



**STATE OF LOUISIANA  
LOUISIANA ECONOMIC DEVELOPMENT  
REQUEST FOR QUALIFICATIONS (RFQ)  
FOR GRANT RELATED SERVICES**

Issued: **December 17, 2025**

Participant inquiries due: **December 22, 2025, 4:00 p.m. CST**

Responses due: **January 7, 2026, 4:00 p.m. CST**

# TABLE OF CONTENTS

## **1 GENERAL INFORMATION**

- 1.1 Purpose
- 1.2 Scope of Services
- 1.3 Required Qualifications – General
- 1.4 Required Qualifications – Specific
- 1.5 Independence

## **2 RFQ INFORMATION**

- 2.1 Company Information
- 2.2 Experience and Qualifications of Proposed Staff
- 2.3 Work Plan
- 2.4 Portfolio Submission
- 2.5 Cost Information
- 2.6 Billing and Payment
- 2.7 Selection Process

## **3 ADMINISTRATIVE INFORMATION**

- 3.1 Term of Contract
- 3.2 RFQ Coordinator
- 3.3 Participant Inquiries
- 3.4 RFQ Submission
- 3.5 Error and Omissions in Statement of Qualifications
- 3.6 Changes, Addenda, Withdrawals
- 3.7 Withdrawal of Statement of Qualification
- 3.8 Waiver of Administrative Informalities
- 3.9 Statement of Qualification Rejection/RFQ Cancellation
- 3.10 Ownership of Statement of Qualification
- 3.11 Cost of Offer Preparation
- 3.12 Taxes
- 3.13 Use of Subcontractors
- 3.14 Written or Oral Discussions/Presentations
- 3.15 Acceptance of Statement of Qualification Content
- 3.16 Evaluation and Selection
- 3.17 Best and Final Offers (BAFO)
- 3.18 Contract Award and Execution

## **4 EXHIBITS**

- 4.1 Example Contract

# 1 GENERAL INFORMATION

## 1.1 Purpose

LOUISIANA ECONOMIC DEVELOPMENT (LED), an agency of the State of Louisiana, issues this Request for Qualifications (RFQ) to obtain competitive bids and Statements of Qualification from interested grants consultants (Proposer or Firm) who are interested in providing grant-related services.

LED is responsible for strengthening the state's business environment and creating a more vibrant Louisiana economy. In support of these goals, LED is required by Act 590 of the 2024 Regular Legislative Session to develop and implement a plan to actively seek federal, private and other grants to support the activities of LED and advance economic growth and prosperity for the state. The services requested through this RFQ will support LED's ongoing, active pursuit of grant funding from relevant federal, private, and other grant sources, in alignment with priorities identified in LED's Positioning Louisiana to Win 2025 Comprehensive Statewide Strategic Plan.

The purpose of this RFQ is to obtain competitive proposals for consulting services as required by LED's Procurement Code, LAC 34, XV.

LED intends to award a single proposer.

The selected Proposer will support: (1) identification of open grant opportunities aligned with goals detailed in LED's comprehensive statewide strategic plan, Positioning Louisiana to Win 2025, (2) grant proposal writing and project management, (3) grant proposal review, and (4) other grant-related services that may be deemed necessary by LED.

## 1.2 Scope of Services

The selected Proposer will perform the following services:

1. Opportunity Identification
  - For duration of contract, identify, and regularly report to LED on, open grant opportunities that align with LED's strategic plan priorities (guidance and supporting information to be provided by LED)
2. Proposal Writing and Project Management
  - Write proposals for up to five funding opportunities of LED's choosing; such proposals may be those for which LED is the applicant or for which key stakeholders may serve as a co- or the primary applicant
  - Provide comprehensive project management services for the proposal development and submission process for each such proposal
3. Review and Evaluation of Select Proposals
  - Provide comprehensive review services for proposals of LED's choosing; such proposals may be those LED chooses to develop directly or proposals being developed with or by select stakeholders

Proposer may also provide details on additional grant-related services available through your Firm.

