscale hotel. Omni Hotels offers four-diamond amenities and services, including complimentary wireless high-speed Internet access, in-room speaker phones with dual lines and voice mail, data port/modem connections, complimentary guest robes, business and fitness centers, exquisite décor, and gourmet dining. Omni Hotels offers airline miles and additional services through its preferred guest and children's programs. As of 2024, Omni properties comprised over 50 hotels and resorts, totaling more than 20,000 guestrooms.

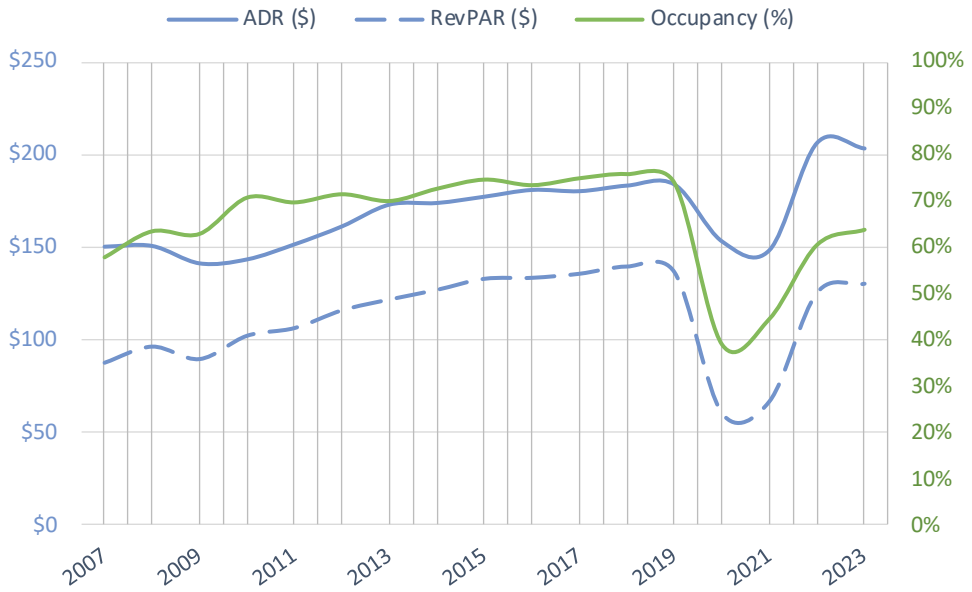
Summary of Hotel Market Trends

HVS analyzed the supply of hotels in the New Orleans market to identify hotels that would compete with the Proposed Hotel. Based on factors such as occupancy, rate structure, market orientation, location, facilities, amenities, reputation, and quality, as well as feedback from management representatives, HVS identified five properties as primary competitors and 14 properties as secondary competitors, totaling 19 competitive hotels ("Competitive Hotels" or "Competitive Set"). See page 4-5 and Figure 4-2).

Due to location, brand quality, and service levels, primary Competitive Hotels contend for the same customers as the Proposed Hotel. Secondary competitors have partially overlapping customer bases, and their competitiveness with the Proposed Hotel is weighted at less than 100%. A detailed discussion of the weighting of secondary competitors can be found in Section 4 of this study, Supply and Demand Analysis.

The following figure shows the supply and demand trends for Competitive Hotels. HVS obtained the data from STR, a well-regarded industry data source on lodging supply, demand, and price. From 2007 to 2023, the market exhibited strong growth with increases in both ADR and occupancy. However, in 2020, travel restrictions and lockdowns caused a sharp decline in hotel demand and revenue. ADR and occupancy rates gradually improved as the market began recovering in 2021. By the end of 2022, Competitive Hotels had experienced a full recovery in ADR. ADR declined in 2023, and occupancy increased, but it was still below the prepandemic level.

FIGURE 1-2
COMPETITIVE HOTELS HISTORICAL ADR, OCCUPANCY, AND REVPAR TRENDS



Source: STR

In 2023, the Competitive Hotels' occupancy improved significantly, as shown in the above figure. The ADR decreased by 1.5%, and demand rose by 5.4%. This increase in demand caused the occupancy rate to increase to 63.9% from 60.7% in 2022. As a result of these factors, RevPAR increased by 3.9% to $130.17, demonstrating the overall strong performance of the Competitive Hotels in 2023.

The following figure reflects HVS's competitive hotel operating data estimates for 2022 through 2024. Section 4-5 provides descriptions of the Competitive Hotels.

FIGURE 1-3
WEIGHTED HISTORICAL SUPPLY, DEMAND, OCCUPANCY, ADR, & REVPAR OF THE COMPETITIVE HOTELS (2022–2024)

Year	Room Night Supply	Room Night Demand	Occupancy	Competitive Hotels ADR	Competitive Hotels RevPAR
2022	3,179,000	1,935,000	60.9%	$204.73	$124.66
2023	3,179,000	2,022,000	63.6%	203.08	129.17
2024	3,179,000	2,139,000	67.3%	205.76	138.45
Percent Change					
2022 to 2023	0.0%	4.5%	4.5%	-0.8%	3.6%
2023 to 2024	0.0%	5.8%	5.8%	1.3%	7.2%
2022 to 2024	0.0%	10.5%	10.5%	0.5%	11.1%

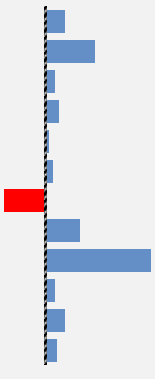
Competitive Hotels have experienced a strong recovery over the past two calendar years. Since 2022, accommodated room nights have increased by 10.5%, while the room supply has expanded by 0.0%, resulting in a 10.5% increase in the occupancy rate. Concurrently, ADR has grown by 0.5% since 2022. The combined effect of these changes in occupancy and ADR has led to an 11.1% growth in RevPAR over the three years, demonstrating the strong recovery in the Competitive Hotels.

Monthly Room Night Demand

HVS analyzed changes in the Competitive Hotels over the last 12 months as reported to STR, as shown in the figure below.

FIGURE 1-4
UNWEIGHTED HISTORICAL 12-MONTH COMPETITIVE HOTELS ROOM NIGHT DEMAND

Month	Occupied Room Nights	Prior Year	Difference	Change in Monthly Demand Room Night Demand
Dec-23	190,091	179,981	10,110	5.6%
Jan-24	198,307	173,251	25,056	14.5%
Feb-24	209,933	204,324	5,609	2.7%
Mar-24	245,902	237,337	8,565	3.6%
Apr-24	223,156	222,015	1,141	0.5%
May-24	234,365	229,680	4,685	2.0%
Jun-24	174,485	199,583	-25,098	-12.6%
Jul-24	201,472	182,948	18,524	10.1%
Aug-24	190,384	143,891	46,493	32.3%
Sep-24	176,483	172,608	3,875	2.2%
Oct-24	237,816	224,636	13,180	5.9%
Nov-24	205,129	198,559	6,570	3.3%
12 Month Total	2,487,523	2,368,813	118,710	5.0%



Source: STR

Over the last 12 months, room night demand within the Competitive Hotels grew by 5.0%. The primary driver of this growth has been the continuing recovery from the negative impact of the COVID-19 pandemic, characterized by substantial increases in leisure and meeting and group travel.

Summary of Forecast Occupancy and Average Rate

HVS separately analyzed three hotel market demand segments: commercial, meeting and group, and leisure. This enabled us to forecast the Proposed Hotel's occupancy by identifying historical growth rates in demand and estimating future growth trends for each market segment.

The following figure summarizes accommodated room night demand estimates by market segment, assuming the Proposed Hotel begins operation on a calendar year starting January 1, 2029.

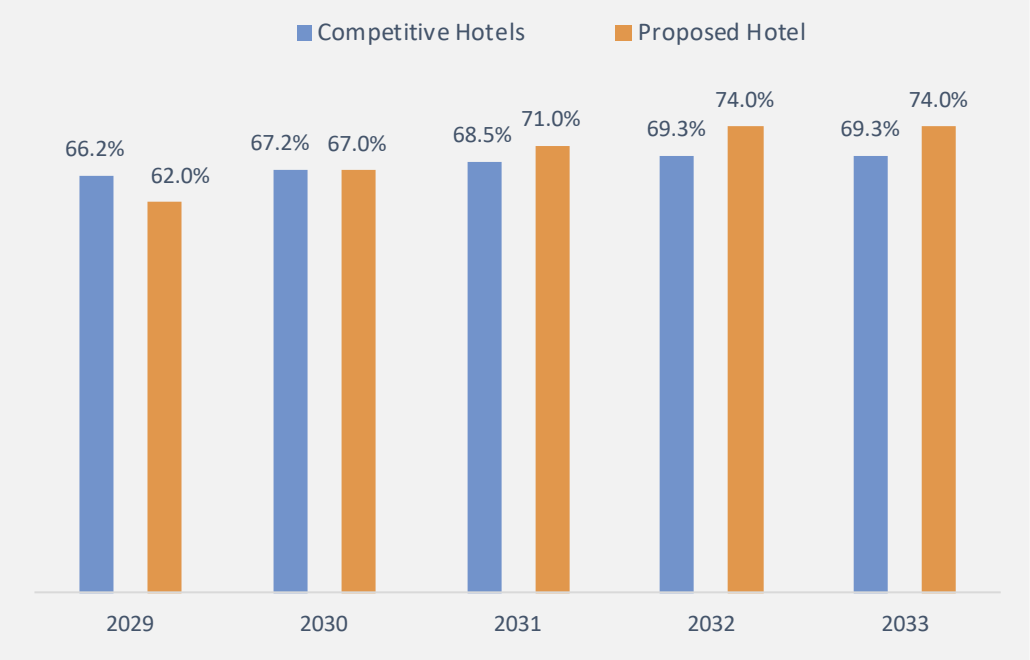
FIGURE 1-5
OCCUPANCY FORECAST FOR THE PROPOSED HOTEL

Calendar Year	2029	2030	2031	2032	2033
Available Room Nights	365,000	365,000	365,000	365,000	365,000
Absorption by Segment					
Commercial	28,200	29,900	31,700	31,900	31,900
Meeting and Group	155,500	164,900	175,800	184,800	184,800
Leisure	42,000	48,200	51,700	52,500	52,500
Total Absorption	225,700	243,000	259,200	269,200	269,200
Projected Occupancy	62%	67%	71%	74%	74%
Percent Segmentation					
Commercial	12%	12%	12%	12%	12%
Meeting and Group	69%	68%	68%	69%	69%
Leisure	19%	20%	20%	20%	20%

The Proposed Hotel will open on January 1, 2029, and we assume the property will stabilize in four years. Based on our analysis in Section 5, Projection of Occupancy and Average Rate, the property could absorb room nights and achieve an occupancy level of 74% in a stabilized year of demand.

The following figure compares the projected occupancy of the Proposed Hotel with Competitive Hotels for five calendar years starting in 2029.

FIGURE 1-6
OCCUPANCY FORECAST



The Proposed Hotel's forecast occupancy is higher than that of the Competitive Hotels due to its proximity to the MCC, new construction, brand quality, and 60,000 square feet of meeting space plus 40,000 square feet of pre-function space.

We have considered various factors in positioning the Average Daily Room Rate ("ADR") of the Proposed Hotel, including the ADR of Competitive Hotels and the Proposed Hotel's location, brand, and quality. We applied an inflation rate of 3.00% to ADR throughout the projection period. The following figure compares the estimated ADR of the Proposed Hotel with the ADR of Competitive Hotels for five calendar years starting in 2029.

FIGURE 1-7
AVERAGE RATE FORECAST



HVS positioned the Proposed Hotel's ADR in the base year 2024 at $245.00. We forecast that ADR will grow in 2025, 2026, 2027, and thereafter. The ADR is higher than that of Competitive Hotels due to the Proposed Hotel's new construction, adjacency to the MCC, extensive meeting space, and brand quality. This rate would grow with inflation and in proportion to the growth rate in the Competitive Set. The positioned ADR is discounted by 3.0% in the first year of operations and 1.0% in the second year, which reflects typical management practices during the years before the hotel stabilizes in the market.

Extraordinary Assumptions

An extraordinary assumption relates directly to the Proposed Hotel development and which, if found to be false, could alter our opinions or conclusions. Extraordinary assumptions presume, as fact, otherwise uncertain information about physical, legal, or economic characteristics of the Proposed Hotel, or conditions external to the property such as market conditions or trends, or the integrity of data used in an analysis. An extraordinary assumption may be used in the analysis if it is required to develop credible options and conclusions, a reasonable basis exists for the assumption, and the use of the extraordinary assumption results in a credible analysis.

Our extraordinary assumptions include the following.

- Omni Hotels and Resorts can enter into a successful public-private partnership with the City/Authority to make the project financially feasible.

- The Authority successfully assembles the site and enters into a long-term land lease with Omni Hotels and Resorts.

Our analysis does not address unforeseeable events that could alter the financial performance of the proposed project and the market conditions reflected in the analyses. HVS assumed that no significant changes, other than those anticipated and explained in this study, would occur from the date of HVS' site visit or the date of this study. Our findings are subject to all the assumptions and limiting conditions described herein. After reading this report, the reader should contact the authors with any questions.

Conclusion

The design of the Proposed Hotel was not finalized at the time of this study. The information presented in this market study is based on assumptions about the hotel's size and features, including the room count, meeting space, and support. The final development plan will vary from the information presented in this study, resulting in a positive or negative impact on occupancy and ADR.

The Proposed Hotel's location, proximity to the MCC, new construction, and strong brand would be popular with commercial, group, and leisure customers. Overall, the property would provide an important addition to the lodging inventory in New Orleans.

Benefits to the City from a convention center hotel may include increased tourism, job creation, local economic development, and a boost in the city's reputation as a destination for conventions and large-scale events. The project can lead to the growth of local businesses by attracting more visitors to the area, generating additional revenue streams, and contributing to the overall economic vitality of the City.

2. Description of the Site and the Proposed Hotel

The suitability of land for the development of a hotel is an important consideration affecting its economic viability. The key site characteristics that affect the viability of a hotel property include its capacity to accommodate the project, accessibility, visibility, and supporting road and utility infrastructure. The quality of a lodging facility's physical improvements directly influences marketability, occupancy, and average room rate. The design and functionality of the structure can also affect operating efficiency and overall profitability.

Site

The Authority owns a portion of the proposed site, previously known as Sugar Mill, as shown in the figure below. A portion of the Mississippi River Heritage Park must be acquired from the City to accommodate the Proposed Hotel. Part of John Churchill Chase Street between the park and the Sugar Mill site will also need to be acquired. The Authority plans to lease the site to Omni Hotels and Resorts. The terms of the lease have not been negotiated.

SITE



Source: EDC

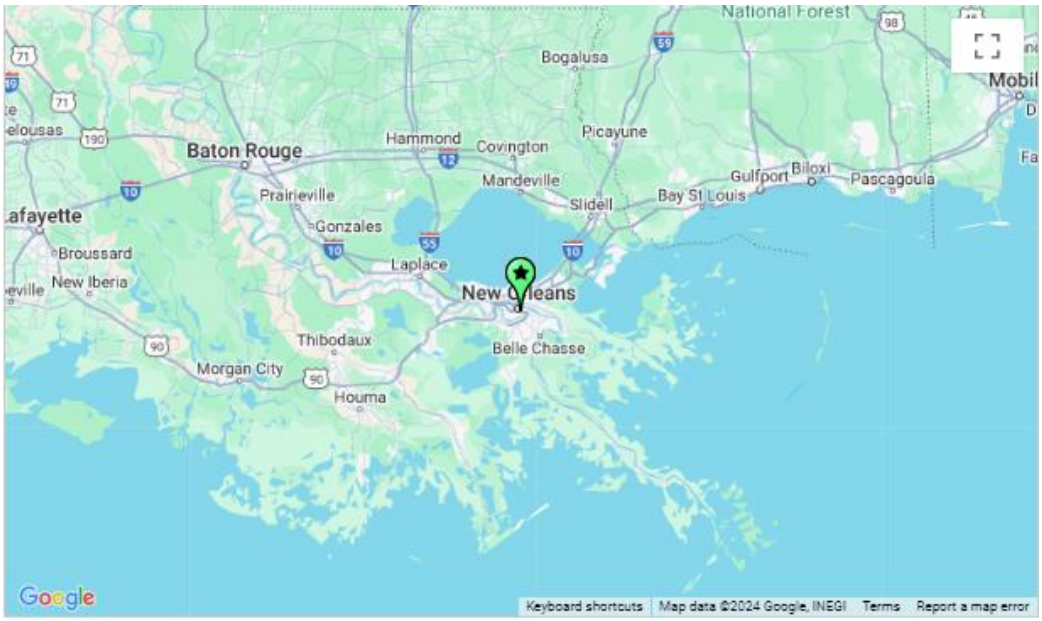
Topography and Site Utility

The site's topography is generally flat, and its shape permits efficient use of the site for building and site improvements, including ingress and egress. The site will not contain any significant portion of undeveloped land that could be sold, entitled, and developed for alternate use. It will be fully developed with building and site improvements.

Access and Visibility

Regional and local transportation routes to the site directly impact the performance of the Proposed Hotel. Primary regional access through the area is provided by east/west Interstate 10, which extends to Mobile, Alabama, to the east and such cities as Baton Rouge and Houston, Texas, to the west. North/south Interstate 55, which originates near New Orleans, provides access to Jackson, Mississippi, and Memphis, Tennessee, to the north. North/south Interstate 59, which originates near New Orleans, provides access to central Mississippi, including Hattiesburg and Meridian. U.S. Highway 90 extends eastward to Gulfport, Mississippi, and westward to Lafayette. The proposed site is readily accessible from state and interstate highways, as illustrated in the following map.

REGIONAL ROAD SYSTEM

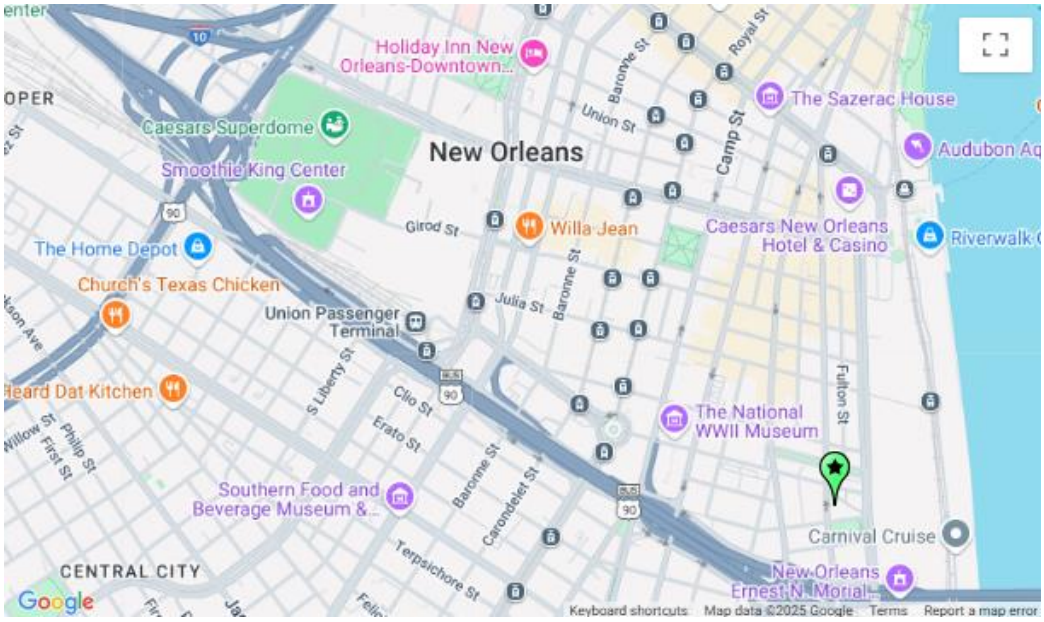


Neighborhood

The neighborhood surrounding a lodging facility impacts a hotel's status, image, class, style of operation, and sometimes its ability to attract and properly serve a particular market segment. The neighborhood is generally defined by the boundaries of Canal Street to the north, Interstate 10 to the west, U.S. Highway 90/Pontchartrain Expressway to the south, and the Mississippi River to the east. Offices and residential buildings, hotels, world-renowned restaurants, upscale shopping centers and retail shops, entertainment venues, and tourist attractions characterize the neighborhood. Some specific entities and businesses in the area include the MCC, the Ceasars Superdome, the Smoothie King Center, Entergy Corporation, and Shell Pipeline Corporation. The proximity of numerous restaurants is considered supportive of the operation of a full-service lodging property. Hotels near the site include the Hampton Inn & Suites New Orleans-

Convention Center, SpringHill Suites New Orleans Warehouse Arts District, Hilton Garden Inn New Orleans Convention Center, Hyatt Place New Orleans Convention Center, Embassy Suites by Hilton New Orleans, and New Orleans Marriott Warehouse Arts District.

NEIGHBORHOOD

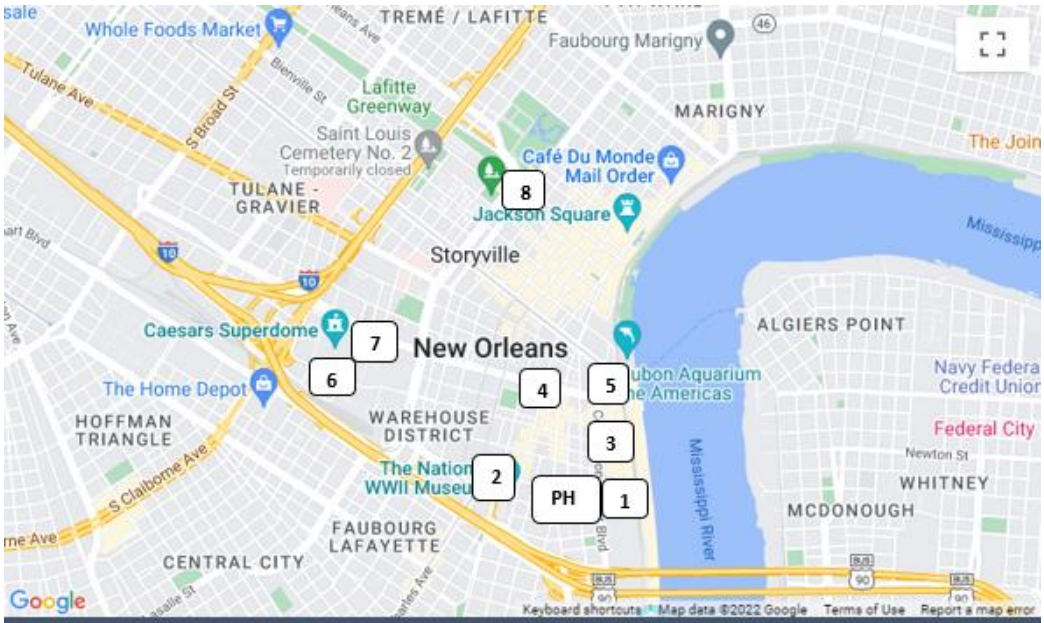


Convention Center Boulevard provides the Proposed Hotel's primary vehicular access. The site is easily accessed from Interstate 10 and the Pontchartrain Expressway, the nearest major highways. The site will provide convenient regional access for guests.