## 1.3 Required Qualifications – General

Provide a brief description of the Firm; corporate structure; registration and good standing with the Louisiana Secretary of State, if applicable; years in business; confirmation of compliance with applicable civil rights requirements; and ability to perform statewide work on behalf of a Louisiana state agency.

## **1.4 Required Qualifications – Specific**

Demonstrate experience working with public-sector clients, particularly state governments, and experience pursuing grant opportunities related to economic development and innovation targets. Indicate staffing capacity; key personnel and their qualifications; relevant licenses/certifications; Louisiana presence (if applicable); and geographic reach.

Senior-level involvement is expected. Proposals should specify how senior leaders will participate.

## **1.5 Independence**

Conflicts checks will be required prior to assignment. Firm may contract with LED for other services but must disclose any actual or apparent conflicts to LED for review before acceptance of work.

LED may not select a Proposer to perform these services or other general services if the Proposer has any conflict or appearance of any conflict of interest with regard to any project or work.

# **2 RFQ INFORMATION**

## **2.1 Company Information**

Provide: legal name; physical and mailing addresses; phone; email; website; and whether your Firm is local, regional, or national. Disclose any third parties/subcontractors proposed, with roles and responsibilities. If there are any third parties/subcontractors, please provide the same information as requested for your Firm.

## **2.2 Experience and Qualifications of Proposed Staff**

Identify a Project Manager or Project Managers (day-to-day contacts) and list key personnel who will perform the scope of work, their skills, experience, qualifications, certifications/awards, and availability. Proposals must demonstrate hands-on senior staff involvement, not only oversight.

Include staff experience providing grants services for state and/or local government entities.

## **2.3 Work Plan**

Describe your methodology for meeting LED's goals. Demonstrate how your team will manage identification of grant opportunities relevant to LED's program of work, execute and project manage grant proposals, and provide proposal review services. Include coordination with LED staff and an indicative schedule of tasks.

## **2.4 Portfolio Submission**

Provide a portfolio detailing a sampling of grant awards secured on behalf of clients. Portfolios should demonstrate ability to secure grant awards from a variety of sources, including both public- and private-sector funders. Include examples of grant awards secured on behalf of public-sector entities, economic development organizations and/or private industry, and entities within Louisiana. Include brief case studies on up to three relevant awards, detailing the Firm's role and award outcomes.

## **2.5 Cost Information**

Submit a detailed cost proposal that outlines all fees and expenses associated with provision of the

requested services, including a breakdown of costs by service or deliverable and your Firm's proposed billing structure. If Proposer provides information on additional grant-related services Proposer is capable of offering, an outline of all fees and expenses associated with provision of such services shall also be provided.

All aspects of this RFQ are based on an overall budget LED has for the scope of work. Once LED has reviewed all qualifications and proposals and made a decision on the selected Proposer, we will be in contact to discuss your proposal and budget. LED reserves the right to negotiate final scope of services and pricing prior to contract award.

## **2.6 Billing and Payment**

The Firm's monthly rates will be inclusive of all work performed for services and related costs, including overhead, cost of doing business, use of equipment and in-house resources. Invoices shall be submitted monthly with supporting documentation of services rendered. Supporting documentation will be expected to include, at minimum, description and documentation of services provided as well as invoices, checks or other records reflecting expenses incurred.

## **2.7 Selection Process**

A Selection Committee will evaluate all complete and responsive proposals received for the purpose of selecting a Firm with whom LED will contract with. Proposals omitting required documents or responses may be rejected. The criteria and weight of consideration in making the selections are as follows:

Scoring (100 points total):

- Experience (Portfolio Quality, Case Studies): 40 points
- Project Scope Comprehension: 20 points
- Qualifications of Firm & Staff (including senior involvement): 20 points
- Louisiana Experience: 10 points
- Budget: 10 points

An award is to be made to the Respondent whose proposal is determined to be most advantageous to LED. Respondents must score 75 or higher to be considered for award.

LED reserves the right to reject all responses in whole or in part if, in the judgment of the Selection Committee, the best interests of all parties will be served.

# **3 ADMINISTRATIVE INFORMATION**

## **3.1 Term of Contract**

The term of any contract resulting from this RFQ shall be for an initial term anticipated to begin in Q1 of 2026, for one (1) year, subject to funding availability and utilization.