Proximity to Local Demand Generators and Attractions

The Proposed Hotel will be near the area's primary lodging demand generators. A sample of these demand generators is reflected on the following map, including respective distances from and drive times to the Proposed Hotel. The hotel is within walking distance of major event venues such as the Mercedes-Benz Superdome, the National WWII Museum, and the Smoothie King Center.

ACCESS TO DEMAND GENERATORS AND ATTRACTIONS



	Demand Generator	Driving Time	Distance
PH	Proposed Headquarters Hotel		
1	Ernest N. Morial Convention Center	Adjacent	Adjacent
2	The National WWII Museum	Less Than Five Minutes	Less than 1/2 Mile
3	Cruise Ship Terminals	Less Than Five Minutes	Less than a Mile
4	Harrah's New Orleans Casino	Less Than Five Minutes	Less than a Mile
5	Audubon Aquarium of the Americas	Less Than Five Minutes	Less than a Mile
6	Smoothie King Center	Less Than Five Minutes	Less than Two Miles
7	Mercedes Benz Superdome	Less Than Ten Minutes	Less than Two Miles
8	French Quarter	Less Than Ten Minutes	Less than Two Miles

New Orleans Ernest N. Morial Convention Center

Constructed in conjunction with the 1984 World's Fair, the New Orleans Ernest N. Morial Convention Center ("MCC") is the primary convention facility in Louisiana. With 1.1 million square feet of exhibit space in an entirely contiguous hall, the MCC provides the largest single exhibit space in the country and is the sixth-largest convention facility in the United States. The MCC also houses 140 meeting rooms and a 4,000-seat theater, divisible into three parts—a feature no other convention center in the country currently offers. The size of the MCC allows it to host citywide conventions back-to-back by minimizing downtime between events. A $50-million renovation officially opened before Super Bowl XLVII in January 2013. The project included reconfiguring the existing Hall A into a new "Great Hall"; the updated space contains a 60,000-square-foot ballroom and a 4,660-square-foot junior ballroom with a rooftop terrace.

In May of 2018, the Authority adopted a $557 million five-year capital improvement plan that includes renovations of the MCC and lays the foundation for developing new facilities, including an adjacent convention center headquarters hotel. When complete, all meeting rooms and lobbies will be renovated, the exterior façade updated, and a gateway entrance added.

Other major capital improvement projects completed include the development of a 7.5-acre pedestrian park that spans the length of the MCC along Convention Center Boulevard. The pedestrian park project scope includes creating a transportation center connected to the Center via a covered walkway and outdoor entertainment spaces, seating areas, public art, and water features. See Appendix A for additional information concerning the MCC.

Utilities

We assume all necessary utilities would serve the site.

Soil and Subsoil Conditions

Geological and soil reports were not provided to us or made available for our review during the preparation of this report. We are not qualified to evaluate soil conditions other than by visually inspecting the surface. No extraordinary conditions were apparent.

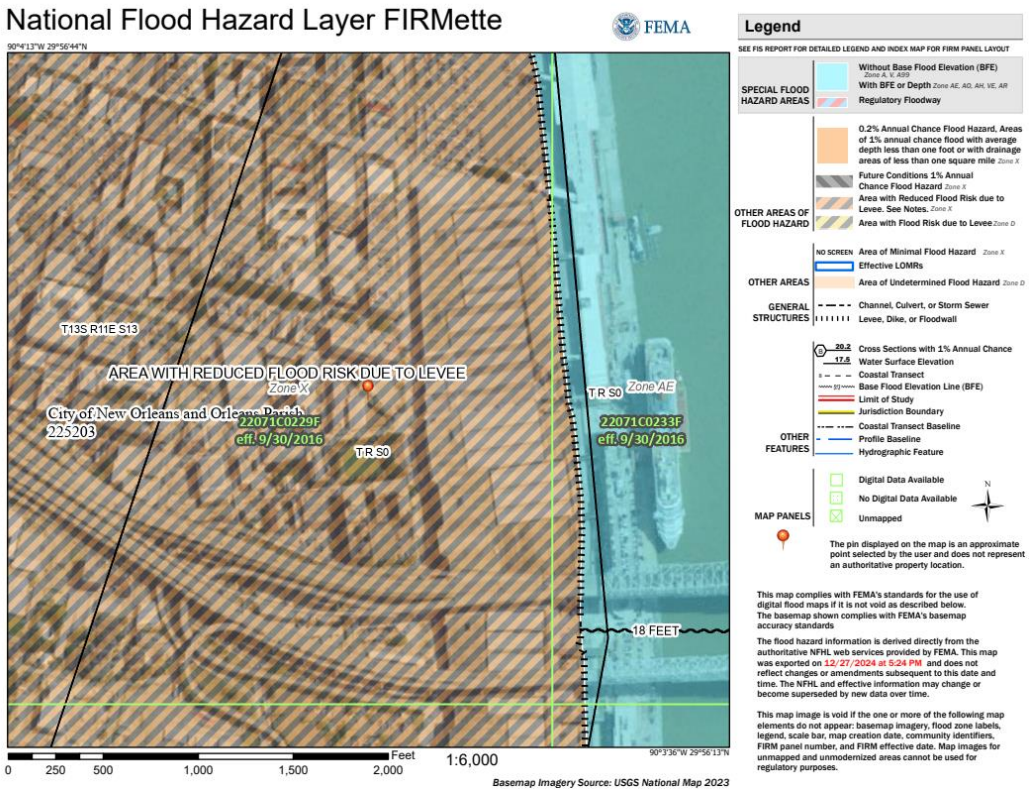
Nuisances and Hazards

We were not informed of any site-specific nuisances or hazards. Because HVS is not an expert in this field, we do not warrant the absence of hazardous waste and urge the reader to obtain an independent analysis of these factors.

Flood Zone

The Federal Emergency Management Agency map is shown below.

COPY OF FLOOD MAP



The flood zone definition for the X designation is as follows: areas outside the 500-year flood plain; areas of the 500-year flood; areas of the 100-year flood with average depths of less than one foot or with drainage areas less than one square mile, and areas protected by levees from the 100-year flood.

Zoning

According to the local planning office, the site has a zoning code of CBD 2 Historical Commercial and Mixed-Use District.

LAND PARCELS



Source: City

The site contains three parcels: 1000, 1001, and 1040. The site is zoned as a CBD-2 Historic Commercial and Mixed-Use District intended to provide for the reuse of existing structures in historic districts and along prominent mixed-use corridors that frame the Central Business District. Buildings in the CBD-2 District provide small floor plates for office, retail, institutional, and residential uses that support the vitality of the Central Business District as a destination for residents and visitors. The CBD-2 District addresses unique corridors and historic districts within the Central Business District, including Convention Center Boulevard, the Picayune Place Historic District, and the central portion of Canal Street.

The site may be expanded to include John Churchill Chase Street between the site and Mississippi River Heritage Park and a portion of Mississippi River Heritage Park. A height restriction waver will also need to be obtained from the City.

The C-5 Highway and Arterial Commercial District zoning is intended to provide areas where the principal land use is devoted to commercial establishments that

cater to motor vehicle-oriented trade. It is further intended to provide appropriate space and sufficient depth from the street to provide for the orderly development and concentration of appropriate highway and arterial commercial uses at suitable locations and to encourage the clustered development of such uses to minimize traffic hazards and interference with other uses in the vicinity, rather than to encourage the spread of commercial strip development. C-5 zoning permits hotel development.

Easements and Encroachments

HVS is unaware of any easements attached to the property that would significantly affect the site's utility or the marketability of this project.

Description of the Proposed Hotel

The quality of a lodging facility's physical improvements directly influences marketability, attainable occupancy, and ADR. The design and functionality of the structure can also affect operating efficiency and overall profitability. We reviewed the Proposed Hotel's anticipated physical improvements to determine how they will contribute to its profitability.

For this study, the Omni Hotel would be a full-service hotel in the Upper Upscale Class, as classified by STR, conforming to the brand-specific guidelines, including construction and operational brand standards. Our forecast assumes that the property would be maintained in a competitive condition, undergoing regular renovations of soft goods and case goods funded primarily by a reserve for replacement.

The following figure shows the features of the Proposed Hotel.

FIGURE 2-1
PROPOSED HOTEL FACILITIES

Guestroom Configuration	Keys
King Queen/Queen Suites	TBD
Total (ADA-Compliant Rooms per Local Code)	1,000

Food & Beverage Facilities	Seats
Three-Meal Restaurant	170
Specialty Restaurant	150
Sports Bar	175
Coffee Shop	
Lobby Bar	
Pool Bar	
Total Seating Capacity	495

Ballroom and Meeting Space	Square Feet Combined
Grand Ballroom	25,000
Junior Ballroom	15,000
Meeting Space	20,000
Total Sellable Meeting Space	60,000

Amenities & Services	
Outdoor Pool with Deck	Fitness Center
Business Center	Spa with Six Treatment Rooms

Infrastructure	
Parking Spaces Hotel	345 Parking Spaces
Elevators	10 Guest, 4 Service
Life Safety Systems	Sprinklers, Smoke Detectors
Construction Details	Concrete

The Proposed Hotel would include a specialty restaurant, three-meal restaurant, sports bar, coffee shop, lobby bar, pool bar, and 60,000 square feet of meeting space plus 40,000 square feet of pre-function space. Additional amenities include an outdoor pool with deck, outdoor whirlpool, business center, fitness center, and spa with six treatment rooms.

The lobby would be appropriate for a full-service hotel focusing on the meeting and group market segment. Guestroom bathrooms would be standard-sized, with a shower-in-tub, commode, and single sink with a vanity area featuring a stone countertop. A parking garage would provide ample parking.

The Proposed Hotel's ballroom and meeting space would allow the property to host large events.

FIGURE 2-2
PROPOSED HOTEL MEETING SPACE CAPACITY

Function Space	Square Feet	Approximate Guest Capacity		
		Banquet	Classroom	Reception
		15 *	14 *	11 *
Grand Ballroom	25,000	1,670	1,790	2,270
Junior Ballroom	15,000	1,000	1,070	1,360
Meeting Space	20,000	1,330	1,430	1,820

* Square Feet per Person

As shown in the figure below, the Proposed Hotel would have the third largest ballroom among the primary competitors.

FIGURE 2-3
COMPARISON PRIMARY BALLROOMS
PROPOSED HOTEL AND PRIMARY COMPETITORS

Venue	Location	Square Feet
Marriott New Orleans	Grand Ballroom	27,089
Hilton New Orleans Riverside	Grand Ballroom	26,894
Proposed Headquarters Hotel	Grand Ballroom	25,000
Sheraton New Orleans	Napoleon Ballroom	22,551
Hyatt Regency New Orleans	Celestin Ballroom	22,538
Marriott Warehouse Arts District	Blaine Kern Ballroom	6,912

HVS assumed the Proposed Hotel would include the following:

- A well-designed, functional layout of support areas, restaurants, lounges, spa, meeting spaces, and guestrooms.
- The hotel staff would be adequately trained for a successful opening.
- Pre-marketing efforts would have introduced the product to major local accounts at least six months before opening.
- The property would comply with all pertinent codes and brand standards.

- The Proposed Hotel would be fully open and operational on January 1, 2029, meeting all local building codes.
- Construction would not create any environmental hazards.
- The Proposed Hotel would fully comply with the Americans with Disabilities Act.

Ownership and Management Assumptions

Omni Hotels and Resorts will own the Proposed Hotel and manage the property. The management agreement would need to be negotiated after a development plan for the Proposed Hotel has been finalized with a developer. We included a market-appropriate management fee of 3.0% of gross operating revenues.

Franchise

The hotel is expected to remain managed by the brand throughout the forecast period; therefore, the property will not be subject to franchise fees.

Development Cost

Without a concept plan, the Proposed Hotel development costs can only be estimated using information on comparable hotel developments. Such estimates do not consider site conditions, the type of construction, or other significant factors that may affect development costs.

Capital Expenditures

After its opening, the Proposed Hotel will require ongoing upgrades and periodic renovations to maintain its competitive level in this market and remain compliant with brand standards. If management employs a successful, ongoing maintenance program, the forecasted reserve for replacement should adequately fund these costs.

Conclusion

The site is well suited for future hotel use, with adequate access, adjacency to the MCC, zoning, visibility, and topography for effective operation.

3. New Orleans Market Overview

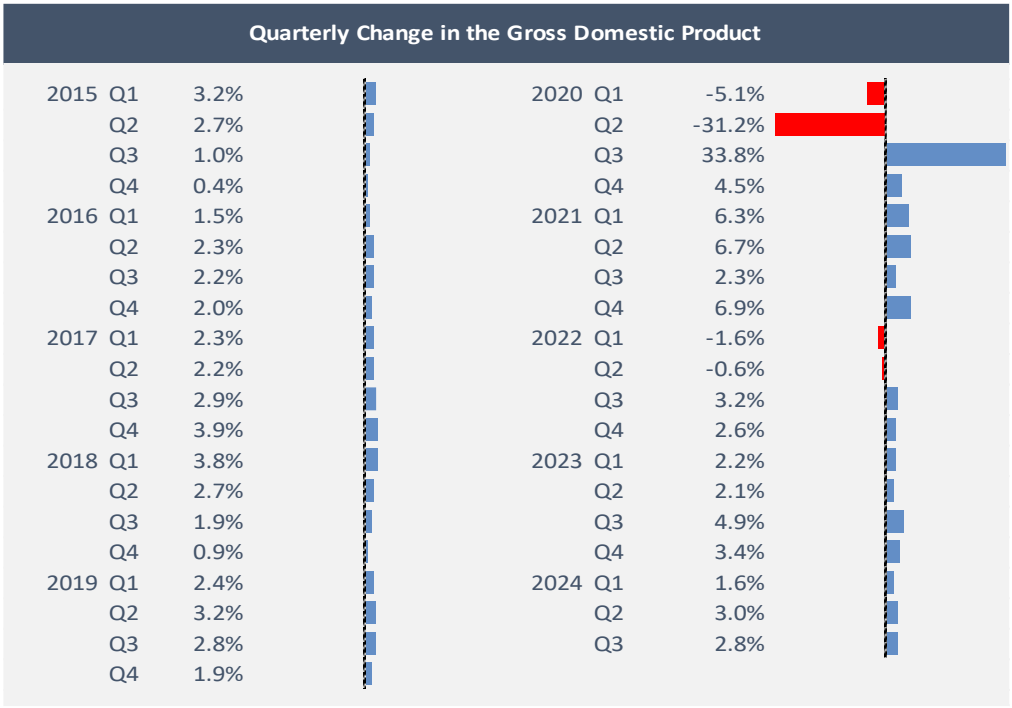
We explored economic and demographic factors that affect the level of lodging demand in the market, including population, income, employment, retail sales, business presence, major tourist attractions, and transportation access. We relied on third-party data sources to review historical trends and provide forecasts of the local economy's growth rate or decline. We also assessed whether the neighborhood surrounding the site would support the development of the Proposed Hotel. This market overview provides a framework for projections of lodging demand and revenue growth in the local market.

National Economic Trends

The U.S. economy was severely affected by the COVID-19 pandemic, as illustrated in the following discussion. The onset of the pandemic resulted in decreased business activity, causing widespread economic hardships, including higher levels of unemployment. The depth and duration of this impact were influenced by the course of the pandemic and the nature and extent of restrictions on business and travel activity; the period of greatest impact was 2020. By all measures, the national economy has recovered from this downturn, having recorded notable subsequent growth. In contrast, some select markets and sectors have recorded slower growth and are continuing to recover.

Gross domestic product (GDP) is an important indicator of a country's economic health and trends. Research has shown a strong correlation between GDP and lodging demand. In the eight quarters leading up to 2020, GDP growth per quarter ranged from 0.9% to 3.8%, indicating moderate economic expansion. The impact of COVID-19 became apparent in the first quarter of 2020, with GDP declining by 5.1%. As shutdowns halted major sectors of the U.S. economy from mid-March through May, and partial, intermittent reopening continued to suppress business activity, the U.S. economy contracted at an annualized rate of 31.2% in the second quarter—the largest decline in U.S. history. This downturn affected nearly every aspect of the economy, including personal consumption, exports, private inventory investment, residential and nonresidential fixed investment, and state and local government spending. Despite this dramatic decline, the GDP saw a significant rebound in the third quarter of 2020, which greatly mitigated the overall impact for the year.

FIGURE 3-1
UNITED STATES GDP GROWTH RATES



Source: Bureau of Economic Analysis

Driven by supply-chain disruptions and pent-up consumer demand, prices for most goods and services increased substantially in the wake of the pandemic; the CPI increased by 7.0% in 2021 and 6.5% in 2022. The Federal Reserve addressed inflation through successive interest-rate hikes (seven in 2022 and another four in 2023), and the pace of inflation decelerated, falling to the low 3.0% range by the end of 2023. While inflation had increased to 3.5% by March 2024, it has illustrated a slow and gradual decline since this point, registering a relatively low 2.4% as of September 2024. On September 18, 2024, the Federal Reserve cut the federal funds rate for the first time since the COVID-19 pandemic, acknowledging the positive economic data and lower inflation in recent months. Before the September meeting, the target rate was between 5.25% and 5.5%, and most economists were optimistic about a 25-to-50-bps cut at the September meeting. The Federal Reserve federal funds rate was cut by 50 bps, reflecting a new target range of 4.75%–5.0%. On November 7, 2024, the Federal Reserve cut the federal funds rate by 0.25%, the second reduction this year, dropping its baseline borrowing cost range to 4.5%–4.75%. The Federal Reserve cut rates for a third time on December 18, 2024, by .25%, dropping its baseline borrowing cost range to 4.25%–4.50%. The next Federal Reserve meeting is scheduled for January 28th and 29th of 2025

The recent successive increases in GDP, lower inflation levels, recent cuts to the Federal Reserve federal funds rate, and continued strong job growth paint a positive picture of the U.S. economy. Still, ongoing international conflicts, the recent election, and uneven economic metrics have resulted in a lack of overall clarity. The specter of a recession remains, although significantly diminished from peak concerns that characterized most of 2023.

Within the hospitality industry, labor availability and costs remain a concern for hotel operators, although these issues have diminished somewhat since the height of the pandemic. Inflation benefited the industry by supporting strong ADR growth in most markets, but it also resulted in increased expenses, which put pressure on profitability. Inflation has now moderated significantly and is approaching the Federal Reserve target of 2.0%, which is considered a positive factor. Lastly, the news regarding recent 2024 GDP growth and the economy's resilience should support continued growth in lodging demand, particularly in the commercial and group segments.

Louisiana

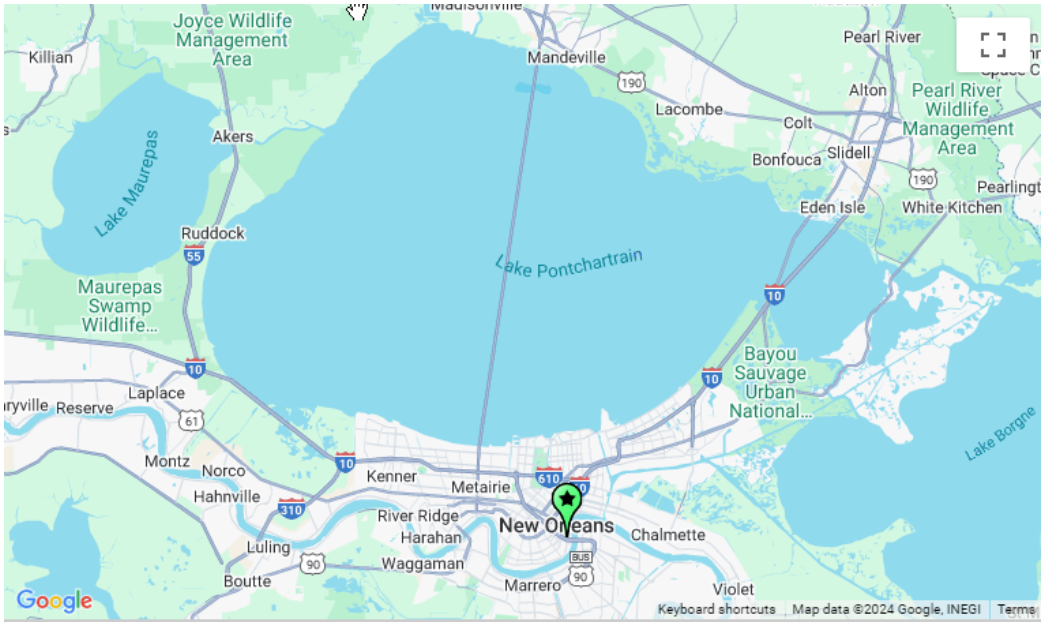
The state of Louisiana is a resource-rich region located in the southern United States, spanning roughly 48,523 square miles. It borders Mississippi to the east, Texas to the west, Arkansas to the north, and the Gulf of Mexico to the south. Interstates 49 and 55 extend on a north/south axis, while Interstates 20, 10, and 12 extend in an east/west direction.

The capital of Louisiana is Baton Rouge, located in the southeastern area of the state. More than two-thirds of all state residents live in eight metropolitan areas: New Orleans, known as the cultural center; Baton Rouge, the center of education, government, petrochemical production, and petroleum refining; Shreveport, a gaming center, and the commercial, distribution, and manufacturing center of northwest Louisiana; Lafayette, the oil and gas center and unofficial "capital" of Acadiana; Alexandria, central Louisiana's wood products and distribution center; Monroe, the manufacturing, distribution, and commercial center of northeastern Louisiana; Lake Charles, the major petrochemical, agricultural and port city in southwestern Louisiana; and Houma/Thibodaux, the oil exploration, seafood, and agricultural center of the southern coastal region of the state.

Market Area Definition

The market area includes New Orleans and the surrounding area, as illustrated in the following map.

MAP OF MARKET AREA



Primary regional access through the area is provided by east/west Interstate 10, extending to cities such as Baton Rouge, LA, to the west and Mobile, AL, to the east. Interstate 55 is this region's primary north/south highway, extending north to Jackson, MS, and Memphis, TN.

New Orleans

Known for its multicultural heritage and world-famous music and cuisine, New Orleans is predominantly recognized as a tourist destination. In addition to tourism, the greater New Orleans area is a significant logistics center, owing to its access to the Mississippi River, the Gulf of Mexico, and numerous railways. New Orleans serves as an access point for offshore drilling rigs and an administrative hub for the companies that operate them. The city's strategic location, healthy mix of business and tourism, and transportation connectivity have allowed it to recover strongly from the negative effects of Hurricane Katrina in 2005, the 2009 economic recession, the Deepwater Horizon oil spill in 2010, and the COVID-19 pandemic.

Economic and Demographic Review

HVS used the *Complete Economic and Demographic Data Source* published by Woods & Poole Economics, Inc., a well-regarded forecasting service based in Washington, D.C., as a source of economic and demographic data. Using a database containing more than 900 variables for each county in the nation, Woods & Poole employs a sophisticated regional model to forecast economic and demographic trends. Census data and information published by the Bureau of Economic Analysis provide the basis for historical statistics. Woods & Poole formulates the projections, and all

dollar amounts have been adjusted for inflation, thus reflecting real change. The following figure summarizes this data.