At the option of LED and the acceptance of the Contractor, the contract may be extended for an additional 12 months, at the same prices, terms, and conditions. Total contract term may not exceed 36 months.

## **3.2 RFQ Coordinator**

All questions must be directed to:

Louisiana Economic Development, Office of the Secretary, Legal Division

E-mail: [LEDRFQ-RFP@la.gov](mailto:LEDRFQ-RFP@la.gov)

### **3.3 Participant Inquiries**

LED will consider written inquiries and requests for clarification relating to this RFQ, submitted to the RFQ Coordinator by **4:00 p.m. CST, December 22, 2025.**

### **3.4 RFQ Submission**

To be considered, the Proposer must submit one (1) copy of the Statement of Qualifications (20 pages maximum) and indicate the submission is for Grant Related Services, signed by an authorized representative, via email to [LEDRFQ-RFP@la.gov](mailto:LEDRFQ-RFP@la.gov) Submissions must be received no later than **4:00 p.m. CST, January 7, 2026.**

### **3.5 Error and Omissions in Statement of Qualification**

LED reserves the right to seek clarification of any Statement of Qualification for the purpose of identifying and eliminating minor irregularities or informalities.

### **3.6 Changes, Addenda, Withdrawals**

LED reserves the right to change the schedule of events or revise any part of the RFQ by issuing an addendum to the RFQ at any time. Addenda, if any, will be posted at:

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

### **3.7 Withdrawal of Statement of Qualification**

A Proposer may withdraw a Statement of Qualification that has been submitted at any time, up to the date and time the Statement of Qualification is due. To withdraw a Statement of Qualification, a written request signed by the authorized representative of the Proposer must be submitted electronically via email to the RFQ coordinator identified in this RFQ.

### **3.8 Waiver of Administrative Informalities**

LED shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any Statement of Qualification.

### **3.9 Statement of Qualification Rejection/RFQ Cancellation**

Issuance of this RFQ in no way shall constitute a commitment by LED to award a contract. LED shall reserve the right to accept or reject, in whole or part, all Statements of Qualification submitted, and/or cancel this RFQ if it is determined to be in LED's best interest.

### **3.10 Ownership of Statement of Qualification**

All materials submitted in response to this RFQ shall become the property of LED. Selection or rejection of a Statement of Qualification shall not affect this right.

### **3.11 Cost of Offer Preparation**

LED shall not be liable for any costs incurred by the Firm prior to issuance of or entering into a contract. Costs associated with developing the Statement of Qualification, preparing for oral presentations (if required), and any other expenses incurred by the Firm in responding to this RFQ shall be entirely the responsibility of the Firm and shall not be reimbursed in any manner by LED.

### **3.12 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFQ.

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. The prospective firm shall attest to its current and/or prospective compliance by including a statement certifying to their compliance, submitted with its Statement of Qualification, 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 firm 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. LED 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.

### **3.13 Use of Subcontractors**

LED shall contract with the selected Proposer as the result of any contract negotiation, and that Firm shall be responsible for all deliverables specified in the RFQ and Statement of Qualification. This general requirement notwithstanding, the Firm may enter into subcontractor arrangements, however, shall acknowledge in their Statement of Qualification total responsibility for the entire contract.

If the Firm intends to subcontract for portions of the work, the Firm shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Firm under the terms of this RFQ shall also be required for each subcontractor, if requested by LED. The selected and contracted Firm shall be the single point of contact for all subcontract work.

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

### **3.14 Written or Oral Discussions/Presentations**

LED, 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 LED's objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding and formally recorded in the final contract.

If oral presentations are required, LED 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.

### **3.15 Acceptance of Statement of Qualification Content**

All Statements of Qualification will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. Statements of Qualification that are not in compliance will be rejected from further consideration.

### **3.16 Evaluation and Selection**

The evaluation of Statement of Qualifications will be accomplished by an evaluation team, which will determine the Statement of Qualifications most advantageous to the State, taking into

consideration cost and the other evaluation factors set forth in the RFQ.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or Statement of Qualification. Such input may include, but not be limited to, review of technical requirements or preparation of cost score data.