FIGURE 3-2
ECONOMIC AND DEMOGRAPHIC DATA SUMMARY

Economic Indicator/Area	Beginning Amount	2010	2020	2025	2030	Ending Amount	Estimated Annual Compound Change 2025 to 2030
Resident Population (millions)							
Orleans Parish	0.35					0.35	-0.4%
New Orleans-Metairie, LA MSA	0.96					0.95	-0.2%
New Orleans-Metairie-Slidell, LA-MS CSA	1.3					1.3	0.0%
State of Louisiana	4.54					4.68	0.3%
United States	309.38					350.79	0.7%
Per-Capita Personal Income* (thousands)							
Orleans Parish	$46.90					$61.3	1.4%
New Orleans-Metairie, LA MSA	$46.05					$58.5	1.5%
New Orleans-Metairie-Slidell, LA-MS CSA	$46.34					$60.4	1.5%
State of Louisiana	$42.06					$53.5	1.5%
United States	$44.81					$64.7	1.5%
Food and Beverage Sales* (billions)							
Orleans Parish	$1.23					$2.23	1.4%
New Orleans-Metairie, LA MSA	$2.37					$3.74	1.5%
New Orleans-Metairie-Slidell, LA-MS CSA	$2.84					$4.69	1.8%
State of Louisiana	$7.39					$12.40	2.4%
United States	$502.83					$903.63	2.5%
Total Retail Sales* (billions)							
Orleans Parish	$4.47					$6.18	0.7%
New Orleans-Metairie, LA MSA	$15.30					$20.06	0.9%
New Orleans-Metairie-Slidell, LA-MS CSA	$20.18					$27.91	1.1%
State of Louisiana	$67.74					$93.72	1.5%
United States	$4,638.71					$7,582.40	1.8%

* Inflation Adjusted

Source: Woods & Poole Economics, Inc.

The population, per-capita personal income, food and beverage sales, and total retail sales in Orleans Parish are all growing at rates below the state and national averages. Per capita income.

Workforce Characteristics

The characteristics of an area's workforce indicate the type and amount of transient visitation likely to be generated by local businesses. Sectors such as finance, insurance, real estate ("FIRE"), wholesale trade, and services produce a considerable number of visitors who are not particularly rate sensitive. The government sector often generates transient room nights, but per-diem

reimbursement allowances often limit the accommodations selection to budget and mid-priced lodging facilities. Contributions from manufacturing, construction, transportation, communications, and public utilities ("TCPU") employers can also be important, depending on the company type.

The following figure shows the estimated change in employment in the top ten sectors in the Orleans Parish workforce distribution by the various business sectors in 2010, 2020, and 2025 and a forecast for 2030.

FIGURE 3-3
TOP TEN EMPLOYMENT SECTORS IN ORLEANS PARISH

Sector/Geographic Area Employment	Beginning Amount (thousands)	2010	2020	2025	2030	Ending Amount (thousands)
Orleans Parish						
Accommodation And Food Services	31.6					45.8
Health Care And Social Assistance	20.5					29.6
Professional And Technical Services	19.2					25.3
Educational Services	17.0					24.3
State And Local Government	31.8					22.3
Real Estate And Rental And Lease	9.9					19.0
Other Services, Except Public Administration	13.6					17.6
Retail Trade	14.3					17.3
Administrative And Waste Services	13.7					16.2
Finance And Insurance	8.9					13.2
Other	61.4					66.5
Total Orleans Parish	241.8					297.1
MSA	607.2					705.2
U.S.	172,902					235,603

Source: Woods & Poole Economics, Inc.

Accommodation And Food Services, and Health Care And Social Assistance are the largest employment sectors in Orleans Parish today. Professional And Technical Services and Educational Services comprise the next two largest sectors, followed by State And Local Government and Real Estate And Rental And Lease. Accommodation And Food Services are expected to expand fastest among the top ten employment sections, with a projected increase of 8.9% by 2030.

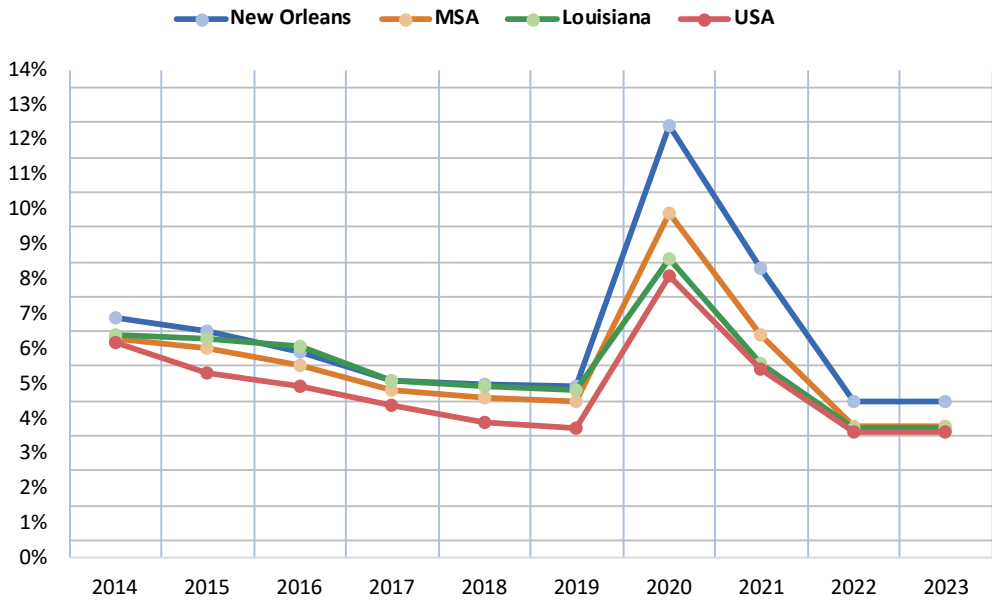
Unemployment Statistics

Before the pandemic, U.S. unemployment levels were below the 4.6% level recorded in 2006 and 2007, the peak years of the economic cycle before the Great Recession. The unemployment rate for February 2020 was 3.5%. The unemployment rate has

remained in the 3.5% to 3.7% range since April 2019, reflecting a trend of stability and strength in the U.S. economy. However, in April 2020, unemployment rose to 14.7%, and employment dropped by 20.7 million because of the COVID-19 pandemic. Steady declines in unemployment have been registered since April 2020; most recently, the national unemployment rate was 3.5% in December 2022. A 263,000-, 256,000-, and 223,000-person rise in employment was registered in October, November, and December 2022, respectively. In December, the most significant gains were reported in the leisure & hospitality, healthcare, construction, and social assistance sectors.

The following figure presents historical unemployment rates for New Orleans, the MSA, Louisiana, and the USA.

FIGURE 3-4
UNEMPLOYMENT STATISTICS



Source: U.S. Bureau of Labor Statistics

Like the rest of the country, New Orleans experienced a spike in unemployment in 2020 due to the COVID-19 pandemic. However, 2021 showed a significant improvement in unemployment, although not to pre-pandemic levels. The unemployment in New Orleans was slightly above the state and national levels pre-pandemic. Since 2020, unemployment in New Orleans has remained slightly above the state and national levels. In New Orleans, the unemployment rate was 4.5% in both 2022 and 2023

Major Business and Industry

The following figure shows the largest employers in the region.

FIGURE 3-5
TOP EMPLOYERS

Rank	Major Private Employers	Number of Employees
1	Ochsner Health	27,813
2	Tulane University	10,751
3	Children's Hospital New Orleans	2,041
4	Gulf Coast Bank & Trust Co.	899
5	Xavier University of Louisiana	704
6	Boh Bros. Construction Co.	675
7	New Orleans East Hospital	382
8	RNGD: A Palmisano Company	300
9	Pan-American Life Insurance Group	283
10	Woodward Design+Build	177

Source: New Orleans CityBusiness, October 2024

The tourism industry represents the primary economic anchor in New Orleans. In recent years, the city's upgraded venues have hosted numerous national events, including NBA All-Star games, the NCAA Final Four, WWE's WrestleMania, and Super Bowl XLVII. The College Football Playoff National Championship was held in January 2020, but all other 2020 events were canceled after Mardi Gras in February to limit the spread of COVID-19. Because of the Delta variant, festivals scheduled in 2021 were also canceled. The reopening of New Orleans was more cautious than that of the rest of the state. However, convention pacing was positive in 2022, and the NCAA Final Four reportedly had a $170 million economic impact in April 2022. The MCC continued to increase in attendance in 2023 and 2024.

Furthermore, the city will host Super Bowl LIX in 2025. New Orleans is also a primary cruise port for the Gulf Coast, registering 1.2 million cruise passengers in 2023. The first ship of Disney Cruise Line's 2023 season departed in February, and Royal Caribbean added a ship in November 2024. The healthcare sector has been an important supporter of the area's economy. Ochsner Medical Center has been ranked by U.S. News & World Report as the best hospital in Louisiana for twelve consecutive years (as of 2023); a $360-million expansion of Ochsner Health System's Jefferson Highway Campus opened in 2019 and will create 2,500 jobs across the state within ten years. The city's reputation as a vacation destination and expanding regional healthcare providers lend to a positive outlook.

Airport Traffic

In November 2019, the new Louis Armstrong New Orleans International Airport ("MSY") opened approximately twelve miles west of Downtown New Orleans; plans for the old airport facility, originally Moisant Field Airport, have not been

announced. The new airport, which cost over $1 billion, features a 972,000-square-foot terminal, a 2,190-car garage, and 35 gates. A biometric identification system by CLEAR was installed as part of a centralized checkpoint for all gates in the new airport. The airport features 25 food and beverage outlets. Many are outposts of popular local institutions, including restaurants led by Emeril Lagasse, John Folse, and Susan Spicer. The existing $74-million consolidated rental-car facility (CONRAC), constructed in February 2013, will remain in operation, with shuttles running between the rental-car facility and the former airport's parking garages. A flyover from Interstate 10 that offers motorists a direct route to the airport opened to the public in the fall of 2023. MSY is approximately 15 miles from the Proposed Hotel.

FIGURE 3-6
AIRPORT PASSENGERS
LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT

Year	Passenger Traffic	Annual Percentage Change
2014	9,785,394	
2015	10,673,301	9.1%
2016	11,139,421	4.4%
2017	12,009,512	7.8%
2018	13,122,762	9.3%
2019	13,644,666	4.0%
2020	5,289,538	-61.2%
2021	8,074,158	52.6%
2022	11,895,985	47.3%
2023	12,738,847	7.1%
YTD through Aug		
2023	8,471,000	
2024	8,788,000	3.7%

Source: Louis Armstrong New Orleans International Airport

Pre-pandemic air traffic at Louis Armstrong New Orleans International Airport increased yearly from 2013 to 2019. The pandemic shut down most air travel in 2020, and in 2021, air traffic returned to approximately 59% of what it was in 2019. The recovery in air traffic continued in 2022 to 87%, and in 2023, 93% of 2019, the highest travel year. Year-to-date 2024 (August), passenger traffic has grown to 8,788,000 from 8,471,000, an increase of 3.7%.

Tourist Attractions

Historically, the greater New Orleans market has benefited from various tourist and leisure attractions. The city features a distinct culture, heritage, and cuisine indigenous to the area for over two centuries. New Orleans' numerous festivals and events typically draw millions of visitors annually. Additionally, New Orleans is home to two professional sports franchises and is considered a prime venue for world-renowned sporting events. It is important to note that most events were postponed or canceled in 2020 and 2021 due to the COVID-19 pandemic. Primary attractions in the area include the following:

- Dating back to the founding of New Orleans in 1718, the French Quarter, or "Vieux Carré," is the city's oldest neighborhood and a National Historic Landmark. The French Quarter comprises 85 square blocks of hotels, bars, restaurants, museums, and the outdoor French Market. The French Quarter has several world-renowned attractions and landmarks, including Bourbon Street, Jackson Square, and the St. Louis Cathedral. It is famous for its distinct architectural style, influenced by the city's French and Spanish colonial rulers.

- New Orleans' numerous events and festivals draw millions of visitors worldwide each year. The city's annual Mardi Gras celebration is one of the world's most famous and visited carnival celebrations, reflecting New Orleans' rich cultural heritage. Citywide Mardi Gras festivities, attended by over a million people, generate nearly one-half billion dollars for the local economy, arguably the greatest economic impact of any event in the city. Additionally, New Orleans hosts several music and cultural festivals throughout the year, including the New Orleans Jazz & Heritage Festival, the Essence Music Festival, and the French Quarter Festival, which attract several hundred thousand visitors in their own right.

- The Caesars Superdome (previously known as the Mercedes-Benz Superdome), a multipurpose sports and exhibition facility, is located in the heart of the New Orleans CBD. The Superdome is home to the NFL's New Orleans Saints and has hosted numerous major sporting events, including multiple Super Bowls and NCAA tournaments. The Superdome is the site of the annual Allstate Sugar Bowl, part of the two-year NCAA's College Football Playoff National Semifinal Games rotation. Financing for a $450-million Superdome renovation was approved in August 2019; Phase II began in February 2021, and naming rights for the stadium went to Caesars Entertainment. Super Bowl LVIII was originally planned to be held in New Orleans in 2024, but game schedule changes coincided with Mardi Gras; thus, the city will host the 2025 game instead.

- The National World War II Museum opened in New Orleans in 2000 to honor more than one million Americans who took part in the war, featuring various exhibits and artifacts that commemorate the men and women who brought victory to the world. The museum is undergoing a multi-year, $370-million expansion. The 4-D Solomon Victory Theater, the Stage Door Canteen entertainment hall, and the American Sector restaurant were completed in 2009; the John E. Kushner Restoration Pavilion opened in 2011; the Campaigns of Courage Pavilion's "The Road to Berlin: European Theater Galleries" opened to the public in 2014, and "The Road to Tokyo" opened in December 2015. The $33-million Hall of Democracy opened in October 2019. Completion of the $12-million Bollinger Canopy of Peace opened at the end of 2021; the Liberation Pavilion opened in late 2023. The $65-million, 234-room Higgins Hotel New Orleans, affiliated with Curio by Hilton, opened in 2019 with approximately 22,000 square feet of conference space.

CEASARS SUPERDOME



Conclusion

New Orleans is experiencing a period of economic strength spurred largely by a combination of private and public investment, the return of tourism to the area, and a steady influx of new development. The New Orleans market has been experiencing growth in key metrics such as food and beverage sales. The largest employers in the region are primarily in the accommodation and food services and health care and

social assistance sectors. The employment sectors projected to experience the fastest growth by 2030 include accommodation and food services. The market benefits from a well-established, diverse economy anchored by the tourism and healthcare sectors. Additionally, the entrance of new industries, such as biosciences and sustainable energy, and ongoing investment in the area's business infrastructure are expected to bolster the market. The outlook for the area is optimistic.

4. Supply and Demand Analysis

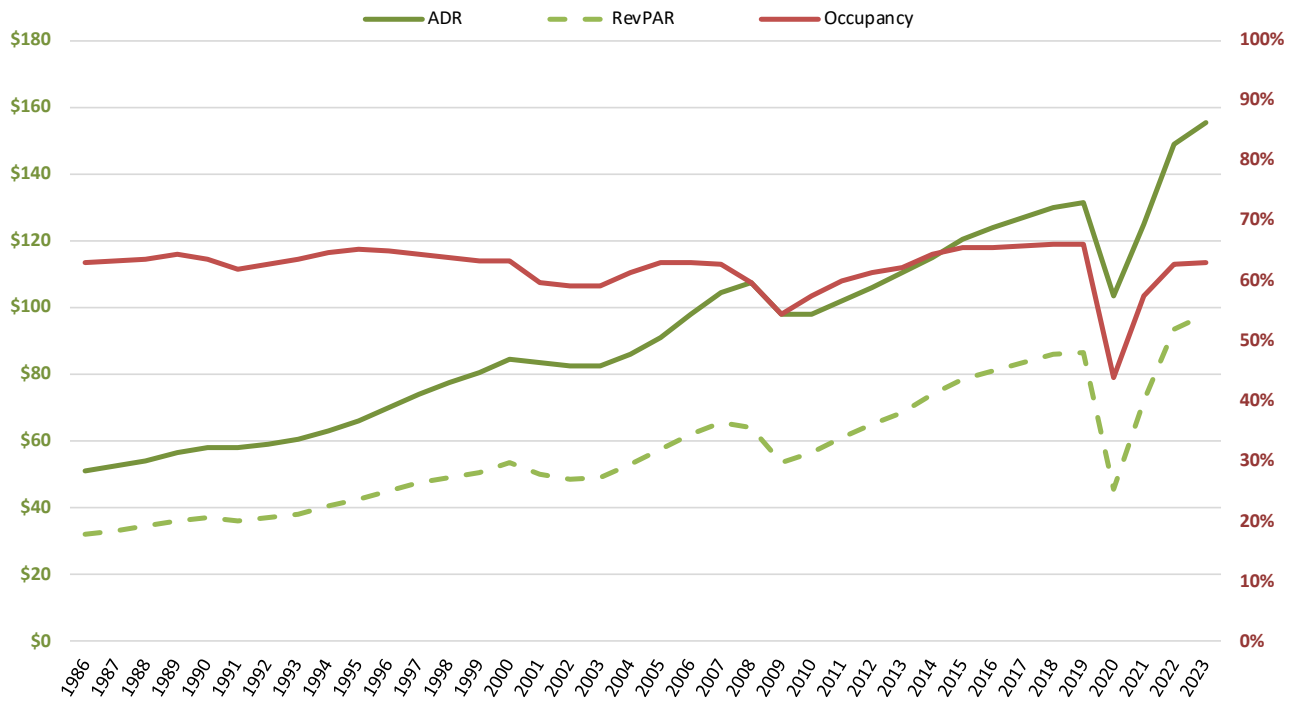
The lodging industry's relationship between price, demand, and supply is complex and interconnected. Price typically varies directly with demand, meaning prices tend to rise as demand increases. However, this relationship is not proportionate, as other factors, such as competition, seasonality, and the overall economic climate, can influence pricing. Conversely, price usually varies inversely with supply. As the supply of guestrooms increases, prices tend to decrease, but again, not proportionately, due to the influence of other external factors. The interplay between supply and demand drives the market towards equilibrium, resulting in a prevailing price or average daily room rate ("ADR"). The purpose of this section is to investigate current supply and demand trends, as indicated by the current competitive market, and to set forth a basis for the projection of future supply and demand growth.

National Hotel Market Trends

Changes in the national lodging market indirectly affect local markets. HVS reviewed national lodging trends to provide context for the supply and demand forecast for the Proposed Hotel's Competitive Set.

The figure below presents annual hotel occupancy, ADR, and revenue per available room ("RevPAR") data for the U.S. since 1986. RevPAR, the product of occupancy and average rate, provides a combined measure of rate and occupancy.

FIGURE 4-1
U.S. OCCUPANCY, AVERAGE RATE, AND REVPAR TRENDS



Source: STR

The preceding chart illustrates the impact of the early 1990s and 2000s recessions, the financial crisis of 2008/09, and the recent pandemic on the U.S. lodging industry. In each case, the downturn caused lodging demand to drop, resulting in an occupancy decline. The aggregate ADR also fell as hoteliers used price as a marketing tool to attract demand and support occupancy levels. As occupancy recovered, ADR growth resumed, although the ADR recovery lagged somewhat behind occupancy levels, as price discounts contributed to the initial demand recovery. Following the financial crisis of the Great Recession, occupancy fell by over eight points, and ADR declined by 5.9%, resulting in an 18.3% decrease in RevPAR. The market recovered steadily thereafter, with occupancy surpassing the 65.0% mark in 2015 and ADR consistently growing, albeit at a decelerating pace.

The onset of the COVID-19 pandemic in March 2020 severely impacted the lodging industry, causing occupancy, ADR, and RevPAR to decline by unprecedented levels. By the conclusion of 2020, occupancy had fallen 22 points, with ADR decreasing by roughly $28.00, resulting in a RevPAR loss of 48.0% (rounded). Led by strong

leisure demand, many markets began to recover by mid-year 2021. The recovery continued in 2022 and 2023 as group activity returned. Business travel has also improved, although hybrid work options and lower office occupancy rates constrain demand recovery in this segment. By year-end 2023, the U.S. occupancy level had reached 96.0% of the occupancy level in 2019. Supported by strong levels of leisure demand, ADR registered 18.6% higher than the national rate in 2019, resulting in a RevPAR increase of 13.1% in 2023 over the level achieved in 2019.

Excluding fluctuations due to the Great Recession in 2008/09 and the pandemic from 2020 to 2022, supply growth ranged between 0.4% to 2.0%, averaging 1.1% in these years. The pace of supply growth slowed significantly in the two to three years following the downturns in 2001/02, 2008/09, and 2020/21, reflecting the decline in new projects that started during these periods. As the market moved out of these cycles, supply growth accelerated. The impact of the pandemic caused a decline in supply, as hotels temporarily suspended operations or closed, in many cases for conversion to alternate use. The reopening of the temporarily closed properties caused an artificial spike in supply growth. Supply growth in 2023 and 2024 reflects the constraints imposed by the pandemic and the limited availability of financing for new construction, which particularly affected the market in 2023 and early 2024. Thus, supply growth is expected to remain muted through 2026.

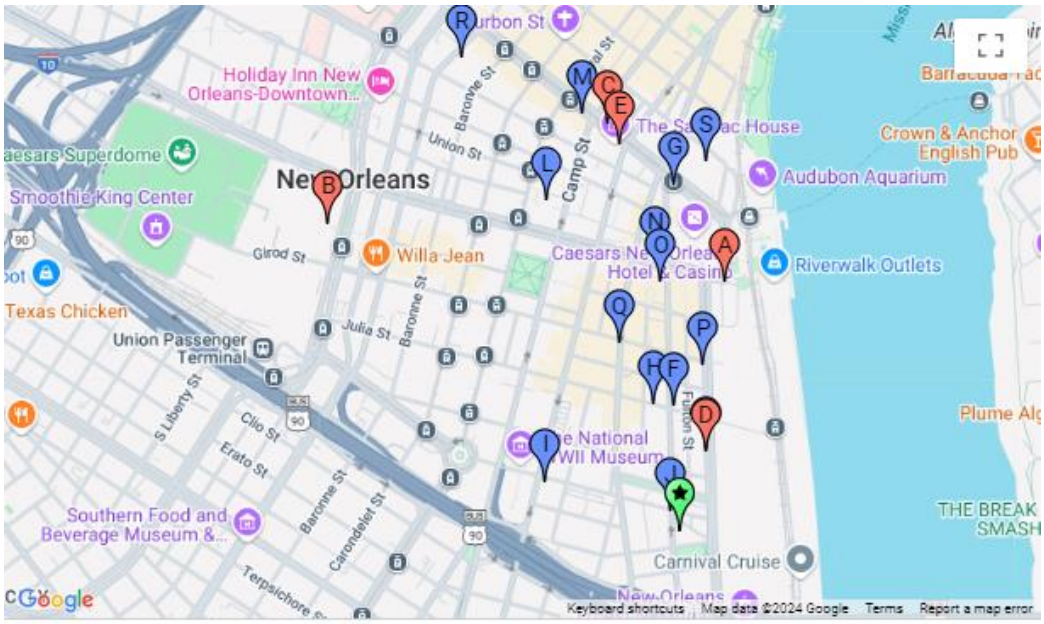
The changes in demand, as measured by the number of occupied rooms, display similar patterns. The years following the noted recessionary periods reflect relatively strong growth as the market recovered from these downturns. Excluding the years of downturn and recovery, demand growth ranged from 1.0% to 4.6%.

Defining the Competitive Set

HVS selected hotels that would compete on a primary or secondary basis with the Proposed Hotel. The primary competitors are hotels with features similar to the Proposed Hotel. The secondary competitors are properties that only partially compete with the Proposed Hotel because of location, market orientation, service level, or quantity of meeting space. HVS selected five properties that would compete with the Proposed Hotel on a primary basis and 14 properties on a secondary basis for 19 competitors. HVS weighted the room count of each secondary competitor based on its projected competitiveness with the Proposed Hotel. Additional hotels under development would become competitive with the Proposed Hotel.

The following map illustrates the Proposed Hotel and primary and secondary competitor's locations.

MAP OF PRIMARY AND SECONDARY COMPETITION



- Proposed Headquarters Hotel
- A — Hilton New Orleans Riverside (Primary)
- B — Hyatt Regency New Orleans (Primary)
- C — Marriott New Orleans (Primary)
- D — New Orleans Marriott Warehouse Arts District (Primary)
- E — Sheraton New Orleans (Primary)
- F — Courtyard by Marriott New Orleans Downtown/Convention Center (Secondary)
- G — DoubleTree by Hilton Hotel New Orleans (Secondary)
- H — Embassy Suites by Hilton New Orleans Convention Center (Secondary)
- I — Higgins Hotel New Orleans Curio Collection by Hilton (Secondary)
- J — Hilton Garden Inn New Orleans Convention Center (Secondary)
- K — Hyatt Place New Orleans Convention Center (Secondary)
- L — InterContinental New Orleans (Secondary)
- M — JW Marriott New Orleans (Secondary)
- N — Le Meridien New Orleans (Secondary)
- O — Loews New Orleans Hotel (Secondary)
- P — Omni Riverfront Hotel New Orleans (Secondary)
- Q — Renaissance New Orleans Arts Warehouse District Hotel (Secondary)
- R — Roosevelt New Orleans A Waldorf Astoria Hotel (Secondary)
- S — Westin New Orleans (Secondary)

HVS relied on STR data and market research to determine the room count of each hotel. The weighted Competitive Set currently includes 5,589 rooms in primary competitors and 4,604 rooms in secondary competitors, with a weighted room count of 3,119. As shown in the figure below, the total number of primary and weighted secondary competitive rooms is 8,708.

FIGURE 4-2
THE WEIGHTED COMPETITIVE SET AT YEAR-END 2024

Property	Number of Rooms	Competitive Level	Weighted Room Count
Primary Competitive Hotels			
Hilton New Orleans Riverside	1,622	100%	1,622
Hyatt Regency New Orleans	1,193	100%	1,193
Marriott New Orleans	1,333	100%	1,333
New Orleans Marriott Warehouse Arts District	331	100%	331
Sheraton New Orleans	1,110	100%	1,110
Five Primary Competitive Hotels	5,589	100%	5,589
Secondary Competitors			
Courtyard by Marriott New Orleans Downtown/Convention Center	202	70%	141
DoubleTree by Hilton Hotel New Orleans	367	70%	257
Embassy Suites by Hilton New Orleans Convention Center	280	70%	196
Higgins Hotel New Orleans Curio Collection by Hilton	230	80%	184
Hilton Garden Inn New Orleans Convention Center	286	80%	229
Hyatt Place New Orleans Convention Center	172	80%	138
InterContinental New Orleans	484	60%	290
JW Marriott New Orleans	501	60%	301
Le Meridien New Orleans	410	60%	246
Loews New Orleans Hotel	285	60%	171
Omni Riverfront Hotel New Orleans	202	70%	141
Renaissance New Orleans Arts Warehouse District Hotel	219	70%	153
Roosevelt New Orleans A Waldorf Astoria Hotel	504	60%	302
Westin New Orleans	462	80%	370
14 Secondary Competitors Total/Weighted	4,604	68%	3,119
19 Primary & Secondary Competitors Total/Weighted	10,193	85%	8,708

Sources: STR and HVS

The following figure shows the age of Competitive Hotels.

FIGURE 4-3
THE AGE OF COMPETITIVE HOTELS

Property	STR Classification	Years Old	Rooms
Marriott New Orleans	Upper Upscale Class	52.5	1333
Hyatt Regency New Orleans	Upper Upscale Class	48.4	1193
DoubleTree by Hilton Hotel New Orleans	Upscale Class	47.8	367
Hilton New Orleans Riverside	Upper Upscale Class	47.3	1622
Sheraton Hotel New Orleans	Upper Upscale Class	42.5	1110
InterContinental New Orleans	Luxury Class	41.5	484
Westin New Orleans	Upper Upscale Class	40.5	462
JW Marriott New Orleans	Luxury Class	40.5	501
Le Meridien New Orleans	Upper Upscale Class	40.4	410
Embassy Suites by Hilton New Orleans	Upper Upscale Class	39.1	280
Hyatt Place New Orleans Convention Center	Upscale Class	28.7	172
Omni Riverfront Hotel	Upper Upscale Class	28.6	202
Courtyard New Orleans Warehouse Arts District	Upscale Class	26.0	202
Hilton Garden Inn New Orleans Convention Center	Upscale Class	24.2	286
Renaissance New Orleans Arts Warehouse District Hotel	Upper Upscale Class	21.4	219
Loews New Orleans	Luxury Class	21.0	285
Marriott New Orleans Warehouse Arts District	Upper Upscale Class	19.4	331
The Roosevelt New Orleans, A Waldorf Astoria Hotel	Luxury Class	15.4	504
The Higgins Hotel, Curio Collection by Hilton	Upper Upscale Class	5.1	230
	Average Age	33.2	

Sources: STR and HVS

The four largest Competitive Hotels all have over 1,000 rooms and are over 47 years old on average. The Proposed Hotel would offer modern design features and meeting spaces that are unavailable at some Competitive Hotels.

Our survey of the local market shows a range of lodging types and facilities. HVS evaluated all the Competitive Hotels.

Primary Competitors

The primary competitors consist of five hotels with 5,589 rooms. The following figure summarizes the operating performance of the primary competitors for the past two years.

FIGURE 4-4
PERFORMANCE OF THE PRIMARY COMPETITORS

Primary Competitors							
Property	Number of Rooms	Estimated 2023			Estimated 2024		
		Occ.	ADR	RevPAR	Occ.	ADR	RevPAR
Hilton New Orleans Riverside	1,622	65 - 70 %	$200 - $210	$130 - $140	65 - 70 %	$200 - $210	$140 - $150
Hyatt Regency New Orleans	1,193	60 - 65	190 - 200	115 - 120	65 - 70	190 - 200	130 - 140
Marriott New Orleans	1,333	65 - 70	210 - 220	140 - 150	65 - 70	210 - 220	140 - 150
New Orleans Marriott Warehouse Arts District	331	60 - 65	190 - 200	120 - 125	65 - 70	190 - 200	130 - 140
Sheraton New Orleans	1,110	60 - 65	190 - 200	115 - 120	65 - 70	190 - 200	125 - 130
Total	5,589	65%	$200	$129	69%	$203	$140

Sources: STR and HVS

A description of each primary competitor follows.

Hilton New Orleans Riverside
2 Poydras Street
New Orleans, LA

PRIMARY COMPETITOR #1 - HILTON NEW ORLEANS RIVERSIDE



FIGURE 4-5
ESTIMATED HISTORICAL OPERATING STATISTICS

Year	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2022	60 - 65%	$200 - $210	$125 - $130	100 - 110%	100 - 110%
Est. 2023	65 - 70%	$200 - $210	$130 - $140	100 - 110%	100 - 110%
Est. 2024	65 - 70%	$190 - $200	$130 - $140	100 - 110%	90 - 95%

The Hilton New Orleans Riverside is owned by Park Hotels & Resorts and operated by Hilton Worldwide. Facilities and amenities include the casual-dining Drago's restaurant, Le Croissant (serving breakfast), River Blends Café, SPIRITS lounge, Crescent City Marketplace, two outdoor pools, two gift shops, a fitness center, a business center, vending areas, and over 140,000 square feet of meeting space. The hotel was constructed in two separate phases in 1977 and 1983. In 2013, additional meeting space was added to the hotel. This hotel benefits from its large and varied meeting space offering, strong Hilton brand affiliation and popular rewards program, and location proximate to the MCC and the French Quarter. A $25 per day amenity fee is charged, which can be used for food purchases at the property. The hotel is currently undergoing renovations to the rooms.

Hyatt Regency New Orleans
601 Loyola Avenue
New Orleans, LA

PRIMARY COMPETITOR #2 - HYATT REGENCY NEW ORLEANS



FIGURE 4-6
ESTIMATED HISTORICAL OPERATING STATISTIC

Year	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2022	55 - 60%	$190 - $200	$110 - $115	90 - 95%	85 - 90%
Est. 2023	60 - 65%	$190 - $200	$115 - $120	95 - 100%	90 - 95%
Est. 2024	65 - 70%	$190 - $200	$130 - $140	100 - 110%	95 - 100%

The Hyatt Regency is owned by a partnership that includes ERG Enterprises, Gayle Benson's GMB Properties, and The Berger Company, which purchased the hotel in 2019 and is operated by Hyatt Hotels Corporation. Facilities include Vitascope Hall, 8 Block Kitchen 7 Bar, Borgne, Whole Hog Cafe, Lagniappe Exchange, a Starbucks outlet, an outdoor rooftop pool with private cabanas and a bar, a fitness room, a gift shop, a FedEx Office business center, and approximately 200,000 square feet of meeting space. The hotel, which opened in 1976, sustained significant damage due to Hurricane Katrina. During the hurricane, many of the windows in this property's 31-story guestroom tower were broken, allowing rainwater to enter the building and the lack of electricity and air-conditioning, resulting in significant mold damage. The property was closed between September 2005 and October 2011. A $25 per day destination fee is charged, which can be partially applied to certain food and beverage purchases. The property was reopened following a comprehensive renovation that returned the property to nearly new condition.

Marriott New Orleans
555 Canal Street
New Orleans, LA

PRIMARY COMPETITOR #3 - MARRIOTT NEW ORLEANS

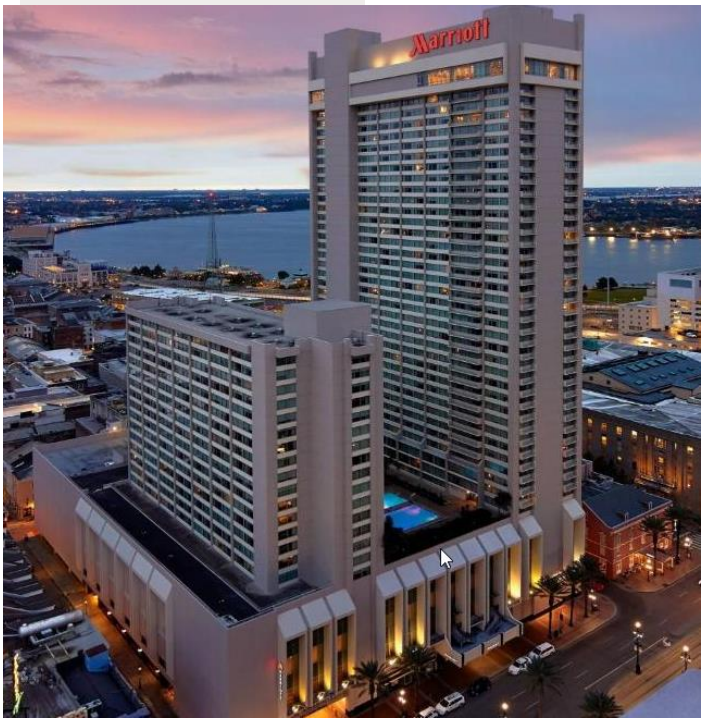


FIGURE 4-7
ESTIMATED HISTORICAL OPERATING STATISTICS

Year	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2022	60 - 65%	$210 - $220	$130 - $140	100 - 110%	100 - 110%
Est. 2023	65 - 70%	$210 - $220	$140 - $150	100 - 110%	100 - 110%
Est. 2024	65 - 70%	$210 - $220	$140 - $150	100 - 110%	100 - 110%

The New Orleans Marriott is owned by Host Hotels & Resorts and is operated by Marriott International. Facilities include 5Fifty5 restaurant, 55 Fahrenheit wine bar, a Starbucks outlet, a poolside gazebo, and approximately 80,000 square feet of meeting space. The hotel also features two swimming pools on the fifth floor, a fitness facility, a retail outlet, and a business center. The hotel, which opened in 1972, has undergone various renovations. A $25 per day destination fee is charged, which can be applied to certain food and beverage purchases. This hotel benefits from its large meeting space offering, strong Marriott brand affiliation, and location on Canal Street, adjacent to the French Quarter.

New Orleans Marriott Warehouse Arts District
859 Convention Center Boulevard
New Orleans, LA

PRIMARY COMPETITOR #4 - NEW ORLEANS MARRIOTT WAREHOUSE ARTS DISTRICT



FIGURE 4-8
ESTIMATED HISTORICAL OPERATING STATISTICS

Year	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2022	55 - 60%	$190 - $200	$115 - $120	95 - 100%	90 - 95%
Est. 2023	60 - 65%	$190 - $200	$120 - $125	100 - 110%	95 - 100%
Est. 2024	65 - 70%	$190 - $200	$130 - $140	95 - 100%	90 - 95%

The New Orleans Marriott Warehouse Arts District benefits from its location along Convention Center Boulevard, directly across from the MCC. A $25 per day destination fee is charged, which can be applied to certain food and beverage purchases. In early 2022, the hotel unveiled a multimillion-dollar renovation that included updates to the guestrooms and meeting space, the reconfiguration of the lobby into Marriott's Greatroom concept, and a new M Club.

Sheraton New Orleans
500 Canal Street
New Orleans, LA

PRIMARY COMPETITOR #5



FIGURE 4-9
ESTIMATED HISTORICAL OPERATING STATISTICS

Year	Occupancy	Average Rate	RevPAR	Occupancy Penetration	Yield Penetration
Est. 2022	55 - 60%	$190 - $200	$110 - $115	90 - 95%	85 - 90%
Est. 2023	60 - 65%	$190 - $200	$115 - $120	95 - 100%	90 - 95%
Est. 2024	65 - 70%	$190 - $200	$125 - $130	95 - 100%	90 - 95%

The Sheraton New Orleans is co-owned in a joint venture by affiliates of life insurance company MetLife Inc. and Marriott International and is operated by Starwood Hotels & Resorts. Facilities include Roux Bistro, the Pelican Bar, a Starbucks outlet, a business center, an outdoor pool, a fitness center, and 105,700 square feet of meeting space. The hotel opened in 1982 and underwent a comprehensive $50-million renovation in 2013. This renovation included a completely refreshed lobby and Link@Sheraton center, a new fitness center, updated guestroom softgoods, and refurbished meeting spaces. A $25 per day destination fee is charged, which can be applied to certain food and beverage purchases. This hotel benefits from its large meeting space offering, strong Starwood brand affiliation, and location on Canal Street, proximate to the French Quarter.

HVS ranked the primary competitors and the Proposed Hotel on four criteria related to the property's attractiveness to potential customers.

1. Access – the ease with which customers can gain vehicular or pedestrian access to the property. Simple and direct access routes are rated higher than more complicated routes.
2. Visibility is particularly important to hotels that attract walk-in customers without prior reservations. Signage and building facades typically provide visibility.
3. Neighborhood – means the quality of the surrounding neighborhood, the compatibility of adjacent land uses, and the perceived safety of the neighborhood.
4. Physical condition refers to the physical state of the hotel. HVS rated each hotel's physical condition compared to other hotels of a similar scale or class.

Each criterion was rated from one to five, with one indicating extremely poor compliance with the criteria and five meaning excellent compliance. The following figure summarizes the results of the rankings for each criterion and shows an aggregate rating that is the average of all criteria.

FIGURE 4-10
RANK OF PRIMARY COMPETITORS ON CUSTOMER SELECTION CRITERIA*

Access	Access	Visibility	Neighbor-hood	Physical Condition	Aggregate Rating
Proposed Hotel	**4**	**3**	**5**	**5**	**4.25**
New Orleans Marriott Warehouse Arts District	4	3	4	5	4.00
Sheraton New Orleans	4	4	4	3	3.75
Marriott New Orleans	4	4	4	3	3.75
Hyatt Regency New Orleans	4	3	4	3	3.50
Hilton New Orleans Riverside	4	3	4	3	3.50

*Ranked on a Scale of 1 to 5 where: 1 = Very Poor, 2 = Poor, 3 = Average, 4 = Good, 5 = Excellent

Based on customer selection criteria, the Proposed Hotel ranks superior or equal to all primary competitors. The Proposed Hotel ranks well on physical condition due to new construction. The Proposed Hotel would have superior physical conditions due to the brand requirements of a full-service hotel in the Upper Upscale Class.

Secondary Competitors

HVS reviewed other area lodging facilities to determine whether they would compete with the Proposed Hotel on a secondary basis. The room count of each secondary competitor has been weighted based on its assumed degree of competitiveness with the Proposed Hotel in the future. By assigning degrees of competitiveness, HVS can assess how the Proposed Hotel and its future competitors may react to various changes in the

market. These changes include changes to demand generators, new supply, renovations, and brand or franchise changes to existing supply.

HVS identified 14 hotels with 4,604 rooms and a weighted room count of 3,119 that would compete with the Proposed Hotel on a secondary basis. The following figure sets forth the pertinent operating characteristics of the secondary competitors.

FIGURE 4-11
RECENT PERFORMANCE OF THE SECONDARY COMPETITIVE SET

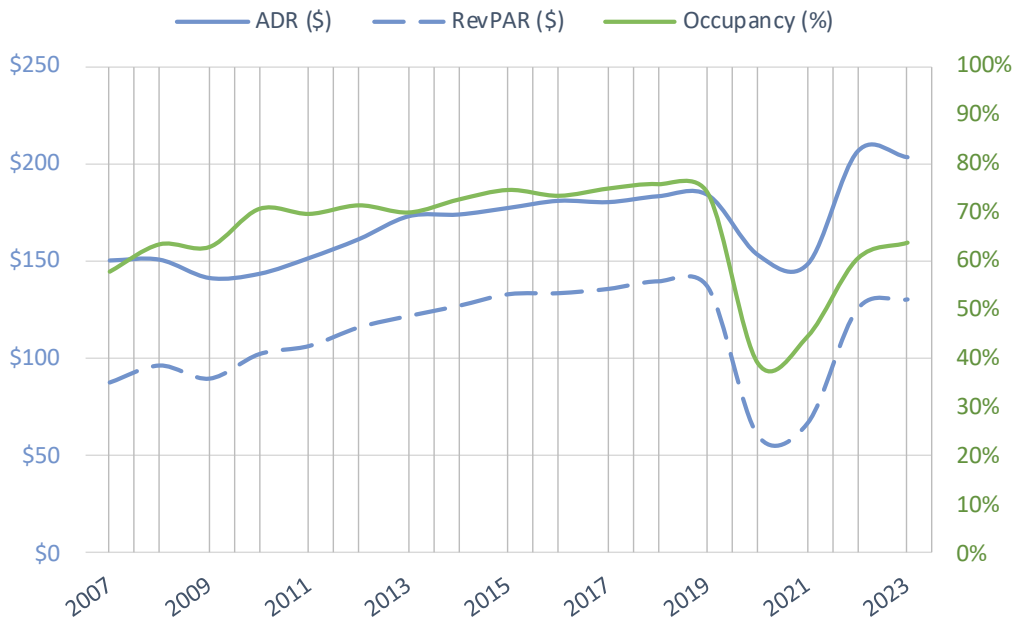
Secondary Competitors						
Property	Number of Rooms	Competitive Weight	Weighted Rooms	Estimated 2024		
				% Occupancy	ADR	RevPAR
Courtyard by Marriott New Orleans	202	70%	141	65 - 70	$170 - $180	$115 - $120
DoubleTree by Hilton Hotel New	367	70%	257	75 - 80	190 - 200	140 - 150
Embassy Suites by Hilton New	280	70%	196	60 - 65	200 - 210	130 - 140
Higgins Hotel New Orleans Curio	230	80%	184	65 - 70	200 - 210	140 - 150
Hilton Garden Inn New Orleans	286	80%	229	60 - 65	180 - 190	120 - 125
Hyatt Place New Orleans Convention	172	80%	138	60 - 65	180 - 190	115 - 120
InterContinental New Orleans	484	60%	290	60 - 65	200 - 210	120 - 125
JW Marriott New Orleans	501	60%	301	65 - 70	240 - 250	160 - 170
Le Meridien New Orleans	410	60%	246	60 - 65	180 - 190	110 - 115
Loews New Orleans Hotel	285	60%	171	60 - 65	210 - 220	130 - 140
Omni Riverfront Hotel New Orleans	202	70%	141	55 - 60	190 - 200	110 - 115
Renaissance New Orleans Arts	219	70%	153	65 - 70	180 - 190	120 - 125
Roosevelt New Orleans A Waldorf	504	60%	302	60 - 65	300 - 325	190 - 200
Westin New Orleans	462	80%	370	60 - 65	200 - 210	120 - 125
Totals/Averages	4,604	68%	3,119	65%	$211	$136

Historical Market Performance

STR data has certain limitations. Hotels are occasionally added to or removed from the sample, and not every property reports data consistently and promptly. These factors can influence the overall quality of the information. These inconsistencies may also cause the STR data to differ from the results of our competitive survey. Nonetheless, STR data provide the best indication of aggregate growth or decline in existing supply and demand. Thus, our analysis considers these trends.

The following figure shows the aggregate historical performance of the Competitive Hotels, including the occupancy rates, ADR, and RevPAR.