### **3.17 Best and Final Offers (BAFO)**

LED 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, 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 LED 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 LED to a commitment to enter into a contract.**

### **3.18 Contract Award and Execution**

LED reserves the right to enter into a contract based on the initial offers received without further discussion of the Statement of Qualifications submitted. LED reserves the right to contract for all or a partial list of services offered in the Statement of Qualification.

The RFQ, including any addenda added, and the selected Statement of Qualification shall become part of the contract initiated by LED.

The selected Proposer shall be expected to enter into an agreement. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFQ. The Proposers should submit in its Statement of Qualification any exceptions or contract deviations that its Firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

Any agreement entered into as a result of this RFQ shall be non-exclusive, and LED reserves the right to otherwise provide or contract for any of the herein described services through some other source.

**To be considered by LED, responses to this RFQ must be received by 4:00 p.m., CST, January 7, 2026.**

***\*EXHIBITS TO FOLLOW\****



## 4 EXHIBITS

### 4.1 Draft Example Contract

**CONSULTING SERVICES AGREEMENT**  
**between**  
**STATE OF LOUISIANA,**  
**LOUISIANA ECONOMIC DEVELOPMENT**  
**and**  
**FIRM**

**Be It Known**, that this Consulting Services Agreement has been entered into and is effective as of [DATE], by and between **Louisiana Economic Development**, 100 North Street, 9<sup>th</sup> Floor, Baton Rouge, LA 70802 (hereinafter sometimes referred to as “**LED**” or “**State**”), and **FIRM**, [address] (hereinafter sometimes called “**Contractor**”), who have entered into this Consulting Services Agreement (sometimes herein called “**Agreement**” or “**Contract**”) under the following terms and conditions.

#### **I. Introduction; Background**

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

In support of the goals of LED's plans for economic development for the State of Louisiana, the Contractor proposes to undertake the programs and projects as described under Section III, "Scope of Services" below to provide necessary services in support of economic development. The State is seeking assistance with activities to support LED's active pursuit of funding from relevant federal, private, and other grant sources that align with LED's Positioning Louisiana to Win 2025 Comprehensive Statewide Strategic Plan, and the Contractor is willing to assist the State in this endeavor. It is anticipated that these services will assist the State in seeking out opportunities to enhance or create economic growth in Louisiana, which will help drive the State's economy; will assist in the creation of new businesses and/or in the retaining of existing businesses for this State; will assist in the creation of new jobs and/or in the retaining of existing jobs for the citizens of Louisiana; and will assist LED in promoting economic development for the State and in becoming a more consistent, responsive and focused economic development organization.

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

#### **II. Goals and Objectives**

The **Goals** of this Agreement are for the Contractor to provide assistance to the State in connection with LED's active pursuit of funding from relevant federal, private, and other grant sources. These services will assist the State in seeking out and applying for funding opportunities from such grant sources, in alignment with LED's Positioning Louisiana to Win 2025 Comprehensive Statewide Strategic Plan, to enhance or create economic growth in Louisiana, and

in circumstances deemed appropriate by LED, supporting select partners in doing the same which will help drive the State's economy; will assist in the creation of new businesses and/or in the retaining of existing businesses for our State; will assist in the creation of new jobs and/or in the retaining of existing jobs for the citizens of Louisiana; and will assist LED in promoting economic development for the State and in becoming a more consistent, responsive, and focused economic development organization.

The **Objectives** of this Agreement are for the Contractor to identify and regularly report to LED on open grant opportunities, to project manage, develop, and submit proposals for four funding opportunities of LED's choosing, and to provide comprehensive review services for proposals of LED's choosing.

### **III. Scope of Services**

In connection with the achievement of the Goals and Objectives of this Contract, the Contractor agrees to furnish the following services:

#### **4. Opportunity Identification**

- For the duration of the contract, Contractor shall identify, and regularly report to LED on, open grant opportunities that align with LED's Positioning Louisiana to Win 2025 Comprehensive Statewide Strategic Plan priorities (guidance and supporting information to be provided by LED).

#### **5. Proposal Development and Project Management**

- Draft proposals in response to funding opportunities of LED's choosing; such proposals may be those for which LED is the applicant or for which key stakeholders may serve as a co- or the primary applicant.
- Provide comprehensive project management services for the development and submission process for each such proposal.

#### **6. Review and Evaluation of Select Proposals**

- Provide comprehensive review services for proposals of LED's choosing; such proposals may be those LED chooses to develop directly or proposals being developed with or by select stakeholders

### **IV. Deliverables**

The Contractor shall produce and provide to LED:

- a) Regular, real-time notices of open funding opportunities that align with the goals of LED's strategic plan (with emphasis on alignment with LED's Five Pillars of Prosperity and seven priority sectors);
- b) Monthly reports recapping the various grants opportunities Contractor has identified to LED, said reports to be produced at the beginning of each month and to include a summary of the grant opportunities identified to LED during the previous month;
- c) Produce up to five written proposals in response to open grant opportunities of LED's choosing, making reasonable efforts to submit proposals ahead of a given funder's due

- date and ensuring all such proposals are completed and submitted by their respective deadlines;
- d) Produce proposal timelines, organizational documents, initial and final proposal reviews, [and other deliverables that may arise from the services provided in Section III]; and
  - e) Invoices for payment, describing the services provided, to be consistent with the provisions, goals and objectives of this agreement; and after its receipt and approval by LED's Contract Monitor, payment may be made by LED.

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

**V. LED's Contract Monitor**

The Secretary of LED, or his designee, will designate and may change from time to time, one or more persons on his staff to act as the LED's project representative or as the "Contract Monitor" for this project, to provide liaison between the Contractor and the LED, and to perform various duties which are specifically provided for in this Contract. Any change in the Contract Monitor shall not require an amendment to this Contract. The Contract Monitor for this Contract is (Name & Title): Keely McGibboney, Senior Policy Manager, Economic Competitiveness.

**VI. Performance Measures**

Performance Measures for this Contract shall include the Contractor's timely and successful completion, submission and performance of the following:

- (1) Contractor's activities, performance and completion of services, and approval of the Contractor's services in the achievement of and consistent with the provisions, goals and objectives of this Contract.
- (2) Receipt and approval of Contractor's Invoice, consistent with the provisions, goals and objectives of this Contract.

**VII. Monitoring Plan**

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. LED's Contract Monitor shall review and analyze Contractor's plans for the project, as well as its Invoice, to ensure Contractor's compliance with Contract requirements; and shall:

- (a) Contact Contractor for further detail, information or documentation when necessary;
- (b) Assure that payment requested in the Invoice is in compliance with the approved compensation, budget or cost allocation; and
- (c) Coordinate with LED's fiscal office for payment to Contractor, and/or obtaining of any further needed documentation.

The Contract Monitor shall also review and analyze the Contractor's performance for compliance with the Scope of Services; and shall:

- (1) Compare the Contractor's performance and Invoice to Goals and Objectives outlined in this Contract to determine the progress made;

- (2) Contact Contractor to secure any missing deliverables;
- (3) Maintain telephone and/or e-mail contact with Contractor on Contract activity and/or make visits to the Contractor and site in order to review the progress and completion of the Contractor's services, to assure that performance goals are being achieved, and to verify information when needed.

Contractor shall inform LED of all problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time schedules and goals. Contractor's disclosure shall be accompanied by a statement describing the action taken or contemplated by Contractor, and any assistance which may be needed to resolve the situation.

#### **VIII. Maximum Fee / Contract Cost**

The Contractor's maximum fee or compensation and the total cost to LED for the project contemplated by this Contract shall not exceed the fixed total amount of [\$\$\$\$] ("Maximum Budget"), which amount shall be inclusive of all fees, costs and any reimbursable expenses, including travel per PPM-49 to be paid by LED in connection with the activities and services to be provided under this Contract. This is the total amount that has been allocated for this project by Louisiana Economic Development. Any payments/reimbursements which may be due under this Contract will be allowed only for charges and/or expenditures occurring between and including the dates of [DATE], and [DATE], unless otherwise terminated in accordance with the Termination provisions of this Contract, and this project and all of the Contractor's services hereunder shall be completed by or before that last date.