FIGURE 4-12
COMPETITIVE HOTELS
HISTORICAL OCCUPANCY, ADR, AND REVPAR



Sources: STR and HVS

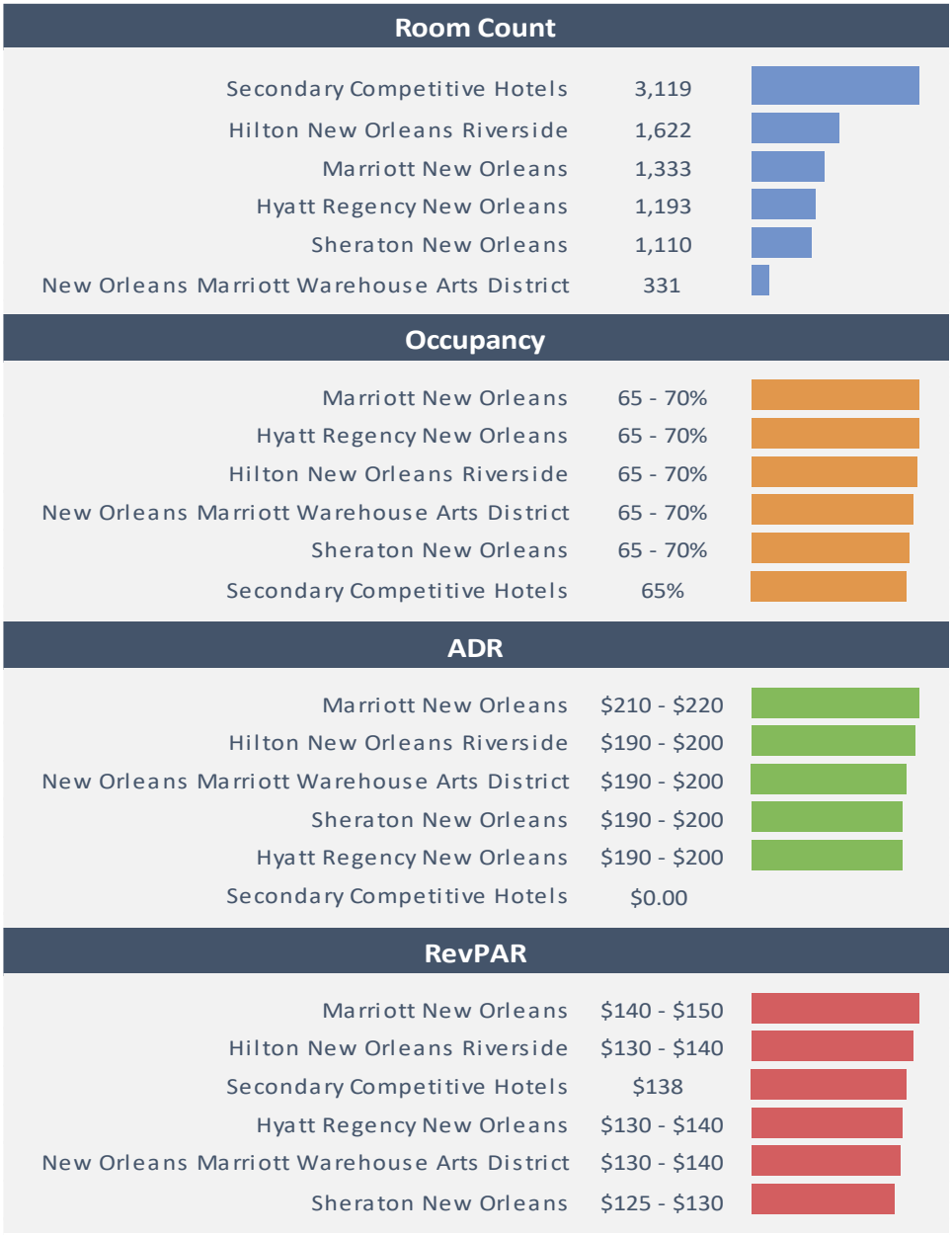
Occupancy rates from 2007 through 2023 have ranged from a low of 39% to a high of 76%, with an average occupancy rate of 67%. The occupancy rate decreased in 2020 to 45% due to the negative impact of the COVID-19 pandemic. Occupancy recovered to 45% in 2021, 61% in 2022, and then increased to 64% in 2023.

Average rates have fluctuated from a low of $142 to a high of $207 from 2007 to 2023. The Competitive Hotel's average daily rate decreased to $203.57 in 2023 from $206.59 in 2022.

Historical Supply and Demand Data

Since 2024 was the most recent complete year of available data at the time of this study, HVS used it as the base year of our analysis. Performance analyses include guest room count, occupancy rate, average daily room rate ("ADR"), and revenue per available room ("RevPAR"). RevPAR, a common hotel industry performance metric, is the product of occupancy rate and ADR. The following figure summarizes aggregate Competitive Set performance in the base year.

FIGURE 4-13
PERFORMANCE OF THE PRIMARY AND WEIGHTED SECONDARY COMPETITORS



Sources: STR and HVS

The following figure shows occupancy and average daily room rates year-to-date through November compared to the prior year for Competitive Hotels.

FIGURE 4-14
COMPETITIVE HOTELS
CURRENT YEAR UNWEIGHTED DEMAND, OCCUPANCY, ADR, AND REVPAR

Metric	Year-to-Date Through November		Percent Change
	2023	2024	
Available Room Nights	3,404,462	3,404,462	0.0%
Room Night Demand	2,188,832	2,297,432	5.0%
Occupancy	64.3%	67.5%	5.0%
ADR	$205	$208	1.6%
RevPAR (Occ. * ADR)	$132	$140	6.7%

Source: STR

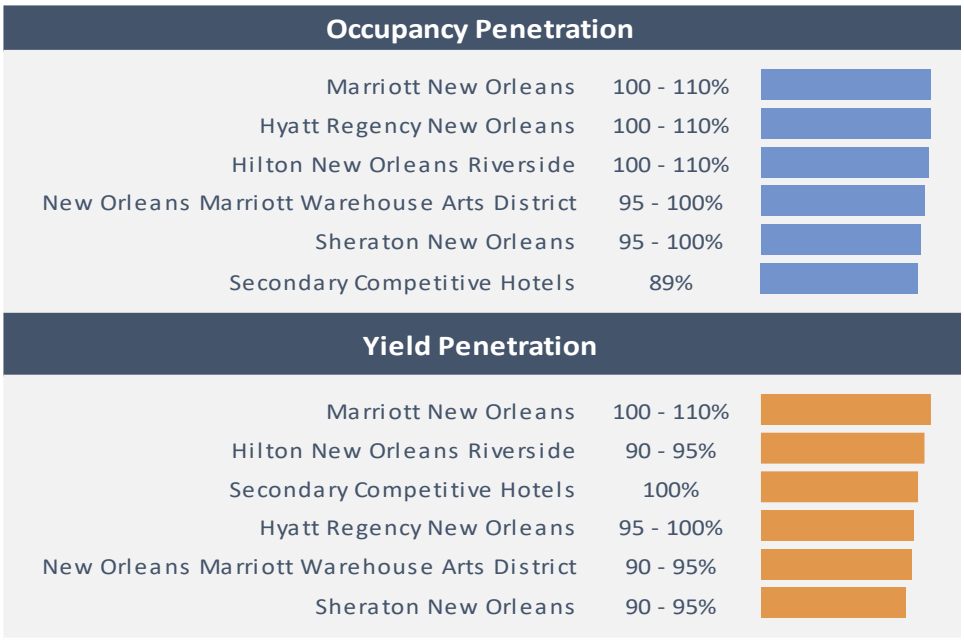
The Competitive Hotels' occupancy and ADR increased from 2023 levels for the same period, resulting in a higher RevPAR, occupancy, and yield penetration.

Occupancy and Yield Penetration

Market penetration measures how an individual hotel property performs compared to the market. A penetration factor greater than 100% indicates a property performs better than the market. In contrast, a penetration factor of less than 100% indicates that a property is underperforming in the market.

Occupancy penetration is the occupancy of the hotel divided by the market occupancy. A higher occupancy penetration indicates that the hotel is capturing a greater share of the market demand compared to its competitors. Yield penetration is the RevPAR of a hotel divided by the RevPAR of the market. A higher yield penetration indicates that the hotel generates more revenue per available room than its competitors. The following figure shows the occupancy and yield penetrations of the hotels in the Competitive Set.

FIGURE 4-15
COMPETITIVE HOTEL'S OCCUPANCY AND YIELD PENETRATION IN 2024

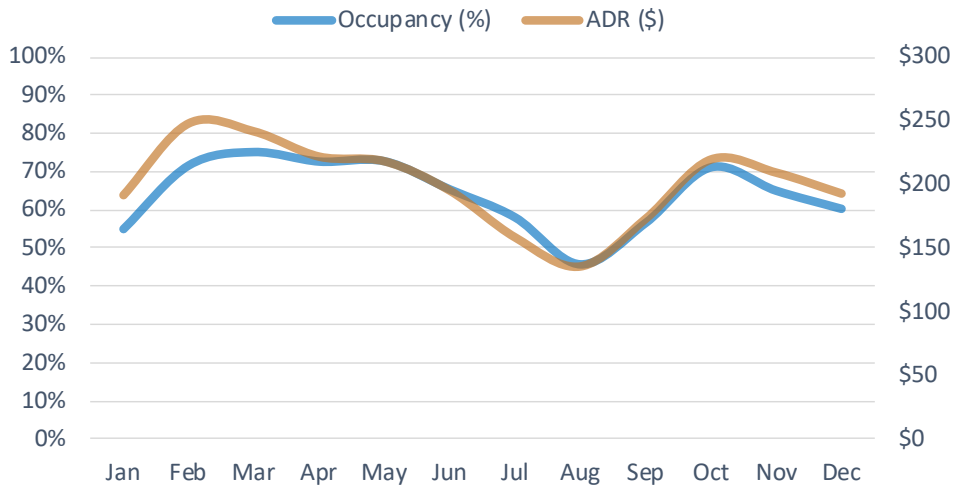


Sources: STR and HVS

Seasonality

The Competitive Hotels show significant seasonal variation, as shown in the figure below. February displays the highest ADR, indicating that hotels in the Competitive Set can command higher rates during this period. March has the highest occupancy, suggesting that hotel room demand is particularly strong this month. With the lowest ADR and occupancy in August, hotels in the Competitive Set struggle to attract guests during this period. They must adjust their pricing strategies or implement other promotional efforts to boost demand.

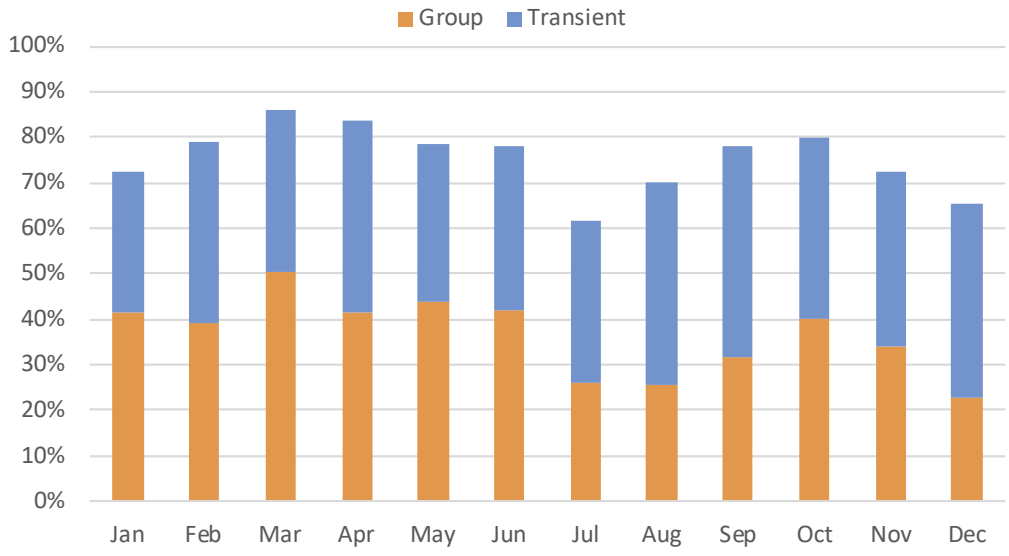
FIGURE 4-16
SEASONALITY OF THE UNWEIGHTED COMPETITIVE SET IN 2023



Source: STR

The following figure shows the monthly breakdown of demand by market segments for the Competitive Hotels.

FIGURE 4-17
2023 MONTHLY DEMAND BY MARKET SEGMENT FOR THE UNWEIGHTED COMPETITIVE SET



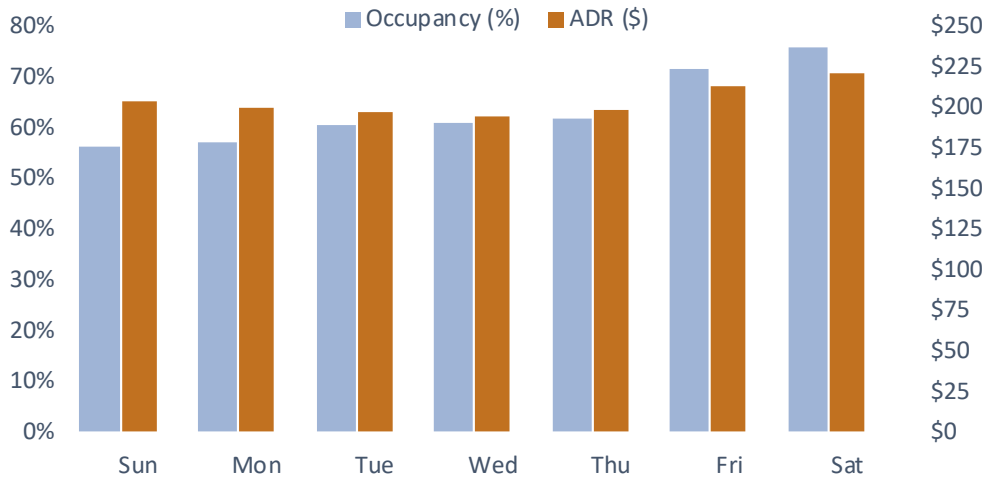
Source: STR

Group demand was the highest in March and the lowest in December.

Weekly Patterns of Lodging Demand

A review of the trends in occupancy and average rate by the night of the week over the past three years provides some insight into the impact of the current economic conditions on the competitive lodging market. The figure below shows the data provided by STR.

FIGURE 4-18
OCCUPANCY & AVERAGE RATE BY DAY OF WEEK
(AVERAGE OVER LAST 3 YEARS ENDING NOV 2024)



Source: STR

Understanding the demand patterns of different types of travelers is an important consideration when forecasting the financial performance of the Proposed Hotel. The Competitive Hotels report strong demand on Saturdays and Sundays due to high leisure demand. Over the last three years, Saturday nights generated a peak average occupancy rate of 76%, and Saturday nights generated a peak ADR of $222, indicating that Competitive Hotels can attract a significant number of leisure travelers and groups on weekends.

The following figure shows the daily and monthly occupancy rates. Green-shaded areas indicate above-average occupancy rates, and red-shaded areas indicate below-average occupancy rates.

FIGURE 4-19
DAY-OF-WEEK OCCUPANCY BY MONTH

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Month
Dec - 23	58.6%	49.3%	54.6%	56.7%	52.4%	66.8%	77.2%	60.2%
Jan - 24	49.7%	62.4%	61.2%	60.0%	59.3%	71.6%	76.2%	62.8%
Feb - 24	64.2%	74.2%	78.9%	71.0%	66.8%	79.6%	81.9%	73.6%
Mar - 24	64.1%	79.7%	82.4%	75.5%	73.5%	82.1%	87.3%	77.8%
Apr - 24	57.0%	63.0%	71.1%	79.2%	75.1%	86.0%	82.4%	73.0%
May - 24	68.8%	73.9%	80.5%	75.0%	66.5%	73.4%	82.9%	74.2%
Jun - 24	47.5%	59.9%	65.6%	57.2%	52.9%	55.4%	61.9%	57.1%
Jul - 24	56.0%	48.1%	55.1%	60.2%	75.7%	81.3%	76.9%	63.8%
Aug - 24	55.3%	60.6%	61.7%	61.2%	53.0%	60.1%	69.4%	60.3%
Sep - 24	53.6%	47.8%	52.8%	53.2%	58.4%	66.2%	75.5%	57.7%
Oct - 24	77.5%	75.5%	76.2%	67.0%	70.3%	76.8%	86.7%	75.3%
Nov - 24	51.2%	48.2%	58.6%	66.6%	71.3%	81.4%	84.3%	67.1%
Average	58.4%	61.3%	66.5%	65.3%	64.6%	73.3%	78.3%	66.9%

Minimum 47.5% Average 67.0% Max 87.3%

Source: STR

The Competitive Hotels exhibit definite seasonal demand patterns, with lower demand during the winter and summer and higher demand in the spring and fall. In terms of weekly demand patterns, there is a high demand on the weekends, moderate demand on midweek, and lower demand on Sunday. The occupancy rate on Friday and Saturday exceeds 80%, approximately 42% of the time. During the week, the occupancy rate for Tuesday exceeded 80%, approximately 16.7% of the time. March had the highest monthly occupancy at 77.8%.

Understanding weekly and monthly patterns in ADR is an important consideration when forecasting the ADR of the Proposed Hotel. Competitive Hotels' historical data can provide insights into ADR's seasonal and weekly patterns, as shown in the figure below.

FIGURE 4-20
DAY-OF-WEEK AVERAGE RATE BY MONTH

Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total Month
Dec - 23	$230	$166	$168	$172	$166	$195	$215	$192
Jan - 24	182	244	202	192	187	187	193	200
Feb - 24	254	233	230	217	223	262	272	241
Mar - 24	210	235	233	220	210	214	237	223
Apr - 24	209	217	217	226	225	237	233	224
May - 24	219	222	226	220	214	213	226	220
Jun - 24	172	181	184	176	166	156	165	171
Jul - 24	187	152	154	158	188	204	204	179
Aug - 24	138	139	141	139	138	141	140	140
Sep - 24	172	176	183	175	182	183	188	180
Oct - 24	262	243	241	231	238	312	320	263
Nov - 24	184	194	214	221	215	222	223	214
Average	205	205	203	198	199	213	219	207

Minimum $138 Average $203 Max $320

Source: STR

October had the highest monthly ADR at an average of $263, while August had the lowest at $140. Saturday generated the highest weekly average ADR at $219 due to high leisure demand, and Wednesday generated the lowest at $198,

Demand

The following figure presents data on the performance of the weighted Competitive Set. HVS estimated performance results and weighted data on secondary competitors. In this respect, this information differs from the previously presented STR data.

FIGURE 4-21
WEIGHTED COMPETITIVE SET RECENT MARKET PERFORMANCE

Year	Room Night Supply	Room Night Demand	Occupancy	Competitive Hotels ADR	Competitive Hotels RevPAR
2022	3,179,000	1,935,000	60.9%	$204.73	$124.66
2023	3,179,000	2,022,000	63.6%	203.08	129.17
2024	3,179,000	2,139,000	67.3%	205.76	138.45
Percent Change					
2022 to 2023	0.0%	4.5%	4.5%	-0.8%	3.6%
2023 to 2024	0.0%	5.8%	5.8%	1.3%	7.2%
2022 to 2024	0.0%	10.5%	10.5%	0.5%	11.1%

Since 2022, accommodated room nights have increased by 10.5%, while available room nights have remained flat.

In 2024, room night demand rose, and available room nights stayed the same, causing occupancy to increase to 67.3%.

Demand Analysis Using Market Segmentation

The purpose of segmenting the lodging market is to define each major type of demand, identify customer characteristics, and estimate future growth trends. For the demand analysis, the overall market is divided into three segments based on the nature of travel. Based on our knowledge of the local lodging market, HVS estimated the 2024 accommodated room night demand distribution, as shown in the figure below.

FIGURE 4-22
WEIGHTED COMPETITIVE HOTELS
ACCOMMODATED ROOM NIGHT DEMAND

Market Segment	Room Nights	Percent of Total Demand
Meeting and Group	1,290,807	60%
Leisure	521,398	24%
Commercial	326,772	15%
Total	2,138,977	100%

Meeting and Group demand is the largest market segment, generating 60% of total room night demand.

Commercial Demand

Commercial demand represents 15% of the total demand in Competitive Hotels. It consists mainly of individual businesspeople passing through the local market or visiting area businesses, as well as high-volume corporate accounts of local firms. Factors such as brand loyalty, location, and convenience concerning businesses and amenities can influence lodging choices in this segment. Companies typically designate hotels as "preferred" accommodations in return for more favorable rates. Commercial demand is strongest from Monday through Thursday nights, declines significantly on Friday and Saturday, and increases somewhat on Sunday night. While commercial travel is relatively constant throughout the year, there may be declines in late December and other holidays. There may be some unaccommodated commercial demand in markets where weekday occupancy often exceeds 90%.

The commercial market consists of business travelers visiting numerous organizations in New Orleans. Large firms that generate lodging demand include Ochsner Health, Gulf Coast Bank & Trust, and Entergy. Industries with a significant presence in the City include oil and gas, transportation, and healthcare. In recent years, the city's medical and research institutions began to generate more commercial demand. Government travelers are also

included in this market segment. Commercial demand in New Orleans is strongest from Monday through Thursday nights, and the City's hotels typically accommodate a fair amount of commercial demand on these nights. The diversity and depth of companies in the area should provide stability over the long term as the U.S. economy continues to improve. Increases in room night demand were bolstered by the openings of the University Medical Center and VA Medical Center beginning in 2015, as new corporate accounts and individual business travelers directly associated with each facility entered the market.

Meeting and Group Demand

Meeting and group demand represents 60% of the total demand in Competitive Hotels and includes various gatherings such as meetings, seminars, conventions, and trade shows of ten or more people. Peak convention demand typically occurs in the spring and fall. Corporate groups, associations, and SMERFE (Social, Military, Educational, Religious, Fraternal, Ethnic) groups are the primary categories considered in this analysis. Corporate groups usually meet during the business week, most commonly in the spring and fall, and generate higher rates and ancillary revenues such as food, beverage, and banquet. SMERFE groups, on the other hand, tend to be price-sensitive and meet on weekends or during the summer or holiday season, generating limited ancillary revenues. Associations' profiles and revenue potential vary depending on the group and the purpose of their meeting or event. Understanding the characteristics of each group is essential for hotels to effectively market to potential customers and meet their needs in the meeting and group segment.

Various factors related to group demand were considered in developing growth rates for the meeting and group demand segment. These include the market's local corporate sources that generate some group business and companies that create commercial demand and generate meeting and group demand through training activities and corporate social events. High school and collegiate sports teams, SMERFE groups, and social events such as weddings and family reunions contribute to this demand segment.

The meeting and group segment includes significant room-night contributions from citywide conventions held at the MCC. In addition, the area's educational and medical facilities, such as Tulane University, Xavier University of Louisiana, Loyola University, and the BioDistrict, also generate meeting and group demand for area hotels. However, this type of demand was almost non-existent in 2020 and early 2021 due to the COVID-19 pandemic. Demand within this segment rebounded notably in 2022, but a slower convention schedule in 2023 slowed this segment's growth; further improvement is anticipated through 2026.

Leisure Demand

Leisure demand represents 24% of total demand in Competitive Hotels, generated from individuals and families spending time in an area or passing through to other destinations for sightseeing, recreation, or visiting friends and relatives. Room nights booked through Internet sites such as Expedia, Hotels.com, and Priceline also contribute to leisure

demand, although leisure may not be the primary purpose of the stay. Leisure demand is strongest on Friday and Saturday nights and all week during holidays and the spring months. The future leisure demand depends on the region's and nation's overall economic health, with trends in state and regional unemployment and disposable personal income strongly correlating with leisure travel levels.

The typical length of stay for leisure demand ranges from one to four days, depending on the destination and travel purpose. Occupancy generally ranges from 1.8 to 2.5 people per room, with families often traveling together. The level of price sensitivity in this segment varies depending on the product type. All-suite properties with inclusive food and beverage tend to command higher leisure room rates, while highway properties with limited amenities typically offer more discounted leisure room rates.

Transient demand for this New Orleans market is generated primarily by various leisure attractions, including the historic French Quarter, and major events, such as Mardi Gras and the New Orleans Jazz & Heritage Festival, supported by commercial demand from firms located in New Orleans. In addition to annual festivals, major sporting events drive leisure demand; in recent years, the city's medical and research institutions have also begun to generate more commercial demand. Transient demand declined significantly in 2020; mask regulations and proof-of-vaccination requirements in New Orleans were stricter than in the rest of the South, limiting the return of pent-up transient demand in 2021 and early 2022. Precautions were lifted in late March 2022, allowing further recovery and a strong rebound by year-end 2022, which continued into 2023 and 2024. We expect demand within this segment to increase slightly by the stabilized year given the continued ramp-up of hotels that opened amid the pandemic; an increase in major events like three nights of Taylor Swift concerts and the Super Bowl are expected to support leisure travel as well.

Summary of the Competitive Properties

The following figure summarizes the historical performance of the Competitive Set.

FIGURE 4-23
UNWEIGHTED COMPETITIVE HOTELS' HISTORICAL SUPPLY, DEMAND, OCCUPANCY, ADR, AND REVPAR

Year	Available Room Nights	Annual Change	Occupied Room Nights	Annual Change	% Occ	Annual Change	ADR	Annual Change	RevPAR	Annual Change
2011*	3,326,381		2,323,926		69.9%		$152		$106	
2012	3,653,893		2,617,049		71.6%		162		116	
2013	3,653,316		2,563,081		70.2%		173		122	
2014	3,653,955		2,660,888		72.8%		174		127	
2015	3,657,033		2,735,244		74.8%		178		133	
2016	3,659,490		2,692,989		73.6%		181		133	
2017	3,651,210		2,741,465		75.1%		181		136	
2018	3,626,640		2,755,676		76.0%		184		139	
2019	3,646,020		2,698,531		74.0%		184		136	
2020	2,987,258		1,167,178		39.1%		153		60	
2021	3,646,939		1,629,527		44.7%		149		67	
2022	3,720,445		2,257,068		60.7%		207		125	
2023	3,720,445		2,378,923		63.9%		204		130	
Compound Annual Growth Rate										
2011-2023		0.9%		0.2%		-0.7%		2.5%		1.7%
2011-2019		1.2%		1.9%		0.7%		2.4%		3.2%

* Hyatt Regency New Orleans reopens with almost 1,200 rooms

Source: STR

Supply did not grow significantly until the Hyatt Regency reopened in late 2011. Room night demand grew in 2011 as the market recovered from the recession, then spiked again in 2012 when the Hyatt Regency induced new demand. This is an example of how a meeting and group-oriented full-service property can attract substantial new demand to a market. Since 2013, occupancy has grown, reaching a peak of 76% in 2018, well above the long-term historical average. In response to higher demand, hotels increased room rates through 2018. ADR remained flat in 2019. The lack of ADR growth in 2019 may reflect the impact of growth in short-term rentals that siphon room demand from hotels during peak months. The COVID-19 pandemic negatively impacted ADR and occupancy in 2020. Demand started to recover in 2021 and ADR in 2022, reaching a new all-time high. Room night demand increased in 2023, but ADR modestly decreased.

The historical market is the basis for projecting the performance of the market and the Proposed Hotel.

Projecting the Performance of the Local Market

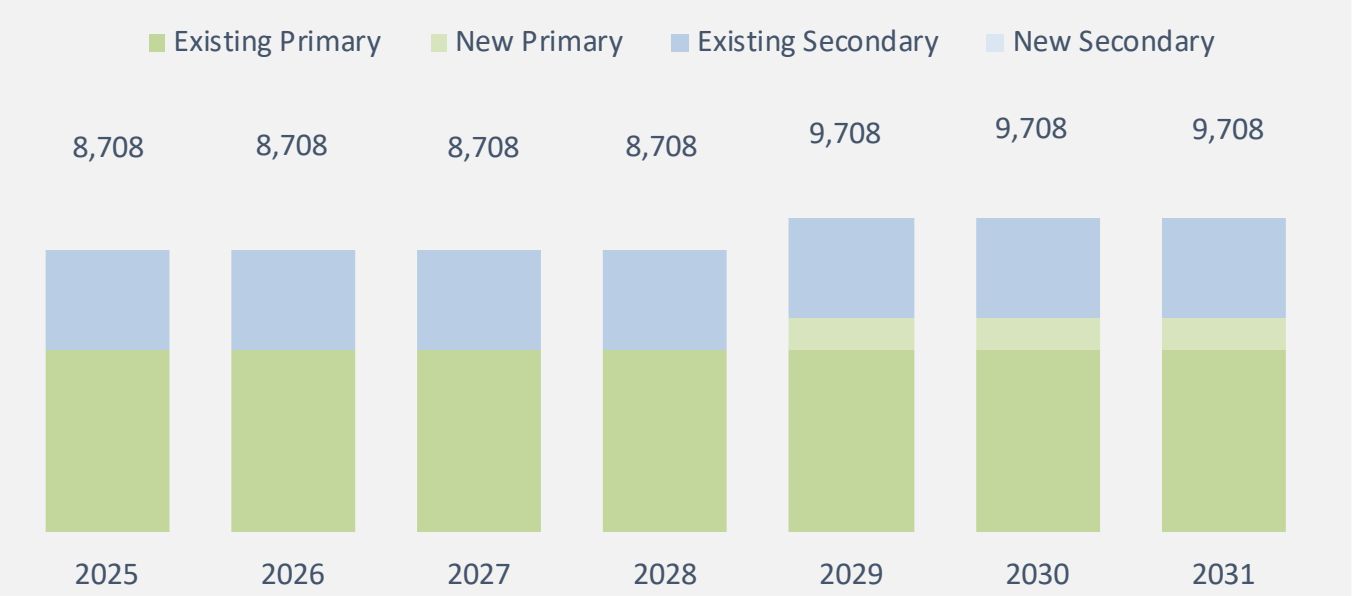
Historical data and market interviews provided an understanding of the condition and recent changes in Competitive Hotels and the overall market. HVS projected market performance over the next ten years for the following factors:

- Changes in supply,
- Base growth in room night demand,
- Unaccommodated demand, and
- Induced demand.

Supply Changes

New hotels or the closing of an existing hotel may affect the Proposed Hotel's operating performance. Based on our research and inspection (as applicable), the following figure presents the new supply considered in our analysis.

FIGURE 4-24
ROOM SUPPLY PROJECTIONS
(WEIGHTED DAILY ROOM COUNTS)



The figure below summarizes our assumptions regarding the new supply.

FIGURE 4-25
NEW SUPPLY

Year	Proposed Hotels	Proposed Rooms	Competitive Weight	Weighted Room Count	Cumulative Weighted Room Count
2029	Proposed Headquarters Hotel	1,000	100%	1,000	

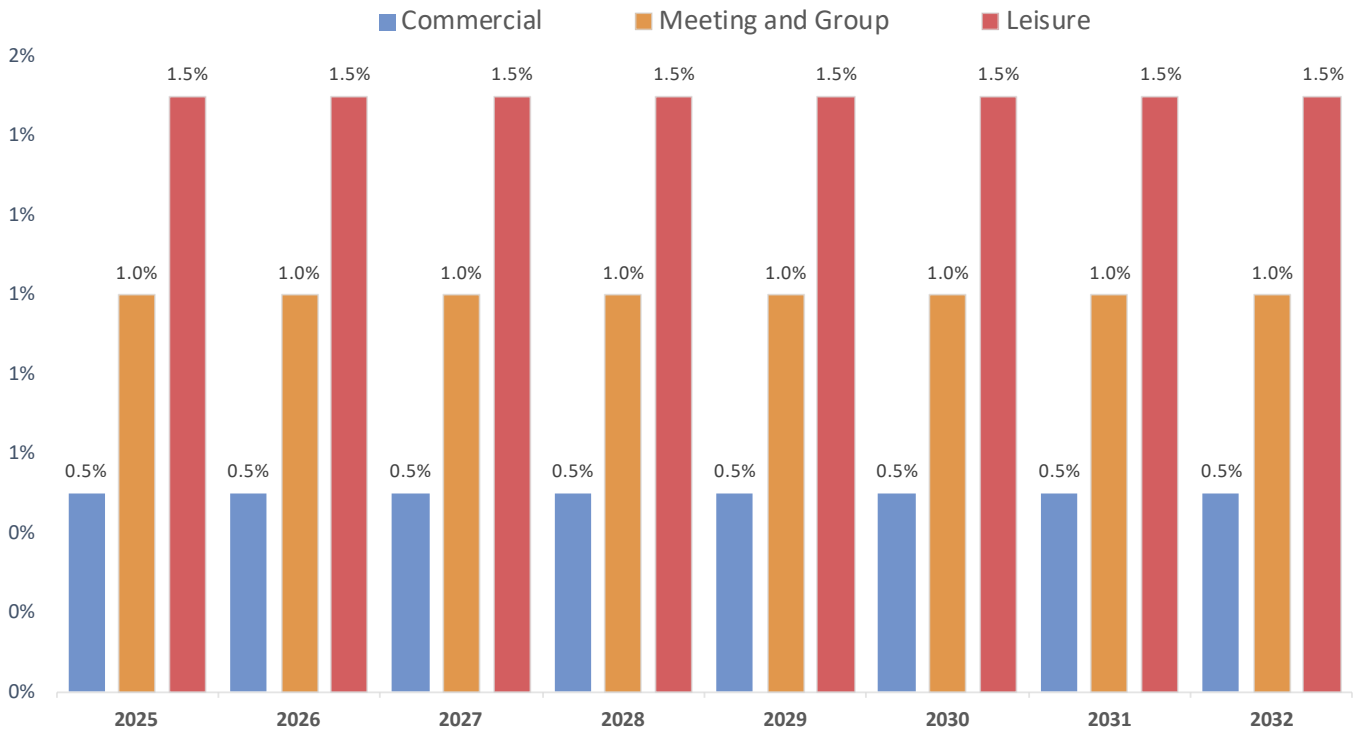
While HVS has taken reasonable steps to investigate proposed hotel projects and their status, it is impossible to determine with certainty every hotel that will open in the future due to the nature of real estate development. Future improvement in market conditions would raise the risk of increased competition, and our forecasts reflect this risk.

Estimated Demand Growth by Market Segment

HVS applies growth rates to each demand segment to determine the level of future demand. We based demand growth rate estimates on interviews with hotel managers, assessment of occupancy trends, economic and demographic data, and identification of demand generators.

The following figure shows the estimated change in demand by market segment through demand stabilization.

FIGURE 4-26
ESTIMATED ANNUAL BASE CHANGE BY MARKET SEGMENTS



Room night demand in the New Orleans market is expected to continue its recovery in 2025, driven by increased economic growth and pent-up meeting and group and leisure travel demand following the COVID-19 pandemic. Base demand growth is expected to increase at a lower level starting in 2025 due to the market's recovery from the COVID-19 pandemic. The total forecasted change in room night demand includes latent demand, which refers to demand that has not yet been realized but is likely to materialize in the future, which will be discussed next.

Latent Demand

Latent demand reflects potential room night demand that the existing competitive supply has not realized. Unaccommodated demand and induced demand make up latent demand.

Unaccommodated Demand

Unaccommodated demand refers to individuals who cannot secure the desired lodging in the Competitive Set due to a lack of available supply. They may defer their trips, settle for less desirable accommodations, or stay in properties other than Competitive Set. This demand is not included in the historic accommodated room night demand estimate, as it did not yield occupied room nights. However, it is crucial to quantify unaccommodated

demand when forecasting future growth opportunities, especially if additional lodging facilities are expected to enter the market.

FIGURE 4-27
UNACCOMMODATED DEMAND

Market Segment	Total Room Nights	Unaccommodated	
		% of Total	Room Nights
Leisure	521,398	0.5%	2,600
Meeting and Group	1,290,807	0.0%	400
Total	1,812,205	0.1%	3,000

HVS estimated that unaccommodated demand was equivalent to 0.1% of the base-year demand, resulting from our monthly and weekly peak demand and sell-out trends analysis. Unaccommodated demand is primarily on the March, April, and October weekends.

Induced Demand

Induced demand refers to the additional room nights attracted or removed from the market due to the introduction or removal of demand generators. Situations that can result in induced demand include the opening or closing of a manufacturing plant, the opening, closing, or expansion of a convention center, or the addition or closing of a hotel with a distinct chain affiliation or unique facilities.

The following figure shows the estimated induced demand for room nights that would enter the Competitive Set over a four-year ramp-up period.

FIGURE 4-28
TIMING OF INDUCED DEMAND

Year	Meeting and Group	Total Induced Room Nights
2029	87,900	87,900
2030	100,000	100,000
2031	122,000	122,000
2032	128,000	128,000
2033	128,000	128,000

The opening of the Proposed Hotel and the planned upgrades to the MCC will induce approximately 109,000 room nights of demand, with 90% (98,000 room nights) being induced into the Competitive Hotels, with the remainder going to other hotels in the market. The meeting space in the Proposed Hotel will induce an additional 30,000 room

nights. A total of 128,000 room nights will be induced into the competitive hotel market, which includes the Competitive Hotels and the Proposed Hotel.

Accommodated Demand and Market-wide Projected Occupancy

Four variables make up accommodated demand: 1) base demand—sources currently generating room nights, 2) previously unaccommodated demand absorbed due to growth in room supply, and 3) induced demand new to the market. These estimates are adjusted by 4) residual demand—the estimated number of room nights not accommodated due to supply constraints. The following figure breaks down room night demand by these sources, including the total number of occupied room nights and any residual unaccommodated demand in the market.

FIGURE 4-29
ANNUAL ROOM NIGHT DEMAND BY SOURCE FOR THE COMPETITIVE HOTELS

Source	2024	2025	2026	2027	2028	2029	2030	2031	2032
Base Accommodated	2,139,000	2,161,000	2,184,000	2,207,000	2,230,000	2,253,000	2,277,000	2,301,000	2,325,000
Previously Unaccommodated	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Induced	0	0	0	0	0	88,000	100,000	122,000	128,000
Total Available Demand	2,142,000	2,164,000	2,187,000	2,210,000	2,233,000	2,344,000	2,380,000	2,426,000	2,456,000
(Less Residual Demand)	(3,000)	(3,000)	(3,000)	0	0	0	0	0	0
Total Accommodated Demand	2,139,000	2,161,000	2,184,000	2,210,000	2,233,000	2,344,000	2,380,000	2,426,000	2,456,000
Accommodated Demand Change		1.0%	1.0%	1.2%	1.0%	5.0%	1.5%	1.9%	1.2%
Available Room Night Change		0.0%	0.0%	0.0%	0.0%	11.5%	0.0%	0.0%	0.0%
Occupancy		68%	69%	70%	70%	66%	67%	68%	69%

Over the projection period, which ends in the first stabilized year, 2032, room night demand is estimated to grow at a compound average annual rate of 1.8%. HVS used these demand projections to forecast the Proposed Hotel's occupancy and average rate.

Conclusion

The projected growth in room night demand within Competitive Hotels provides the foundation for developing additional hotel rooms. The Proposed Hotel would enter the Competitive Set and claim a portion of the room night demand. Once the Proposed Hotel has stabilized in the market, the growth in both demand and supply will be balanced, resulting in little change in occupancy rates. In the next section, the Proposed Hotel will be positioned by market demand segments to determine the stabilized occupancy rate, and ADR will be positioned against the Competitive Hotels.

5. Projection of Occupancy and Average Rate

Along with ADR, the occupancy levels achieved by the Proposed Hotel would be the foundation of the property's financial performance. To a certain degree, management can manipulate the level of occupancy. For example, hotel operators may choose to lower rates to maximize occupancy. Our forecasts reflect an operating strategy that HVS believes would be implemented by a typical professional hotel management team to achieve the optimal occupancy and average rate mix.

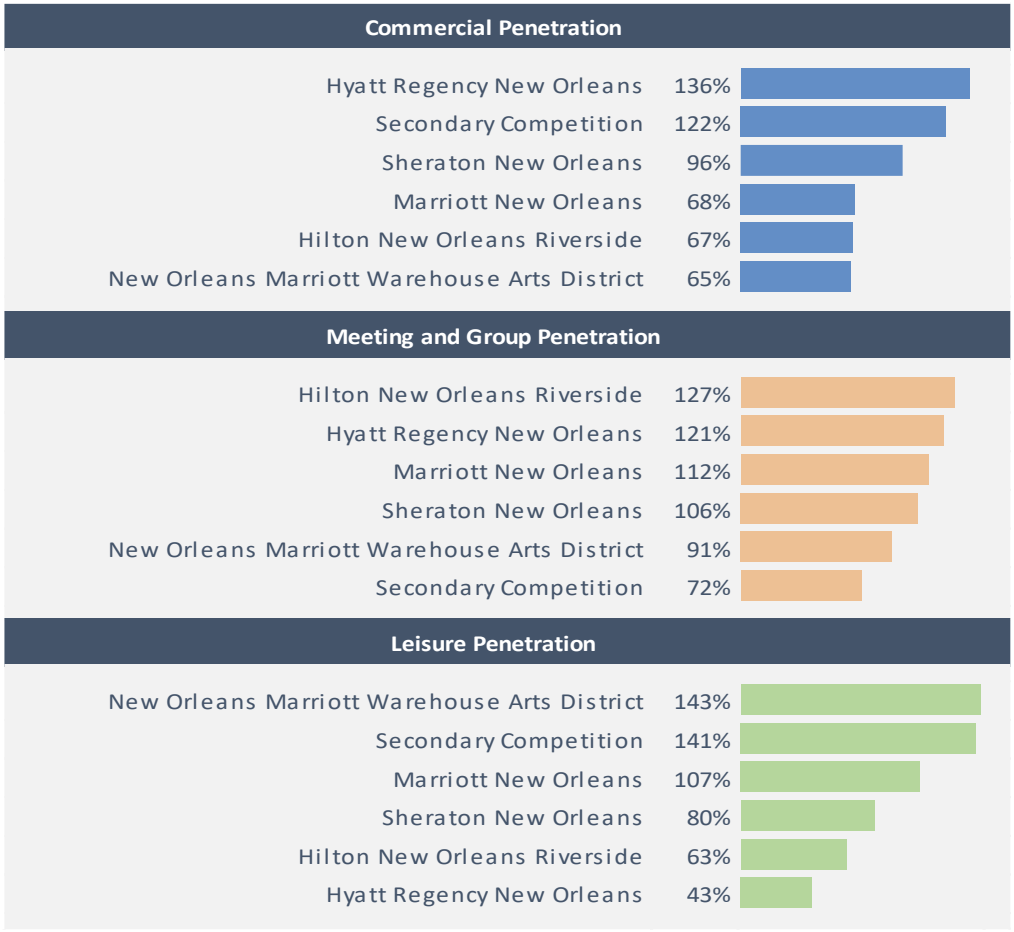
Penetration Rate Analysis

Based on its anticipated competitive position within the Competitive Hotels, the Proposed Hotel's penetration rate is a key factor in forecasting its market share and occupancy levels. A property's penetration rate is calculated by dividing its market share (the number of occupied room nights the hotel is expected to generate) by its fair share (the number of available room nights in the market that the hotel is expected to capture). A hotel achieves a fair share when its share of occupied room nights equals its share of available room nights. The Proposed Hotel's penetration rate will be influenced by its location, brand, amenities, pricing strategy, and other factors.

Market Penetration

HVS analyzed the market penetration of each property in the Competitive Set. The following figure ranks the occupancy penetration of the primary competitors and the aggregate weighted secondary competitors by market segment.

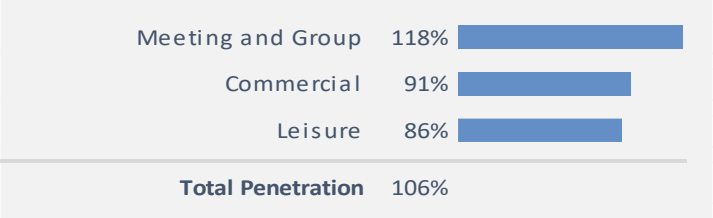
FIGURE 5-1
HISTORICAL OCCUPANCY PENETRATION RATES IN 2024



The Hyatt Regency New Orleans had the highest commercial penetration due to its popular brand, large meeting space, and overall quality. The Hilton New Orleans Riverside had the highest meeting and group penetration due to competitive rates, location adjacent to the MCC, and significant meeting space. The New Orleans Marriott Warehouse Arts District had the highest leisure penetration due to its popular brand, location adjacent to the MCC, recent renovation, and competitive rates.

The following figure shows our estimates of the market penetration of the Proposed Hotel.

FIGURE 5-2
OCCUPANCY PENETRATION OF THE PROPOSED HOTEL



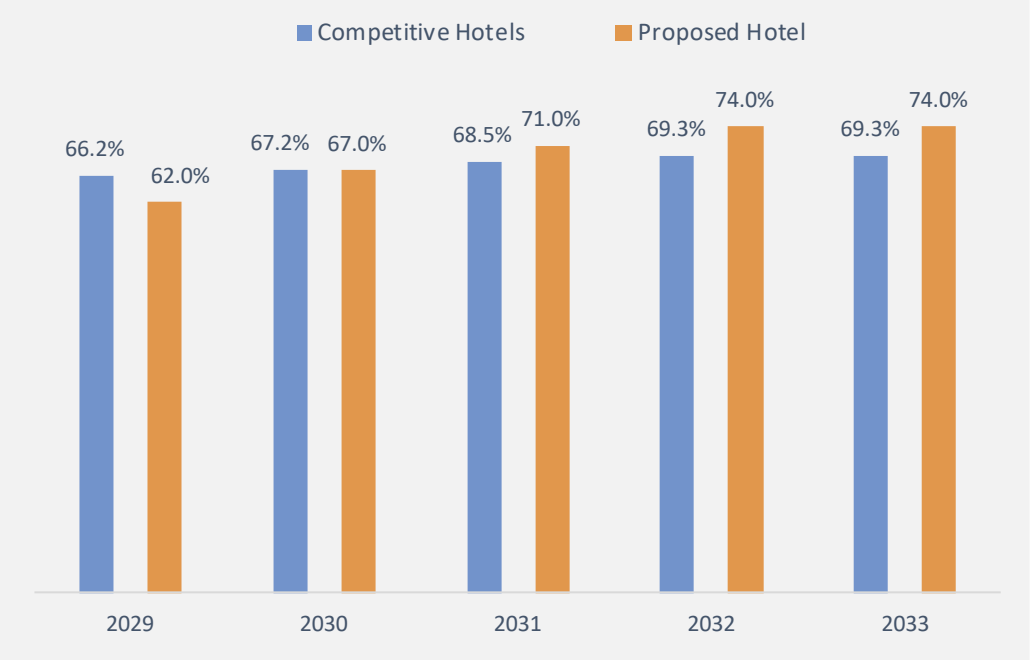
HVS positioned the Proposed Hotel within each market segment. The Proposed Hotel would:

- Over penetrate the meeting and group segment at 118% due to new construction, significant meeting space, restaurants, lounges, and a popular full-service brand,
- Under penetrate the commercial segment at 91% due to a focus on the meeting and group market segment, and
- Under penetrate the leisure segment at 86% due to a focus on the meeting and group market segments.