#### **IX. Payment Terms**

In consideration of the services to be provided as described above, and provided progress and/or completion of the Contractor's services are to the reasonable satisfaction of LED, and after receipt from the Contractor and approval by LED's Contract Monitor of an appropriate Invoices and the deliverables described herein, payment shall be made to the Contractor by LED, in the following manner:

- [Payment terms].

Payment of not more than the fixed total amount shown above, after the performance and completion of the services and after the receipt from the Contractor and approval by LED of the Contractor's services and Invoices requesting payment, briefly describing the services provided during the period covered by the Invoices; however, the Contractor may not charge a fee for the preparation or processing of Contractor's Invoices. The Contractor's submission of such Invoices shall constitute a certification from the Contractor that all services required in connection with this Contract for the time period reflected in the Invoices have been fully performed and completed justifying the requested payment.

Travel and all other expenses, if any, incurred by the Contractor shall be the responsibility of the Contractor, and will not be reimbursed by LED, unless any such expenses on a limited basis are first pre-approved by the Contract Monitor (for LED) for reimbursement. Travel expenses, if any and if pre-approved, shall be reimbursed only in accordance with and as limited by State Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts

for any pre-approved reimbursable expenses or travel expenses must be provided to the Contract Monitor and attached to invoices for reimbursement, which invoices may be submitted separate and in addition to the final Invoice for services referenced in the above paragraph.

**X. Contract Term**

This Contract shall begin as of [DATE]; this project and all of the Contractor's services shall be completed by (or before) and this Contract shall terminate on [DATE], unless amended in writing, approved and signed by all parties.

**XI. Tax Liability**

Contractor hereby agrees that the responsibility for the payment of any taxes due as a result of the funds received under this contract shall be Contractor's obligation, identified under Contractor's Federal Tax Identification Number and Louisiana Department of Revenue (LDR) Account Number, each of which have been provided to LED.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract. The prospective 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 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 this contract. The contracting agency reserves the right to withdraw its consent to this 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.

The Contractor agrees that all applicable taxes are included in the pricing schedule set forth in this Contract. State agencies are exempt from all State and local sales and use taxes.

**XII. Termination for Convenience**

Either party may terminate this Contract at any time by giving fifteen (15) days written notice to the other party. The State may terminate or amend this Contract due to budgetary reductions or changes in funding priorities by the State upon giving fifteen (15) days written notice. Upon receipt of notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and the placing of orders for materials, facilities, services, supplies, or anything else in connection with performance under this Contract. Contractor shall be entitled to payment for deliverables already in progress, to the extent the work has been performed satisfactorily.

**XIII. 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 this contract, provided that the State shall give Contractor written notice specifying Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in a case which cannot be corrected in fifteen (15) days, begun in good faith to correct said failure and thereafter

proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this 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 failure.

**XIV. 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 LA. R.S. 39:1672.1 through 1672.4.

**XV. Ownership of Materials; Intellectual Property**

All records, reports, documents and other materials, including but not limited to any software and/or source codes delivered, transmitted or provided to Contractor by the State shall remain the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at the termination or expiration of this Contract. All records, reports, documents, or other materials, including but not limited to non-third party software and/or source codes related to this Contract or related to the services being provided pursuant to this Contract, obtained, prepared or produced by Contractor for use in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned or delivered by Contractor to the State, at the Contractor's expense, at the termination or expiration of this contract. Although the Contractor shall be permitted to use such confidential proprietary intellectual property in connection with the services or work being performed pursuant to this Contract, all such software and/or source codes shall be and shall remain the State's confidential proprietary intellectual property. The Contractor shall not obtain or acquire any license or rights to the use of such property through this Contract or through its permitted use in connection with the work being performed pursuant to this Contract, all of which shall remain exclusively with LED. This provision shall not apply to any confidential proprietary intellectual property already created and owned by the Contractor prior to the effective date of this Contract, even though the Contractor may have used such property in connection with the services or work being performed pursuant to this Contract.

**XVI. Confidentiality**

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

respect to confidentiality, is directed to exercise a level of care sufficient to preserve the confidential nature of the information, and agrees to keep the information confidential.

Under no circumstance shall the Contractor discuss or release information or any press release to the media concerning its contract services to LED or any LED projects, without first obtaining written approval from LED. Any information about the Contractor's relationship with LED shall not be used for any marketing or promotional purposes without permission from LED's Contract Monitor. Contractors are not allowed to apply for or submit work done for or on behalf of LED for any award or recognition without first obtaining prior written approval from LED.

**XVII. Assignment of Interest**

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

**XVIII. Audits and Auditors**

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

**XIX. 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.

**XX. Non-Discrimination Clause**

Contractor agrees to abide by the requirements of the following, as amended and as applicable: Title VI and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without discrimination on the basis of race, color, religion, sex, 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 obligations when applicable, shall be grounds for the termination of this Contract.

**XXI. Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor 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.

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 Contract

**XXII. Prohibition of Companies that Discriminate Against Firearm and Ammunition Industries**

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

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

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

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

**XXIII. Public Liability / Indemnification**

Contractor hereby agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, LED and all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers (collectively called "Indemnified Parties"), from and against any and all claims, demands, liabilities or resulting expenses (even if such claims, etc., are groundless, frivolous, false or fraudulent) 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 arise out of any act or omission relating to this Contract of the Contractor, or its officers, directors, members, employees, contractors or agents, and from any and all resulting costs, expenses and attorney fees



incurred by the Contractor, except for those claims, demands, liabilities and expenses arising out of the wrongful acts of the Indemnified Parties.

**XXIV. State Liability**

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

**XXV. Notice of Insufficiency**

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

**XXVI. Choice of Law; Jurisdiction and Venue; Conflicts of Interest; Code of Ethics**

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

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

**XXVII. Headings**

Section headings, captions and paragraphs and their numerical and alphabetical notations, for the purposes of this Contract, are solely for convenience and ease of reference, and do not define, limit or describe the scope or extent of any of the provisions of this Contract.

**XXVIII. Severability**

To the fullest extent possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law; but if any provisions of this Contract 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 any

remaining provisions of this Contract; and to this end the terms and conditions of this Contract are declared severable.

**XXVIX. 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.

**XXX. 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.

**XXI. Contract / Amendment Approval**

This Contract, and any amendment or other modification hereto, shall not be effective until it has been approved and signed by all parties.

**XXXII. Electronic Transaction; Electronic Signatures**

In accordance with LA. R.S. 9:2605 B (1) & (2), the Parties hereto each agree that this transaction, as well as any modifications, supplements or amendments to this Agreement, may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any modifications, supplements or 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.

**XXXIII. Entire Agreement; Control**

This Contract, together with any exhibits and/or attachments specifically incorporated herein by reference, constitute the entire Agreement between the parties with respect to the subject matter of this Contract. The wording of this Contract shall control any variance in the wording of this Contract and any proposal, exhibit or other attachment.

*(Signature pages to follow)*

**WHEREOF**, this Consulting Services Agreement has been signed by the undersigned duly authorized representative of Contractor, for the uses, purposes, benefits and considerations herein expressed on the date shown below, but to be effective as of the Effective Date first stated above, after a due reading of the whole document.

**FIRM**

(Contractor)

By: \_\_\_\_\_  
Signature (Date)

Printed Name: \_\_\_\_\_,  
Title: \_\_\_\_\_.

**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 on the date shown below, but to be effective as of the Effective Date first stated above, after a due reading of the whole document.

**LOUISIANA ECONOMIC DEVELOPMENT**  
(LED)

By: \_\_\_\_\_  
Signature (Date)

Printed Name: Kathy Blankenship,  
Title: Deputy Undersecretary, Office of Management and Finance.

## **LED CONTRACT MONITOR**

\_\_\_\_\_  
Signature

Printed Name & Title: Keely McGibboney, Senior Policy Manager, Economic Competitiveness