Occupancy and Absorption Projections

HVS estimated that the Proposed Hotel would achieve 106.4% overall occupancy penetration in a stabilized year of operation. As is typical of new hotels, it may take several years to ramp up to its stabilized occupancy level. HVS assumes a four-year ramp-up after the opening of the Proposed Hotel. The forecast occupancy rates for the first five calendar years are shown in the figure below.

FIGURE 5-3
PROPOSED HOTEL OCCUPANCY PROJECTION



In 2032, the Proposed Hotel is forecast to achieve an occupancy rate of 74%. The Proposed Hotel's forecast occupancy is higher than that of the Competitive Hotels due to its new construction, popular full-service brand, extensive meeting space, restaurants, lounges, and location adjacent to the MCC.

The following figure shows the segmented occupancy forecast for the Proposed Hotel.

FIGURE 5-4
PROPOSED HOTEL
ROOM NIGHT ABSORPTION AND OCCUPANCY ESTIMATES

Calendar Year	2029	2030	2031	2032	2033
Available Room Nights	365,000	365,000	365,000	365,000	365,000
Absorption by Segment					
Commercial	28,200	29,900	31,700	31,900	31,900
Meeting and Group	155,500	164,900	175,800	184,800	184,800
Leisure	42,000	48,200	51,700	52,500	52,500
Total Absorption	225,700	243,000	259,200	269,200	269,200
Projected Occupancy	62%	67%	71%	74%	74%
Percent Segmentation					
Commercial	12%	12%	12%	12%	12%
Meeting and Group	69%	68%	68%	69%	69%
Leisure	19%	20%	20%	20%	20%

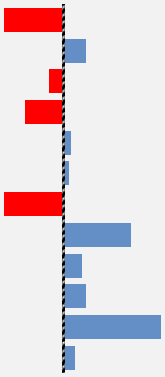
Average Rate Analysis

The average rate is calculated by dividing the total rooms revenue achieved during a specified period by the number of rooms sold during the same period.

The changes in the ADR for the last twelve months for the unweighted Competitive Set are shown in the following figure.

FIGURE 5-5
UNWEIGHTED HISTORICAL ADR FOR THE COMPETITIVE HOTELS

Month	ADR	Prior Year ADR	Difference	Percentage Change in ADR
Dec - 23	$192.31	$218.17	($25.87)	-11.9%
Jan - 24	199.63	191.06	8.57	4.5%
Feb - 24	241.46	247.69	(6.23)	-2.5%
Mar - 24	223.43	241.32	(17.89)	-7.4%
Apr - 24	224.14	221.45	2.69	1.2%
May - 24	219.67	217.76	1.91	0.9%
Jun - 24	171.42	194.63	(23.21)	-11.9%
Jul - 24	179.18	157.74	21.44	13.6%
Aug - 24	139.51	134.81	4.69	3.5%
Sep - 24	180.02	172.42	7.59	4.4%
Oct - 24	263.32	219.19	44.13	20.1%
Nov - 24	213.65	208.82	4.83	2.3%
12 Month Change				0.5%



Source: STR

The increases in ADR over the past twelve months were driven by a combination of factors, including the recovery from the COVID-19 pandemic, strong leisure travel, and significant construction projects in the market. As pandemic restrictions eased, leisure travel picked up, leading to increased demand for lodging. Additionally, ongoing construction projects in the market lead to demand for lodging from construction workers and related industries, putting upward pressure on rates as the supply of available rooms was limited.

Competitive Position

Although average rate and occupancy are highly correlated, one cannot project occupancy without making specific assumptions regarding the average rate. Revenue per available room ("RevPAR") reflects a property's ability to maximize rooms revenue with the optimal balance of rate and occupancy. The following figure summarizes the historical average rate and the RevPAR of the Proposed Hotel's future primary competitors.

FIGURE 5-6
BASE-YEAR AVERAGE RATE COMPETITORS AND PROPOSED HOTEL

Property	2024 Average Room Rate
Hilton New Orleans Riverside	$200 - $210
Hyatt Regency New Orleans	190 - 200
Marriott New Orleans	210 - 220
New Orleans Marriott Warehouse Arts District	190 - 200
Sheraton New Orleans	190 - 200
Average - Primary Competitors	$203
Average - Secondary Competitors	211
Overall Average	$206
Poposed Hotel Positioned 2024 Base Year ADR	$245

The primary competitors realized an overall average rate of $203.05 in the 2024 base year from the 2023 level of $199.97.

The following figure illustrates the projected ADR in a calendar year. As a context for the average rate growth factors, HVS applied a base underlying inflation rate of 3.00% throughout our projection period.

FIGURE 5-7
AVERAGE RATE FORECAST
COMPETITIVE HOTELS AND PROPOSED HOTEL

Year	Competitive Hotels		Proposed Hotel		
	Average Rate Growth	Weighted ADR	ADR	Average Rate Growth	Average Rate Penetration
Base Year	—	$205.76	$0	—	
2025	3.0%	211.94	0		
2026	3.0%	218.29	0		
2027	3.0%	224.84	0		
2028	3.0%	231.59	0		
2029	3.0%	238.54	284.02		119.1%
2030	3.0%	245.69	292.54	3.0%	119.1%
2031	3.0%	253.06	301.32	3.0%	119.1%
2032	3.0%	260.66	310.36	3.0%	119.1%
2033	3.0%	268.48	319.67	3.0%	119.1%
2034	3.0%	276.53	329.26	3.0%	119.1%

The Proposed Hotel would achieve an ADR penetration rate of 119.1% by stabilization, which is higher than the average of Competitive Hotels. The positioning of the ADR for the Proposed Hotel reflects the features and market appeal of the property, including:

- New construction,
- Extensive meeting space,
- Restaurants,
- Lounges,
- Unlike the primary competitors, which all charge a $25 per day destination fee, the Proposed Hotel will not charge a resort or destination fee,
- Location adjacent to the MCC,
- Strong brand, and

- Convenient location.

The following figure presents the forecasts for ADR and occupancy for the Proposed Hotel during the first five years of operation. The ADR includes a discount of 3% in 2029 and 1% in 2030.

FIGURE 5-8
PROPOSED HOTEL
FORECAST OF OCCUPANCY, ADR, AND REVPAR

Year	Occupancy	ADR	RevPAR	Annual Increase
2029	62%	$275.50	$170.81	
2030	67%	289.62	194.04	13.6%
2031	71%	301.32	213.94	10.3%
2032	74%	310.36	229.67	7.4%
2033	74%	319.67	236.56	3.0%

The stabilized occupancy reflects the anticipated results of the property over its remaining economic life, given all the changes in the hotel's life cycle. Thus, the stabilized occupancy excludes from consideration any abnormal relationship between supply and demand, as well as any nonrecurring conditions that may result in unusually high or low occupancies. Although the Proposed Hotel may operate at occupancies above this stabilized level, new competition, and temporary economic downturns could force the occupancy below our stabilized projection. The occupancy rate in the first stabilized year, 2032, is 74%. The Proposed Hotel would obtain a higher occupancy rate than the Competitive Hotels and a higher ADR.

6. Statement of Assumptions and Limiting Conditions

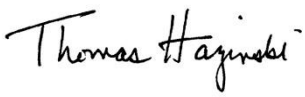
1. This report is to be used in whole and not in part.
2. All information, financial operating statements, estimates, and opinions obtained from parties not employed by HVS are assumed to be true and correct. HVS can assume no liability resulting from misinformation.
3. Unless noted, we assume that there are no encroachments, zoning violations, or building violations encumbering the Proposed Hotel.
4. The proposed facility is assumed to be in full compliance with all applicable federal, state, local, and private codes, laws, consents, licenses, and regulations (including a liquor license where appropriate). We assume that all licenses, permits, certificates, franchises, and so forth can be freely renewed or transferred to a purchaser.
5. We are not required to give testimony or attendance in court by reason of this analysis without previous arrangements, and only when our standard per-diem fees and travel costs are paid prior to the appearance.
6. If the reader is making a fiduciary or individual investment decision and has any questions concerning the material presented in this report, it is recommended that the reader contact us.
7. We take no responsibility for any events or circumstances that take place subsequent to the date of our report.
8. No responsibility is assumed for matters of a legal nature, nor do we render any opinion as to title, which is assumed to be marketable and free of any deed restrictions and easements.
9. We assume that no hidden or unapparent conditions of the sub-soil or structures, such as underground storage tanks, would render the proposed property no more or less valuable. No responsibility is assumed for these conditions or for any engineering that may be required to discover them.
10. We have not considered the presence of potentially hazardous materials such as asbestos, urea formaldehyde foam insulation, any form of toxic waste, polychlorinated biphenyls (PCB), pesticides, mold, or lead-based paints. The appraisers are not qualified to detect hazardous substances, and we urge the client to retain an expert in this field if desired.
11. The Americans with Disabilities Act (ADA) became effective on January 26, 1992. We have assumed that the proposed property will be designed in accordance with the various detailed requirements of the ADA.

12. We have made no survey of the subject site and assume no responsibility in connection with such matters.
13. The estimated operating results presented in this report are based on an evaluation of the overall economy and neither consider nor make provision for the effect of any sharp rise or decline in local or national economic conditions. To the extent that wages and other operating expenses may advance during the economic life of the property, we expect that the prices of food, beverages, and services will be adjusted to at least offset those advances. We do not warrant that the estimates will be attained, but they have been prepared on the basis of information obtained during the course of this study.
14. The quality of a facility's on-site management has a direct effect on a property's economic performance. The demand and financial forecasts presented in this analysis assume responsible ownership and competent management. Any departure from this assumption may have a significant impact on the projected operating results.
15. We do not warrant our estimates. We use information obtained during our market research and are intended to reflect reasonable expectations.
16. Many of the figures presented in this report were generated using sophisticated computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded. Thus, these figures may be subject to small rounding errors.
17. It is agreed that our liability to the client is limited to the amount of the fee paid as liquidated damages. Our responsibility is limited to the client, and use of this report by third parties shall be solely at the risk of the client or third parties. The use of this report is also subject to the terms and conditions outlined in our engagement letter with the client.
18. Although this analysis employs various mathematical calculations, the final estimates are subjective and may be influenced by our experience and other factors not specifically outlined in this report.
19. HVS Convention, Sports & Entertainment Facilities Consulting prepared this report. The organization's staff renders all opinions, recommendations, and conclusions expressed during this assignment as employees, rather than individuals.
20. This report is set forth as a market study of the Proposed Hotel; this is not an appraisal report.

7. Certification

The undersigned certify that, to the best of our knowledge and belief.

1. The statements of fact presented in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. HVS is not a municipal advisor and is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Act (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financial product or issuance of municipal securities.
4. We have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this analysis.
8. Tom Hazinski and Brian Harris participated in the analysis.



Tom Hazinski
Managing Director



Brian Harris
Senior Director

Appendix 1 – MCC Demand Analysis

A1. MCC Demand Analysis

We based event demand projections at the New Orleans Ernest N. Morial Convention Center ("MCC") on the following research and analysis:

- The hotel building program recommendations and the Authority's plans for improvement to the MCC are presented in Section 2.
- Historical MCC demand data,
- Industry data and trends reports,
- Key market and economic indicators outlined in Section 3,
- Comparable venue program and demand data, and
- Discussions with representatives from the current MCC management.

In developing the demand projections, we assume that the Proposed Hotel development and MCC renovation described throughout this report will be completed by January 1, 2029. We estimate that event demand would stabilize in the fourth year of operation—calendar year 2032. Demand projections also assume the continued presence of a highly qualified, professional sales and management team for the MCC.

For this analysis, event demand projections include events that would take place in the renovated and existing meeting and convention spaces at the MCC.

Historical Demand

The MCC provided us with a summary of the number of events and corresponding total attendance that occurred at the facility from 2019 through 2024. The following figure presents the event and attendance history at the MCC.

FIGURE A1-1
SUMMARY OF DEMAND HISTORY

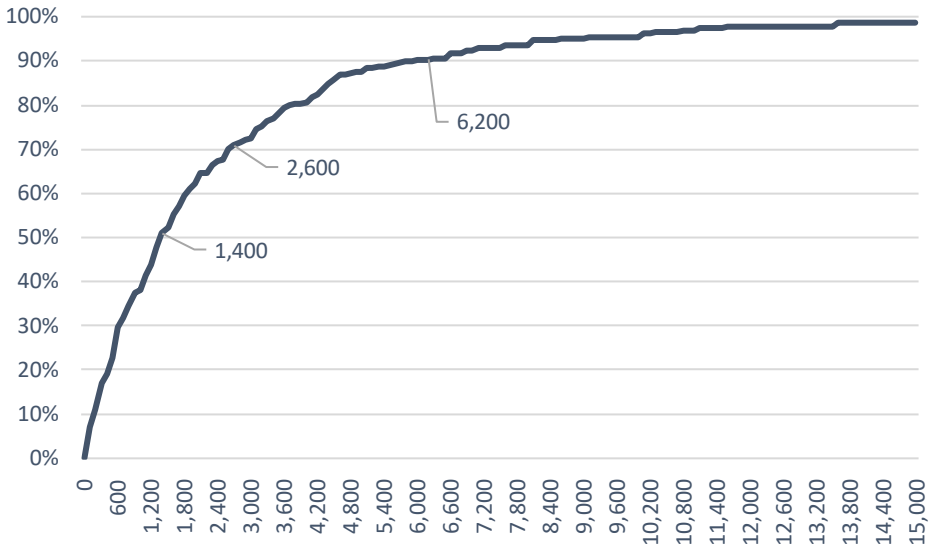
	2019	2020	2021	2022	2023	2024
Event						
Citywide Convention	22	1	2	18	18	22
Tradeshows	10	4	4	10	5	8
Small Convention	39	9	13	36	33	37
Consumer Shows	8	4	3	6	9	9
Athletics/Competition	8	5	3	8	10	7
Banquets	6	4	2	6	7	5
Performance	2	1	1	1	1	na
Meetings	9	3	6	15	18	16
Graduations/Commenceme	2	na	3	na	3	2
Other	15	19	18	28	22	17
Total	121	50	55	128	126	123
Attendee						
Citywide Convention	208,209	8,000	20,900	207,592	159,905	198,321
Tradeshows	78,226	19,313	29,650	39,100	42,593	40,075
Small Convention	124,643	24,852	26,286	70,431	81,914	116,246
Consumer Shows	301,941	127,116	30,203	178,824	198,783	220,689
Athletics/Competition	36,550	30,650	18,696	24,650	50,640	37,500
Banquets	19,860	10,095	2,190	4,847	6,736	7,073
Performance	44,000	200	4,092	18,927	650	na
Meetings	5,857	3,919	1,278	8,504	9,682	10,536
Graduations/Commenceme	1,650	na	2,850	na	16,300	7,700
Other	45,399	66,648	73,452	65,783	80,431	62,893
Total	866,335	290,793	209,597	618,658	647,634	701,033
Occupied Room Nights						
Citywide Convention	346,047	20,659	105,646	510,908	354,489	476,486
Tradeshows	46,036	32,025	7,315	15,669	24,613	30,532
Small Convention	157,526	42,318	49,141	141,214	112,670	164,645
Consumer Shows	46,213	6,142	180	78,805	46,510	43,721
Athletics/Competition	11,255	7,310	4,850	10,110	26,107	14,715
Banquets	262	251	1	2	1	1
Performance	na	na	na	1,200	790	na
Meetings	206	47	na	127	345	930
Graduations/Commenceme	2	na	na	na	300	1,900
Other	2,536	2,002	1,670	3,475	3,500	1,700
Total	610,083	110,754	168,803	761,510	569,325	734,630

Source: MCC and HVS

Government restrictions and halting of the meetings and travel industries due to the COVID-19 pandemic significantly reduced event frequency and attendance in 2020 and 2021. Since 2022, the MCC has averaged 126 annual events, and attendance has steadily increased towards pre-pandemic levels.

The following figure shows the distribution of peak room nights for MCC events with committed room blocks that occurred from 2019 through 2024.

FIGURE A1-2
PEAK ROOM NIGHT DISTRIBUTION



Source: MCC

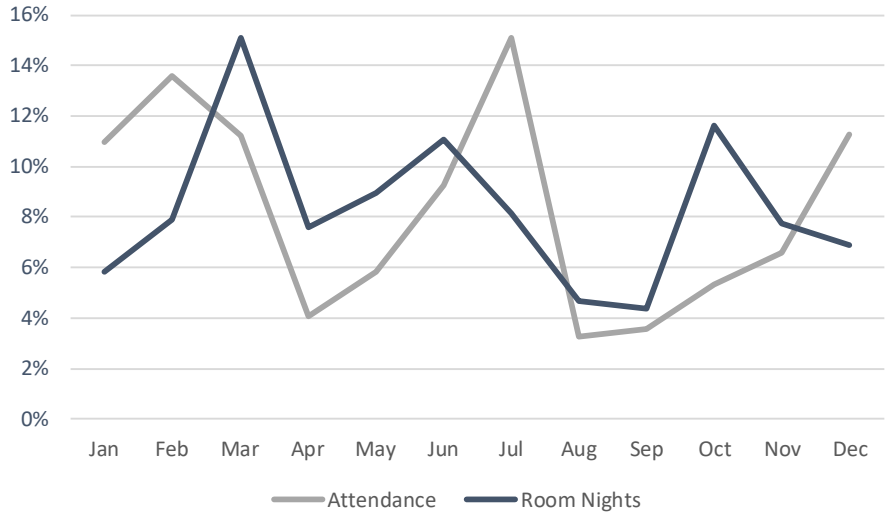
As is typical in the industry, most convention center events are small, and some do not generate any room blocks. Almost 50% of events require 1,400 peak room nights or fewer, and roughly 70% of events require 2,600 peak room nights or fewer.

This demand pattern demonstrates the need to host simultaneous smaller events during peak event demand seasons. The development of a headquarters hotel could enable the MCC to host more mid-sized events that generate between 1,500 and 5,000 peak room nights.

Seasonal Patterns of Demand

The following figure shows the seasonality of MCC events from 2019 through 2024.

FIGURE A1-3
SEASONALITY OF ATTENDANCE AND ROOM NIGHTS (2019 – 2024)



Source: MCC

Historically, attendance has peaked in July due to the ESSENCE Festival, which draws 150,000 or more annual attendees. Attendance peaks again in February and March, with lulls in May, August, and September. The existence of a headquarters hotel would allow the MCC to add events during high-demand periods.

Demand Projections

We projected event demand under two scenarios, one with the proposed headquarters hotel development and one without. The difference between the levels of event demand, attendance, and room night generation provides the basis for estimating the impact of a headquarters hotel. The "No Development" scenario is based on historical demand and MCC activity. In the "Hotel Development" scenario, the MCC will retain existing business, attract new conventions, and hold more banquets and meetings.

The figure below compares the attendance projections for each of the two scenarios.

FIGURE A1-4
SUMMARY OF EVENTS AND ATTENDANCE PROJECTIONS

Event Type	Events		Average Attendance	Total Attendance	
	No Development	After HQH Development		No Development	After HQH Development
Citywide Convention	22	25	9,000	198,000	225,000
Tradeshows	8	11	5,000	40,000	55,000
Small Convention	37	44	3,100	114,700	136,400
Consumer Shows	10	10	24,500	245,000	245,000
Athletics/Competition	7	7	5,400	37,800	37,800
Banquets	5	8	1,400	7,000	11,200
Performance	1	1	9,500	9,500	9,500
Meetings	16	24	700	11,200	16,800
Graduations/Commencements	2	2	3,900	7,800	7,800
Other	22	25	3,700	81,400	92,500
Total	130	157		752,400	837,000

Room Night Projections

We calculated the potential generation of room nights by the MCC based on information from historical bookings and the average length of stay of attendees. These room nights represent new, induced demand into New Orleans as a direct result of the expansion of the MCC and hotel development. The following figure presents the assumptions used to generate room night estimates after the hotel development.

FIGURE A1-5
ASSUMPTIONS FOR ROOM NIGHTS

Event Type	Occupied Room Nights Parameters		
	Percent Lodgers	Length of Stay	Lodgers per Room
Citywide Convention	74%	3.9	1.20
Tradeshows	34%	2.7	1.20
Small Convention	54%	3.2	1.20
Consumer Shows	6%	4.2	1.50
Athletics/Competition	24%	2.9	1.75
Banquets	1%	1.2	1.75
Performance	1%	1.9	1.50
Meetings	6%	1.7	1.20
Graduations/Commencements	30%	1.4	1.75
Other	1%	2.6	1.50

The following figure compares the resulting room night generation between the "No Development" scenario and the "Hotel Development" scenario in a stabilized year of operation.

FIGURE A1-6
ROOM NIGHT ESTIMATES

	No Development	After HQH Development
Occupied Room Nights		
Citywide Convention	476,500	541,100
Tradeshows	30,500	42,100
Small Convention	164,600	196,400
Consumer Shows	43,700	43,900
Athletics/Competition	14,700	15,000
Banquets	100	100
Performance	100	100
Meetings	900	1,400
Graduations/Commencements	1,900	1,900
Other	1,700	1,600
Total	734,700	843,600

In a stabilized year, we estimate that with the Proposed Hotel development, the MCC would generate approximately 843,600 in occupied room nights in New Orleans related to convention center events.

The following figure shows the demand projections for a "No Development" year in 2028, the opening of the headquarters hotel in 2029, and a gradual ramp-up until stabilization in 2032.

FIGURE A1-7
SUMMARY OF DEMAND PROJECTIONS WITH HOTEL DEVELOPMENT

	Base Year	Opening			Stabilized
	2028	2029	2030	2031	2032
Events					
Citywide Convention	22	24	24	25	25
Tradeshows	8	10	11	11	11
Small Convention	37	42	43	43	44
Consumer Shows	10	10	10	10	10
Athletics/Competition	7	7	7	7	7
Banquets	5	6	8	8	8
Performance	1	1	1	1	1
Meetings	16	20	22	23	24
Graduations/Commencement	2	2	2	2	2
Other	22	23	23	24	25
Total	130	145	151	154	157
Attendees					
Citywide Convention	198,000	216,000	216,000	225,000	225,000
Tradeshows	40,000	50,000	55,000	55,000	55,000
Small Convention	114,700	130,200	133,300	133,300	136,400
Consumer Shows	245,000	245,000	245,000	245,000	245,000
Athletics/Competition	37,800	37,800	37,800	37,800	37,800
Banquets	7,000	8,400	11,200	11,200	11,200
Performance	9,500	9,500	9,500	9,500	9,500
Meetings	11,200	14,000	15,400	16,100	16,800
Graduations/Commencement	7,800	7,800	7,800	7,800	7,800
Other	81,400	85,100	85,100	88,800	92,500
Total	752,400	803,800	816,100	829,500	837,000
Occupied Room Nights					
Citywide Convention	476,500	519,500	519,500	541,100	541,100
Tradeshows	30,500	38,300	42,100	42,100	42,100
Small Convention	164,600	187,500	191,900	191,900	196,400
Consumer Shows	43,700	43,900	43,900	43,900	43,900
Athletics/Competition	14,700	15,000	15,000	15,000	15,000
Banquets	100	100	100	100	100
Performance	100	100	100	100	100
Meetings	900	1,200	1,300	1,300	1,400
Graduations/Commencement	1,900	1,900	1,900	1,900	1,900
Other	1,700	1,500	1,500	1,500	1,600
Total	734,700	809,000	817,300	838,900	843,600

We intend for demand projections to show the expected levels of event numbers and attendance. Projections show smooth growth over time. However, event demand and booking cycles do not always run smoothly. Unpredictable local and national economic factors can affect businesses. Event demand often moves in cycles based on rotation patterns and market conditions. Therefore, we recommend interpreting the demand projections as a mid-point of a range of possible outcomes and over a multi-year period, rather than relying on projections for any one specific year.

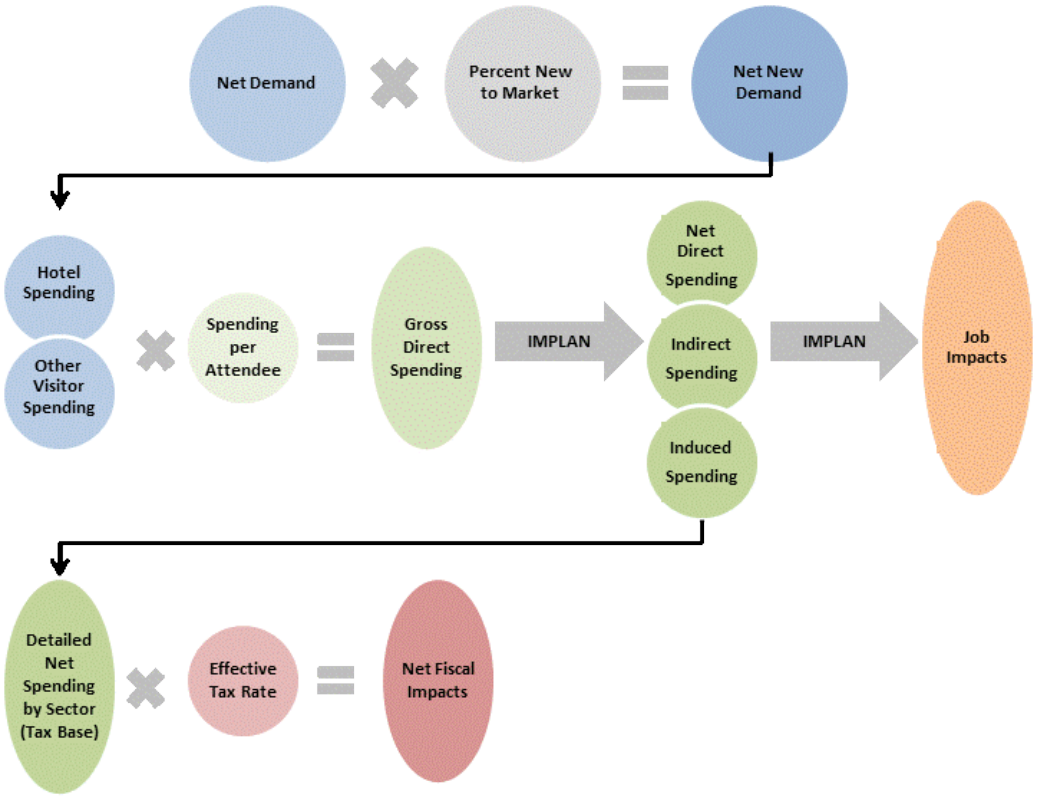
Appendix 2 – Economic Impact

A2. Economic Impact

Based on the demand projections presented in this report, we identified the new spending that would occur in the local economy due to the facility renovation and the development of a 1,000-room headquarters hotel attached to the MCC. We estimated the amounts of income and employment that new visitors, event organizers, and exhibitors would generate in New Orleans.

The figure below demonstrates our methodology.

FIGURE A2-1
METHODOLOGY FOR ECONOMIC AND FISCAL IMPACT ANALYSIS



Beginning with the demand profile described earlier in the report, we estimated the share of visitation and spending that would come from outside the region. We

exclude the spending of sources from within the region because such internal spending does not bring new income into the regional economy. To estimate the impact of the project on economic growth, we include only the visitation and spending that is imported into the region.

To generate direct spending estimates, we applied assumptions about the amounts of new spending generated by the various demand sources. Estimation of new direct of each of these sources involves three sets of assumptions: 1) the number of new visitors to the market, 2) the geographic location of their spending, and 3) the amounts typically spent by each of the sources.

Direct, Indirect, and Induced Spending

The IMPLAN input-output model, provides detailed estimates of net direct, indirect, and induced spending within all relevant sectors of the regional economy. The sum of net direct, indirect, and induced spending estimates makes up the total estimated economic impact. Some refer to indirect and induced impacts as multiplier effects. The relationship between direct spending and the multiplier effects varies depending on the specific size and characteristics of a local area's economy.

Spending falls into three categories:

- **Direct spending** includes the new spending of event attendees and organizers. For example, an attendee's expenditure on a restaurant meal is a direct spending impact. Direct spending includes only new spending that originates from outside the market area. Spending by attendees who live within the market area is a transfer of income from one sector of the area's economy to another; therefore, this analysis does not count spending by local residents as a new economic impact. Net direct spending is the amount of direct spending that falls into the local economy.
- **Indirect spending** follows from the business spending resulting from the initial direct spending. For example, an event attendee's direct expenditure on a restaurant meal causes the restaurant to purchase food and other items from suppliers. The portion of these restaurant purchases that remain within New Orleans count as indirect impacts.
- **Induced spending** represents the change in local consumption due to the personal spending by employees whose incomes change from direct and indirect spending. For example, a waiter at a local restaurant may have more personal income due to an event attendee dining at the restaurant. The amount of increased income that the waiter spends in the local economy is an induced impact.

Employment Impacts

IMPLAN estimates employment impacts by calculating the amount of labor that is necessary to generate the economic output. Employment impacts occur in many sectors of the economy that generate new economic output. While jobs may be part-time or full-time, we present job numbers as full-time equivalent employment ("FTEs").

Sources of Direct Spending

We identified ten sources of new direct spending impact:

- **Overnight Citywide Convention Delegates**: Visitors attending Citywide Conventions at the MCC who require overnight lodging. Overnight delegate spending includes meals, shopping, local transportation, recreation and entertainment, and other goods and services while in town.
- **Overnight Small Convention Delegates**: Visitors attending Small Conventions at the MCC who require overnight lodging. Overnight delegate spending includes meals, shopping, local transportation, recreation and entertainment, and other goods and services while in town.
- **Overnight Tradeshow Delegates**: Visitors attending Small Conventions at the MCC who require overnight lodging. Overnight delegate spending includes meals, shopping, local transportation, recreation and entertainment, and other goods and services while in town.
- **Overnight Sports Participants**: Visitors attending athletic/competitive events at the MCC who require overnight lodging. Overnight spending includes meals, shopping, local transportation, recreation and entertainment, and other goods and services while in town.
- **Overnight Graduation Attendees**: Visitors attending Graduations and Commencements at the MCC who require overnight lodging. Overnight spending includes meals, shopping, local transportation, recreation and entertainment, and other goods and services while in town.
- **Overnight Consumer Show Attendees**: Visitors attending Consumer Shows at the MCC who require overnight lodging. Overnight includes meals, shopping, local transportation, recreation and entertainment, and other goods and services while in town.
- **Daytrippers**: Visitors to the MCC who do not require paid lodging. In most markets, day-trippers typically spend money on meals, shopping, local transportation, recreation and entertainment, and other goods and services while in town.
- **Additional Hotel Visitors:** Guests attending the Proposed Headquarters Hotel who are not attending MCC events. These guests typically spend on the same categories as hotel visitors that attend MCC events, except for any purchases made at the MCC itself.

- **Organizers/Sponsoring Associations**: Individuals, associations, or other organizations that plan, sponsor, organize, and coordinate events at MCC facilities. In addition to facility spending, event organizers also spend on lodging, meals, local transportation, facility rentals, equipment rentals, and other goods and services required to plan and organize a successful event.
- **Exhibitors**: Individuals or companies that rent exhibition space, typically from event organizers, to display information or products at events. In addition to spending at the facility, exhibitors purchase lodging, meals, local transportation, vendor services, meeting room rentals, equipment rentals, and other goods and services.

Estimation of new spending of each of these sources involves three sets of assumptions: 1) the number of new visitors to the market, 2) the geographic location of their spending, and 3) the amounts typically spent by each of the sources.

New Visitors

We relied on data from the location analytics platform, Placer.ai to track visitation trends for key venues and locations, including seasonality, length of stay, hourly trends, visitor journey (where visitors went before and after), and economic and demographic data. Placer.ai gathers anonymized data on mobility and foot traffic data through partnerships with over 500 mobile apps and access to over 30 million devices. Using a proprietary extrapolation algorithm that accounts for potential biases in the data, Placer.ai uses a representative sample to produce location and visitor attribution data for the US. To ensure accuracy, Placer.ai depends on daily and weekly quality checks and benchmarks against public and validated data sources such as credit card transactions and store revenue. Employees identified by Placer.ai using the frequency of visits and proximity to the venue are excluded from the data set. We also utilized data gathered from prior MCC impact studies to help determine historical visitation trends.

The figure below shows the result of our locational analysis that indicates the share of visitation and spending that could not be generated within the region without the MCC or the Proposed Headquarters Hotel.

FIGURE A2-2
SHARE OF NET NEW SPENDING BY VISITOR CATEGORY

Visitor Type	Percent New to City of New Orleans
Overnight Citywide Convention Delegates	90%
Overnight Small Convention Delegates	75%
Overnight Tradeshow Delegates	75%
Overnight Sports Participants	40%
Overnight Graduation Attendees	40%
Overnight Consumer Show Attendees	90%
Daytrippers	70%
Additional Hotel Visitors	100%
Organizers/Sponsoring Associations	80%
Exhibitors	80%

The figure below shows the number of new visitors to New Orleans who generate new spending for each scenario. It lists the total demand, the percentage of said demand that would not be able to exist without the MCC and/or Proposed Hotel ("Percent New"), and the remaining demand left over from multiplying these two categories ("Net New Demand").

FIGURE A2-3
NET NEW VISITATION BY DEMAND SCENARIO – CITY OF NEW ORLEANS

Spendng Source	Estimation Units		Demand Estimates		
	Type of Event	Demand Parameter	Total Demand	Percent New	Net New Demand
Without Hotel Development					
Overnight Citywide Convention Delegates	Citywide Convention	Occupied Room Nights	476,500	90%	428,850
Overnight Small Convention Delegates	Small Convention	Occupied Room Nights	164,600	75%	123,450
Overnight Tradeshow Delegates	Tradeshows	Occupied Room Nights	30,500	75%	22,875
Overnight Sports Participants	Athletics/Competition	Occupied Room Nights	14,700	40%	5,880
Overnight Graduation Attendees	Graduations/Commencements	Occupied Room Nights	1,900	40%	760
Overnight Consumer Show Attendees	Consumer Shows	Occupied Room Nights	43,700	90%	39,330
Daytrippers	All Events	Day Trips	1,739,000	70%	1,217,300
Organizers/Sponsoring Associations	All Events	Attendee	752,400	80%	601,920
Exhibitors	All Events	Exhibitors	19,923	80%	15,938
With Hotel Development					
Overnight Citywide Convention Delegates	Citywide Convention	Occupied Room Nights	541,100	90%	486,990
Overnight Small Convention Delegates	Small Convention	Occupied Room Nights	196,400	75%	147,300
Overnight Tradeshow Delegates	Tradeshows	Occupied Room Nights	42,100	75%	31,575
Overnight Sports Participants	Athletics/Competition	Occupied Room Nights	15,000	40%	6,000
Overnight Graduation Attendees	Graduations/Commencements	Occupied Room Nights	1,900	40%	760
Overnight Consumer Show Attendees	Consumer Shows	Occupied Room Nights	43,900	90%	39,510
Daytrippers	All Events	Day Trips	1,866,400	70%	1,306,480
Additional Hotel Visitors	All Events	Additional Hotel Room Nights	30,000	100%	30,000
Organizers/Sponsoring Associations	All Events	Attendee	837,000	80%	669,600
Exhibitors	All Events	Exhibitors	22,047	80%	17,638

Spending Parameters

We identified nine categories of spending including Hotel, Transportation (Taxi/Uber/Other), Food & Beverage, Retail, Recreation, Catering & Concessions, Equipment Rental, Advertising, and Convention Center. To determine the unit amounts of spending in each category, we relied on data and from Tourism Economics' October 2024 DRAFT analysis, "Economic Impact of the New Orleans Ernest N. Morial Convention Center and the New Orleans Meetings & Convention Industry". This analysis was able to gather participant spending figures from 2023 MCC attendees and exhibitors based on individual categories. We also were provided historical MCC revenue reports which broke out revenues by individual categories from 2019 to 2024. All spending parameters are stated in 2025 dollars. The following figures present the direct spending parameters for each source and category of expenditure.

FIGURE A2-4
SPENDING PARAMETERS BY SOURCE AND TYPE OF SPENDING

	Overnight Citywide Convention Delegates	Overnight Small Convention Delegates	Overnight Tradeshow Delegates	Overnight Sports Participants	Overnight Graduation Attendees	Overnight Consumer Show Attendees	Daytrippers	Additional Hotel Visitors	Organizers/ Sponsoring Associations	Exhibitors
Hotel	$353	$353	$353	$353	$353	$353	-	$353	-	$353
Transportation (Taxi/Uber/Other)	$56	$56	$56	$56	$56	$56	$56	$56	-	$56
Food & Beverage	$222	$222	$222	$222	$222	$222	$222	$222	-	$222
Retail	$73	$73	$73	$73	$73	$73	$73	$73	-	$73
Recreation	$49	$49	$49	$49	$49	$49	$49	$49	-	$49
Catering & Concessions	$7	$7	$7	$7	$7	$7	$7	$7	-	$7
Equipment Rental	-	-	-	-	-	-	-	-	$18	-
Advertising	-	-	-	-	-	-	-	-	$0.3	-
Convention Center	-	-	-	-	-	-	-	-	$12	-

Sources: Tourism Economics, MCC Historical Revenue Reports

Following are descriptions of each spending category.

- **Hotel**—Convention Center attendees typically book hotel rooms for the duration of their stay. The demand for lodging can vary depending on the event's size and length, with larger conferences often generating substantial overnight stays. The

- **Transportation** (Taxi/Uber/Other)—Travel to and from events often involves taxis, rideshares, or other transportation services. These costs reflect the need for attendees to commute from their accommodations, airports, and other locations to the venue.

- **Food & Beverage**—In addition to any catering provided at the convention center, attendees often dine at nearby restaurants and cafés. This category includes spending on meals, snacks, and beverages consumed outside the convention center's services.

- **Retail**—Attendees often visit nearby shops for various retail purchases, including souvenirs, clothing, and other personal items. Local stores and malls see increased foot traffic, with attendees spending on everything from specialty products to everyday goods.

- **Recreation**—Visitors often seek leisure activities beyond the event itself, such as sightseeing, entertainment, or local attractions. This category includes spending on things like theaters, museums, and outdoor recreation activities.

- **Equipment Rental**—Exhibitors and the MCC users rent equipment for their displays, presentations, or personal use during the event. This includes audiovisual equipment, furniture, and other specialized gear required for the event.

- **Convention Center**—This category includes miscellaneous spending generated by the convention center that isn't tied to space or equipment rental. It encompasses services such as event set-up, sponsorships, security, and other ancillary income generated by the venue's operations.

- **Advertising**—Promotional expenses related to events held at the convention center fall under this category. This includes advertising in media, digital platforms, and printed materials to attract attendees and exhibitors to the event.

- **Catering & Concessions**—Catering refers to the food and beverage services offered during events held at the convention center. Concessions include items sold directly to attendees, such as snacks, beverages, and merchandise during events.

IMPLAN Impact Modeling

We use the IMPLAN input-output model to estimate net-direct, indirect and induced spending and employment impacts. IMPLAN is a nationally recognized model developed at the University of Minnesota and commonly used to estimate economic impacts. An input-output model generally describes the commodities and income that normally flow through the various sectors of a given economy. The indirect and induced spending and employment effects represent the estimated changes in the flow of income, goods, and services caused by the estimated direct spending. The IMPLAN model accounts for the specific characteristics of the local area economy and estimates the share of indirect and induced spending that it would retain.

We categorized new direct expenditures into spending categories that we provide inputs into the IMPLAN model. Specifically, the IMPLAN model relies on spending categories defined by the U.S. Census according to the North American Industry Classification System ("NAICS"). Because the spending data from spending surveys do not match the NAICS spending categories, we translate the spending categories into the NAICS spending categories that most closely match.

Annual Net Direct Spending

Not all of the gross direct spending counts as an economic impact because some of the spending does not generate income within the market. We adjust gross direct spending to account for income that leaks out of the local economy by estimating retail margins. As a result, the realized direct spending ("net direct spending") is lower than the gross direct spending in the market area.

Retail Margins

Retail spending creates a smaller economic impact than spending in other industries. Retailers add value equal to the margin or price increase of the good above the original price paid to obtain the good. The IMPLAN model is product-based, so we use IMPLAN margin numbers to account for the discrepancy between retail purchaser prices and producer prices.

Indirect and Induced Spending

The relationship between direct spending and the multiplier effects can vary based on the specific size and characteristics of a local area's economy. We enter the gross direct spending estimate into the IMPLAN input-output model of the local economy to estimate the net direct, indirect, and induced spending. We obtained the most recent available data from IMPLAN for the City of New Orleans.

The following figures present the output of the IMPLAN model–the net new direct, indirect, and induced economic impacts attributable to the MCC under each scenario. We also used IMPLAN to estimate the jobs created based on the direct, indirect, and induced spending estimates.

Annual Net Spending Impacts

The figure below shows the annual Net Direct, Indirect and Induced spending generated for a stabilized year as stated in 2025 dollars.

FIGURE A2-5
IMPACTS IN 2025 DOLLARS ($THOUSANDS)

Impact	Without Hotel Development	With Hotel Development	Incremental Benefit
Net Direct	$914,949	$1,037,067	$122,118
Indirect	363,785	410,258	46,473
Induced	341,217	386,231	45,014
Total	$1,619,951	$1,850,684	$213,605

The incremental benefit of the development of a Headquarters Hotel is projected to generate over $213.6 million in annual economic impacts in a stabilized year.

New economic activity is dispersed throughout many sectors of the regional economy. The figure below shows estimates for nine primary sectors and a group of all other secondary sectors.

FIGURE A2-6
ECONOMIC IMPACTS BY SECTOR 2025 DOLLARS ($THOUSANDS)

Sector	Without Hotel Development	With Hotel Development	Incremental Benefit
Food & Beverage	$437,779	$488,222	$50,443
Hotel	226,125	269,594	43,470
Transportation (Taxi/Uber/Other)	114,736	127,936	13,200
Recreation	106,922	119,303	12,381
Convention Center	79,377	89,049	9,672
Retail	76,953	86,163	9,209
Catering & Concessions	27,820	31,650	3,830
Equipment Rental	14,046	15,682	1,636
Advertising	13,464	15,219	1,755
All Other	522,729	590,739	68,011
Total	$1,619,951	$1,833,556	$213,605

In both scenarios, the Food & Beverage sector generates the most impact, followed by the Hotel and Transportation sectors, respectively.

Employment Impacts

We calculated the full-time equivalent jobs supported by the spending in each economic sector. The figure below summarizes the results.

FIGURE A2-7
EMPLOYMENT IMPACT BY SECTOR (STABILIZED YEAR)

Sector	Without Hotel Development	With Hotel Development	Incremental Benefit
Food & Beverage	3,491	3,894	403
Hotel	1,593	1,899	306
Transportation (Taxi/Uber/Other)	1,265	1,411	146
Recreation	681	760	79
Retail	663	742	79
Convention Center	373	418	45
Catering & Concessions	269	306	37
Advertising	53	60	7
Equipment Rental	34	38	4
All Other	2,241	2,532	291
Total	10,663	12,060	1,397

By a stabilized year of operation, the two scenarios would support approximately 10,700 and 12,000 permanent full-time equivalent jobs, respectively.

Fiscal Impacts

Fiscal impacts are the public sector share of the economic impacts generated by tax collections on new spending. The previously estimated economic output provides a basis for projecting potential tax revenue that would flow to the City of New Orleans.

The following figure shows estimates of State, County, Local and Special District tax revenues generated by the economic activity in each scenario.

FIGURE A2-8
FISCAL IMPACTS GOVERNMENTAL ENTITY ($ THOUSANDS)

Region	Without Hotel Development	With Hotel Development	Incremental Benefit
State	$55,330	$62,774	$7,444
County	19,468	22,096	2,628
Local	13,940	15,822	1,881
Special District	24,168	27,430	3,262
Total	$112,907	$128,121	$15,215

These scenarios' tax sources would be projected to generate approximately $113 and $128 million in annual tax revenue in a stabilized year of operation, respectively.

FIGURE A2-9
FISCAL IMPACTS BY REVENUE SOURCE ($ THOUSANDS)

Revenue Source	Without Hotel	With Hotel	Incremental Benefit
Sales Tax	$63,692	$72,288	$8,596
Property Tax	29,390	33,356	3,967
Income Tax	8,514	9,636	1,121
Other Taxes	3,649	4,142	493
Severance Tax	3,276	3,719	442
Corporate Profits Tax	2,474	2,814	341
Special Assessments	777	882	105
Social Insurance Tax	523	593	70
Other Tax (Fish/Hunt)	320	362	42
Motor Vehicle License	291	330	39
Total	$112,907	$128,121	$15,215

The following figure summarizes recurring annual economic and fiscal impacts in a stabilized year.

FIGURE A2-10
SUMMARY OF ECONOMIC AND FISCAL IMPACTS

	Without Hotel Development	With Hotel Development	Incremental Benefit
Total Output* (Thousands)	$1,619,951	$1,833,556	$213,605
Employment**	10,663	12,060	1,397
Fiscal Impact*** (Thousands)	$112,907	$128,121	$15,215

*Net direct, indirect, and induced spending in 2025 dollars
** Full-time equivalent jobs
***State, county, local, and special district tax revenue in 2025 dollars

These economic and fiscal impact estimates are subject to the assumptions and limiting conditions described throughout the report. Numerous assumptions about future events and circumstances form the basis for these estimates. Although we consider these assumptions reasonable, we cannot provide assurances that the project will achieve the forecasted results. Actual events and circumstances are likely to differ from the assumptions in this report and some of those differences may be material. The readers should consider these estimates as a mid-point in a range or potential outcomes.